

Agenda School Committee Meeting 9.9.24

Mission Statement

The mission of the Gardner Public School System is to prepare, in collaboration with parents, students who are ready upon graduation for the challenges of college and career without remediation. This will be done in a safe, caring, just and equitable environment. Our Core Values are Academic Excellence, Creativity, Respect and Responsibility.

Notice: The listing of agenda items are those reasonably anticipated by the Chairman which may be discussed at the meeting. Not all items listed may in fact be discussed and other items not listed may also be brought up for discussion to the extent permitted by law.

Any person may make a video or audio recording of an open session of a meeting, or may transmit the meeting through any medium, subject to reasonable requirements of the Chair as to the number, placement, and operation of equipment used so as not to interfere with the conduct of the meeting. Any person intending to make such recording shall notify the Chair forthwith. All documents and exhibits used or referenced at the meeting must be submitted in duplicate to the Recording Secretary, as they become part of the meeting minutes.

GARDNER PUBLIC SCHOOLS

REGULAR MEETING OF THE SCHOOL COMMITTEE

Monday, September 9, 2024, 6:30 PM
City Council Chambers, City Hall, Gardner, MA 01440

ORDER OF BUSINESS

- A. **Call to Order**
- B. **Open Time for General Public**
- C. **Recognitions by the Superintendent –**
- D. **Consent Agenda**
 - a. Approval of Minutes: June 10, 2024
 - b. Accept Grant Funds on Grant listing dated September 9, 2024 in the amount of \$2,279,748.00
 - c. Warrant # 24-50, dated June 13, 2024, in the amount of \$247,981.35
 - a. Warrant # 24-51, dated June 20, 2024, in the amount of \$559,584.04
 - b. Warrant # 24-52, dated June 27, 2024, in the amount of \$276,699.75
 - c. Warrant # 24-53, dated June 30, 2024, in the amount of \$677,110.31
 - d. Warrant # 24-54, dated June 30, 2024. in the amount of \$33,454.48
 - e. Warrant # 24-55, dated June 30, 2024, in the amount of \$195,711.62
 - f. Warrant # 25-04, dated July 25, 2024, in the amount of \$570,262.55
 - g. Warrant # 25-05, dated August 1, 2024, in the amount of \$77,809.76
 - h. Warrant # 25-06, dated August 8, 2024. in the amount of \$145,582.67
 - i. Warrant # 25-07, dated August 15, 2024, in the amount of \$922,543.17

Agenda School Committee Meeting 9.9.24

- j. Warrant # 25-08, dated August 22, 2024, in the amount of \$761,296.05
- k. Warrant # 25-09, dated August 29, 2024, in the amount of \$57,592.90
- l. Donations -

- E. **Subcommittee Report**
 - Facilities Subcommittee
 - Finance Subcommittee
 - Policy Subcommittee

- F. **Student Advisory Board –**

- G. **Discussion Items:**
 - New Business**

- Item #3632 First Reading of Policies (Information)**

- AC - Non-Discrimination Policy
 - BHE - Use of Electronic Messaging by School Committee Members
 - EHAA – District Security Relating to Technology (for adoption)
 - EHB – Data and Records Retention (for adoption)
 - GBEE – Personnel Use of Technology (for adoption)
 - IJNDB – Acceptable Use of Technology
 - IJOA-E – Field Trip Approval Form
 - IJNDD Policy on Staff Use of Social Media (for adoption)
 - JIH – Searches and Interrogations
 - KDCB - District Website and Social Media (for adoption)
 - KDD – News Media Relationships/News Releases (for adoption)

- Item #3633 Second Reading of Policies (Vote Required)**

- IJOA – Field Trips
 - IMGA - Service Animals in Schools (for adoption)
 - JI – Student Rights and Responsibilities
 - JICFA – Hazing/ Prohibition of Hazing
 - JICFA-E –Hazing
 - JICH – Alcohol, Tobacco, and Drug Use by Students Prohibited
 - JIE – Pregnant Students

The Policy Subcommittee recommends acceptance of the above policies

- IJNDC – Internet Publication (For Removal - Vote Required)**

The following policies have been found, by the MASC, to be redundant or unnecessary and should be considered for removal from our policy manual

- Item #3634 Ratify Contract Unit A & Unit B (Vote Required)**

- Item #3635 MASC Delegate (Vote Required)**

- Item #3636 Superintendent Goals (Information)**

- Item# 3637 District Improvement Plan (Presentation)**

- Item #3638 Curriculum Coordinator Update (Information)**

- Item #3639 Grants Administrator Update (Presentation)**

- Item #3640 Special Education Update (Information)**

- Item #3641 SEPAC Update (Information)**

Agenda School Committee Meeting 9.9.24

H. **Communications**

I. **Final Comments of School Committee**

J. **Executive Session**

K. **Adjournment**

Briefing
School Committee Meeting 9.9.2024

GARDNER PUBLIC SCHOOLS

BRIEFING

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Subcommittee recommends ratification of Warrant #24-50.
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- E. **Subcommittee Report**
Facilities Subcommittee

Briefing
School Committee Meeting 9.9.2024

Finance Subcommittee
Policy Subcommittee

F. **Student Advisory Board-**

G. **Discussion Items:**
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Item #3632 First Reading of Policies (Information)

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BHE - Use of Electronic Messaging by School Committee Members
EHAA – District Security Relating to Technology (for adoption)
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IJNDB – Acceptable Use of Technology
IJOA-E – Field Trip Approval Form
IJNDD Policy on Staff Use of Social Media (for adoption)
JIH – Searches and Interrogations
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Item #3636 Superintendent Goals (Information)

Item# 3637 District Improvement Plan (Presentation)

Item #3638 Curriculum Coordinator Update (Information)

Item #3639 Grants Administrator Update (Presentation)

Item #3640 Special Education Update (Information)

Item #3641 SEPAC Update (Information)

H. **Communications**

I. **Final Comments of School Committee**

J. **Executive Session**

K. **Adjournment**

Gardner School Committee

City Council Chambers, 95 Pleasant Street, Gardner, Massachusetts

Regular Meeting – June 10, 2024

Members present: Mayor Michael Nicholson, Chairperson
Rachel Cormier
Anne Hurst
John LaFreniere
Shannon Ward-Leighton
Jennifer Pelavin
Robert Swartz

School Personnel Present: Dr. Mark Pellegrino, Superintendent
Terri Hillman, Recording Secretary
Dr. Catherine Goguen, Chief Academic Officer
Corey Tawczynski, Co-Advisor, Grade 4 Student Council
Melissa Paine, College & Career Readiness Program Coordinator
Rebecca McCaffrey, Director of School Health Services
Courtney Dunn, Grants & Communications Manager

Also Present: Zayvian Rowe-Cross, Student Representative

Call to Order

Mayor Nicholson, Chairperson, called the meeting to order at 6:30 pm. The meeting opened with a roll call and the Pledge of Allegiance. Due to a technical difficulty the meeting was not broadcast live on Channel 8 (Gardner Educational Television Station). It was recorded and will be broadcast at a future date and time.

Open Time for the General Public

No one from the General Public was present.

Recognitions by Superintendent

Dr. Pellegrino and Corey Tawczynski, Co-Advisor for the Grade 4 Student Council 2023-2024, recognized the 23 members of the Student Council. The students performed many tasks during the school year from a food drive to the Parent/Teacher Conference. Mayor Nicholson spoke about the luncheon he had with the students at Dunn Park. He was very impressed with the questions they asked. The Mayor and Members of the School Committee encouraged them to keep up their good work as they advance in the school system.

Many of the students and their family members were present. Ms. Christine Raynor, Co-Advisor for the Student Council, could not be present this evening.

Mayor Nicholson declared a recess at 6:40 pm to allow for a photo opportunity. The meeting resumed at 6:45 pm.

Mayor Nicholson asked if there any objections to taking Items #3626, #3628, and #3629 out of order. There were no objections.

Item #3626 -College and Career Readiness Program Coordinator

Ms. Melissa Paine, College & Career Readiness Program Coordinator, presented an update on the program. A printed copy was provided to each School Committee member.

There were 64 students (38 Juniors and 26 Seniors) enrolled in the Early College Academy-Non-Associate Degree Track, and 28 students (15 Juniors and 13 Seniors) enrolled in the Early College Academy-Pathways Associates Degree Track. Thirteen (100% of graduating seniors) received Associates Degrees.

Ms. Paine presented information on the student enrollments for the 24-25 school year. The Montachusett Vocational Partnership is officially full at this time (10 students in the electrical program and 10 students in the carpentry program) and there are two students on the waiting list. There are 102 students slated for the Early College programs. Information on a proposed Bridge Program was also presented.

Item #3628 – Director of School Health Services

Ms. Rebecca McCaffrey, Director of School Health Services, presented the 2023-2024 school year health services and highlights. A printed copy was provided to each School Committee member.

In May Gardner’s CQI project was one of three projects picked to share at the Massachusetts Department of Public Health Best Practices Meeting for School Nurse Leaders. The school nurses worked very hard on this project that focused on ensuring our Multilingual Learners are able to access comprehensive healthcare services. As a result of this project, 25% more of our Multilingual Learners are fully connected to healthcare. With the assistance of the Lion’s Club and BJ’s Optical, two ML students received eye exams and glasses.

Statistics on Time in Health Office – Time out of Class, and Outcomes of Injury/Illness visits to the school nurse were also presented. A report from Tina Rusak, School Nurse Care Coordinator, was also provided.

Item #3629 – Grants & Communications Manager

Ms. Courtney Dunn, Grants & Communications Manager, presented a summary of all grants received to support FY24 programming. This summary includes funding from Entitlement Grants, Targeted Support Funds, and Competitive Grants. The FY24 Grant Funding was \$2, 945,628. A printed copy was provided to each School Committee member

The Grants Office is in the process of finalizing spending in all remaining FY23 and FY24 entitlement grants, which will be closed between this fall and next spring, as required. The District will work on FY25 Entitlement Grant Applications in July, continuing to identify competitive grants based on District priorities and funding needs.

CONSENT AGENDA

Mr. LaFreniere moved to approve the Consent Agenda as presented:

- **Approval of Minutes of Regular Meeting May 13, 2024**
- **Ratification of the following Warrants as recommended by the Finance Subcommittee:**
 - **Warrant #24-44 dated 05/02/24 in the amount of \$500,548.03**
 - **Warrant #24-47 dated 05/23/24 in the amount of \$571,367.12**
 - **Warrant #24-48 dated 05/30/24 in the amount of \$464,921.87**
 - **Warrant #24-49 dated 06/06/24 in the amount of \$570,907.97**

Seconded by Mrs. Ward-Leighton.

Vote – so voted.

Mayor Nicholson, Chairperson, abstained from voting.

SUBCOMMITTEE REPORTS

Finance Subcommittee

Mr. LaFreniere, Chairperson, reported that the Finance Subcommittee met on June 6, 2024. Minutes of the meeting were presented.

The Subcommittee reviewed the Expense Report. Mr. Hawke, Director of Finance and Operations, informed the Subcommittee that the spending / hiring freeze in effect has slowed the increase in the negative line items and the process of transferring money within the budget to offset negative accounts has begun.

Pictures of the Auditorium work were presented and discussed. Intercom and clock replacement at GHS will begin July 22, and kitchen work at GHS is being scheduled.

Mr. LaFreniere moved that the District School Committee vote to declare the items presented by the IT Department as surplus. All items have been harvested for salvageable materials and are past their useful life.

Seconded by Mr. Swartz.

Vote – so voted.

Mayor Nicholson abstained from voting.

Policy Subcommittee

Mrs. Hurst, Chair of the Policy Subcommittee, reported that the Subcommittee met on May 15, 2024. Minutes of the meeting were presented.

The following policies were reviewed and it was determined that no changes were required. They will be updated as “Reviewed May 2024”:

- Policy JIB Student Involvement in Decision Making
- Policy JIBA Student Representative to the Gardner School Committee
- Policy JICF Gang Activity / Secret Societies

The following MASC policies were reviewed and deemed to be redundant to Massachusetts General Law, or not relevant to the District. They were not recommended to be sent to the full Scjhool Committee for adoption:

- Policy JII Student Complaints and Grievances
- Policy JJ Co-Curricular and Extracurricular Activities

Seven policies were recommended to the full School Committee for a first reading. See Item #3623 – First Reading of Policies.

Student Advisory Board

Zayvian Rowe-Cross read the report on activities at GHS.

NEW BUSINESS

Item #3623 – First Reading of Policies

The following policies were presented for a first reading as recommended by the Policy Subcommittee:

- Policy IJOA Field Trips
- Policy IMGGA Service Animals in School (for adoption)
- Policy JI Student Rights and Responsibilities
- Policy JICFA Hazing / Prohibition of Hazing
- Policy JICFA-E Hazing
- Policy JICH Alcohol, Tobacco, and Drug Use by Students Prohibited
- Policy JIE Pregnant Students

Item #3624 – 2024-2025 School Calendar

Mrs. Pelavin moved that the School District Committee vote to approve the 2024-2025 School Calendar as updated on June 10, 2024:

Change February 5, 2025 – half day Professional Development
To February 6, 2025 – half day Professional Development.

Rescheduling due to MCAS testing.

Seconded by Mrs. Cormier.

Vote – so voted.

Mayor Nicholson abstained from voting.

Item #3625 – Superintendent's Evaluation

Mrs. Pelavin distributed the End-of-Cycle Summative Evaluation Report for Superintendent Mark Pellegrino, EdD, as prepared by School Committee Members. He met all his goals and was rated Proficient.

Mrs. Pelavin moved that the District School Committee vote to approve Dr. Pellegrino's Summative Evaluation Report as presented.

Seconded by Mr. Swartz.

Vote – so voted.

Mayor Nicholson abstained from voting.

Mrs. Pelavin moved that the District School Committee vote to grant Dr. Pellegrino a salary increase in accordance with his contract.

