



UNIT A

AGREEMENT BETWEEN THE

GATEWAY REGIONAL SCHOOL DISTRICT

TOWNS OF

BLANDFORD, CHESTER, HUNTINGTON, MIDDLEFIELD, MONTGOMERY, AND RUSSELL

AND THE

GATEWAY EDUCATION ASSOCIATION, INC.

MASSACHUSETTS TEACHERS' ASSOCIATION

NATIONAL EDUCATION ASSOCIATION

AUGUST 15, 2021 THROUGH AUGUST 14, 2024

TABLE OF CONTENTS

ARTICLE ONE	RECOGNITION	2
ARTICLE TWO	NEGOTIATION PROCEDURES	3
ARTICLE THREE	GRIEVANCE PROCEDURE	3
ARTICLE FOUR	SALARIES	4
ARTICLE FIVE	WORKING HOURS	5
ARTICLE SIX	WORK YEAR	8
ARTICLE SEVEN	DEDUCTIONS	9
ARTICLE EIGHT	NON-TEACHING DUTIES	10
ARTICLE NINE	SICK LEAVE	10
ARTICLE TEN	TEMPORARY LEAVES WITH PAY	12
ARTICLE ELEVEN	LEAVES OF ABSENCE WITHOUT PAY	13
ARTICLE TWELVE	SABBATICAL LEAVE	15
ARTICLE THIRTEEN	VACANCIES, PROMOTIONS, AND TRANSFERS	15
ARTICLE FOURTEEN	TEACHER ASSIGNMENT	16
ARTICLE FIFTEEN	INSURANCE	16
ARTICLE SIXTEEN	TEACHER PROTECTION	17
ARTICLE SEVENTEEN	CLASS SIZE	17
ARTICLE EIGHTEEN	SPECIALISTS	17
ARTICLE NINETEEN	ASSOCIATION RIGHTS & PRIVILEGES	18
ARTICLE TWENTY	CRIMINAL OFFENDER RECORD INFORMATION CHECKS	19
ARTICLE TWENTY-ONE	TEACHER EVALUATION	19
ARTICLE TWENTY-TWO	PROFESSIONAL DEVELOPMENT & EDUC. IMPROVEMENT	20
ARTICLE TWENTY-THREE	TEXTBOOKS & LEARNING MATERIALS	22
ARTICLE TWENTY-FOUR	TEACHER FACILITIES	22
ARTICLE TWENTY-FIVE	GENERAL	22
ARTICLE TWENTY-SIX	RETIREMENT NOTICE	23
ARTICLE TWENTY-SEVEN	MANAGEMENT RIGHTS	23
ARTICLE TWENTY-EIGHT	LONGEVITY BENEFIT	23
ARTICLE TWENTY-NINE	ELECTRONIC GRADING	23
ARTICLE THIRTY	USING ELECTRONIC COMMUNICATIONS	24
ARTICLE THIRTY-ONE	ON-LINE LEARNING	24
ARTICLE THIRTY-TWO	SURVEILLANCE EQUIPMENT	25
ARTICLE THIRTY-THREE	MUTUAL RESPECT/TEACHER PROTECTION	26
ARTICLE THIRTY-FOUR	COLLABORATIVE LABOR/MANAGEMENT MEETING	26
ARTICLE THIRTY-FIVE	DURATION	26
	SALARY SCHEDULES	
	(APPENDIX A, B1, B2)	27 – 31
	NURSES (APPENDIX C)	31
	REDUCTION IN STAFF (APPENDIX D)	31
	TEACHER EVALUATION SYSTEM	
	(APPENDIX E)	32

**ARTICLE ONE
RECOGNITION**

- A. The Committee recognizes the Gateway Education Association, Inc. affiliated with the Massachusetts Teachers' Association, and the National Education Association, hereinafter referred to as GEA, MTA, NEA, for the purpose of collective bargaining, as the exclusive representatives of Unit A; consisting of classroom teachers, specialists - Category A & B (Article 18), guidance counselors, librarians, school psychologists, BCBA's, adjustment counselors and school nurses; and excluding all other employees of the Gateway Regional School District.
- B. Unless otherwise indicated, the employees in the above Unit A will be hereinafter referred to as the "teachers".
- C. The Committee will respect the position of the GEA, affiliated with the MTA and NEA, as the sole and exclusive bargaining agent of all employees in Unit A on matters of wages, hours, and conditions of employment, for the life of this Agreement.
- D.
 - 1. Effective thirty (30) days after execution of this agreement or the commencement, whichever comes later, each employee, in accordance with G.L.C. 150E, s. 12, shall be required to pay the service fee to the Association, except that an employee who, on the date of the execution of this agreement, is not a member of the Association shall not be required to pay a service fee to the Association. An employee who is a member of the Association on the execution of this agreement may cease membership in the Association and shall be required, in accordance with G.L.C. 150E, s. 12, to pay the service fee to the Association.
 - 2. The Association will be solely responsible for enforcing the provisions of this section D. The Committee will not be responsible to enforce any provision of this section D.
 - 3. The Association will indemnify, defend and hold harmless the Committee against any and all claims, actions or lawsuits of any kind or description, whether at law or in equity, and whether based on statute, constitution or common law, made or instituted against the Committee or its agents, employees or administrators, resulting from this section D. Specifically, the Association will have no right of action, by way of contribution, counterclaim or other basis against the Committee. Should any administrative agency or court of competent jurisdiction find the Committee liable for any damages as a result of this section D, the Association will pay any and all of those damages, including interest and charges.
 - 4. If any court of competent jurisdiction determines that any part of this section D 1, 2, or 3, is unconstitutional, in violation of statute, or otherwise unenforceable, all of the other parts of this section D 1, 2, and 3, will be null and void.
 - 5. The service fee shall be calculated in accordance with the provisions of G.L.C. 150E, s. 12, and applicable state and federal constitutional law and shall not exceed the periodic dues required to be paid by employees to remain members in good standing with the Association.

ARTICLE TWO
NEGOTIATION PROCEDURES

- A. Not later than thirty (30) days after the opening of school of the year prior to the expiration of this Agreement, the Association or the School Committee shall notify the other party of its desire to negotiate a successor agreement. The parties will commence negotiations for a successor agreement not later than November 15 of the school year in which this agreement expires in accordance with the procedures set forth herein in a good faith effort to reach agreement concerning teachers' wages, hours and other conditions of employment.
- B. The Committee will make available to the Association pertinent information required for the accurate gathering of district personnel data. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.
- C. If the negotiations described in this Article II have reached an impasse, the procedure described in Massachusetts General Laws, Chapter 150E, Section 9, as amended from time to time, will be followed.
- D. Subject to the provisions of this Agreement, hereinafter provided, the wages, hours, and other conditions of employment in effect as written policy of the District on the effective date of this Agreement, and applicable to the employees covered by this Agreement, shall continue to be so applicable.

ARTICLE THREE
GRIEVANCE PROCEDURE

Should any differences arise between the Committee and the Association or any of its members involving the interpretation, or application of, or the failure to comply with, or the alleged violation of the terms and provisions of this Agreement, such differences shall be settled in the following manner:

- Step 1 Between the teacher (and a representative of the Association at the teacher's option) and the supervisor or principal involved. The grievance must be presented in writing within fifteen (15) school days of the date on which it first arose. The grievance must cite the specific articles and sections of the Agreement, which were allegedly violated.
- Step 2 The principal shall arrange a meeting within five (5) school days of the receipt of the written grievance, between the grievant, representatives of the Association and the principal. The principal shall answer the grievance in writing within five (5) school days of the meeting, and if the answer is not satisfactory to the Association, it may be submitted to the Superintendent within five (5) school days.
- Step 3 The Superintendent shall arrange a meeting within five (5) school days of the receipt of the written grievance, between the Association and the Superintendent. The Superintendent shall answer the grievance in writing within five (5) school days of the meeting, and if the answer is not satisfactory to the Association, the grievance may be forwarded to the School Committee within five (5) school days of the receipt of the Superintendent's answer.
- Step 4 The Superintendent shall arrange for a meeting between the School Committee and the Association at the next regularly scheduled School Committee meeting or sooner. The School Committee shall give its answer in writing within five (5) school days of its meeting, and if the matter is not settled satisfactorily between the School Committee and the Association, the Association may submit the matter to arbitration within fifteen (15) school days of the receipt of the School Committee written answer. If the demand for arbitration is not filed within

fifteen (15) school days of the date of the School Committee's reply, then the grievance will be deemed withdrawn.

Step 5 The Arbitrator shall be chosen from a list of arbitrators submitted to the parties by the American Arbitration Association.

The Arbitrator shall be bound by items jointly submitted in writing by both parties of the grievance.

The Arbitrator's decision shall not extend beyond the submission nor alter or modify the provisions of the Agreement, nor shall the Arbitrator render a decision, which shall impinge upon any rights and duties reserved to the Committee.

The decision of the Arbitrator shall be final and binding on both parties.

The expense of the Arbitrator shall be borne equally by both parties.

Pending the final resolution of any complaint, the teacher shall comply with the instructions of the Department Chairman, or similar Supervisor, Principal, or Assistant Principal, Director, Superintendent, or School Committee.

Provided both parties agree, Step 1 and Step 2 may be bypassed and the matter brought directly to Step 3 or Step 4.

If in the judgment of the Association a grievance affects a group or class of teachers being supervised by more than one (1) principal, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance will be commenced at Step 3. The grievance must be presented in writing within fifteen (15) school days of the date on which it first arose. The grievance must cite the specific articles and sections of the Agreement, which were allegedly violated.

A class action grievance is a grievance filed by the Association on behalf of a group or class of teachers. A group is defined as two or more teachers.

Grievances filed at the end of the school year shall be processed according to the above procedure on days when the Central Office is in business rather than school days.

ARTICLE FOUR SALARIES

- A. Salaries of all persons covered by this Agreement are included in Appendix A and Appendix C and are incorporated into this Agreement by reference.
- B. Teachers will be paid on a biweekly basis. Direct deposit of paychecks will be mandatory for all GEA members. Teachers will receive their first payment on the first regularly scheduled payroll after the opening day of school, and their last payment on the last regularly scheduled payroll in June. The last payment will include the teachers' payments for July and August.
- C. Co-curricular staff will be paid as service is completed and verified in writing by the appropriate administrator. The salary schedule is included in Appendix B and incorporated into this Agreement by reference.
- D. All teachers hired from the acceptance date of this contract forward shall be placed on the proper step in the salary schedule in accord with their degree status and previous teaching experience.
- E. Teachers will be provided with a payroll deduction slip, online or paper copy, each paycheck showing total gross earnings, itemized deductions and net earnings for the pay period.

- F. If the designated payday falls on a holiday, or during a vacation period, every effort will be made to pay employees the day before the holiday or before the vacation period commences.
- G. Reimbursement for approved teacher travel to be at the Federal rate as of January 1 of each year per mile. All itinerant specialists will be paid according to their teaching schedule and all other authorized mileage will be vouchered.
- H. Professional staff will be placed on the appropriate pay level (i.e. step and degree) of the salary schedule if their Massachusetts Certification is current or is listed on the Department of Education portal as being "ready for review". If Massachusetts Certification is not current or "ready for review", professional staff will be placed on step one, level one of the appropriate salary schedule.

ARTICLE FIVE WORKING HOURS

- A. The Association recognizes the responsibility of the Committee to establish school hours, following consideration of such matters as transportation schedules, Statutes of the Commonwealth, and regulations of the Massachusetts Department of Education. Under this clause the School Committee may reduce the number of hours per day or days per week a teacher works. This reduction in hours or days per week an employee works would only occur as part of a reduction in force or reorganization under this clause.

An employee, whose time is so reduced, shall receive a salary prorated on the same basis. Benefits such as personal days and sick leave shall be prorated on the same basis. Part-time service shall count equally with full-time service for purposes of accruing seniority or movement on the salary schedule.

Elementary

The teacher's workday (the student academic day, lunch, and preparation time) will not exceed six and a half (6.5) hours between the hours of 7:00 AM and 3:30 PM.

Teachers must be present twenty (20) minutes before the student academic day and fifteen (15) minutes after the student academic day.

Current starting and dismissal times are subject to modification by the District; provided, however, that no such modification will increase the length of the teacher's workday.

The principal may hold up to one (1) mandatory faculty meeting, on-site except in unusual or extraordinary circumstances, every two (2) weeks (alternating with the Principal Late Day (PLD) mentioned below, and the length of such meeting shall not exceed sixty (60) minutes. Nurses may be required to attend faculty meetings when items on the agenda pertain to them.

The principal will designate one (1) day on the same day of the alternate week, which may last up to sixty (60) minutes during which time activities may be directed by the principal and/or other administrators. If no principal directed activities are scheduled for this sixty (60) minute time period, or if no pupil assistance or parent conferences, activities or meetings have been requested that day, the teachers may leave fifteen (15) minutes after student dismissal (except for those teachers on bus duty who may leave five (5) minutes after the last bus. In addition, teachers shall select an additional day of thirty (30) minutes when the teachers will be available for pupil assistance or parent conferences (with

permission of the principal this time may be used either before or after school). If no pupil assistance or parent conferences have been requested on the teacher-designated day, the teachers may leave fifteen (15) minutes after student dismissal (except for those teachers on bus duty who may leave five (5) minutes after the last bus. Nurses may be required to attend faculty meetings when items on the agenda pertain to them.

On all other days, the teachers may leave fifteen (15) minutes after student dismissal except for those teachers on bus duty who may leave five (5) minutes after the last bus

Secondary

The teacher's workday (the student academic day, lunch, and preparation time) will not exceed six (6) hours and forty (40) minutes between the hours of 7:00 AM and 3:30 PM. This increase in secondary teacher's workday time by ten (10) minutes more than 6.5 hours is only to enlarge the lunch period and passing time between classes.

Teachers must be present fifteen (15) minutes before the student academic day and ten (10) minutes after the student academic day.

Current starting and dismissal times are subject to modification by the District; provided, however, that no such modification will increase the length of the teacher's workday.

The principal may hold up to one (1) mandatory faculty meeting, on-site except in unusual or extraordinary circumstances, every two (2) weeks, the length of such meeting shall not exceed sixty (60) minutes. Nurses may be required to attend faculty meetings when items on the agenda pertain to them.

At the middle and high school level, on the same day of the alternate week teachers will be available for a sixty (60) minute meeting. These meetings will alternate between collaborative teacher-facilitated department / grade-level meetings, focusing on student support and coordination on topics determined collaboratively by a joint teacher and administrative working group, and meetings of Professional Learning Communities (PLC's) which will also be teacher-facilitated, but with support from and collaboration with the administration. In addition, teachers shall select an additional day with an after-school period of thirty (30) minutes when the teachers will be available for pupil assistance or parent conferences (with permission of the principal this time may be used either before or after school). If no pupil assistance or parent conferences have been requested on the teacher-designated day, and on all other days, the teachers may leave ten (10) minutes after student dismissal (except for those teachers on bus duty who may leave five (5) minutes after the last bus). Nurses may be required to attend faculty meetings when items on the agenda pertain to them.

Teachers not scheduled for duties during recess, lunchtime, and/or supervisory periods will not be required to perform extra duties except in cases of emergencies.

Personnel, other than classroom teachers, will work at their assigned tasks in accord with the schedule in effect at the designated teaching station for that day. Itinerant persons who are assigned to both the elementary and secondary level during a single day will have their schedules worked out on an individual basis.

Teachers will have 300 minutes per week of preparation time over a five (5) day school week. This may consist of blocks of time greater or less than sixty (60) minutes in any given day, but the teacher will receive at least one (1) thirty-minute preparation period per day, but not less than 300

minutes over a normal five (5) day school week. The preparation period will usually be continuous; however for certain positions, the preparation period may be split based upon student needs and operational considerations. Teachers will receive a duty-free lunch period equal in length to that of the student lunch period. Every effort will be made not to have teacher preparations exceed three per semester. Every effort will be made by building principals to allow newly developed courses to be taught by the same teacher for 3 offerings.

The Middle School and High School shall implement a 6-period day. Teachers at the secondary level will teach five (5) out of six (6) periods per regular school day and one (1) period shall be a teacher preparation period.

- C. Any teaching load in excess of the standard teaching schedule will result in the teacher receiving:
 - a. One semester half-block or 10-week course – September 1, 2021 - \$3,695.
 - b. One semester full-block or 2 semesters half-block – September 1, 2021 - \$7,391.
 - c. Two semesters full-block – September 1, 2021 - \$14,782.

The determination to hire part-time or full-time teachers or to offer overloads to teachers shall rest solely with the Administration of the School District. Overloads are voluntary and will be taken in lieu of preparation periods.

- D. In the event a substitute is not available, the Administration may offer teachers available during that time period the opportunity to teach in that classroom. The offer shall be made by rotating seniority with the most senior teacher being made the first such offer. The Administration will start at the beginning of the seniority list starting with the beginning of each following school year.

Teachers offering to cover a class for which no substitute is available will be paid at the rate of \$43.95 an hour.

In the event no teacher, who is available during that time period, wants an opportunity to teach in that classroom, Administration may assign a teacher to work in the classroom at the above rate of pay, by inverse rotational seniority. The assignment shall be made by inverse rotational seniority with the least senior teacher being assigned on the first such occurrence. This list will include Guidance, Librarians.

- E. It is the responsibility of the Principals to keep part-time staff informed of issues raised at faculty meetings. It is the responsibility of part-time staff to familiarize themselves with said issues. In order to accomplish this purpose, the principal may schedule meetings before or after a person's workday if necessary.
- F. Preparation periods shall be for the purpose of professional activities by teachers at all school levels. It is understood that no more than ten (10) times during a school year, this time may be used for meetings scheduled by the school administration. Preparation periods include any time during the course of the student workday where the teacher is not assigned a supervisory period or classroom instruction. This includes work hours during the teacher workday prior to and after the student instructional day for itinerant and part-time teachers only.
- G. Curriculum Development or District Directed Work –Work that occurs either before or after a school day, on single days during the school year, or during the summer, shall be paid at the rate \$31.87 per hour. An administrator who will approve the agenda and schedule in advance will supervise such work. Teachers may be required to participate in such activities, once per month during the school year, on the day of the week on which their school administrator has scheduled the mandatory

faculty meetings according to the following schedule; Middle and High Schools—2:30 to 4:00 PM; Elementary Schools—3:30 to 5:00 PM.

H. NURSES

Nurses may be required to attend faculty meetings at the Principal's request when issues pertain to them. Nurses on the bachelor's salary schedule will be required to attend all faculty meetings.

Nurses who are required to do lunch duty supervision will be given a twenty-two (22) minute duty-free lunch, schedule permitting.

Nurses will be excused from faculty meetings, principal late-days during September to complete essential paperwork, so they are ready to teach when school begins.

- I. Time for middle school teachers to work together as a team is important to the success of middle school students to help create a safe and nurturing environment that helps prepare students for academic success. The district will make every effort to provide team time for the seventh and eighth-grade middle school teachers each week within the confines of preparation time, teaching responsibilities, and related duties.
- J. The district understands that it is important to differentiate instruction in all classrooms and that the greater the difference in student abilities and required coursework, the more difficult differentiation will be to effectively implement. To that end, the district will develop, collaboratively with high school staff during spring scheduling, a strategic plan to identify specific courses each year that may be able to have both CP and Honors students taking the course concurrently based upon student performance in the prior year.

**ARTICLE SIX
WORK YEAR**

- A. The work year of the teachers will be within the established maximum of 182 days, beginning no earlier than August 26th and terminating no later than June 30, providing the requirements of the Massachusetts Department of Elementary and Secondary Education have been successfully completed. Days considered necessary for orientation sessions and/or opening and closing staff workdays may be scheduled by the Administration within the above-specified framework. Days worked beyond this limit (182) shall be reimbursed at the rate of 1/182 of the teachers' contracted salary. If the necessity arises for school to be opened before August 26, the School Committee will first negotiate with the Association on the opening of school before August 26. In the sole discretion of the school committee, an additional professional development day may be added in each year of the contract. Teachers will be compensated at the rate of \$200 for each additional professional development day. Administration is required to meet with the Professional Development Committee to hear any input or ideas concerning how the additional professional day should be used. However, the Superintendent, in his/her sole discretion, makes the final determination of how the day will be used.