Seconded by Mrs. Ward-Leighton.

Vote – so voted.

Mayor Nicholson abstained from voting.

Item #3627 – Curriculum Coordinator's Update

The Curriculum Coordinator's Report was included in the members' packets. Dr. Goguen, Chief Academic Officer, was present this evening

Item #3630 - Special Education Update

The Special Education Update Report was included in the members' packets. Ms. Joyce West, Director of Pupil Personnel Services, was not present this evening.

Item #3631– SEPAC Report

Mrs. Hurst reported that the SPEC is putting together a calendar of their activities for the upcoming year.

FINAL COMMENTS

Mrs. Ward-Leighton thanked everyone who works in the School system for a wonderful school year.

Mrs. Hurst went to Graduation and commented on the speeches given by the graduating seniors. She also commented on the students who were presented certificates this evening.

Mrs. Pelavin also commented on the speakers at Graduation. The speeches were great. Gardner students are in a better space than other districts.

Mr. Swartz attended many school activities - Graduation for both the High School and Gardner Academy, DART Graduation at the Middle School and will attend the 7th Grade promotion ceremonies. He attended the Elementary School concert and the Band won a gold medal.

Mr. LaFreniere wished everyone a good summer. He thanked Dr. Pelligrino for all his work to make the School great and for making the School Committee Member’s job easier.

Mrs. Cormier thanked Dr. Pelligrino for his efforts for the students and the School system.

Mayor Nicholson said that over \$500,000 in scholarships were awarded to the graduating seniors. He congratulated the 4th Grade students who were here this evening and displayed a photo taken at the lunch held at Dunn’s Park. Third grade students were touring the City Hall this week to learn about City government. He spoke about the medals won by the bands and choruses at recent competitions.

ADJOURNMENT

Mrs. Ward-Leighton moved to adjourn.

Seconded by Mr. LaFreniere.

Vote – so voted.

Mayor Nicholson abstained from voting.

The meeting adjourned at 7:33 pm

Rachel Cormier
Secretary

T. Hillman, Recording Secretary

Gardner Public Schools

Courtney Dunn, Grants & Communications Manager



www.gardnerk12.org

160 Elm Street, Gardner, MA 01440

(978) 632-1000

Grant Funding for Approval – September 9, 2024

Grant Title	Amount	Grant Period	Use of Funds
FY25 Title I	\$888,715	Upon Approval-9/30/2026	Providing students with equitable access to high-quality education through early literacy programming, professional development for staff, and family engagement.
FY25 Title II	\$99,490	Upon Approval-9/30/2026	Improving the quality and effectiveness of staff for all students and increasing student achievement through mentorship and class-size reduction.
FY25 Title III	\$35,530	Upon Approval-9/30/2026	Ensuring that English learners have the same access as all students to a high-quality education through professional development, family engagement and early literacy initiatives.
FY25 Title IV	\$64,554	Upon Approval-9/30/2026	Improving student achievement, school conditions and use of technology through software licensing, professional development for staff, and family engagement.
FY25 FC262 Early Childhood Special Education Grant	\$39,704	Upon Approval-9/30/2026	Provides students with disabilities with free and appropriate education including special education and related services.
FY25 FC240 Individuals with Disabilities Act Grant	\$906,050	Upon Approval-9/30/2026	Ensures that students with disabilities receive education and services that protect their rights and prepare them for the future.
FY25 Comprehensive School Health Services Grant	\$125,000	7/1/2024-6/30/2025	Support of student health services in school.
FY25 Targeted Assistance Grant	\$50,000	7/1/2024-6/30/2025	Providing technical assistance to Gardner Middle School for improved student outcomes.
FY25 Behavioral Health Workforce Grant	\$78,705	7/1/2024-6/30/2025	Training and resources for mental and behavioral health staff.

Community • Appreciation • Responsibility • Excellence

**GARDNER PUBLIC SCHOOLS
SYNOPSIS OF WARRANT**

WARRANT #: 24-50

WARRANT DATE 06/13/24

Location	Office & Gen Supplies	Assessment	Athletics	IT	Nurse	Utilities	Facilities	TOTAL
High School		\$4,214.00		\$3,080.64		\$8,591.26	\$90.96	\$15,976.86
Middle School				\$1,668.05	\$40.39	\$3,099.16	\$464.20	\$5,271.80
Gardner Elementary School				\$3,097.34		\$3,226.96		\$6,324.30
GALT					\$2.51			\$2.51
Sub-Total	\$0.00	\$4,214.00	\$0.00	\$7,846.03	\$42.90	\$14,917.38	\$555.16	\$27,575.47

Location	Office Supplies	Prof Dev	IT	Dues & Mem	Tuition	Prof. Serv	Utilities	Facilities	Carry over	TOTAL
Special Education			\$1,142.07			\$6,580.80				\$7,722.87
Administration		\$4,799.00	\$1,674.69	\$50.00			\$3,278.55	\$217.65	\$500.00	\$10,519.89
Sub-Total	\$0.00	\$4,799.00	\$2,816.76	\$50.00	\$0.00	\$6,580.80	\$3,278.55	\$217.65	\$500.00	\$18,242.76

Revolving	\$149,335.79
Grants	\$43,087.57
Student Activity Acct.	\$9,739.76
Bond	
Sub-Total	\$202,163.12

GRAND TOTAL	\$247,981.35
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**GARDNER PUBLIC SCHOOLS
SYNOPSIS OF WARRANT**

WARRANT #: 24-51

WARRANT DAT 06/20/24

Location	Office / General / Custodial Supplies	Curriculum	Athletics	IT	Travel	Student Acct	Facilities	TOTAL
High School	\$450.60	\$7,900.23			\$115.38	\$1,494.64	\$4,085.51	\$14,046.36
Middle School	\$449.85						\$917.56	\$1,367.41
Gardner Elementary School	\$2,383.23						\$3,345.11	\$5,728.34
								\$0.00
Sub-Total	\$3,283.68	\$7,900.23	\$0.00	\$0.00	\$115.38	\$1,494.64	\$8,348.18	\$21,142.11

Location	Office Supplies	Prof Dev	IT	Transportation	Tuition	Prof. Serv	Utilities	Facilities	Carry over	TOTAL
Special Education				#####	\$11,153.34	\$18,914.85				\$138,548.19
Administration	\$89.72	\$951.52	\$26,888.99	\$80,100.00			\$10.00	\$833.34	\$1,263.12	\$110,136.69
Sub-Total	\$89.72	\$951.52	\$26,888.99	#####	\$11,153.34	\$18,914.85	\$10.00	\$833.34	\$1,263.12	\$248,684.88

Revolving	
Grants	\$289,757.05
Student Activity Acct.	
Bond	
Sub-Total	\$289,757.05

GRAND TOTAL	\$559,584.04
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**GARDNER PUBLIC SCHOOLS
SYNOPSIS OF WARRANT**

WARRANT #: 24-52

WARRANT DAT 06/27/24

Location	Office / General / Custodial Supplies	Curriculum	Athletics	IT	Travel	Utilities	Facilities	TOTAL
High School			\$3,634.55			\$1,191.75	\$2,196.00	\$7,022.30
Middle School	\$102.80		\$1,507.50			\$1,667.39		\$3,277.69
Gardner Elementary School	\$200.00					\$2,307.82		\$2,507.82
Sub-Total	\$302.80	\$0.00	\$5,142.05	\$0.00	\$0.00	\$5,166.96	\$2,196.00	\$12,807.81

Location	Office Supplies	Prof Dev	IT	Transportation	Tuition	Prof. Serv	Utilities	Facilities	Legal	Carry over	TOTAL
Special Education			\$538.08	#####	\$52,750.30	\$7,689.33			\$8,784.00		\$194,257.21
Administration	\$217.44	\$850.00	\$18,586.50	#####			\$563.50	\$102.00	\$2,254.00	\$645.99	\$23,219.43
Sub-Total	\$217.44	\$850.00	\$19,124.58	#####	\$52,750.30	\$7,689.33	\$563.50	\$102.00	#####	\$645.99	\$217,476.64

Revolving	\$6,426.56
Grants	\$26,028.86
Student Activity Acct.	\$12,117.85
Bond	\$1,842.03
Sub-Total	\$46,415.30

GRAND TOTAL \$276,699.75

**GARDNER PUBLIC SCHOOLS
SYNOPSIS OF WARRANT**

WARRANT #: 24-53

WARRANT DAT 06/30/24

Location	Office / General / Custodial Supplies	Curriculum	Athletics	IT	Transportation	Tuition	Prof. Serv	Utilities	Facilities	TOTAL
High School		\$582.95							\$28,897.62	\$29,480.57
Middle School	\$47.58								\$21,590.01	\$21,637.59
Gardner Elementary School	\$2,197.59								\$37,786.05	\$39,983.64
Sub-Total	\$2,245.17	\$582.95	\$0.00	\$0.00	\$0.00	\$0.00	\$9,488.80	\$0.00	\$88,273.68	\$91,101.80

Location	Office Supplies	Prof Dev	IT	Transportation	Tuition	Prof. Serv	Utilities	Facilities	Legal	Carry over	TOTAL
Special Education		\$329.79		\$24,280.00	\$42,274.05	\$9,488.80					\$76,372.64
Administration		\$3,666.00	\$13,655.54					\$6,404.39			\$23,725.93
Sub-Total	\$0.00	\$3,995.79	\$13,655.54	\$24,280.00	\$42,274.05	\$9,488.80	\$0.00	\$6,404.39	\$0.00	\$0.00	\$100,098.57

Revolving	\$174,006.88
Grants	\$303,818.06
Student Activity Acct.	\$8,085.00
Bond	
Sub-Total	\$485,909.94

GRAND TOTAL \$677,110.31

**GARDNER PUBLIC SCHOOLS
SYNOPSIS OF WARRANT**

WARRANT #: 24-54

WARRANT DAT 06/30/24

Location	Office / General / Custodial Supplies	Curriculum	Athletics	IT	Travel	Utilities	Facilities	TOTAL
High School				\$3,080.64		\$2,322.87	\$979.72	\$6,383.23
Middle School				\$1,668.05		\$651.70	\$974.72	\$3,294.47
Gardner Elementary School	\$1,922.52			\$3,097.34		\$10,107.95	\$1,544.00	\$16,671.81
Sub-Total	\$1,922.52	\$0.00	\$0.00	\$7,846.03	\$0.00	\$13,082.52	\$3,498.44	\$26,349.51

Location	Office Supplies	Prof Dev	IT	Transportation	Tuition	Prof. Serv	Utilities	Facilities	Legal	Carry over	TOTAL
Special Education			\$1,142.07	\$1,844.34		\$52.87					\$3,039.28
Administration			\$810.90					\$333.72			\$1,144.62
Sub-Total	\$0.00	\$0.00	\$1,952.97	\$1,844.34	\$0.00	\$52.87	\$0.00	\$333.72	\$0.00	\$0.00	\$4,183.90

Revolving	
Grants	\$2,921.07
Student Activity Acct.	
Bond	
Sub-Total	\$2,921.07

GRAND TOTAL \$33,454.48

**GARDNER PUBLIC SCHOOLS
SYNOPSIS OF WARRANT**

WARRANT #: 24-55

WARRANT DAT 06/30/24

Location	Office / General / Custodial Supplies	Curriculum	Athletics	IT	Transportation	Tuition	Prof. Serv	Utilities	Facilities	TOTAL
High School								\$50.38		\$50.38
Middle School		\$196.50								\$196.50
Gardner Elementary School										\$0.00
Sub-Total	\$0.00	\$196.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50.38	\$50.38	\$246.88

Location	Office Supplies	Prof Dev	IT	Transportation	Tuition	Prof. Serv	Utilities	Facilities	Legal	Carry over	TOTAL
Special Education				\$62,502.00	\$62,663.97	\$14,664.40			\$4,608.00		\$144,438.37
Administration							\$10.00			\$11,002.09	\$11,012.09
Sub-Total	\$0.00	\$0.00	\$0.00	\$62,502.00	\$62,663.97	\$14,664.40	\$10.00	\$0.00	\$4,608.00	\$11,002.09	\$155,450.46

Revolving	
Grants	\$40,014.28
Student Activity Acct.	
Bond	
Sub-Total	\$40,014.28

GRAND TOTAL \$195,711.62

**GARDNER PUBLIC SCHOOLS
SYNOPSIS OF WARRANT**

WARRANT #: 25-04

WARRANT DAT 07/25/24

Location	Office / General / Custodial Supplies	Curriculum	Athletics	IT	MTSS	Utilities	Facilities	TOTAL
High School			\$16,599.95					\$16,599.95
Middle School								\$0.00
Gardner Elementary School								\$0.00
GALT					\$913.50			\$913.50
Sub-Total	\$0.00	\$0.00	\$16,599.95	\$0.00	\$913.50	\$0.00	\$0.00	\$17,513.45

Location	Office Supplies	Prof Dev	IT	Dues & Mem	Tuition	Prof. Serv	Utilities	Facilities	Legal	Carry over	TOTAL
Special Education					\$19,778.98	#####					\$244,432.26
Administration		\$2,655.40	\$7,669.70	\$6,590.00		#####		\$550.86			\$17,465.96
Sub-Total	\$0.00	\$2,655.40	\$7,669.70	\$6,590.00	\$19,778.98	#####	\$0.00	\$550.86	\$0.00	\$0.00	\$261,898.22

Revolving	
Grants	\$290,850.88
Student Activity Acct.	
Bond	
Sub-Total	\$290,850.88

GRAND TOTAL \$570,262.55

**GARDNER PUBLIC SCHOOLS
SYNOPSIS OF WARRANT**

WARRANT #: 25-05

WARRANT DAT 08/01/24

Location	Office / General / Custodial Supplies	Curriculum	Athletics	IT	Dues & Mem	Utilities	Facilities	TOTAL
High School			\$579.00	\$5,754.98	\$4,905.00		\$756.57	\$11,995.55
Middle School							\$756.57	\$756.57
Gardner Elementary School		\$7,478.28						\$7,478.28
GALT								\$0.00
Sub-Total	\$0.00	\$7,478.28	\$579.00	\$5,754.98	\$4,905.00	\$0.00	\$1,513.14	\$20,230.40