The work year of teachers shall be as follows:

The two (2) days immediately preceding school opening*:	2 days
All student attending days:	180 days
Total	182 days

*The first day back for staff will be district activities held at the MS/HS Complex including the last thirty (30) minutes of the workday being set aside for association purposes, the second day will be classroom/building preparation and will be worked within the assigned school for each teacher.

*2021-2022 School Year - the first day back will be August 26

*2022-2023 School Year - the first day back will be August 29

*2023-2024 School Year - the first day back will be August 28

Parent-Teacher Conference days will be held in conjunction with two of the 180 student days, the scheduling of which will be left flexible and will be arranged in conjunction with the building principals and superintendent and will become part of the calendar development process. Those days will be half days for students with conferences each afternoon (following a lunch break) for the duration of a regular teacher workday.

If the length of the students' calendar year is less than 180 days, the teachers' year will be correspondingly reduced.

- B. Representatives of the Committee and the Association shall meet at mutually acceptable times to discuss a school calendar for the succeeding year. Such calendar shall be attached to and made a part of the working agreement.
- C. "Guidance Counselor(s) will have ten (10) additional work days past the Work Year listed in Article Six of the parties' collective bargaining agreement subject to district determination of budgetary constraints." "The Early Childhood Teacher will have five (5) additional work days past the Work Year listed in Article Six of the parties' collective bargaining agreement subject to district determination of budgetary constraints." Guidance Counselor(s) and the Early Childhood Teacher will be paid at their per diem rate for any additional days worked in this manner.

ARTICLE SEVEN DEDUCTIONS

The Committee agrees to authorize the Treasurer to take the following deductions when properly authorized by the individual teacher:

- 1. Gateway Education Association, Inc. dues to be deducted during the school year in twenty-four (24) installments.
- 2. The Massachusetts Teachers' Association Credit Union and the Polish National Credit Union payments will be deducted on the first and second payroll each month. Teachers may exercise this option once each year by September 15. Payment will be made to the credit unions by the District Treasurer within seven (7) working days of the withholding. Changes in deductions requested by the employee will normally be limited to September and January. This does not preclude the individual from making a change in the event of an emergency or upon conclusion of a new contractual agreement.
- 3. Blue Cross/Blue Shield and Health Maintenance Organization (Valley Health Plan) deductions will be made in the amounts determined by this Agreement.
- 4. Group Life Insurance will be deducted as authorized and within the policy subscribed to by the Gateway Regional School District. \$5,000 coverage will be available to those teachers who subscribe.

5. Deductions for tax-sheltered annuities will be made every pay period. Such deductions shall only be made every two (2) weeks, provided the following conditions are met:
 - A. A signed copy of the insurance contract is provided to the District Treasurer prior to July 1, 1985, and each July 1 thereafter. The school may ask each teacher to fill out such simple cover explanation as may be necessary. New contracts or changes in contract for other than new personnel shall be made in July.
 - B. It is the clear understanding of the parties that no deductions, other than Polish National Credit Union and Teacher Annuity Contracts will be made every two (2) weeks, and that all other deductions will be monthly unless, and until, the parties negotiate a change in those provisions.
- * Section 5 - "New" personnel may request participation in Annuity Contracts, etc. at their initial date of employment.
- C. Annuities: The district will permit teachers to continue with the annuities that they are on as of September 1, 2002. Newly hired teachers must select among the three offered annuities with the largest employee participation. As teachers leave the District and no teacher remains as a member of the annuity, the annuity will be eliminated as an offering until the number of annuities has been reduced to the five annuities that have the largest employee participation.

ARTICLE EIGHT NON-TEACHING DUTIES

- A. The Committee will work in a concerted effort with the Administration to effectively conserve and direct teacher energy toward educational endeavors, and whenever possible, to transfer such non-educational activities to others within the building or system.
- B. Teachers will not be required to drive pupils to activities, which take place away from the school building. Teachers may do so voluntarily, however, with the advance approval of their principal or immediate supervisor.
- C. Teachers shall participate in open house activities as part of their professional responsibilities. Teachers who teach in more than one building shall attend only one open house at the school designated by the principal or supervisor.
- D. ESP's will be observed and evaluated by an administrator(s) who may consult with teachers regarding the evaluation. Teachers will not be required to participate in the ESP final evaluation meeting.
- E. Administrator evaluation may include evidence gathered through a staff survey of their supervised staff based upon administrator rubrics at the school and district level.

ARTICLE NINE SICK LEAVE

- A. A first-year employee shall be credited with six days of sick leave on the first day of the school year and additional days at the rate of one day for each month of service up to a maximum of 15. Additional days begin to accrue on October 1st. After the first year of employment each teacher will be credited with fifteen (15) days sick leave on the first day of each school year. Unused sick leave may accumulate to one hundred and eighty-four (184) days. All accumulation is unlimited after one hundred and eighty-four (184) days with the provision that teachers receive the difference between their pay and a substitute. Sick leave may be used for the time lost from work

due to a personal illness; family illness, with approval of principal; a non-occupational injury; or an occupational injury, to the extent that sick leave, when added to the amount of Workers Compensation benefits that the employee receives, will result in the employee receiving a full salary. The administration may require a teacher to provide a physician's certificate after the teacher has used five (5) consecutive days of sick leave or has had an unusual pattern of sick leave use, i.e., multiple use of sick time in conjunction with holidays or vacations during any one school year. In the latter circumstance, if the administrator deems it necessary, that administrator shall give prior notice to the teacher that a physician's certificate would be required upon any further use of sick leave.

- B. At the end of each school year the Committee will make the following payments to teachers who have used no more than the following number of sick leave days:

<u>Sick Leave Days</u>	<u>Payment</u>
0	\$400
1	\$300
2	\$225

- C. Teachers shall be informed at the beginning of each school year as to the number of sick leave days they have accumulated.
- D. Part-time teachers, being those (teachers) who receive fifty percent or more on the base pay, will receive fifteen (15) equivalent sick days accumulative to one hundred eighty-four (184) equivalent days during the school year.
- E. The School Committee may allow sick leave beyond the above limits.
- F. The School Committee authorizes the establishment of a Sick Leave Bank on the following conditions:

Only a teacher who contributes to the Bank will be permitted to draw from the Bank, and then only when that teacher has exhausted his/her credited and accumulated sick leave days and personal days.

Teachers who wish to participate do so by donating one (1) day of their sick leave to the bank prior to September 15 or within fifteen (15) days after the commencement of their employment. If a teacher has accumulated one hundred and seventy (170) days of sick leave in 1986-87, his/her donation to the Sick Leave Bank will come from additional days not used and his/her total accumulated leave will remain at one hundred and seventy (170) days. All employees will be eligible to participate in the sick bank after their first year of employment if they have 16 or more days of sick leave, or any long-term chronic illness for the previous year documented by appropriate medical information, as of the first day of school. No employees can participate during their first year of employment.

The total number of days in the bank cannot exceed three (3) times the number of teachers in Unit "A".

A teacher may draw sick leave from the Bank only with the approval of the Sick Leave Bank Committee. The Sick Leave Bank Committee may permit a teacher to draw twenty-five (25) days per request from the bank, except that the Sick Leave Bank Committee may permit a teacher receiving Workers' Compensation to draw not more than sixty (60) days from the Bank over any period of time due to the occurrence or reoccurrence of any one injury. Each request must be accompanied by a physician's certificate describing the nature of the employee's disability and prognosis for his/her return to work. A teacher may make more than one (1) request for the same injury or illness in accordance with the limitations set forth above (i.e., Worker's Compensation).

The Sick Leave Bank Committee shall be composed of three (3) teachers appointed by the Association, two (2) members of the School Committee, and one (1) member of Central Administration. A quorum for any meeting of the Sick Leave Bank Committee must consist of two (2) teachers and either two (2) members of the School Committee or one (1) member of the School Committee and one (1) member of Central Administration, except that any three (3) members of the Sick Leave Bank Committee may meet and set a meeting date no sooner than three (3) weeks hence. The Committee shall annually appoint a chairman to preside over meetings of the Committee.

A person who has been approved by the sick leave bank for a given number of sick leave days, but does not exhaust all of those days and returns to work, may draw on the remainder of those days if he/she becomes unable to work as a result of a relapse of the same injury or illness in the same school year and a doctor's certificate has been submitted in support of each such further incapacitation.

This committee shall establish rules and regulations of procedures to govern operations of the "Bank." Decisions of this committee shall not be subject to the grievance procedure.

ARTICLE TEN

TEMPORARY LEAVES WITH PAY

Teachers will be entitled to the following leaves of absence with pay, in addition to any sick leave to which the teacher is entitled, provided that reasonable notification is given to the Administration.

- A. Two (2) days each school year for personal reasons, with written notice furnished to the building principal at least twenty-four (24) hours in advance of leave except in cases of emergency.

Only one (1) personal day may be taken during May or June of any one (1) year and only one (1) personal day may be taken either before or after February and April school vacation periods. Any exception to these conditions will be left to the determination of the Superintendent of Schools.

At the end of each school year teachers with unused personal days will be compensated at a rate of \$100 per unused day.

- B. One (1) day each school year or more for the purpose of visiting other schools, or attending meetings, conferences or workshops of an educational nature, subject to the approval of one's immediate supervisor.
- C. Bereavement - Up to five (5) days at any one time to arrange for and attend a funeral in the event of death of the teacher's spouse, parent, step-parent, legal guardian, child, step-child, and up to three (3) days at any one time to arrange for and attend the funeral in the event of death of the teacher's brother, step-brother, sister, step-sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparents and grandchildren.

Similar leave of one (1) day will be granted in the event of the death of other members of the teacher's family including aunt, uncle, niece, nephew and 1st cousin. In the event of death of other persons as close as family, one (1) day may be granted at the discretion of the Superintendent of Schools.

Notwithstanding paragraphs 1 and 2, an employee shall not be eligible to receive leave under this article for the period of time that the employee is receiving worker's compensation benefits, or while on an unpaid status.

- D. Such time as is necessary to comply with Selective Service Examinations and Reserve Duty in the Armed Forces.
- E. Teachers may be granted a leave by the Superintendent of Schools or his/her designee of up to five (5) days each school year prior to the closing of school in June, with the provision that the teachers receive the difference between their pay and a substitute's. Acceptable reasons for such leave are:
 - 1. To take graduate courses that are approved and are not available at other times.
 - 2. To accept a government grant or scholarship.
- F. A teacher will receive up to three (3) days leave of absence each school year with pay for religious purposes. Such leave is to be in addition to any other leave provision contained herein.
- G. Jury Duty - The Committee agrees to make up the difference in an employee's wages between a normal week's wages and compensation received for Jury Duty exclusive of travel or any other allowances. If an employee is notified that he/she may be called for jury duty, he/she must notify his/her supervisor immediately, and provide a copy of the juror notification. Employees are expected to keep their supervisor informed of all communications regarding their service as a juror so that plans may be made for covering such absences. In order to receive compensation, an employee must provide his/her supervisor with a juror service certificate showing proof of juror service for those days.
- H. If an employee has been subpoenaed to attend court proceedings unrelated to the employee's employment with the District, he or she must use a Personal Day. If Personal Days are exhausted, the cost of providing a substitute during the employee's absence will be deducted from the employee's pay.

ARTICLE ELEVEN LEAVES OF ABSENCE WITHOUT PAY

The Committee shall abide by the provisions of the Family Medical Leave Act (FMLA) and M.G.L. c. 149 section 105D (the so-called Massachusetts Parental Leave Act (MPLA)). The Committee's policies regarding the above-referenced laws will be posted in each administrative office.

Leaves eligible under FMLA and MPLA shall run concurrently with any contractual leave and the more liberal of the provisions shall apply. The FMLA limitation on sick leave use (60 days per FMLA year) shall not limit the use of accumulated sick leave under the terms of Article Nine section A. The rights of the birth parent under MPLA are set forth under paragraph F below.

A teacher on leave of absence without pay will notify the Superintendent prior to April 1 of his/her intention to return to the system. In the event the teacher gives such notice, he/she will be restored to his/her previous position provided that such position still exists in the School System. If the position does not exist, the teacher may return to a substantially equivalent position in which he/she is certified.

- A. A leave of absence of up to one (1) year may be granted to any teacher with professional teacher status who serves as an exchange teacher; said teacher to be placed on the salary schedule at the level he/she would have achieved had he/she remained actively employed in the system during the period of his/her absence.
- B. After three (3) years of continuous employment within the system or with any school now in the system, a teacher will be granted a leave of absence of up to one (1) year for health reasons

upon presentation of a health certificate from a licensed physician. Such time would not constitute vertical movement on the salary schedule.

- C. All benefits to which a teacher was entitled at the time his/her leave commenced, including unused sick leave, will be restored to him/her upon his/her return and such teacher will be returned to a substantially equivalent position.
- D. Other leaves of absences without pay may be granted by the School Committee.
- E. Military leave will be granted to any teacher who is inducted, recalled, or enlists in any branch of the Armed Forces of the United States. Upon return from such leave, a teacher will be placed on the salary schedule at the level which he/she would have achieved had he/she remained actively employed in the system during the period of his/her absence up to a maximum of four (4) years.
- F. Parental Leave:
 - 1. Eligibility. All employees covered by this agreement who qualify under Massachusetts law will be eligible for up to eight (8) weeks of unpaid Parental Leave (except as noted in section G) for the purposes of;
 - a. giving birth (see below) or for the placement of a child under the age of 18, or under the age of 23 if the child is physically or mentally disabled;
 - b. for adoption, if the employee is adopting or intending to adopt; or
 - c. for the placement of a child with an employee pursuant to a court order; If both parents work for the District, they shall be eligible for up to eight (8) weeks of leave in the aggregate.
 - 2. Notification. An employee must give at least two (2) weeks' notice to the Superintendent's Office of his/her anticipated date of departure and intention to return, or as soon as practicable if the delay in the notice is for reasons beyond the employee's control. Unpaid Parental Leave will not count toward length of service or seniority.
- G. A female employee who has been employed at least three consecutive months as a full-time employee will be granted a leave of absence without pay for a period not exceeding eight (8) weeks for the purpose of giving birth: providing that she shall give at least two (2) weeks notice of her anticipated date of departure and intention to return. In the event she gives such notice, she shall be restored to her previous position or a similar position with the same status and pay. Such maternity leave shall not affect the employee's right to receive vacation time, sick leave, bonuses, advancement, seniority, length of service credit, benefits, plans or programs for which she was eligible at the date of her leave, and any other advantages or rights of her employment incident of her employment position; provided, however, that such maternity leave shall not be included when applicable in the computation of such benefits, rights, and advantages; and provided, further, that the School Committee need not provide for the cost of any benefits, plans, or programs during the period of maternity leave of absence to allow a teacher to return the following school year if there is an opening in the teacher's qualified area of certification. The teacher shall notify the Superintendent of her intent to return the following school year by April 1 preceding the school opening in September.
 - 1. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, or recovery therefrom shall be treated as temporary disabilities for all job-related purposes. (The term 'temporary disability' shall be interpreted as being within the meaning of the term 'sick').
 - 2. Accumulated sick leave shall be available for use during such periods of disability.

- 3. Disability leave beyond any accumulated sick leave shall be available, for such reasonable further period of time as a female employee is determined by her physician to be disabled from performing the duties of her job because of pregnancy or conditions attendant hereto.
- H. All requests for extension or renewal of leaves will be applied for and granted in writing.

ARTICLE TWELVE SABBATICAL LEAVE

The School Committee and the Gateway Education Association agree that sabbatical leaves will be granted. Upon recommendation by the Superintendent of Schools, sabbatical leaves may be granted for purposes of study or research to members of the teaching staff by the Committee subject to the following conditions:

- A. No more than two (2) members of the teaching staff will be absent on sabbatical leave at any time.
- B. Requests for sabbatical leave must be received by the Superintendent of Schools, in writing, in such form as may be required by the Superintendent of Schools, at a date no later than November 1. Action must be taken on all such requests no later than April 1 of the school year preceding the school year for which the sabbatical leave is requested.
- C. The teacher must have completed at least seven (7) consecutive full school years of service in this system or in any school now in the present system.
- D. Teachers on sabbatical leave will be paid at fifty (50) percent of their regular salary rate for one year, provided that such pay, when added to any program grant, will not exceed the regular salary rate.
- E. The teacher will agree to return to employment in the Gateway School System upon completion of the sabbatical leave for two (2) full years in the event of a year's sabbatical leave. The teacher will agree to return to employment for one (1) full year in the event of a sabbatical leave of less than one (1) year. In the event the teacher does not fulfill this requirement he/she will refund the District the proportionate part of the salary, which he/she actually received while on sabbatical leave. This repayment will be made in a mutually accepted manner, in a time period not to exceed that of the sabbatical leave.
- F. Upon return from sabbatical leave, the teacher will be considered as though he/she were actively employed by the Committee during the leave time and will be placed on the salary schedule at the appropriate step for his/her training and experience.

ARTICLE THIRTEEN VACANCIES, PROMOTIONS, AND TRANSFERS

- A. Whenever a vacancy in a professional position that the Superintendent determines to fill occurs during the school year, it will be adequately publicized and emailed to teachers by the Superintendent or his/her designee as far in advance of appointment as possible. During the summer break period, written notice of any such vacancy will be given to the Association President and emailed to teachers. In both situations the qualifications for the position, its duties and compensation in accordance with the current salary schedule, will be clearly set forth.
- B. All teachers will be given the opportunity to make application for such positions. Internal candidates for vacancy, promotion, or transfer will submit a letter of application. The hiring Principal or Superintendent will have access to all candidates' personnel files and will, at his/her discretion, interview candidates deemed qualified for the position.

- C. The Gateway Regional School District ensures equal employment, educational opportunities, and affirmative action regardless of race, color, creed, national origin, sex, sexual orientation, marital status, age, in compliance with Federal Title IX, Massachusetts Chapter 622, or handicap in compliance with Section 504, and other protected status under state and federal law.

Teachers of equal merit and qualifications who are currently employed in the District and who make application will receive every consideration.

ARTICLE FOURTEEN TEACHER ASSIGNMENT

- A. Teachers will be given general written notification of their programs for the coming school year. Such notification will include the schools to which the teachers will be assigned, the grades and/or subjects that they will teach, and any special or unusual classes the teacher will have. Teachers will be notified as soon as practical and under normal circumstances not later than August 1.
- B. The Committee agrees that the Administration will consult with the teachers involved prior to making changes or transfers in assignment. Teachers desiring a transfer will submit a written request to the Superintendent stating the assignment preferred. Any transfer will be made only for the good of the school system and shall not be made for arbitrary, capricious or punitive reasons.
- C. Appointments will be made without regard to race, color, creed, national origin, sex, sexual orientation, marital status, age, in compliance with Federal Title IX, Massachusetts Chapter 622, or handicap in compliance with Section 504, and other protected status under state and federal law.

ARTICLE FIFTEEN INSURANCE

- A. The Committee authorizes seventy percent (70%) of the premium payment of the Blue Cross/Blue Shield P.P.O. plan of the type presently available to teachers. The employer contribution to the H.M.O. plan will be seventy-five percent (75%) with the employee contributing the remaining twenty-five percent (25%).

The health insurance co-payment changes that were made effective in the 2004-05 school year shall remain in effect, and the Association will not file a grievance, unfair labor practice charge, or any other action against the School District.

- B. The Committee authorizes seventy-five percent (75%) of the term life insurance, death and dismemberment, of the type presently available to teachers.

Insurance Deferral - The district shall establish, keep records of, and deduct money for a section 125, also known as a cafeteria plan, for health and life insurance only, for all association members. It is agreed that there will be no expense or charge to association members by the district, or its designee for participation in said plan.

- C. In the event a premium refund or rebate is received from Blue Cross/Blue Shield it shall be distributed as follows:

The first five percent (5%) shall be retained by the Committee to cover administrative costs.