Location	Office Supplies	Prof Dev	IT	Dues & Mem	Tuition	Nurse	Utilities	Facilities	Legal	Carry over	TOTAL
Special Education											\$0.00
Administration		\$369.00	\$45,444.39	\$10,219.00		\$1,400.00		\$146.97			\$57,579.36
Sub-Total	\$0.00	\$369.00	\$45,444.39	\$10,219.00	\$0.00	\$1,400.00	\$0.00	\$146.97	\$0.00	\$0.00	\$57,579.36

Revolving	
Grants	
Student Activity Acct.	
Bond	
Sub-Total	\$0.00

GRAND TOTAL	\$77,809.76
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**GARDNER PUBLIC SCHOOLS
SYNOPSIS OF WARRANT**

WARRANT #: 25-06

WARRANT DAT 08/08/24

Location	Office / General / Custodial Supplies	Curriculum	Athletics	IT	Dues & Mem	Utilities	Facilities	TOTAL
High School		\$2,292.40		\$4,689.00			\$28,592.51	\$35,573.91
Middle School	\$442.27						\$22,669.50	\$23,111.77
Gardner Elementary School	\$1,380.00	\$4,395.64				\$20,193.66	\$38,985.32	\$64,954.62
GALT							\$2,926.55	\$2,926.55
Sub-Total	\$1,822.27	\$6,688.04	\$0.00	\$4,689.00	\$0.00	\$20,193.66	\$93,173.88	\$126,566.85

Location	Office Supplies	Prof Dev	IT	Prof Dev	Tuition	Nurse	Utilities	Facilities	Legal	Carry over	TOTAL
Special Education					\$13,405.77						\$13,405.77
Administration	\$72.90		\$1,326.00	\$1,065.00				\$2,926.55			\$5,390.45
Sub-Total	\$72.90	\$0.00	\$1,326.00	\$1,065.00	\$13,405.77	\$0.00	\$0.00	\$2,926.55	\$0.00	\$0.00	\$18,796.22

Revolving	
Grants	\$219.60
Student Activity Acct.	
Bond	
Sub-Total	\$219.60

GRAND TOTAL \$145,582.67

**GARDNER PUBLIC SCHOOLS
SYNOPSIS OF WARRANT**

WARRANT #: 25-07

WARRANT DAT 08/15/24

Location	Office / General / Custodial Supplies	Curriculum	Athletics	IT	Dues & Mem	Utilities	Facilities	TOTAL
High School	\$2,836.68	\$3,566.53	\$4,449.00	\$4,081.22		\$15.61	\$3,645.72	\$18,594.76
Middle School		\$2,538.68		\$1,443.03		\$108.31	\$13,485.87	\$17,575.89
Gardner Elementary School		\$3,496.65		\$2,722.32		\$6.53	\$1,381.25	\$7,600.22
GALT						\$6.53	\$842.67	\$849.20
Sub-Total	\$2,836.68	\$9,601.86	\$4,449.00	\$8,246.57	\$0.00	\$130.45	\$19,355.51	\$44,620.07

Location	Office Supplies	Prof Dev	IT	Dues & Mem	Tuition	Nurse	Utilities	Facilities	Legal	Carry over	TOTAL
Special Education			\$992.07								\$992.07
Administration	\$83.86		\$21,877.81	\$90.00			\$6.54	\$917.84			\$22,976.05
Sub-Total	\$83.86	\$0.00	\$22,869.88	\$90.00	\$0.00	\$0.00	\$6.54	\$917.84	\$0.00	\$30,285.64	\$54,253.76

Revolving	\$102,493.48
Grants	\$721,175.86
Student Activity Acct.	
Bond	
Sub-Total	\$823,669.34

GRAND TOTAL \$922,543.17

**GARDNER PUBLIC SCHOOLS
SYNOPSIS OF WARRANT**

WARRANT #: 25-08

WARRANT DAT 08/22/24

Location	Office / General / Custodial Supplies	Curriculum	Athletics	IT	Dues & Mem	Utilities	Facilities	TOTAL
High School	\$72.84	\$19,289.28				\$988.72	\$130.24	\$20,481.08
Middle School	\$6,190.40	\$701.60				\$409.37		\$7,301.37
Gardner Elementary School		\$1,685.40				\$770.91	\$21.82	\$2,478.13
GALT						\$98.57	\$192.00	\$290.57
Sub-Total	\$6,263.24	\$21,676.28	\$0.00	\$0.00	\$0.00	\$2,267.57	\$344.06	\$30,551.15

Location	Office Supplies	Prof Dev	IT	Transportation	Tuition	Prof Serv.	Utilities	Facilities	Legal	Carry over	TOTAL
Special Education				\$150.00		\$11,010.05					\$11,160.05
Administration			\$10,576.04				\$98.58	\$192.00		#####	\$124,659.07
Sub-Total	\$0.00	\$0.00	\$10,576.04	\$150.00	\$0.00	\$11,010.05	\$98.58	\$192.00	\$0.00	#####	\$135,819.12

Revolving	\$566.83
Grants	\$594,358.95
Student Activity Acct.	
Bond	
Sub-Total	\$594,925.78

GRAND TOTAL \$761,296.05

**GARDNER PUBLIC SCHOOLS
SYNOPSIS OF WARRANT**

WARRANT #: 25-09

WARRANT DAT 08/29/24

Location	Office / General / Custodial Supplies	Curriculum	Nurse	IT	Dues & Mem	Utilities	Facilities	TOTAL
High School	\$38.82	\$9,522.94		\$3,129.00	\$385.00		\$278.52	\$13,354.28
Middle School		\$43.14					\$912.00	\$955.14
Gardner Elementary School	\$22.45	\$1,704.22	\$117.27				\$45,533.00	\$47,376.94
GALT								\$0.00
Sub-Total	\$61.27	\$11,270.30	\$117.27	\$3,129.00	\$385.00	\$0.00	\$46,723.52	\$61,686.36

Location	Office Supplies	Prof Dev	IT	Transportation	Tuition	Pre Emp Exam	Utilities	Facilities	Legal	Carry over	TOTAL
Special Education	\$113.75										
Administration		\$4,649.00	\$82.98			\$5,253.00		\$211.99		\$1,599.86	
Sub-Total	\$113.75	\$4,649.00	\$82.98	\$0.00	\$0.00	\$5,253.00	\$0.00	\$211.99	\$0.00	\$1,599.86	\$11,910.58

Revolving	\$19,550.00
Grants	\$9,978.96
Student Activity Acct.	
Bond	
Sub-Total	\$29,528.96

GRAND TOTAL \$103,125.90

GARDNER PUBLIC SCHOOLS

Elm Street School Typ
160 Elm Street, Gardner, MA 01440
Finance Sub-Committee Meeting
Wednesday, September 4, 2024 at 5:00pm

Minutes

Members Present: Mrs. Pelavin, Mr. LaFreniere, Mr Swartz

Members Absent:

Others Present: Mr. Mark Hawke, Director of Finance & Operations, Dr. Mark Pellegrino, Superintendent, Mr. Wayne Anderson, Director of Facilities.

Mr. LaFreniere called the meeting to order at 5:00 p.m.

A motion was made by Mr. Swartz and seconded by Ms. Pelavin to approve the minutes of the June 5, 2024 Finance Subcommittee meeting. So voted.

Expense Report Review:

The Committee reviewed the Expense Report. General questions were asked and answered about various line items. Ms. Pelavin asked about the deficits in some of the salary line items. Mr. Hawke noted that many people have moved positions since the budget was created and movement still occurs. It will be a couple months until it is all sorted out. Ms. Pelavin also noted that we could probably reduce the Zoom licenses. Dr. Pellegrino agreed and is going to work to reduce the amount of licenses.

Projects Update:

Covered under Facilities Committee.

Gifts & Donations:

None

New Business:

None

Motion to adjourn 5:19pm, So Voted.

GARDNER PUBLIC SCHOOLS

Policy
Subcommittee
Meeting Minutes
Wednesday, June 5, 2024
4:00 PM
Professional Development Room
160 Elm Street, Gardner, MA
01440

In Attendance: Mrs. Anne Hurst, Chair; Mrs. Rachel Cormier, Member; Mrs. Shannon Ward-Leighton, Member (via ZOOM)

Absent:

Also in Attendance: Dr. Catherine Goguen, Chief Academic Officer; Ms. Courtney Dunn, Director of Grants and Communication; Ms. Casey Chisholm, Director of Technology

Mrs. Hurst called the meeting to order at 4:02 p.m.

A motion was made by Mrs. Cormier and seconded by Ms. Ward-Leighton to approve the minutes of the May 15, 2024 Policy Meeting. The motion passed unanimously.

Policy BHE – Use of Electronic Messaging by School Committee Members was reviewed and discussed. Ms. Dunn presented updated language regarding current forms of electronic messaging. A motion was made by Mrs. Cormier and seconded by Ms. Ward-Leighton to send the policy with the recommended changes to the September full School Committee Meeting for a first read. The motion passed unanimously.

Policy EHAA – District Security Relating to Technology was reviewed and discussed. Ms. Dunn stated that the District does not currently have this policy and recommended adoption of the Massachusetts Department of Elementary and Secondary Education (DESE) model policy EHAA. A motion was made by Ms. Ward-Leighton and seconded by Mrs. Cormier to send the policy to the September full School Committee Meeting for a first read for adoption. The motion passed unanimously.

Policy EHB – Data and Records Retention was reviewed and discussed. Ms. Dunn stated that the District does not currently have this policy and recommended adoption of the (DESE) model policy EHB. A motion was made by Mrs. Cormier and seconded by Ms. Ward-Leighton to send the policy to the September full School Committee Meeting for a first read for adoption. The motion passed unanimously.

Policy GBEE – Personnel Use of Technology was reviewed and discussed. Ms. Dunn stated that the District does not currently have this policy and recommended adoption of the (DESE) model policy GBEE with minor changes regarding property rights unique to the District. A motion was made by Ms. Ward-Leighton and seconded by Mrs. Cormier to send the policy to the September full School Committee Meeting for a first read for adoption. The motion passed unanimously.

Policy IJND – Access to Digital Resources was reviewed and deemed redundant to other District Policies. Therefore, it was not recommended to be sent to the full School Committee for adoption.

Policy IJNDB- Acceptable Use of Technology was reviewed and discussed. Ms. Dunn presented updated language regarding current forms of electronic messaging and current technology regulations. A motion was made by Mrs. Cormier and seconded by Ms. Ward-Leighton to send the policy with the recommended changes to the September full School Committee Meeting for a first read. The motion passed unanimously.

File IJOA-E – Field Trip Approval form was reviewed and discussed. The Subcommittee recommended the removal of language regarding out of state trips in alignment with Policy IJOA – Field Trips. A motion was made by Ms. Ward-Leighton and seconded by Mrs. Cormier to send the policy with the recommended changes to the September full School Committee Meeting for a first read. The motion passed unanimously.

Policy IJNDC – Internet Publication was reviewed and deemed redundant to Massachusetts General Law, or not relevant to the District. A motion was made by Mrs. Cormier and seconded by Ms. Ward-Leighton to send Policy IJNDC to the September full School Committee Meeting for removal. The motion passed unanimously.

Policy IJNDD – Policy on Staff Use of Social Media was reviewed and discussed. Ms. Dunn stated that the District does not currently have this policy and recommended adoption of the (DESE) model policy IJNDD. A motion was made by Mrs. Cormier and seconded by Ms. Ward-Leighton to send the policy to the September full School Committee Meeting for a first read for adoption. The motion passed unanimously.

Policy JICJ – Student Use of Technology in Schools was reviewed and deemed redundant to Massachusetts General Law, or not relevant to the District. Therefore, it was not recommended to be sent to the full School Committee for adoption.

Policy JIH – Searches and Interrogations was reviewed and discussed. Dr. Goguen presented updated language regarding searches and interrogations of minors in alignment with state regulations. A motion was made by Mrs. Cormier and seconded by Ms. Ward-Leighton to send the policy with the recommended changes to the September full School Committee Meeting for a first read. The motion passed unanimously.

Policy KDCB – District Website and Social Media was reviewed and discussed. Ms. Dunn stated that the District does not currently have this policy and recommended

adoption of the (DESE) model policy KDCB. A motion was made by Ms. Ward-Leighton and seconded by Mrs. Cormier to send the policy to the September full School Committee Meeting for a first read for adoption. The motion passed unanimously.

Policy KDD – News Media Relationships/News Releases was reviewed and discussed. Ms. Dunn stated that the District does not currently have this policy and recommended adoption of the (DESE) model policy KDD with minor changes regarding the Superintendent’s role unique to the District. A motion was made by Mrs. Cormier and seconded by Ms. Ward-Leighton to send the policy to the September full School Committee Meeting for a first read for adoption. The motion passed unanimously.

The next Policy Subcommittee meeting will occur on Wednesday, September 11, 2024 at 4:30 p.m. in the Central Office Professional Development Room

A motion was made by Mrs. Cormier and seconded by Ms. Ward-Leighton to adjourn the meeting. The motion passed unanimously.

The meeting adjourned at 4:45 p.m.

NON-DISCRIMINATION AND HARASSMENT

File: AC

The Gardner Public Schools does not tolerate discrimination against students, parents, employees or the general public on the basis of race, color, national origin, sex, sexual orientation, gender identity, pregnancy, pregnancy related conditions, pregnancy status, disability, homelessness, religion, age or immigration status. The Gardner Public Schools is also committed to maintaining a school environment free of harassment based on race, color, religion, national origin, sex, gender, sexual orientation, gender identity, pregnancy, pregnancy related conditions, pregnancy status, age, genetic information, ethnic background, ancestry, disability, or any category protected by state or federal law. In addition, the District provides equal access to all designated youth groups. Consistent with the requirements of the McKinney-Vento Act, the District also does not discriminate against students on the basis of homelessness.