Thirty percent (30%) of the balance remaining after the five percent (5%) reduction shall be paid in equal shares to all Gateway employees enrolled in the current Blue Cross/Blue Shield plan based on their membership. Seventy percent (70%) shall be retained by the Committee.

- D. Health Insurance for Retirees: Employees, as of September 1, 1996, will be entitled to participate in the District's offering of group health insurance for retirees. The plan will commence on August 31, 1999, and the employer contribution will be 50% of the premium with the employee contributing the remaining 50%. If the employee is not on the District's health insurance plan at the time of the retirement, he/she will not subsequently be able to participate in the retiree health insurance plan. A surviving spouse of a retiree may continue on the group health insurance plan provided the surviving spouse contributes 100% of the cost of the premiums until such time as the surviving spouse is eligible for social security benefits.

When the employee is eligible for Social Security benefits, the employee will no longer be able to participate in the District's health plan offering for retirees. At this time the employee will be eligible to receive from the District a 50% contribution of the premium for any supplemental coverage including Medex Gold. A surviving spouse who seeks supplemental coverage, including Medex Gold, will be required to pay 100% of the premium cost.

ARTICLE SIXTEEN TEACHER PROTECTION

- A. Teachers will report all cases of assault suffered by them in connection with their employment to the principal of their school; such report will be forwarded in writing to the Superintendent of Schools.
- B. Whenever a teacher is absent from school as a result of an accident or injury arising out of and in the course of employment he/she will, if all conditions are met, be paid in accordance with Article IX, Sections A and G of this Agreement.
- C. The Committee will reimburse teachers for:
1. Clothing or personal property damaged or destroyed will be reimbursed subject to a \$100 deductible for each incident if not covered by other employee coverage.
 2. The cost of medical, surgical, or hospital service incurred as the result of any injury sustained in the course of his/her employment not paid for under the provisions of Workmen's Compensation Insurance.
- D. If a civil proceeding or criminal complaint is brought against a teacher alleging that he/she committed an assault in the course of his/her employment, the Committee will furnish legal counsel to defend him/her unless his/her action was willful, wanton, malicious or otherwise removed from indemnification under Chapter 258, Section 9 of the General Laws of Massachusetts.

ARTICLE SEVENTEEN CLASS SIZE

The Committee will make every effort to bring about desirable pupil-teacher ratios and is aware of existing class size and various physical (building) limitations. Plans for future facilities and organizational structure will remain cognizant of recommended class-size levels.

ARTICLE EIGHTEEN SPECIALISTS

- A. The Committee and the Association recognize that an adequate number of competent specialists are essential to the operation of an effective educational program. There are two groups of specialists:

GROUP A - Specialists with whom elementary teachers are permitted to leave for preparation time: art, music, physical education, STEM, and health.

GROUP B - Specialists with whom elementary teachers remain in the classroom: reading, speech, occupational therapist, physical therapist, adjustment counselor, special education, and all other similar type positions.

- B. Elementary teachers will be permitted to use as preparation periods those times when a specialist in Group A is conducting their classes. The Administration reserves the right to require the classroom teacher's attendance for the final five (5) minutes for purposes of subject continuity between the specialists scheduled visitations.
- C. The assignments for specialists, in Group A & B, will be scheduled with a view towards minimizing travel time per day.

ARTICLE NINETEEN ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Association shall have the right to utilize areas of the schools, provided they inform the principal and/or the Business Manager and submit a completed building use form. Such use of the building will be during the regular work schedule of the custodian.

Association use of the building may not take precedence over previously scheduled activities nor be in violation of approved committee policies.

- B. No teacher will be prevented from wearing membership pins or other identification of membership in the Association of any other teacher organization.
- C. The Association will have the right to place notices, circulars, and other materials in teachers' mailboxes and may utilize one bulletin board in each school building for the purpose of display, notices, circulars, and other Association materials. It is also understood that such bulletin board is not to be within an area frequented by pupils. Copies of posted materials will be provided to the Administration upon request, but advance approval of the Administration is not needed.
- D. The Committee agrees to provide the Association, upon written request, with names and addresses of all new teachers by the end of the second week of school. The Committee further agrees to provide the Association, upon written request, with a complete listing of all faculty members.
- E. The Association shall have the right to address teachers at staff meetings held prior to the opening of school.
- F. The Committee agrees to allow two (2) or more Association officers or two (2) or more delegates time to attend state and/or national association meetings and conferences at the discretion of the Superintendent of Schools on a professional-day basis.
- G. A copy of the up-to-date School Committee Policy will be provided to the President of the Teachers' Association upon written request.
- H. Reduction of Staff (See Appendix D).
- I. The Association may use internal email for Association communication in accordance with the current practice. The Association understands that all email is archived.

- J. Bargaining unit members shall not be discriminated against for engaging in union activity pursuant to MGL c. 150E.

With permission from the administration, the president and vice president of GEA may be released from their daily non-instructional duty in order to address union business.

ARTICLE TWENTY CRIMINAL OFFENDER RECORD INFORMATION CHECKS

The following applies to criminal offender record information ("CORI") checks pursuant to Chapter 385 of the Acts of 2002 including fingerprint based criminal record checks as required by M.G.L. c. 71, § 38R, as amended by H.B. 4307, § 7":

- a. CORI checks will be conducted once every three (3) years for employees covered by this Agreement, or more often with reasonable cause. In addition, CORI checks will be done prior to employment including fingerprint based criminal record checks as required by M.G.L. c. 71, § 38R, as amended by H.B. 4307, § 7"
- b. A copy of a CORI report will be available to the employee. If the CORI report shows any activity, a copy will be sent to the employee including fingerprint based criminal record checks as required by M.G.L. c. 71, § 38R, as amended by H.B. 4307, § 7"
- c. All CORI reports including fingerprint based criminal record checks as required by M.G.L. c. 71, § 38R, as amended by H.B. 4307, § 7" will be maintained in the Superintendent's office in separate confidential files
- d. The Superintendent or other administrator in his/her central office designated by the Superintendent will be the only people authorized to request CORI checks including fingerprint based criminal record checks as required by M.G.L. c. 71, § 38R, as amended by H.B. 4307, § 7"

Any disciplinary action taken as a result of CORI checks including fingerprint based criminal record checks as required by M.G.L. c. 71, § 38R, as amended by H.B. 4307, § 7" will be in accordance with this Agreement and/or law.

ARTICLE TWENTY-ONE TEACHER EVALUATION

- A. New teachers to the system will be observed at least three (3) times prior to December 1 of their first school year by their supervisor, including one (1) formal clinical observation.
- B. Each teacher will have the right to discuss his/her evaluation report with their superiors. Observations of the work performance will be conducted openly on all teachers and copies of the evaluation reports will be furnished to the staff member evaluated.
- C. Formal Committee evaluation of the first-year teacher will occur no earlier than December 1, under normal conditions. The Administration and Committee do reserve the right to evaluate and take action in those situations that deteriorate to the point that the welfare of the students, educationally and emotionally, is jeopardized.
- D. Complaints of a serious nature that affect the teacher's community image, school performance, or final evaluation, will be called to the attention of the teacher by the Administration.
- E. No material derogatory to a teacher's conduct, service, character, or personality will be placed in his/her personnel file unless the teacher has had an opportunity to review such material. The

teacher shall receive a copy of such material. The teacher shall acknowledge that they had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher will also have the right to submit a written answer to such material and his/her answer shall be attached to the file copy.

- F. Any teacher shall have the right, upon written request, to be granted an appointment to inspect the contents of his/her personnel folder and make copies of such contents and records as concerns his/her work or himself. The Administration and Teacher reserve the right to have a witness in attendance and at the appointed time of inspection.
- G. The teacher evaluation procedure will be subject to collective bargaining between the parties. The Gateway Regional School District Teacher Evaluation System meeting the evaluation requirements of the Massachusetts DESE. The use of District Determined Measures, the use of student feedback and/or parent feedback, and Electronic reporting of observations shall be collaboratively developed using a district committee composed of teachers and administrators is attached as Appendix E.

ARTICLE TWENTY-TWO PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

- A. The Committee will pay full expenses for any teacher required to attend workshops when such workshops are conducted outside the District.
- B. HORIZONTAL GROWTH
- C. Approval for courses or programs must be secured in advance except in the case of present personnel who may submit credits for review by the Superintendent. If acceptable, such credits will be allowed toward placement on B+15, M, M+15, M+30, and M+45. For courses taken while matriculated in a program the teacher must receive a grade that is acceptable for credit by the granting institution to qualify for movement on the salary schedule. For courses taken outside of a matriculated program, the teacher must attain a grade of at least a B- (80) for credit to be granted for horizontal movement. No pass/fail courses for salary movement are allowed if the teacher had the option of a letter grade instead of pass/fail. Teachers submitting course approval forms for a pass/fail course that will be used for salary movement must provide documentation that no option for a letter grade was available. Pass/fail courses will be allowed for the sole purpose of fulfilling a teacher's professional development responsibilities (P.D.P.'s) even if a letter grade option was available.
 - a.) Advancement to B+15: Horizontal advancement to the B+15 scale will be made when sufficient credits are received in such courses or programs as may be approved by the Superintendent of Schools.
 - b.) Up to six (6) credits earned beyond B+15 level, which are not applied to a Master's may be used for horizontal advancement to M+15 provided such credits are in an appropriate field and have received advance approval by the Superintendent of Schools on a form to be provided and maintained in each individual's personal file.
 - c.) Advancement to Master's level: Horizontal advancement to the Masters scale will be made when sufficient credits in an appropriate field as determined by the Superintendent of Schools have been completed. Upon the Superintendent's approval of the Master's program, individual courses within the program need not be approved unless the course was not part of the program originally approved.

- d.) Advancement to M+15, M+30, or M+45: Credits that have been used for placement on the B+15 scale will not be used for placement on the M+15, M+30, or M+45 scale. (Cross Reference. See Advancement to B+15, Paragraph 2a.)
 - e.) Horizontal advancement to the M+15, M+30, and M+45 scale will be made when sufficient credits in an appropriate field as determined by an advance course plan, filed and approved by the Superintendent of Schools have been completed.
 - f.) Nurses shall be reimbursed for Continuing Education Units taken for recertification.
 - g.) Professional staff must be employed at least fifty percent (50%) of the prior school year in order to be eligible for a step increase in September of the upcoming year. If a teacher is hired after the commencement of the school year and was teaching in another Massachusetts public school system for the balance of said year, said teacher may be credited for the year for purposes of determining the teacher's step movement on the salary scale for the following year.
- D. Advancement on "Salary Schedule - Appendix A" to occur mid-school year and beginning of school year when the educational status warrants a change. A teacher must give written notice to the Superintendent of Schools by December 1st of each year preceding that which he/she expects to be eligible for horizontal movement on the salary schedule. Failure to do so will result in no movement on the salary schedule in the following school year. In addition, a teacher must submit acceptable documentation of a change in educational status to the Superintendent by September 1st of the year in which said change occurs in order to be eligible for horizontal movement on the salary schedule effective the beginning of school year, or by February 1st in order to be eligible for horizontal movement on the salary schedule effective mid-school year. Examples of acceptable documentation are a transcript, copy of diploma, grade report or a letter from course instructor on official letterhead. If acceptable documentation is submitted after February 1st, the teacher will not be eligible for horizontal movement until the following school year.
- E. Certain days will be designated as workshop days. On said days, pupils will not be in attendance. The planning and implementation of the programs for workshop days will be the joint responsibility of the Committee and the Association.
- F. The District and the Association shall form a professional development committee that will convene to design/modify the district's professional development handbook to meet the needs of staff based upon staff input, concerns, certification/recertification needs, school and district goals and the school and district improvement plans. The committee shall also act as a clearinghouse of in-house professional development that may be proposed/conducted by district staff. The goal of the committee is to provide professional development that enables staff to improve student performance.
- G. The committee shall consist of five teachers selected by the president of the GEA and four administrators selected by the superintendent that are broadly representative of the professional staff in the district in terms of licensure, professional experience and subject areas taught or administered. The committee shall convene quarterly, or more by mutual agreement. The committee will make recommendations to the superintendent and leadership team regarding the formation and implementation of a unified professional development handbook and yearly plan.
- H. Teachers serving on the Professional Development Committee will receive a stipend as outlined in Appendix B-2, Intramural/Advisorships in the Unit A contract. Staff members will be provided a \$600 stipend for teaching an approved course that meets certification requirements, is a minimum of 10 hours in length, and concludes with a form of evaluation that can be used in the workplace (a curriculum; assessment document; instructional tool, etc.).

**ARTICLE TWENTY-THREE
TEXTBOOKS AND LEARNING MATERIALS**

The committee will provide sufficient textbooks and learning materials to ensure that each pupil in a classroom has textbooks and learning materials available to him/her. Selection of textbooks shall be in accordance with M.G.L. Chapter 71, Section 48.

**ARTICLE TWENTY-FOUR
TEACHER FACILITIES**

The School Committee will make every attempt to furnish and maintain school buildings with the proper materials, equipment, and facilities in order to operate efficiently.

**ARTICLE TWENTY-FIVE
GENERAL**

- A. If any provisions of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.
- B. This Agreement constitutes Committee policy with respect to teacher's wages, hours and other conditions of their employment and the Committee will carry out the commitments contained herein and give them full force and effect as Committee policy. The Committee will amend its Administrative Regulations and take such other actions as may be necessary in order to give full force and effect to the provisions of this Agreement.
- C. There will be no reprisals of any kind taken against any teacher by reason of his/her membership in the Association.
- D. The Committee and the Association will each pay one half of the cost of printing an appropriate number of copies of this Agreement. Copies of this Agreement will be given to each teacher, now during the life of the Agreement, in the employ of the Gateway Regional School District.
- E. The School Committee reserves the right to create temporary extra-curricular positions. The provisions of Article XIII will apply in this event.
- F. Before the Committee adopts a change of policy, which affects wages, hours, and conditions of employment, the Committee will notify the Association President in writing that it is considering such a change; such notice may be in the form of an agenda which includes the draft policy which will be mailed (via postal service or email) to the Association President and noted as such. If no discussion and/or clarification has been requested by the Association within fifteen (15) working days of the receipt of the notice, the policy will no longer be open for discussion or for the grievance procedure. This policy also applies to creation of new positions in the bargaining unit.
- G. No teacher with professional teaching status (PTS) will be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. If a teacher with PTS is given a disciplinary action involving either a suspension or dismissal from employment, the teacher may elect to either follow the grievance procedure to arbitration or follow the procedure set forth in the Education Reform Act of 1993.

No teacher without professional teaching status (PTS) will be disciplined (except as provided below), reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. If a teacher without professional teaching status is given a disciplinary action,

involving suspension or dismissal from employment, the teacher must follow the procedure outlined in the Education Reform Act of 1993.

ARTICLE TWENTY-SIX RETIREMENT NOTICE

Retirement Notice – Decisions to retire must be submitted by January 1 of the year in which the employee will retire.

ARTICLE TWENTY-SEVEN MANAGEMENT RIGHTS

Management's Rights - Management, by this Agreement concedes only so much authority as is explicitly conceded by the language of the contract. It is expressly understood that Management retains the authority and right to direct employees in this unit in the performance of their job functions and duties. The rights of management include, but are not limited to, the right to hire, fire, discipline, and direct employees, and to make decisions as to the number of staff. The enumeration of particular rights in this provision is not exclusive and shall not limit the rights of management. It is understood that this provision is subject to the language of the Collective Bargaining Agreement.

ARTICLE TWENTY-EIGHT LONGEVITY

Teachers shall be eligible for the following longevity based upon their continuous service in a Gateway Teachers' Association bargaining position:

13 continuous years of service to 17 years of service	\$1,900
18 continuous years of service to 22 years of service	\$2,400
23 continuous years of service to 27 years of service	\$3,100
28 or more years of continuous service	\$3,800

ARTICLE TWENTY-NINE ELECTRONIC GRADING

- a. Teachers from grades 3-12 will post student grades electronically no later than ten (10) school days, or as soon as practicable, after the due date for the assignment or date of the quiz, test, or examination except that all relevant grades will be posted by the dates of progress reports or report cards. It is understood that long-term, major projects and presentations may not be posted on-line within ten (10) school days, but will be posted by the dates of progress reports or report cards if they are to be counted in the final average.
- b. If elementary school teachers in grades kindergarten through 2 are required to participate in online grading, it may take place no earlier than the 2012-2013 school year and they will be trained before implementation.
- c. All teachers doing on-line grading will be trained, have access to a help desk, will not be held responsible for computer or software issues or problems not under their control, will not be responsible for any issues of computer hacking or sharing of passwords by parents or students.
- d. An annual letter will be provided to all parents who have access to student grades online, which will include the following language:
 - i. Grades are not updated on a daily basis. Depending on individual course grading requirements, teachers may update on-line grades based on the completion of units, labs, projects, papers or groups of homework and class work assignments.

- ii. At the beginning of a marking period, there are often few grades entered while there may be many assignments posted. This may skew the total grade for the marking period.
- iii. Major projects, presentations and cumulative examinations often come toward the end of a marking period and can have significant impact on the overall grade. Thus, it is important for parents to be aware that such activities can result in a substantial change in a student's grade by the time the grading period ends.
- iv. Grading requirements are explained in course outlines, the syllabus, and at Open Houses.
- v. Parent access and passwords should be safeguarded.

ARTICLE THIRTY USING ELECTRONIC COMMUNICATIONS

- a. Teachers shall have a current classroom webpage or provide a link to current classroom information placed on Google Classroom or an Electronic Lesson Plan student management system.
- b. Teachers are encouraged to maintain and update their webpage or student management information on a consistent basis to ensure that information is current and relevant to classroom activities.
- c. The district will provide professional development opportunities and training on web page design, maintenance, and publishing for the district's website, or on the use of student management systems supported by the district (Google Classroom and Electronic Lesson Plans) through group and individual professional development activities as well as providing technical support to small groups and individuals on an as needed basis. The district shall provide during contract hours professional development for all teachers relevant to the implementation of a new district web hosting company including an overview of using the system, opportunities to create/modify classroom templates, and ongoing support through trained staff, webinars, and online tutorials.
- d. The district will provide classroom web page "templates" to all teachers, which will include the basic information to be included on all electronic communication choices under this section. Teachers may elect to use these templates or develop their own.
- e. Teachers publishing web pages, using Moodle/Google Applications or other electronic classroom management/communication avenues will ensure that they meet the requirements of the district's Acceptable Use Policy (AUP) and will not be held responsible for computer or software issues or problems not under their control or be responsible for any issues of computer hacking or sharing of passwords by parents or students.
- f. Teacher communications using any type of media (hardcopy or electronic) must be archived under Public Records Law and therefore all use of social media (defined as any type of online publication that allows interactive communication) will conform to district policies and approved social media providers.

ARTICLE THIRTY-ONE ON-LINE LEARNING

The committee and the Association recognize that an On-Line Distance Learning Program, whereby students enroll in on-line courses through contracted services, i.e., Aventa and Keystone, will be advantageous to meeting the needs of students in the Gateway Regional School District. To meet those needs the parties agree to collaboratively establish an on-line distance-learning program within the following guidelines:

- a. Members of the bargaining unit shall proctor* all on-line distance learning courses within the district with assignments based upon teacher qualifications, when possible.
- b. Enrollment for on-line distance learning course schedules shall be within the confines of Article Seventeen of the GEA contract with the understanding that not all students within a

given teaching period will necessarily be taking the same on-line course or that on-line course work needs to be completed within the normal school day (i.e., a student may take a full course load within the school day and an additional on-line course as an overload).