The Superintendent shall designate at least one administrator to serve as the compliance officer for the District's non-discrimination policies in education-related activities, including but not limited to responding to inquiries related to Title VI of the Civil Rights Act of 1964; Title VII of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; Title II of the Americans with Disabilities Act; the Age Act; M.G.L. c. 76, § 5; M.G.L. c. 151B and 151C; and 603 C.M.R. § 26.00. Inquiries about the application of Title IX to the District may be referred to the District's Title IX Coordinator, to the Assistant Secretary of the U.S. Department of Education, or both.

The Gardner Public Schools' policy of nondiscrimination will extend to students, staff, the general public, and individuals with whom it does business; no person shall be excluded from or discriminated against in employment, admission to a public school of the school district, or in obtaining the advantages, privileges, and courses of study of such public school on account of race, color, religion, national origin, sex, gender, sexual orientation, gender identity, pregnancy, pregnancy related conditions, pregnancy status, age, genetic information, ethnic background, ancestry, disability, or any category protected by state or federal law.

In addition to designating at least one administrator to handle inquiries regarding the District's non-discrimination policies, the Superintendent shall adopt and publish one or more grievance procedures for addressing reports of discrimination, harassment and retaliation under the protected classes identified in this policy. If an individual is interested in filing a complaint that they have been discriminated against because of race, color, national origin, sex, sexual orientation, gender identity, pregnancy, pregnancy related conditions, pregnancy status, disability, homelessness, religion, age or immigration status, their complaint should be filed in accordance with the District's grievance procedures for discrimination, harassment, and retaliation.

The student handbooks and grievance procedures shall identify the name, office address and telephone number for the compliance officer(s) for the above-referenced statutes and this policy and be posted on the District's website.

ADOPTED:

LEGAL REFS.: Title VI: 42 U.S.C. 2000d; 34 CFR 100.3(a),(b); EEOA: 20 U.S.C. 1703(f); Title IX: 20 U.S.C. 1681; 34 CFR 106.31, 106.34, 106.35; Section 504: 29 U.S.C. 794; 34 CFR 104.4; Title II: 42 U.S.C. 12132; 28 CFR 35.130; IDEA 2004: 20 U.S.C. 1400; 34 CFR 300.110; NCLB: Title III, Part A, Sec. 3121(c)(1)(C); Title X, Part C, Secs. 721, 722(g)(4); Mass. Const. amend. art. 114; M.G.L. c. 71A, s. 7; c. 76, s. 5; 603 CMR 26.03 as amended by Chapter 199 of the Acts of 2011; MGL. c.

71, s. 370; 42 USC s. 2000c et seq.; 42 USC s. 2000d et seq.; 20 USC s. 1701 et seq.; M.G.L c. 71, Sec. 84; MGL c. 151B; 151C.

Typ

[Revised: August 2024]

USE OF ELECTRONIC MESSAGING BY SCHOOL COMMITTEE MEMBERS

As elected public officials, School Committee members shall exercise caution when communicating between and among themselves via electronic messaging services including, but not limited to, electronic mail (e-mail), text messages, social media postings ~~and~~, Internet web forums, and Internet chat rooms.

Under the Open Meeting Law, deliberation by a quorum of members constitutes a meeting. Deliberation is defined as movement toward a decision including, but not limited to, the sharing of an opinion regarding business over which the committee has supervision, control, or jurisdiction. A quorum may be arrived at sequentially using electronic messaging without knowledge and intent by the author.

School Committee members should use electronic messaging between and among members only for housekeeping purposes such as requesting or communicating agenda items, meeting times, or meeting dates. Electronic messaging should not be used to discuss committee matters that require public discussion under the Open Meeting Law.

Under the Public Records Law electronic messages between public officials may be considered public records. The District shall provide district e-mail addresses, which are archived. Student information is confidential and will not be shared by school staff, school committee members or any other City of Gardner employee.

[Reference: M.G.L. Chapter 4 Section 7, Chapter 66 Section 10]

[Adopted: 3/13/00]

[Reviewed: January 2002]

[Revised: February 2015]

[Reviewed: March 2018]

[Revised: December 2021]

[Revised: 2024]

DISTRICT SECURITY RELATING TO TECHNOLOGY

The protection of sensitive data and technology is vital in supporting teaching and learning through access to resources, information, learning activities, interpersonal communications, research, training, collaboration, curriculum, and materials.

The School Committee recognizes data and information as resources that must be protected from unauthorized accessor use, and, as such, supports a balance of security and access. The Committee expects district staff, student, and family data to be protected by adequate controls commensuration with the sensitivity of the data.

The Committee directs the Superintendent to develop and maintain an effective district data protection system of procedures for the protection of sensitive district information. Such procedures should protect the confidentiality, availability, and integrity of district information.

SOURCE: MASC 2023

[Adopted: 2024]

DATA AND RECORDS RETENTION

The School Committee recognizes that, as an entity of local government, every District record is presumed to be public unless it may be withheld under a specific exemption. The custodian of public records of the district is the [XDirector of Pupil Personnel Services](#); contact information for this position will be placed in a prominent position on the district website.

The District is responsible for a myriad of records which vary in the length of time retention is required. The Superintendent is responsible for ensuring such retention requirements are followed.

Under the Public Records Law, electronic messages between public officials, including public employees, may be considered public records. As such, all district employees and the School Committee will be given district email address, with which they are to conduct all district business, so the district may comply with public records requirements.

SOURCE: MASC 2023

LEGAL REFS.: M.G.L.4:7; 66:10

REF: A Guide to the Massachusetts Public Records Law (Secretary of the Commonwealth)

CROSS REFS.: [BHE](#) - USE OF ELECTRONIC MESSAGING BY SCHOOL COMMITTEE MEMBERS

[GBEE](#) - PERSONNEL USE OF TECHNOLOGY

[\[Adopted" 2024\]](#)

PERSONNEL USE OF TECHNOLOGY

The School Committee recognizes that the use of technology is an important part of preparing students for adult life. As such, the School Committee expects that staff will use technology as provided, as necessary, and as beneficial.

Employees shall use digital resources in a responsible, efficient, ethical, and legal manner in accordance with the mission of the district. Staff members are responsible for teaching and for modeling responsible digital citizenship. The digital resources are provided to support the work of the district; occasional personal communication is permitted so long as such use does not interfere with the employee's job duties and performance, with systems operation, other users, or network performance. All use must comply with the policies and procedures of the ~~X~~Gardner Public Schools.

All staff must agree to and sign an appropriate digital use form prior to being granted access to district digital resources.

Staff is required to use their school-issued accounts, not personal accounts, for all communication with students, and parents/guardians; such accounts must be used with other staff members when conducting school business.

Employees' communication is a matter of public record and all accounts and hardware are the property of Gardner Public Schools. This extends to employee use of social media when conducting district business. The district shall maintain access to all accounts and hardware beyond staff employment; former employees will not have access to accounts or hardware beyond the final date of employment.

Any online activities that would not be considered appropriate in the classroom should not be conducted online. High standards of appropriate online communication and conduct must be maintained.

Team, class, or student organization pages, accounts, or groups will be created only in conjunction with the coach or faculty advisor. All groups must include the appropriate administrator as a member. Access to the page will remain with the coach or faculty advisor.

All contact and messages by coaches and faculty advisors with team members shall be sent to all team members, except for messages concerning medical or academic privacy matters, in which case the messages will be copied to the appropriate administrator.

When interacting with students online, group interactions are encouraged and should include two staff members. One-to-one interactions should be avoided.

Failure to uphold the responsibilities above is misuse, which may lead to disciplinary action.

REF: M.G.L. Ch. [66 10 \(b\)](#)
CROSS REF: [ACAB](#) SEXUAL HARRASSMENT
[GBEB](#) STAFF CONDUCT
[GBEBD](#) ONLINE FUNDRAISING AND SOLICITATION
[INJD](#) ACCESS TO DIGITAL RESOURCES

INJDC ACCEPTABLE USE OF DIGITAL RESOURCES
SOURCE: MASC 2023
[Adopted: 2024]

ACCEPTABLE USE POLICY -- TECHNOLOGY

Our Commitment to Technology

Gardner Public Schools is committed to providing students, teachers, and staff with the technology and information literacy skills needed for learning and teaching in the 21st century. Our mission is to integrate technology into curriculum and instruction to promote student achievement and prepare students for success in today's information society both locally and globally. The School Committee supports the right of students, employees, and community members to have reasonable access to various information formats and believes it is incumbent upon users to utilize this privilege in an appropriate manner and intends to support such use with appropriate budgetary allocations, providing for timely updates to technology as necessary.

The Superintendent, in conjunction with the Director of Technology, shall develop and implement appropriate procedures to provide guidance for access to digital resources.

Gardner Public Schools provide students and employees access to technology including equipment, applications, network resources, and the Internet for educational and communication purposes. *Educational purposes* shall be defined as classroom activities promoting learning, career and professional development, and high-quality self-discovery and reflection activities. *Communication purposes* shall refer to the use of email transmissions, online learning systems, the Internet, social media platforms, and other electronic resources to communicate and collaborate amongst students, parents, employees, professionals, and the Gardner Public Schools community for educational reasons.

Gardner Public Schools is committed to providing a safe and productive educational environment. We maintain systems preventing inappropriate intrusions from the outside world through our Internet connections and a website Internet filter in compliance with Children's Internet Protection Act (CIPA). Teachers are responsible for monitoring student technology activities. However, no system or filter is perfect, and it is virtually impossible for any teacher to monitor every activity of every student in the classroom. Therefore, ~~each user of Gardner Public Schools' technology resources is accountable for his/her own use and activity.~~ all students must agree to and sign an appropriate digital use form developed by the Superintendent in conjunction with the Director of Technology; this form must also be signed for the parent or guardian for students under the age of 18.

Access to the system/network is a **privilege, not a right**. The Superintendent or designee shall implement, monitor, and evaluate the use of the district's system/network for educational and communication purposes at any time. There is no right of privacy or confidentiality regarding files/documents created and stored on the district systems, or electronic communications sent internally or externally. Such files and communications are governed by the public records law and may be accessed, viewed, and/or deleted at the discretion of the Superintendent or designee at any time.

All users, parents and or legal guardians, shall be required to acknowledge receipt and understanding of all administrative regulations and procedures governing use of the system and shall agree in writing to comply with such regulations and procedures.

User responsibilities and acceptable use

1. All users of Gardner Public Schools technology resources must sign the Technology Acceptable Use Agreement form prior to using schools technology resources. Students and employees are required to sign the AUP under the following circumstances:

- Upon first time enrollment/employment in the district
 - Change in policy occurs.
2. Users of Gardner Public Schools' technology resources are responsible for their appropriate use in accordance with this Technology Acceptable Use Policy, school rules and codes of conduct as stated in school handbooks, and city, state, and federal laws.
 3. Students are obligated to abide by any guidelines set forth by teachers integrating technology resources in their classroom.
 4. All Network software accounts, including email, are to be used only by the authorized owner of the account. Sharing of passwords and ~~network~~ accounts are prohibited.
 - ~~5. Posting personal information on the Internet is prohibited for the safety of students and employees. Personal information includes but is not limited to passwords, full name, telephone number, address, parent/guardian information, school information.~~
 - ~~6.~~5. Users represent Gardner Public Schools when using the schools' technology resources to participate in online communications and publishing to the Internet whether on or off school premises.
 - ~~7.~~6. Users will conduct themselves with a commitment to integrity and respect of others and oneself at all times when communicating online. Any form of online harassment including, but not limited to, sexual and other protected class harassment, bullying, and offensive language, is prohibited and may be subject to appropriate laws. Any knowledge of such activities should be reported to a teacher or administrator.
 - ~~8.~~7. Users are required to abide by the generally accepted rules of netiquette (network etiquette) when communicating online.
 - ~~9. Student pictures, educational works, and audio and video recordings may be published to the Internet or social media to promote learning. Only first name and last initial may be published. Permission of the student and parent is required prior to publication.~~
 - ~~10.~~8. Accessing material that is obscene or advocates illegal acts, violence, or discrimination is prohibited. Unintentional access of such material should be reported to a teacher or administrator immediately to prevent a claim of intentional access.
 - ~~11.~~9. All resources should be properly cited to avoid plagiarism. Plagiarism will be dealt with according to the student handbook guidelines.
 - ~~12.~~10. All copyright, privacy, and international laws are to be abided by at all times. Users should assume material is copyrighted unless explicitly stated.
 - ~~13.~~11. Forgery or pretending to be someone else is prohibited.
 - ~~14.~~12. Installing software is prohibited. Downloading of materials requires the permission of a teacher and/or an administrator.
 - ~~15.~~13. Vandalism of any type is prohibited and will result in disciplinary and possibly legal and/or

financial charges. Vandalism includes but is not limited to damage, destruction, or theft of hardware, software, data, or intellectual property; disrupting network traffic; intentionally introducing viruses, gaining unauthorized access to network resources (hacking); or using the system for inappropriate or illegal purposes.

~~16.14.~~ Commercial use of technology resources is permissible only for the benefit of the Gardner Public Schools community. Use of technology resources for personal gain is prohibited.

~~17.15.~~ The school maintains the right to review any individual's electronic documents and communications made using technology resources provided to ensure a safe, secure, and orderly educational environment.

~~18.16.~~ Any violations of the above responsibilities and acceptable uses are to be reported immediately to a teacher or administrator. Users uncertain of actions that may violate their responsibilities or acceptable use of technology resources are accountable for asking a teacher or administrator prior to performing the action(s) in question.