- c. Scheduling of on-line courses shall be done by the building principal or his/her designee and students shall be selected for these courses based upon established rules and regulations as published in the student handbook.
- d. A teacher assigned to proctor on-line learning during a specified block shall have that block designated as one of his/her teaching blocks for the day as established by Article Five of the GEA contract.
- e. Any teacher proctoring on-line learning during a specified block in excess of the teaching load established in Article Five shall receive overload compensation as described in Article Five, Section D.
- f. The District and Association hereby agree that students needing a specific course and that cannot fit the offered course into their schedule, are allowed to take that course as an online course as outlined in Article Thirty-One: On-Line Learning.
- g. There will be no Reduction in Force (RIF) of unit members due to the offering of on-line courses. This does not preclude the use of an on-line program to provide instruction where limited enrollment precludes a course offering taught by a bargaining unit member in a regular classroom setting.
- h. Evaluation of on-line learning proctors shall be mutually agreed to between the GEA and the District.
- i. On-line courses shall be coordinated on a district level by the superintendent or his/her designee. This individual will ensure that distance learning providers are appropriately certified, that students meet the relevant criteria for taking distance learning courses, that all financial arrangements are taken care of, that appropriate technical resources are available, that students are appropriately registered in distance learning courses and that any issues arising from these courses are handled in an appropriate manner. Should this designee be a member of the GEA Unit A bargaining unit they will be paid a stipend as defined in Appendix B-2.
- j. The District and Association hereby agree that a teacher may apply to mentor online students in their content area for a stipend and that this mentoring shall consist of checking in with the student at least weekly to see if any assistance is needed. An online 'mentor' will not be responsible for 'proctoring' a course per the description in section "a" and so will therefore not have a teaching block designated for this mentoring nor shall they have this mentoring considered as an 'excess teaching load' but rather accept the agreed to stipend as compensation for mentoring. The agreed upon stipend is \$500 per student per semester mentored

* Proctor means to take attendance, update student information, ensure grades are obtained in a timely manner for progress reports and report cards, supervise classroom behavior, contact tech department for resolution of technical issues, monitor student progress and provide student orientation for on-line distance learning courses. Teachers will be provided with all of the necessary training to be a proctor.

ARTICLE THIRTY-TWO SURVEILLANCE EQUIPMENT

The use of eavesdropping, public address, audio systems, security cameras and other similar surveillance equipment shall not be utilized in the evaluation or supervision of teachers.

**ARTICLE THIRTY-THREE
MUTUAL RESPECT/TEACHER PROTECTION**

- A. The District and Association agree that mutual respect between and among administrators, employees, and co-workers is vital to the efficient operations of the Gateway Regional School District. The Gateway Regional School Committee believes that preventing bullying and/or harassment is critical for creating and maintaining a safe, secure and positive school climate and culture, which in turn supports academic achievement, increases school engagement, respects the rights of all individuals and groups, and purposefully builds community.
- B. Both parties agree the Association President and/or his/her designee(s) should meet regularly with District administrators to review and discuss areas of interest to the District and Association. Such meetings will ordinarily take place on a monthly basis. Matters will be resolved promptly.
- C. Adverse criticism of an employee by the employer or its agent shall be made in confidence and not in the presence of students or parents nor in other public gatherings. An administrator who receives criticism which they believe is valid shall call it to the attention of the employee as soon as possible.

**ARTICLE THIRTY-FOUR
COLLABORATIVE LABOR/MANAGEMENT MEETING**


The GEA president (or his or her designee), MTA representative, the superintendent (or his or her designee), and the school committee lawyer will meet monthly. This will be a collaborative meeting to answer questions from both labor and management and have no set agenda.

**ARTICLE THIRTY-FIVE
DURATION**

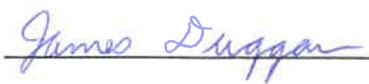
- A. This Agreement will be effective August 15, 2021, and will continue and remain in effect until August 14, 2024, and shall thereafter automatically renew itself for successive terms of one (1) year unless by November 15 next, prior to expiration of the contract year involve, either the Committee or the Association shall have given the other written notice terminating the Agreement upon expiration of said contract year.
- B. The Provisions of Article IV, Salaries, and any Appendices pertaining thereto will remain in full force and effect until August 14, 2024. Not later than November 15, 2023, and each year thereafter the parties will enter into negotiations pursuant to the procedures set forth in this Agreement for salary scheduled to become effective at the beginning of the subsequent school year and each year thereafter. The Committee recognizes the right of the Association to reopen negotiations each year under the provisions outlined above.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this 15th day of June 2021.

**GATEWAY REGIONAL DISTRICT
SCHOOL COMMITTEE**



**GATEWAY REGIONAL EDUCATION
ASSOCIATION, INC.**



APPENDIX A

FY 22						
Step	B	B + 15	M	M + 15	M + 30	M+45
1	\$45,773	\$47,046	\$49,926	\$51,578	\$54,877	\$58,169
2	\$46,779	\$48,082	\$51,024	\$52,713	\$56,085	\$59,449
3	\$47,808	\$49,140	\$52,148	\$53,872	\$57,318	\$60,756
4	\$48,860	\$50,221	\$53,294	\$55,058	\$58,580	\$62,094
5	\$49,935	\$51,325	\$54,467	\$56,268	\$59,868	\$63,459
6	\$51,034	\$52,455	\$55,665	\$57,507	\$61,185	\$64,856
7	\$52,157	\$53,608	\$56,889	\$58,771	\$62,531	\$66,282
8	\$53,303	\$54,787	\$58,141	\$60,065	\$63,907	\$67,740
9	\$54,476	\$55,993	\$59,420	\$61,387	\$65,313	\$69,230
10	\$55,675	\$57,225	\$60,728	\$62,737	\$66,750	\$70,753
11	\$56,900	\$58,484	\$62,064	\$64,117	\$68,219	\$72,310
12	\$58,151	\$59,771	\$63,429	\$65,528	\$69,719	\$73,901
13	\$59,430	\$61,086	\$64,824	\$66,969	\$71,253	\$75,527
14	\$61,000	\$62,705	\$66,250	\$68,442	\$72,821	\$77,189
15	\$0	\$0	\$68,063	\$70,316	\$74,813	\$79,302

FY '23						
Step	B	B + 15	M	M + 15	M + 30	M+45
1	\$46,917	\$48,223	\$51,174	\$52,868	\$56,249	\$59,623
2	\$47,949	\$49,284	\$52,300	\$54,030	\$57,487	\$60,935
3	\$49,004	\$50,368	\$53,451	\$55,219	\$58,751	\$62,275
4	\$50,082	\$51,476	\$54,626	\$56,434	\$60,044	\$63,646
5	\$51,183	\$52,609	\$55,829	\$57,675	\$61,365	\$65,046
6	\$52,310	\$53,766	\$57,057	\$58,944	\$62,714	\$66,477
7	\$53,461	\$54,948	\$58,312	\$60,241	\$64,094	\$67,939
8	\$54,636	\$56,157	\$59,595	\$61,566	\$65,505	\$69,434
9	\$55,838	\$57,393	\$60,906	\$62,921	\$66,945	\$70,961
10	\$57,067	\$58,656	\$62,246	\$64,306	\$68,419	\$72,522
11	\$58,322	\$59,946	\$63,616	\$65,720	\$69,924	\$74,118
12	\$59,605	\$61,265	\$65,014	\$67,166	\$71,462	\$75,749
13	\$60,916	\$62,613	\$66,445	\$68,643	\$73,034	\$77,415
14	\$62,525	\$64,272	\$67,906	\$70,153	\$74,641	\$79,118
15	\$0	\$0	\$69,764	\$72,074	\$76,683	\$81,284

FY '24						
Step	B	B + 15	M	M + 15	M + 30	M+45
1	\$48,090	\$49,428	\$52,453	\$54,189	\$57,655	\$61,113
2	\$49,147	\$50,516	\$53,608	\$55,381	\$58,924	\$62,458
3	\$50,229	\$51,627	\$54,787	\$56,600	\$60,220	\$63,832
4	\$51,334	\$52,763	\$55,992	\$57,845	\$61,545	\$65,237
5	\$52,463	\$53,924	\$57,224	\$59,117	\$62,899	\$66,672
6	\$53,617	\$55,110	\$58,484	\$60,418	\$64,282	\$68,139
7	\$54,797	\$56,322	\$59,770	\$61,747	\$65,697	\$69,637
8	\$56,002	\$57,561	\$61,084	\$63,106	\$67,142	\$71,170
9	\$57,234	\$58,828	\$62,428	\$64,494	\$68,619	\$72,735
10	\$58,493	\$60,122	\$63,802	\$65,913	\$70,129	\$74,335
11	\$59,780	\$61,444	\$65,206	\$67,363	\$71,672	\$75,971
12	\$61,095	\$62,797	\$66,640	\$68,845	\$73,249	\$77,642
13	\$62,439	\$64,178	\$68,106	\$70,359	\$74,860	\$79,350
14	\$64,088	\$65,879	\$69,604	\$71,907	\$76,507	\$81,096
15	\$0	\$0	\$71,508	\$73,875	\$78,600	\$83,317

*CREDITS TOWARD M + 45 COLUMN APPLICABLE TO THOSE COURSES TAKEN AFTER 9/1/93.

APPENDIX B-1 SALARY SCHEDULE FOR INTERSCHOLASTIC ACTIVITIES

2021-22	Step 1	Step 2	Step 3	Step 4	Step 5		*
Athletic Director	--	--	--	--	\$10,543	**	--
Basketball (B & G)	\$4,036	\$4,170	\$4,310	\$4,454	\$4,604		\$245
JV Basketball (B & G)	\$2,820	\$2,919	\$3,015	\$3,118	\$3,225		\$179
Baseball	\$3,389	\$3,501	\$3,621	\$3,739	\$3,867		\$209
JV Baseball	\$2,381	\$2,459	\$2,544	\$2,631	\$2,716		\$140
Softball	\$3,389	\$3,501	\$3,621	\$3,739	\$3,867		\$209
JV Softball	\$2,381	\$2,459	\$2,544	\$2,631	\$2,716		\$140
Gymnastics	\$2,820	\$2,919	\$3,015	\$3,118	\$3,225		\$209
Soccer (B & G)	\$3,389	\$3,501	\$3,621	\$3,739	\$3,867		\$209
JV Soccer (B & G)	\$2,381	\$2,459	\$2,544	\$2,631	\$2,716		\$140
Wrestling	\$2,743	\$2,837	\$2,928	\$3,026	\$3,131		\$209
Golf	\$2,259	\$2,335	\$2,415	\$2,494	\$2,578		\$179
X-Country Running (B & G)	\$2,259	\$2,335	\$2,415	\$2,494	\$2,578		\$179
X-Country Skiing (B & G)	\$2,259	\$2,335	\$2,415	\$2,494	\$2,578		\$179
Alpine Skiing (B & G)	\$2,259	\$2,335	\$2,415	\$2,494	\$2,578		\$179
2022-23	Step 1	Step 2	Step 3	Step 4	Step 5		*
Athletic Director	--	--	--	--	\$10,806	**	--
Basketball (B & G)	\$4,137	\$4,274	\$4,417	\$4,566	\$4,719		\$251