Consequences

Failure to comply with the Technology Acceptable Use Policy may be subject to disciplinary action determined by the building principals and/or district administrators in accordance with the school handbook, educational policies, and this acceptable use policy. Noncompliance may result in the suspension or termination of a user's technology privileges. Violations of local, state, or federal laws may also result in criminal prosecution. Gardner Public Schools will cooperate fully with officials in any investigation related to illegal activities conducted via the schools' technology resources.

Limits of liability

Gardner Public Schools shall not be liable for users' inappropriate use of technology resources, mistakes or negligence, violation of copyright restrictions, or costs incurred for any reason. Gardner Public Schools is not responsible for loss of data, exposure to inappropriate or inaccurate material found on the Internet or external networks, or accuracy or usability of any information found on external networks or the Internet.

Note: FCC regulations that went into effect April 20, 2001, implementing The Children's Internet Protection Act (47 U.S.C. § 254) require each school/district to certify compliance with certain policy requirements in order to maintain eligibility for Internet access discounts and other services provided by the federal government.

[Adoption date: May 1998]

[Revision date: June 1999]

[Revised: June 2002]

[Revised: September 2009]

[Revised: December 2013 - Replaces IJNDB&IJNDB-R]

[Revised: November 2016]

[Revised: February 2019]

Field Trip Approval Form

(This form must be completed for all field trips and signed by the building principal before it is forwarded to the Superintendent for approval.)

School _____

Person(s) Responsible for Organizing Trip _____

Grade or Class _____

Number of Students Attending _____

Destination _____

How does the trip relate to the curriculum or to the school-sponsored or school-approved extra-curricular activity (i.e., band, student council, and so on)?

Departure date/time/place _____

Return date/time/place _____

Transportation Provider _____ Cost of Transportation _____

Cost of Activity _____

How will the cost of transportation and activity be paid? _____

Ratio of chaperones to students _____

Sample Parent Permission Slip Attached: _____yes _____no

Emergency Phone Contact List _____yes _____no

School Nurse _____ Date _____

Principal _____ Date _____

Superintendent _____ Date _____

Part Two: This section of the form must be completed for all overnight trips/activities, Out-of-State Trips, and Out-of-Country Trips. All trips of this nature must be submitted for School Committee review and approval sixty (60) days prior to the scheduled event.

Supervision plan (attach)

Behavior contract as necessary – principal’s decision (attach)

Medical release forms obtained _____yes _____no

Daily Itinerary (attach)

Health Care Professional Attending_____

Administrator Attending_____

The procedures of this form are in accordance with the Policy of the Gardner Public School Committee on Field Trips.

[Revised: January 2006]

[Reviewed: September 2013]

[Reviewed: 2024]

POLICY ON SOCIAL MEDIA

The Superintendent and the School Principals will annually remind staff members and orient new staff members concerning the importance of maintaining proper decorum in the on-line, digital world as well as in person. Employees must conduct themselves in ways that do not distract from or disrupt the educational process. The orientation and reminders will give special emphasis to:

- 1) Improper fraternization with students using social media or other electronic means.
 - a. Teachers may not friend or follow current students on social media.
 - b. All electronic contacts with students should be through the district's computer and telephone system, except emergency situations.
 - c. Team, class, or student organization pages, accounts, or groups will be created only in conjunction with the coach or faculty advisor. All groups must include the appropriate administrator as a member. Access to the page will remain with the coach or faculty advisor.
 - d. All contact and messages by coaches and faculty advisors with team members shall be sent to all team members, except for messages concerning medical or academic privacy matters, in which case the messages will be copied to the appropriate administrator.
 - e. Teachers will not give out their private cell phone or home phone numbers without prior approval of the district.
 - f. Inappropriate contact via phone or electronic device is prohibited.
- 2) Inappropriateness of posting items with sexual content
- 3) Inappropriateness of posting items exhibiting or advocating use of drugs and alcohol
- 4) Examples of inappropriate behavior from other districts, as behavior to avoid
- 5) Monitoring and penalties for improper use of district computers and technology
- 6) The possibility of penalties, including dismissal from employment, for failure to exercise good judgment in on-line conduct.

The Superintendent or designees ~~will~~may periodically conduct internet searches to see if teachers have posted inappropriate materials on-line. ~~When~~If inappropriate use of computers and websites ~~is discovered~~is brought to the attention of the district, the School Principals and Superintendent will promptly bring that inappropriate use to the attention of the staff member and may consider and apply disciplinary action up to and including termination.

SOURCE: MASC October 2016

SEARCHES AND INTERROGATIONS

Searches by Staff

The right of inspection of students' school lockers is inherent in the authority granted school committees and administrators. This authority may be exercised as needed in the interest of safeguarding children, their own property and school property.

Nevertheless, exercise of that authority by school officials places unusual demands upon their judgment so as to protect each child's constitutional rights to personal privacy and protection from coercion and to act in the best interest of all students and the schools.

Searches by school officials of students' automobiles or the student will be conducted in a way that protects the students' rights consistent with the responsibility of the school district to provide an atmosphere conducive to the educational process.

Interrogations by Police

The schools have legal custody of students during the school day and during hours of approved extracurricular activities. It is the responsibility of the school administration to protect each student's rights, , with respect to interrogations by law enforcement officials. Therefore:

1. When law enforcement officials find it necessary to question students during the school day or periods of extracurricular activities, the school Principal or their designee will be present when possible. School Administration will contact the student's parent or guardian prior to the interrogation so that the responsible individual may be notified of the situation.
2. If custody and/or arrest are involved, the Principal will request that all procedural safeguards, as prescribed by law, be observed by the law enforcement officials.

SOURCE: MASC -Updated 2021

[Adopted: October 2020]

[Revised: 2024]

DISTRICT WEBSITE AND SOCIAL MEDIA

The School Committee wishes to ensure accurate delivery of information, and as such, the ~~XXGardner~~-Public Schools will maintain a district website and such district and school social media accounts as authorized by the Superintendent. All such online platforms will be maintained by district staff, acting in their professional capacities.

~~In order for public communication with the School Committee and district personnel to be responded to in a timely manner, in line with the legal requirements for public communication, commenting on all district and school sites will be turned off. Every school and district site will clearly indicate this policy and will direct those wishing to contact the school and district personnel to the appropriate venues to do so.~~

Unauthorized use of district or school names is prohibited.

A high priority will be placed on such platforms being accessible, frequently updated, and user friendly. District and school staff will not utilize copyrighted or trademarked materials without expressed written consent from the content's owner.

Identifying information about students will not be published. Student photographs may be published only with the written consent of the student's parent or guardian. Student work may be published without any identifying information about the student.

SOURCE: MASC 2023

LEGAL REF: Constitution of the Commonwealth of Massachusetts, Declaration of Rights, Article 16

Constitution of the United States of America, Amendment 1

MGL Ch. 66

MGL Ch. 30A

REF: A Guide to the Massachusetts Public Records Law (Secretary of the Commonwealth)

CROSS REF: [BEDH](#) - PUBLIC COMMENT AT SCHOOL COMMITTEE MEETINGS

[GBEE](#) - PERSONNEL USE OF TECHNOLOGY

[BHE](#) - USE OF ELECTRONIC MESSAGING BY SCHOOL COMMITTEE MEMBERS

[\[Adopted: 2024\]](#)

NEWS MEDIA RELATIONS/NEWS RELEASES

Every effort will be made to assist the press and other communications media to obtain complete and adequate coverage of the successes, challenges, programs, planning, and activities of the school district.

All representatives of the media will be given equal access to information about the schools. General releases of interest to the entire community will be made available to all the media simultaneously. There will be no exclusive releases except as media representatives request information on particular programs, plans or problems.

In order that school district publicity is given wide coverage and is coordinated into a common effort and purpose, the following procedures will be followed in giving official information to the news media:

1. The School Committee Chair will be the official spokesman for the Committee, except as this duty is delegated to the Superintendent.
2. News releases ~~that are of a district wide or a sensitive nature or pertain to established Committee policy~~ are the responsibility of the Superintendent.
3. ~~News releases that are of concern to only one school, or to an organization of one school, are the responsibility of the Principal of that particular school, but must be approved by the Superintendent.~~
4. All statements made to the press will be made by the Superintendent or approved designee. by other staff members of the particular school must be cleared with the Principal.

While it is impossible to know how news releases will be treated by the press, every possible effort should be made to obtain coverage of school activities that will create and maintain a dignified and professionally responsible image for the school district.

SOURCE: MASC - Updated 2022
[Adopted: 2024]

FIELD TRIPS

Field trips can bring the school and the community closer together, which can result in real life experiences that enrich the curriculum for students and also bring about better public relations. The School Committee will also encourage field trips as an integral part of the instructional programs in the schools.

The Superintendent will establish regulations to assure that:

1. All students have permission from a parent or guardian for trips.
2. All trips are properly supervised.
3. All safety precautions are observed.
4. All trips contribute substantially to the educational program.
5. All trips allow student access without regard of family ability to pay.

All ~~out-of-state or extended~~ (overnight) trips and excursions, except those required for student participation in tournament competition or contests, must have advance approval of the School Committee. Fundraising activities for such trips will be subject to approval by the appropriate Administrator.

Trip organizers must inform students and parents/guardians, in writing, if the trip is not sponsored by Gardner Public Schools. The School Committee will be notified that the trip is being organized. Trip organizers must also disseminate copies of this policy to parents/guardians of students attending the trip. If the school committee votes approval and the district disseminates information and collects funds, then it would be a school sponsored trip.

The presence of a staff member, or use of school facilities for meetings or trip promotion does not, by itself, constitute school sponsorship. There are many third party trip providers, especially for out of state and out of country trips, who will hire teachers to run their tours or rent facilities.

CROSS REF.: [JJH](#), Policy Relating to Field Trips Involving Late Night or Overnight Travel

SOURCE: MASC October 2016

[Adopted: April 2001]
 [Reviewed: September 2003]
 [Revised: March 2004]
 [Revised: January 2006]
 [Revised: April 2008]
 [Revised: October 2013]
 [Revised: November 2016]
 [Revised: February 2021]
 [Revised: April 2024]

| [Revised: 2024]

SERVICE ANIMALS IN SCHOOLS

The School Committee does not permit discrimination against individuals with disabilities, including those who require the assistance of a service animal. The District will comply with Massachusetts law concerning the rights of persons with guide or assistance dogs and with federal law and will permit such animals on school premises and on school transportation.

For purposes of this policy, a "service animal includes any dog that has been individually trained to do the work or perform tasks for the benefit of an individual with a disability." The regulations further state that "a public entity shall make reasonable modifications in policies, practices, or procedures to permit the use of a miniature horse by an individual with a disability if the horse has been individually trained to do work or perform tasks for the benefit of the individual with the disability."

Service animals perform some of the functions and tasks that individuals with disabilities cannot perform themselves. Service animals are not pets. There are several kinds of service animals that assist individuals with disabilities. Examples include, but are not limited to, animals that:

- assist individuals who are blind or have severe sight impairments as "seeing eye dogs" or "guide dogs;"
- alert individuals with hearing impairments to sounds;
- pull wheelchairs or carry and pick-up items for individuals with mobility impairments;
- assist mobility-impaired individuals with balance.

The District shall not assume or take custody or control of, or responsibility for, any service animal or the care or feeding thereof. The owner or person having custody and control of the animal shall be liable for any damage to persons, premises, property, or facilities caused by the service animal, including, but not limited to, clean up, stain removal, etc.

If, in the opinion of the School Principal or authorized designee, any service animal is not in the control of its handler, or if it is not housebroken, the service animal may be excluded from the school or program. The service animal can also be excluded if it presents a direct and immediate threat to others in the school. The parent or guardian of the student having custody and control of the animal will be required to remove the service animal from District premises immediately upon notification by the School Principal.

If any student or staff member assigned to the classroom in which a service animal is permitted suffers an allergic reaction to the animal, the person having custody and control of the animal will be required to remove the animal to a different location designated by the Building Principal or designee and an alternative plan will be developed with appropriate District staff. Such plan could include the reassignment of the person having custody and control of the animal to a different classroom. This will also apply if an individual on school transportation suffers an allergic reaction. In this case, an alternate plan will be developed in coordination with appropriate school, District, and transportation staff and will include the involvement of the parents/guardian of the student.

When a student will be accompanied by a service animal at school or in other District facilities on a regular basis, such staff member or such student's parent or guardian, as well as the animal's

owner and any other person who will have custody and control of the animal will be required to sign a document stating that they have read and understood the foregoing.

The Superintendent of Schools or their designee shall be responsible for developing procedures to accommodate a student's use of an assistance animal in District facilities and on school transportation vehicles.

LEGAL REF.: 28 CFR, Part 35

SOURCE: MASC 2023

| [Adopt: 2024]

STUDENT RIGHTS AND RESPONSIBILITIES

The School Committee has the responsibility to afford students the rights that are theirs by virtue of guarantees offered under the federal and state constitutions and statutes. In connection with rights there are responsibilities that must be assumed by students.

Among these rights and responsibilities are the following:

1. Civil rights – including the rights to equal educational opportunity and freedom from discrimination; the responsibility not to discriminate against others.
2. The right to attend free public schools; the responsibility to attend school regularly and to observe school rules essential for permitting others to learn at school.
3. The right to due process of law with respect to suspension, expulsion, and decisions the student believes injure ~~his~~their rights.
4. The right to free inquiry and expression provided that such right shall not cause any disruption or disorder within the school.
5. The right to privacy, which includes privacy with respect to the student's school records.

It is the School Committee's belief that as part of the educational process students should be made aware of their legal rights and of the legal authority of the school committee to make, and delegate authority to its staff to make, rules regarding the orderly operation of the schools.

Students have the right to know the standards of behavior that are expected of them, and the consequences of misbehavior.

The rights and responsibilities of students, including standards of conduct, will be made available to students and their parents/guardians through handbooks distributed annually.