JV Basketball (B & G)	\$2,891	\$2,992	\$3,090	\$3,196	\$3,306		\$183
Baseball	\$3,474	\$3,588	\$3,712	\$3,833	\$3,963		\$214
JV Baseball	\$2,440	\$2,521	\$2,607	\$2,696	\$2,784		\$143
Softball	\$3,474	\$3,588	\$3,712	\$3,833	\$3,963		\$214
JV Softball	\$2,440	\$2,521	\$2,607	\$2,696	\$2,784		\$143
Gymnastics	\$2,891	\$2,992	\$3,090	\$3,196	\$3,306		\$214
Soccer (B & G)	\$3,474	\$3,588	\$3,712	\$3,833	\$3,963		\$214
JV Soccer (B & G)	\$2,440	\$2,521	\$2,607	\$2,696	\$2,784		\$143
Wrestling	\$2,811	\$2,908	\$3,002	\$3,102	\$3,210		\$214
Golf	\$2,316	\$2,393	\$2,476	\$2,556	\$2,642		\$183
X-Country Running (B & G)	\$2,316	\$2,393	\$2,476	\$2,556	\$2,642		\$183
X-Country Skiing (B & G)	\$2,316	\$2,393	\$2,476	\$2,556	\$2,642		\$183
Alpine Skiing (B & G)	\$2,316	\$2,393	\$2,476	\$2,556	\$2,642		\$183
2023-24	Step 1	Step 2	Step 3	Step 4	Step 5		*
Athletic Director	--	--	--	--	\$11,076	**	--
Basketball (B & G)	\$4,240	\$4,381	\$4,528	\$4,680	\$4,837		\$257
JV Basketball (B & G)	\$2,963	\$3,067	\$3,168	\$3,276	\$3,389		\$188
Baseball	\$3,561	\$3,678	\$3,804	\$3,929	\$4,063		\$220
JV Baseball	\$2,501	\$2,584	\$2,673	\$2,764	\$2,854		\$147
Softball	\$3,561	\$3,678	\$3,804	\$3,929	\$4,063		\$220
JV Softball	\$2,501	\$2,584	\$2,673	\$2,764	\$2,854		\$147
Gymnastics	\$2,963	\$3,067	\$3,168	\$3,276	\$3,389		\$220
Soccer (B & G)	\$3,561	\$3,678	\$3,804	\$3,929	\$4,063		\$220
JV Soccer (B & G)	\$2,501	\$2,584	\$2,673	\$2,764	\$2,854		\$147
Wrestling	\$2,882	\$2,980	\$3,077	\$3,180	\$3,290		\$220
Golf	\$2,374	\$2,453	\$2,538	\$2,620	\$2,708		\$188
X-Country Running (B & G)	\$2,374	\$2,453	\$2,538	\$2,620	\$2,708		\$188
X-Country Skiing (B & G)	\$2,374	\$2,453	\$2,538	\$2,620	\$2,708		\$188
Alpine Skiing (B & G)	\$2,374	\$2,453	\$2,538	\$2,620	\$2,708		\$188

Coaches would then remain at the entry step until they have acquired the next appropriate year of experience. Step placement based on years of experience. Step 5 is the maximum step for level of experience.

*Applies only to post-season tournament or playoff games/meets for which the team qualifies under rules and practices.

**Athletic Director Salary will be reduced by \$50 for each game (fall and winter) where the Athletic Director is not the game administrator.

***Athletic Director Summer Stipend (\$800) is contingent on the AD getting a satisfactory rating on a mutually agreed upon evaluation process.

APPENDIX B-2 INTRAMURAL/ADVISORSHIPS

POSITION	2021-22	2022-23	2023-24
High School As Schools Match Wits Advisor	\$608	\$623	\$639
High School Crew Tech. Advisor	\$2,194	\$2,249	\$2,305
High School Drama Advisor	\$2,390	\$2,450	\$2,511
High School Drama Scenery Arts Advisor	\$730	\$749	\$767
High School Gay/Straight Alliance Advisor	\$621	\$637	\$653
High School Music Advisor*	\$2,251	\$2,307	\$2,365
High School National Honor Society Advisor	\$966	\$990	\$1,015
High School Peer Mediation Advisor(s)	\$2,634	\$2,699	\$2,767
High School Perspectives Advisor	\$730	\$749	\$767
High School Student Council Advisor(s)	\$1,913	\$1,960	\$2,009
High School Yearbook Advisor	\$2,493	\$2,555	\$2,619
High School Yearbook Business Manager	\$1,434	\$1,470	\$1,507
High School Fall Intramural Advisor	\$619	\$635	\$650
High School Winter Intramural Advisor	\$619	\$635	\$650
High School Spring Intramural Advisor	\$619	\$635	\$650
Senior Class Advisor(s)	\$1,617	\$1,657	\$1,699
Junior Class Advisor(s)	\$1,617	\$1,657	\$1,699
Sophomore Class Advisor(s)	\$814	\$834	\$855
Freshmen Class Advisor(s)	\$675	\$692	\$709
Middle School Drama Advisor	\$1,792	\$1,837	\$1,883
Middle School Drama Scenery Arts Advisor	\$548	\$561	\$575
Middle School Intramurals – Fall	\$1,120	\$1,148	\$1,177
Middle School Intramurals – Spring	\$1,678	\$1,720	\$1,763
Middle School Jazz Studies Advisor	\$1,195	\$1,225	\$1,256
Middle School Peer Mediation Advisor	\$1,317	\$1,350	\$1,383
Middle School Student Council Advisor	\$956	\$980	\$1,004
Middle School Team Leader(s) (per person)	\$1,892	\$1,939	\$1,988
8th Grade Washington, D.C. Advisor	\$940	\$964	\$988
Middle School Yearbook Advisor	\$1,870	\$1,916	\$1,964
Elementary Head Teachers (per person)	\$1,892	\$1,939	\$1,988
Guidance Director	\$1,846	\$1,892	\$1,940
Professional Development team (per person)	\$584	\$599	\$614
Building Technology Representative (per person)	\$2,194	\$2,249	\$2,305
Choreographer	\$1,042	\$1,069	\$1,095
Be Green Advisor	\$372	\$382	\$391
Department Head (7-12) - Level 1: English Language Arts, Mathematics, Science, Art/Technology/Engineering, Social Studies (History/Social Studies)	\$2,236	\$2,292	\$2,349
Department Head - Level 2: Performing Arts, Health/P.E., World Languages	\$2,236	\$2,292	\$2,349
Mentor for teacher	\$1,329	\$1,362	\$1,396
Outdoor Club	\$583	\$598	\$613

POSITION	2021-22	2022-23	2023-24
Model UN Advisor	\$849	\$870	\$892
Nurse Leader	\$3,000	\$3,075	\$3,152
Red Cross Advisor	\$583	\$598	\$613
Pre-School Coordinator	\$2,236	\$2,292	\$2,349
Online Course Designee	\$4,590	\$4,705	\$4,823
SLP Coordinator (monthly)	\$1,000	\$1,025	\$1,050
Spirit Squad Advisor	\$619	\$635	\$650
Orientation and Mobility Specialist	\$11,673	\$11,965	\$12,264

*Split evenly between vocal and instrumental music directors

APPENDIX C NURSES

Nurses shall work the same hours as teachers (i.e. the school day). Nurses shall be reimbursed for Continuing Education Units taken for recertification.

Nurses with a BSN degree shall be placed on the teachers' salary schedule on the Bachelor's column. Nurses will proceed along the salary schedule in the same fashion as a teacher. Nurses will be salaried and will follow the work obligations of the teachers' contract. Nurses will receive no preparation periods. Nurses that are less than full-time will be prorated according to the teachers' contract.

APPENDIX D REDUCTION IN STAFF

In the event it becomes necessary to reduce the number of employees in the Gateway Regional School District bargaining unit, the following factors shall be considered. The provisions of this Article shall only apply to teachers with professional teacher status.

- a. Teacher's area of competence
- b. Major and/or minor field of study (certification)
- c. Quality of teacher performance, and
- d. Length of service in the Gateway School District and where all factors constituting a, b, and c, above are relatively equal, length of service in the Gateway Regional School District shall govern.

An employee whose position is eliminated shall replace the employee with the lowest seniority anywhere within the school system in an area in which the laid-off employee is qualified, or becomes qualified by the time the reduction in force becomes effective.

"Qualified" means that the teacher has on file with the office of the Superintendent evidence that he/she possesses the necessary certification by the effective date of his/her layoff.

"Seniority" for teachers who began employment as non-substitute teachers in the School District after August, 1981 shall be September 1 of the year in which the teacher began working for the District unless the teacher was hired after September 1 in which case his/her seniority date shall be the date he/she actually commenced teaching in the District on a non-substitute basis.

In cases involving teachers who have identical seniority, preference for retention or recall shall be given to the teacher who has achieved the highest level of training. In no circumstance will a teacher be brought into the system from outside to fill a position if a certified teacher is currently on staff.

Under normal circumstances teachers who are to be affected by a reduction in staff must be notified in writing no later than June 15 of the school year preceding the year in which the reduction will take effect. Said notice shall include the specific reason for the layoff.

Teachers who have been laid off shall be entitled to recall rights for a period of two (2) years or upon first refusal, whichever occurs earlier. "Seniority" for both recalled teachers will be based on their "seniority" prior to lay off.

A list specifying the seniority of each member of the District staff shall be prepared by the Committee and forwarded to the President of the Association within thirty (30) days following the execution of this Agreement. Upon written request, an updated "Seniority List" shall be supplied by the Committee annually thereafter.

Appendix E

Teacher Evaluation System

The district is proposing a new evaluation system to be developed by a joint administrative/teacher committee and ratified by the association and school committee without being reviewed by any negotiation committee.