[Reference: M.G.L. 71:37H; 71:82 through 71:86]

[Adopted: March 1999]

[Revised: May 2003]

[Reviewed: October 2019]

[Revised: 2024]

PROHIBITION OF HAZING

In accordance with Massachusetts General Laws, the School Committee hereby deems that no student, employee or school organization under the control of the School Committee shall engage in the activity of hazing a student while on or off school property, or at a school sponsored event regardless of the location. No organization that uses the facilities or grounds under the control of the School Committee shall engage in the activity of hazing any person while on school property.

Any student who observes what appears to them to be the activity of hazing another student or person should report such information to the Principal including the time, date, location, names of identifiable participants and the types of behavior exhibited. Students and employees of the District are obligated by law to report incidents of hazing to the police department.

Any student who is present at a hazing has the obligation to report such an incident. Failure to do so may result in disciplinary action by the school against that student and could involve suspension from school for up to three days.

Any student who participates in the hazing of another student or other person may, upon the approval of the Principal, be suspended from school for up to ten (10) school days.

Any student determined by the Principal to be the organizer of a hazing activity may be recommended for expulsion from school but will receive no less disciplinary action than that of a participant.

In all cases relating to hazing, students will receive procedural due process.

SOURCE: MASC ~~February 2019~~2021

[Reference: MGL, Chapter 269, Sections 17, 18, 19]

[Adopted: January 2001]

[Reviewed: May 2003]

[Reviewed: October 2017]

[Revised: August 2020]

[Revised: 2024]

HAZING

CH. 269, S.17 CRIME OF HAZING; DEFINITION; PENALTY

Whoever is a principal organizer or participant in the crime of hazing as defined herein shall be punished by a fine of not more than three thousand dollars or by imprisonment in a house of correction for not more than one year, or by both such fine and imprisonment.

The term “hazing” as used in this section and in sections eighteen and nineteen, shall mean any conduct or method of initiation into any student organization, whether on public or private property, which willfully or recklessly endangers the physical or mental health of any student or other person. Such conduct shall include whipping, beating, branding, forced calisthenics, exposure to the weather, forced consumption of any food, liquor, beverage, drug or other substance, or any other brutal treatment or forced physical activity which is likely to adversely affect the physical health or safety of any such student or other person, or which subjects such student or other person to extreme mental stress, including extended deprivation of sleep or rest or extended isolation. Notwithstanding any other provision of this section to be contrary, consent shall not be available as a defense to any prosecution under this action.

CH. 269, S.18. ~~DUTY-FAILURE TO REPORT HAZING~~

Whoever knows that another person is the victim of hazing as defined in section seventeen and is at the scene of such crime shall, to the extent that such person can do so without danger or peril to himself or others, report such crime to an appropriate law enforcement official as soon as reasonably practicable. Whoever fails to report such crime shall be punished by a fine of not more than one thousand dollars.

CH. 269, S.19. ~~COPY OF SECTIONS 17 TO 19; ISSUANCE TO STUDENTS AND STUDENT GROUPS, TEAMS AND ORGANIZATIONS; REPORT HAZING STATUTES TO BE PROVIDED; STATEMENT OF COMPLIANCE AND DISCIPLINE POLICY REQUIRED~~

~~Each secondary school and each public and private school or college shall issue to every group or organization under its authority or operating on or in conjunction with its campus or school, and to every member, plebe, pledge or applicant for membership in such group or organization, a copy of this section and sections seventeen and eighteen. An officer of each such group or organization, and each individual receiving a copy of said sections seventeen and eighteen shall sign an acknowledgement stating that such group organization or individual has received a copy of said sections seventeen and eighteen.~~

~~Each secondary school and each public or private school or college shall file, at least annually, a report with the regents of higher education and in the case of secondary schools, the Board of Education, certifying that such institution has complied with the provisions of this section and also certifying that said school has adopted a disciplinary policy with regards to the organizers and participants of hazing. The Board of Regents and in the case of secondary schools, the Board of Education shall promulgate regulations governing the content and frequency of such reports, and shall forthwith report to the attorney general any such institution which fails to make such a report. Each institution of secondary education and each public and private institution of post-secondary education shall issue to every student group, student team or student organization which is part of such institution or is recognized by the institution or permitted by the institution to use its~~

name or facilities or is known by the institution to exist as an unaffiliated student group, student team or student organization, a copy of this section and sections seventeen and eighteen; provided, however, that an institution's compliance with this section's requirements that an institution issue copies of this section and sections seventeen and eighteen to unaffiliated student groups, teams or organizations shall not constitute evidence of the institution's recognition or endorsement of said unaffiliated student groups, teams or organizations.

Each such group, team or organization shall distribute a copy of this section and sections seventeen and eighteen to each of its members, plebes, pledges or applicants for membership. It shall be the duty of each such group, team or organization, acting through its designated officer, to deliver annually, to the institution an attested acknowledgement stating that such group, team or organization has received a copy of this section and said sections seventeen and eighteen, that each of its members, plebes, pledges, or applicants has received a copy of sections seventeen and eighteen, and that such group, team or organization understands and agrees to comply with the provisions of this section and sections seventeen and eighteen.

Each institution of secondary education and each public or private institution of post-secondary education shall, at least annually, before or at the start of enrollment, deliver to each person who enrolls as a full time student in such institution a copy of this section and sections seventeen and eighteen.

Each institution of secondary education and each public or private institution of post-secondary education shall file, at least annually, a report with the board of higher education and in the case of secondary institutions, the board of education, certifying that such institution has complied with its responsibility to inform student groups, teams or organizations and to notify each full time student enrolled by it of the provisions of this section and sections seventeen and eighteen and also certifying that said institution has adopted a disciplinary policy with regard to the organizers and participants of hazing, and that such policy has been set forth with appropriate emphasis in the student handbook or similar means of communicating the institution's policies to its students. The board of higher education and, in the case of secondary institutions, the board of education shall promulgate regulations governing the content and frequency of such reports, and shall forthwith report to the attorney general any such institution which fails to make such report.

[Adopted: January 8, 2001]

[Reviewed: May 2003]

[Reviewed: April 2021]

[Revised: 2024]

ALCOHOL, TOBACCO, AND DRUG USE BY STUDENTS PROHIBITED

A student shall not, regardless of the quantity, use or consume, possess, buy or sell, or give away any beverage containing alcohol; any tobacco product, including vapor/E-cigarettes; marijuana; steroids; or any controlled substance. The School Committee prohibits the use or consumption by students of alcohol, tobacco products, or drugs on school property, at any school function, or at any school sponsored event.

Additionally, any student who is under the influence of drugs or alcoholic beverages prior to, or during, attendance at or participation in a school-sponsored activity, will be barred from that activity and may be subject to disciplinary action.

Verbal Screening

- The school district shall utilize, in accordance with law, a verbal screening tool approved by the Department of Elementary and Secondary Education to screen students for substance abuse disorders. The tool shall be administered by trained staff on an annual basis at grades 7 and 9.
- Parents/guardians shall be notified prior to the opening of school each year. Parents/guardians shall have the right to opt out of the screening by written notice prior to or during the screening.
- All statements made by a student during a screening are confidential and shall not be disclosed except in the event of immediate medical emergency or in accordance with law. De-identified results shall be reported to the Department of Public Health within 90 days of the completion of the screening process.

This policy shall be posted on the district's website and notice shall be provided to all students and parents/guardians of this policy in accordance with state law. Additionally, the district shall file a copy of this policy with DESE in accordance with law in a manner requested by DESE.

SOURCE: MASC ~~February 2019~~ - Reviewed 2021

LEGAL REFS.: M.G.L. [71:2A](#); [71:96](#); [71:97](#); [272:40A](#)

CROSS REFS.: [ADC](#), Tobacco Products on School Premises Prohibited

[GBEC](#), Drug Free Workplace Policy

[GBED](#), Tobacco use on School Property by Staff Members Prohibited

[IHAMB](#), Teaching About Drugs, Alcohol, and Tobacco

[Revised: October 2017]

[Revised: October 2020]

[Revised: 2024]

PREGNANT STUDENTS

The Gardner Public Schools wishes to preserve educational opportunities for those students who may become pregnant.

Pregnant students are encouraged to continue to attend school. Every effort will be made to see that the educational program of the student is disrupted as little as possible; that health counseling services, as well as instruction, are offered; that return to school after delivery is encouraged, and that every reasonable opportunity to complete high school is provided.

In accordance with Federal Law and Massachusetts Department of Elementary and Secondary Education regulations and guidance, a student who is pregnant in the Gardner Public Schools is permitted to remain in regular classes and participate in extracurricular activities with non-pregnant students throughout her pregnancy. After giving birth, a student is permitted to return to the academic program in which she was enrolled and is permitted to participate in extracurricular programs.

The district does not require that a pregnant student obtain certification from a physician that she is physically and emotionally able to continue in school unless certification is required for all students with other physical or emotional conditions requiring the attention of a physician.

SOURCE: MASC – Reviewed 2021

[Reference: M.G.L. 71:84; Title IX: 20 U.S.C. § 1681; 34 CFR § 106.40(b)]

[Adopted: May 2011]

[Reviewed: December 2019]

[Revised: 2024]

INTERNET PUBLICATION

I. PURPOSE

The School District has established a district-wide web page that links users to web pages for the district's individual schools. The School District maintains these web pages for educational purposes only, in furtherance of the educational mission of the School District. All published pages and corresponding links to other sites must relate to the district's educational mission.

II. SUPERVISION AND APPROVAL OF WEB PAGES

The Superintendent (or their designee) may select the person or persons ("the Webmaster") responsible for overseeing the school district's web pages and maintaining the web pages in a manner consistent with this policy and the school district's Access to Digital Resources Policy. The Webmaster must approve all links from the district web pages to other sites on the Internet. The Webmaster will review the links to ensure that the links are related to the district's educational mission.

Staff members may publish web pages related to their class projects or courses on their school's web site. Staff members must submit their material to the Webmaster for approval before the material can be published. Staff members may not publish or link to personal web pages as part of the school district web site.

Student or staff work (e.g. voice, likeness, quotes, written material, musical pieces and graphic or other artwork) may be published on the district's web pages, as detailed below. All work that is published will be accompanied by a copyright notice written by the Webmaster that prohibits copying the work without the written consent of the copyright holder.

III. CONTENT STANDARDS

All web page materials are expected to be accurate, grammatically correct and free of spelling errors. Student work may deviate from this standard depending upon the age and grade level of the student. Web pages should be well-organized and professional in appearance. Web pages must not contain copyrighted or trademarked material belonging to others unless written permission to display such material has been obtained from the owner and the owner is credited on the school's web page.

IV. SAFETY PRECAUTIONS

A. In general

Identifying information about students, such as first and last names, personal phone numbers or home addresses, will not be published. First names or first names and the first letter of the student's last name may be used where appropriate.

B. Student photographs

Student photographs may be published only with the written consent of the student's parent or guardian.

Student photographs will not be accompanied by identifying information about the student(s).

C. Student work

Student work, e.g. voice, likeness, quotes, written material, musical pieces, and graphic or other artwork, may be published only with the written consent of the student's parent or guardian.

D. Staff photographs, identifying information and work

Photographs of staff members, accompanied by the staff member's full name, may be published only with the staff member's written consent.

Staff work, e.g. voice, likeness, quotes, written material, musical pieces and graphic or other artwork, may be published only with the staff member's written consent.

SOURCE: MASC

[Adopted: August 2015]

[Reviewed: November 2020]

Agreement
Between the
Gardner School Committee
and the
Gardner Education
Association

July 1, 2024 - June 30, 2027

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

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

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

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

Preamble

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

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

Section 1 – Scope

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

procedures provided in this Agreement.

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

Section 2 – Recognition

- A. For the purpose of Collective Bargaining with respect to wages, hours and other conditions of employment, the negotiation of an Agreement and any questions arising therefrom, the COMMITTEE recognizes the ASSOCIATION as the exclusive bargaining agent and representative of the following employees of the COMMITTEE:
 - 1. All teachers
 - 2. All Department Heads
 - 3. School and Adjustment Counselors
 - 4. Speech Pathologist
 - 5. School Psychologist
 - 6. Instructional Coaches
 - 7. Media Specialists
 - 8. Occupational Therapist
 - 9. Instructional Coaches

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

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

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

ARTICLE II

Section 1 – Salaries

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

Section 2 – Payment of Salaries

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

Section 3 – Payroll Statement

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

Section 4 – Co-Curricular Activities

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

activity are listed in Appendix C.

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

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

Section 5 – Inter-school Travel

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

Section 6 – Speech & Language Pathologist Supervisory Stipend

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

Section 7 – Stipend for Substantially Separate Classroom Teachers

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

Section 8 – Substituting Duties

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

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

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

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

ARTICLE III – TEACHING HOURS AND TEACHING LOAD

Section 1 – Work Day

Work Day for the applicable agreement period, the normal work day will be seven and one-quarter (7 ¼) hours including arrival time fifteen (15) minutes before and departure time (15) minutes after the students' school day. The normal work day will include uninterrupted prep time. The Building

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

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

No teacher shall be required to work more than a normal seven and one-quarter (7 ¼) hour day, including fifteen (15) minutes before and (15) minutes after the students’ school day, which will include uninterrupted prep time; this provision does not apply to other contractually agreed upon time and meetings. Should state law require a longer instructional day, or more days, the teachers shall work the added time and the parties shall immediately commence impact bargaining on the issue.

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

Section 2 – Other Personnel

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

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

Section 3 – Work Year

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

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

The Friday prior to Columbus Day/Indigenous Peoples Day, the school day prior to Thanksgiving, the school day prior to December school vacation, the Friday prior to Memorial Day and the last day of school for the school year will each be a ½ day of school.

Section 4 – Meetings

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

Section 5 – Lunch Periods

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

Section 6 – Preparation Periods

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

1. Five (5) preparation periods per week for grades 5 through 12 unless a teacher volunteers to do otherwise.
2. The district will develop a master school schedule for all classroom teachers that will have a minimum of 3 hours and 30 minutes of preparation time for every full week of school.
3. Elementary (preK-4) preparation time: The district will develop a master school schedule for Elementary classroom teachers that will have a minimum of 30 minutes of preparation time for every full day of school. The first thirty (30) minutes of each 7 ¼ hour day will be preparation or common planning time.
4. Substitutes – Substitutes will be provided when Unified Arts' teachers are absent if possible.

Section 7 – Definitions

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

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

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

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

Section 8 – Directed Study

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

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

content.

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

ARTICLE IV – CLASS SIZE

Section 1 – Class Size

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

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

Section 2 – Educational Support Personnel

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

Section 3 – Kindergarten Class Size

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

ARTICLE V – SICK LEAVE BANK

Section 1 – Provisions

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

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

majority vote of the Sick Leave Bank Committee.

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

Section 2 – Authorization

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

ARTICLE VI – TEACHER EMPLOYMENT

Section 1 – New Hires

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

Section 2 – Credit for Military, Peace Corps

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

Section 3 – Outside Teaching Experience

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

ARTICLE VII – TEACHER ASSIGNMENT

Section 1 – Program Changes

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

Section 2 – Areas of Competence

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

Section 3 – Grade Assignment

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

Section 4 – Equal Opportunity

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

ARTICLE VIII – TRANSFERS, REDUCTIONS IN FORCE AND RECALL

Section 1 – Transfers

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

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

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

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

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

circumstances not later than June 1st.

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

Section 2 – Reduction in Force

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

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

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

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

employee to discuss how the decision was made.

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

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

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

Section 3 – Recall

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

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

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

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

ARTICLE IX – VACANCIES AND PROMOTIONS

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

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

ARTICLE X – TEACHER EVALUATION

Section 1 – See Appendix A

Section 2 – Reviewing Personnel File

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

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

Section 3 – Evaluation Requirement

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

Section 4 – Employer Responsibility

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

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

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

ARTICLE XI – USE OF SCHOOL FACILITIES

Section 1 – School Buildings

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

Section 2 – Athletic Facilities

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

Section 3 – Bulletin Boards

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

ARTICLE XII – LEAVES OF ABSENCE

Section 1– Sick Leave

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

- A. For the first ninety (90) days of a teacher's employment, one and one half (1½) days of sick leave per month shall be earned to a maximum of fifteen (15) sick days per year. All other employees covered by this Agreement shall be credited with fifteen (15) sick leave days on the first official day of the said school year whether or not they report for duty on that date.
- B. Sick leave may be accumulated by any employee for an unlimited number of days.
- C. In the event of the absence of a teacher due to sickness or injury in excess of five (5) days (consecutive working days) or in excess of eight (8) working days during any school year, the Principal or the Superintendent, may require a Doctor's certificate at the employee's expense for any absence for which an employee seeks to use his or her accumulated sick leave. If the Superintendent has some rational basis for questioning the physical condition of an employee the Superintendent may, at his/her sole discretion, require an examination of the employee by a physician, other than the employee's attending physician, which physician shall be mutually agreed to by the parties and which the examination shall be at the expense of the COMMITTEE. In the event the parties cannot agree on a physician, either party may submit the choice of a decision to arbitration.
- D. Sick leave may be used in case of illness of immediate family members. These days will be deducted from accumulated sick leave but recorded as family illness days.
- E. *Stay Well Buy Back.* All teachers hired before July 1, 2023 will be allowed to sell back to the school department a maximum of three (3) days per year of unused sick time from the present school year, for payment in July.

Teachers wishing to sell back these days shall be required to notify the Superintendent by December 31st of each school year. The Business Office will send a reminder by November 30 of each year. A Stay-Well Buyback Form will be made available on the District website under Human Resources. If a choice is made to discontinue/change the stated intent, teachers shall notify the Superintendent in writing.

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

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

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

Section 2 – Other Temporary Leave of Absence with Pay

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

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

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

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

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

Section 3 – Leave of Absence without Pay

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

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

- B. Parental Leave

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

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

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

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

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

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

ARTICLE XIII – PROFESSIONAL DEVELOPMENT AND EDUCATIONAL

IMPROVEMENT

Section 1 – Expenses

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

Section 2 – Credit for Projects

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

Section 3 – Credit for Courses

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

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

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

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

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

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

Section 4 – Professional Development Courses

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

ARTICLE XIV – SAFE WORKPLACE

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

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

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

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

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

ARTICLE XV – PERSONAL INJURY BENEFITS

Section 1 – Absence as a Result of Injury

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

Section 2 – Medical, Surgical, Hospital Reimbursement

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

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

Section 3 – Property Reimbursement Claims

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

Section 4 – Other Reimbursement

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

ARTICLE XVI – HEALTH AND LIFE INSURANCE

Section 1 – Insurance Premiums

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

Section 2 – Health Insurance

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

Section 3 – Annuity

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

Section 4 – Insurance Claims

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

Section 5 – Other Insurance Benefits

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

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

ARTICLE XVII – DUES DEDUCTION

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

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

ARTICLE XVIII – GRIEVANCE AND ARBITRATION PROCEDURES

Section 1 – Definition

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

Section 2 – Time Limits

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

Section 3 – Procedure

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

Level 1

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

Level 2

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

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

Level 3

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

Section 4 – Submission to Arbitration

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

Section 5 – Decision of Arbitrator

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

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

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

Section 6 – Arbitrator Expenses

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

Section 7 – Other Representation

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

Section 8 – Grievances Affecting a Group or Class of Teachers

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

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

Section 9 – Decisions

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

Section 10 – Grievance Documents and Communications

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

Section 11 – Document Preparation

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

Section 12 – No Reprisal

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

ARTICLE XIX – EARLY RETIREMENT PACKAGE

Section 1 – Notification

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

Section 2 – Notification Waiver

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

Section 3 – Shared Savings

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

Section 4 – Medical Insurance Responsibility

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

Section 5 – Substitute Teaching Priority

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

Superintendent and complete proper procedures.

Section 6 – COMMITTEE Obligations

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

Section 7 – Eligibility

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

ARTICLE XX - MISCELLANEOUS

Section 1 – Effective Date of Salary Schedules

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

Section 2 – No Strikes

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

Section 3 – Bargaining During the Agreement

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

Section 4 – Waiver

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

Section 5 – Amendment to this Agreement

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

Section 6 – Discrimination

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

Section 7 – Negotiations and Grievance Sessions

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

Section 8 – Severability Clause

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

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

Section 9 – Non-Teaching Duties

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

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

Section 10 – Teacher Facilities

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

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

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

Section 11 – Grant Writing

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

Section 12 – Longevity

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

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

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

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

Section 13 – Home Tutoring Rate

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

Section 14 – Mileage Reimbursement

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

15 – Union Rights

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

Section 16 – New Employee Notification

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

ARTICLE XXI – DURATION

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

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

SIGNATURE PAGE

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

Signed in duplicate this day of 2024.

Gardner School Committee

Gardner Education Association, Unit A

Appendix A
Evaluation Criteria and Performance Standards
Gardner Public Schools
Educator Evaluation System

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Purpose of Educator Evaluation

1. This contract language is locally negotiated and based on M.G.L., c.71, §38; M.G.L. c.150E; the Educator Evaluation regulations, 603 CMR 3 5.00 et seq.; and the Model System for Educator Evaluation developed and which may be updated from time to time by the Department of Elementary and Secondary Education. See 603 CMR 35.02 (definition of model system). In the event of a conflict between this collective bargaining agreement and the governing laws and regulations, the laws and regulations will prevail.
2. The regulatory purposes of evaluation are:
 - a. To promote student learning, growth, and achievement by providing Educators with feedback for improvement, enhanced opportunities for professional growth, and clear structures for accountability, 603 CMR 35.01 (2)(a);
 - b. To provide a record of facts and assessments for personnel decisions, 35.01 (2)(b);
 - c. To ensure that every school committee has a system to enhance the professionalism and accountability of teachers and administrators that will enable them to assist all students to perform at high levels, 35.01(3); and
 - d. To assure effective teaching and administrative leadership, 35.01(3).

GENERAL PROVISIONS

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

- a. Self-Assessment Form
 - b. Form 2B Educator Plan Form (for goals and action plan)
 - c. Form 3B Educator Collection of Evidence
 - d. Form 4A Formative Assessment Report (for One-Year Plans)
 - e. Form 4B Formative Evaluation Form (for Two-Year Plans)
 - f. Form 5 Summative Evaluation Form
 - g. Educator Response Form
9. The parties agree to review this Evaluation Procedure each year, and the review will occur by June 1st of each year. The review will include not only language but the rubrics and forms as well.
 10. Violations of this article are subject to the grievance and arbitration procedures. The arbitrator shall determine whether there was substantial compliance with the totality of the evaluation process. When the evaluation process results in the termination or non-renewal of an Educator, then no financial remedy or reinstatement shall issue if there was substantial compliance.
 11. Educator Plans shall be designed to provide Educators with feedback for improvement, professional growth, and leadership; and to ensure Educator effectiveness and overall system accountability.
 12. It is the Educator's responsibility to attain the goals in the Plan and to participate in any trainings and professional development provided through the state, district, or other providers in accordance with the Educator Plan.

DEFINITIONS

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

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

- achievement, judgments based on observations and artifacts of professional practice, including unannounced observations of practice of any durations that provide feedback to the educator; and additional evidence relevant to one or more Standards of Effective Teaching Practice (603 CMR 35.03).
5. *District-determined Measures: Measures of student learning, growth and achievement related to the Massachusetts Curriculum Frameworks, or other relevant frameworks that are comparable across grade or subject level district wide. These measures may include, but shall not be limited to: portfolios, approved commercial assessments, and district-developed pre and post unit and course assessments, and capstone projects.
 6. *Educator(s): Inclusive term that applies to all teachers and caseload educators, unless otherwise noted.
 7. *Educator Plan: The growth or improvement actions identified as part of each Educator's evaluation. The type of plan is determined by the Educator's career stage, overall performance rating, and the rating of impact on student learning, growth and achievement. There shall be four types of Educator Plans:
 - a. **Two-Year Self-Directed Growth Plan** shall mean a plan developed by the Educator for one or two school years *for Educators with PTS who are rated proficient or exemplary*
 - b. **One-Year Developing Educator Plan** shall mean a plan developed by the Educator and the Evaluator for one school year or less *for Educators without Professional Teacher Status (PTS, see Ch.71, sec.41 for definition); or, at the discretion of an Evaluator, for an Educator with PTS in a new assignment.*
 - c. **One-Year Directed Growth Plan** shall mean a plan developed by the Educator and the Evaluator of one school year or less *for Educators with PTS who are rated needs improvement.*
 - d. **Improvement Plan** shall mean a plan developed by the Evaluator of at least 30 school days and no more than one school year *for Educators with PTS who are rated unsatisfactory* with goals specific to improving the Educator's unsatisfactory performance. In cases where an Educator is rated unsatisfactory near the close of a school year, the plan may include activities during the summer preceding the next school year.
 8. *DESE: The Massachusetts Department of Elementary and Secondary Education.
 9. *Evaluation: The ongoing process of defining goals and identifying, gathering, and using evidence as part of a process to improve professional performance (the "formative evaluation" and "formative assessment") and to assess total job effectiveness and make personnel decisions (the "summative evaluation").
 10. *Evaluator: Any person designated by a superintendent who has primary or supervisory responsibility for observation and evaluation. The superintendent is

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

- a. Primary Evaluator shall be the person who determines the Educator's performance ratings and evaluation.
- b. Supervising Evaluator shall be the person responsible for developing the Educator Plan, supervising the Educator's progress through formative assessments, evaluating the Educator's progress toward attaining the Educator Plan goals, and making recommendations about the evaluation ratings to the primary Principal at the end of the Educator Plan. The supervising Evaluator may be the primary Evaluator or his/her designee.
- c. NOTE for Teaching Staff Assigned to More Than One Building: Each Educator who is assigned to more than one building will be evaluated by the appropriate administrator where the individual is assigned most of the time. The principal of each building in which the Educator serves must review and sign the evaluation, and may add written comments. In cases where there is no predominant assignment, the superintendent will determine who the primary evaluator will be.
- d. NOTE regarding Teacher Notification of Evaluator: The Educator shall be notified in writing of his/her primary Evaluator and supervising Evaluator, if any, at the outset of each new evaluation cycle. The Evaluator(s) may be changed upon notification in writing to the Educator.

11. Evaluation Cycle: A five-component process that all Educators follow consisting of:

- a. Self-Assessment;
- b. Goal-setting and Educator Plan development;
- c. Implementation of the Plan;
- d. Formative Assessment/Evaluation; and
- e. Summative Evaluation.

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

13. *Family: Includes parents, legal guardians, foster parents, or primary caregivers.

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

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

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

Educator's performance is consistently below the requirements of a standard or overall and is considered inadequate, or both.

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

RUBRIC

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

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

EVIDENCE USED IN EVALUATION PROCESS

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

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

administrators such as the superintendent.

OBSERVATIONS

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

1. Unannounced observations may be in the form of partial or full-period classroom visitations.
2. The Educator will be provided with at least brief written ***feedback from the Evaluator within 5 school days*** from the observation.
3. Any observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement for the first time ***must be followed by at least one observation of at least thirty minutes in duration within thirty school days.***
4. The Educator shall provide the Evaluator a draft of the lesson, student conference, IEP plan or activity. If the actual plan is different, the Educator will provide the Evaluator with a copy prior to the observation.
5. The Educator will be notified as soon as possible if the Evaluator will not be able to attend the scheduled observation. The observation will be rescheduled with the Educator as soon as reasonably practical.
6. Within 5 school days of the observation, the Evaluator and Educator shall meet for a post-observation conference. This timeframe may be extended due to unavailability of either party.
7. The Evaluator shall provide the Educator with written feedback within 5 school days of the post-observation conference. For any standard where the Educator's practice was found to be unsatisfactory or needs improvement, the feedback must:
 - a. Describe the basis for the Evaluator's judgment;
 - b. Describe actions the Educator should take to improve his/her performance; and
 - c. May identify support and/or resources the Educator may use in his/her improvement.

CAREER ADVANCEMENT

In order to attain Professional Teacher Status, the Educator should achieve ratings of proficient or exemplary on each Performance Standard and overall. A principal considering making an employment decision that would lead to PTS for any Educator who has not been rated proficient or exemplary on each performance standard and overall on the most recent evaluation shall confer

with the superintendent by May 1. The principal's decision is subject to review and approval by the superintendent.

RATING IMPACT ON STUDENT LEARNING GROWTH

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

USING STUDENT FEEDBACK IN EDUCATOR EVALUATION

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

EVALUATION CYCLE: TRAINING AND ORIENTATION

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

EVALUATION CYCLE: SELF-ASSESSMENT

The self-assessment includes:

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

EVALUATION CYCLE: GOAL SETTING & DEVELOPING THE EDUCATOR PLAN

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

3. To determine the goals to be included in the Educator Plan, the Evaluator reviews the goals the Educator has proposed, using evidence of Educator performance and impact on student learning, growth and achievement based on the Educator's self-assessment and other sources that Evaluator shares with the Educator.
4. The Evaluator completes the Educator Plan by November 1st. The Educator signs the Educator Plan within 5 school days of receipt and may include a written response. The Evaluator retains final authority over the content of the Educator's Plan.

EVALUATION CYCLE: SUMMATIVE EVALUATION

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

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

OVERVIEW OF FORMS

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

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

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

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

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

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

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

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

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

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

EDUCATOR PLANS: TWO-YEAR SELF-DIRECTED

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

- The Educator's performance rating for that year shall be assumed to be the same as the previous summative rating unless evidence demonstrates a significant change in performance in which case the rating on the performance standards may change, and the Principal may place the Educator on a different Educator plan, appropriate to the new rating.
- The Evaluator or Educator may request a meeting to discuss a Formative or Summative report.
- The Educator may reply in writing to the Formative Evaluation report within 5 school days of receiving the report. The Educator shall sign the Formative Evaluation report within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Assessment report. The signature does not indicate agreement or disagreement with its contents.
- As a result of the Formative Evaluation report, the activities in the Educator Plan may be changed by the Evaluator.
 - If the rating in the Formative Evaluation report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.
- Educators on a two-year self-directed growth plan will have at least one observation annually.

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

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

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

EDUCATOR PLANS: ONE-YEAR DEVELOPING EDUCATOR

One-Year Developing Educator Plans are for Educators without PTS, or Educators with PTS in new assignment (at the discretion of the Evaluator). The Educator shall be observed by an evaluator at least three times annually.

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

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

*DO NOT sign until after the Evaluator signs	
Evaluator completes Summative Evaluation Report	June 1
Evaluator meets with any Educator whose overall Summative Evaluation ratings are Exemplary or Proficient Only at the request of Evaluator or Educator	June 10
Evaluator meets with any Educator whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory	June 10
Educator signs Formative/Summative Evaluation Report and adds response, if any, within 5 school days of receipt	June 15

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

EDUCATOR PLANS: ONE-YEAR DIRECTED GROWTH

This one-year plan is for Educators with PTS whose overall rating is Needs Improvement from the previous evaluation cycle. The Educator shall be observed by an evaluator at least three times annually.

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

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

EDUCATOR PLANS: IMPROVEMENT PLAN

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

1. The parties agree that in order to provide students with the best instruction, it may be necessary from time to time to place an Educator whose practice has been rated as unsatisfactory on an Improvement Plan of no fewer than 30 school days and no more than one school year. In the case of an Educator receiving a rating of unsatisfactory near the close of one school year, the Improvement Plan may include activities that occur during the summer before the next school year begins.
2. The Evaluator must complete a summative evaluation for the Educator at the end of the period determined by the Evaluator for the Plan.
3. An Educator on an Improvement Plan shall be assigned a Supervising Evaluator (see definitions). The Supervising Evaluator is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan. The primary Evaluator may be the Supervising Evaluator.
4. The Improvement Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the improvement goals to be met, the activities the Educator must take to improve and the assistance to be provided to the Educator by the district.
5. The Improvement Plan process shall include:
 - a. Within 10 school days of notification to the Educator that the Educator is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Educator to discuss the Improvement Plan, which will include the provision of specific assistance to the Educator.
 - b. The Educator may request that a representative of the Association attend the meeting(s).
 - c. If the Educator consents, The Association shall be informed that the Educator has been placed on an Improvement Plan.
6. The Improvement Plan shall:
 - a. Define the improvement goals directly related to the performance standard(s) and/or student learning outcomes that must be improved;
 - b. Describe the activities and work products the Educator must complete as a means of improving performance;
 - c. Describe the assistance that the district will make available to the Educator;
 - d. Articulate the measurable outcomes that will be accepted as evidence of improvement;

- e. Detail the timeline for completion of each component of the Plan, including at a minimum a mid-cycle formative assessment report of the relevant standard(s) and indicator(s);
 - f. Identify the individuals assigned to assist the Educator which must include minimally the Supervising Evaluator; and,
 - g. Include the signatures of the Educator and Supervising Evaluator.
 - h. A copy of the approved Improvement Plan shall be provided to the Educator. The Educator must sign the plan.
7. Decision on the Educator's status at the conclusion of the Improvement Plan. *All determinations below must be made no later than June 1.* One of three decisions must be made at the conclusion of the Improvement Plan. If the Evaluator determines that the Educator has:
- a. Improved their practice to the level of Proficient, the Educator will be placed on a Two-Year Self-Directed Growth Plan.
 - b. Made substantial progress toward proficiency, the Evaluator shall place the Educator on a Directed Growth Plan.
 - c. Not made substantial progress toward proficiency, the Evaluator will recommend to the superintendent that the Educator be dismissed.
 - d. Remained at the level of unsatisfactory, the Evaluator shall recommend to the Superintendent that the Educator be dismissed.

Appendix B – Salary Schedule

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

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

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

NOTE:

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

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

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

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

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

NOTE:

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

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

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

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

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

NOTE:

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

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

Appendix C – Co-Curricular Activities

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

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

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

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

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

Date: _____

1. **Applicant Name and Address:** _____
2. **Purpose:** _____
Will admission be charged: YES NO If "Yes", amount/person: _____
(Please note Section 7, Paragraph A of the Regulations.)
3. **Facility(ies) Desired:** _____ **Athletic Fields:** _____
4. **Dates Desired:** _____ **Start Time:** _____ **End Time:** _____
5. **Will the activity be open to the public?** YES NO
6. **Person in Charge:** _____ **Telephone:** _____
7. **Please indicate your general liability insurance policy:**
 - a. **Company:** _____
Liability Limits: **Bodily Injury:** _____ **Property Damage:** _____
(Please attach the Certificate of Insurance naming the City of Gardner as an "Additional Named Insured".)
 - b. If there is no insurance coverage, please sign the "Hold Harmless Agreement" below.

HOLD HARMLESS AGREEMENT

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

Signature: _____ Date: _____

CERTIFICATION

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

Date: _____ Telephone: _____ Position: _____

Signature of Applicant: _____

SCHOOL USE ONLY

- Approved by Building Principal:** YES NO
 Signature: _____ Date: _____
- Approved by Athletic Director:** YES NO
 Signature: _____ Date: _____
- Approved by School Business Director:** YES NO **If "No", state reason:** _____
 Signature: _____ Date: _____
- Fees:** **Custodian:** _____ **User:** _____

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

**Contract Between
City of Gardner School Committee and
Gardner Education Association an
Affiliate of the
Massachusetts Teachers Association for
Educational Support Personnel**

**For Schools Years
2024-2027**

(July 1, 2024 - June 30, 2027)

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Preamble

This agreement is entered into between the School Committee of the City of Gardner (hereinafter referred to as the "COMMITTEE" or "EMPLOYER") and the Gardner Education Association, an affiliate of the Massachusetts Teachers Association (hereinafter referred to as the "ASSOCIATION") as follows:

Article I Recognition and Scope

Section 1 – Recognition

The School Committee hereby recognizes the ASSOCIATION as the exclusive representative for the purpose of Collective Bargaining with respect to wages, rates of pay, hours of employment, standards of productivity and performance, and other terms or conditions of employment for the Education Support in this unit. All paraprofessionals, tutors and Registered Behavioral Technicians shall be entitled to the benefits of this contract commencing on the effective date of this agreement.

Section 2 – Scope

- a) This Agreement includes all of the agreements reached by the parties respecting matters pertaining to wages, hours, standards for productivity and other conditions or employment of employees covered by this Contract for which specific directions are not set forth herein, which matter is not specifically delegated to the employees or to the Arbitrator for decisions, shall be reserved for decision by the School Committee or the Superintendent as the case may be, in their full discretion; and in the exercise of such discretion they shall not be subject to the Grievance and Arbitration Procedures provided in this contract.
- b) Severability. If any of the Contract or any application of this Contract to any employee covered by the terms of this Contract shall be found contrary to law by a Court of competent and final jurisdiction, such provision or application shall have effect only to the extent permitted by law, and all other provisions or applications of this Contract shall continue in full force and effect.

The invalidation of any such provisions or application of any such Article by such Court shall be sufficient cause for the parties to meet and renegotiate such provision or application.

- c) The parties further recognize and agree that, except as otherwise specifically provided by this Agreement, the COMMITTEE continues to retain, whether exercised or not, the right to exercise, in its sole discretion, the duties, powers, responsibilities, and rights provided by the laws of Massachusetts and the applicable rules and regulations of administrative agencies issued under such laws, in the control, direction, and management of the Gardner School System, and in the exercise of such powers the discretion of the COMMITTEE shall not be subject to the Grievance and Arbitration procedures set forth in this Contract.

Article II Employee Rights and Representation

Section 1

The Employer agrees not to discharge, discriminate, interfere with, restrain or coerce any employee because of his or her lawful exercise of the rights set forth in Section 2, Chapter 150E of the Massachusetts General Laws. No member of the bargaining unit will be

disciplined or discharged without good cause.

Section 2

The employer agrees that it will not discriminate against, interfere with or coerce against any employee because such employee gives testimony, takes part in grievance procedures or hearings, negotiations or conferences for or in behalf of the ASSOCIATION or any employee.

Section 3

Employees are free to become or refrain from becoming members of the ASSOCIATION. Notwithstanding membership in the ASSOCIATION, the ASSOCIATION agrees to represent fully any members of the bargaining unit. Both parties agree that they will not discriminate against any person in the bargaining unit because of race, color, sex, religion, national origin, disability or sexual orientation.

Section 4

The ASSOCIATION shall inform the School Committee and the Superintendent in writing of any changes in the roster of elected officers of the ASSOCIATION.

Section 5

Recall Language – Based on Seniority (last out; first in).

Article III Union Security Clause

Pursuant to the provisions of General Laws, Chapter 180, Section 17A, ASSOCIATION dues shall be deducted by the ASSOCIATION monthly from the salary of each employee who voluntarily executes and remits to the ASSOCIATION, a form of authorization for payroll deduction of ASSOCIATION dues, initiation fee, and assessments.

Such authorization may be withdrawn by the employee by giving at least sixty (60) days notice in writing to the ASSOCIATION and by filing a copy thereof with the Treasurer of the ASSOCIATION.

Transmittal of said dues deducted shall be made to the ASSOCIATION Treasurer within twenty-five (25) working days after the month in which dues are deducted; provided that the ASSOCIATION Treasurer is satisfied by such evidence as he or she may require that the Treasurer of the ASSOCIATION has given to the ASSOCIATION a bond, in a form approved by the Commissioner of Corporations and Taxation, for the faithful performance of his or her duties, in a sum and with surety as are satisfactory to the ASSOCIATION.

The following authorization of dues form shall be used:

The authorization of dues shall continue for a period of one (1) year from the date hereof or until the termination of this Agreement (whichever comes first) and shall be automatically renewed for successive periods of one (1) year unless written notice of revocation is given by me to you in writing. Upon receipt thereof, this authorization shall expire sixty (60) days thereafter.

Signed _____

Article IV - Wages

Wages shall be paid in accordance with Appendix A, Salary Scales, and attached thereto and made a part thereof.

Article V – Grievance and Arbitration Procedures

Section 1 – Definition

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

Section 2 – Time Limits

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

Section 3 – Procedure

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

Level 1

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

Level 2

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

Level 3

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

Section 4 – Submission to Arbitration

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

Section 5 – Decision of Arbitrator

The Arbitrator so selected will confer with representatives of the COMMITTEE and the ASSOCIATION and hold hearings promptly and will issue a decision, award, and reasons therefore not later than twenty (20) business days from the date of the close of the hearings, or if oral hearings have been waived, than from the date the final statements and proofs are submitted to him. The arbitrator will be without power or authority to make any decision or award which is in violation of the common law or statutory law of the Commonwealth, or requires the commission of an act prohibited by law, or which violates any of the terms of this Agreement. The Arbitrator will be without power or authority to render an award or decision concerning any matter which has been excluded from the Grievance and Arbitration procedures of this Agreement.

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

Section 6 – Arbitrator Expenses

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

Section 7 – Other Representation

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

Section 8 – Grievances Affecting a Group or Class of Employees in the Bargaining Unit If, in the judgment of the ASSOCIATION, a Grievance affects a group or class of employees, the ASSOCIATION may submit such Grievances in writing to the Superintendent directly and the processing of such Grievance will be commenced at Level 2. The ASSOCIATION may process such a Grievance through levels of the Grievance procedure even though the aggrieved person does not wish to do so.

Section 9 – Decisions

Decisions rendered at Levels 1, 2, and 3 of the Grievance procedure will be in writing setting

forth the decision and reasons therefore and will be transmitted promptly to all parties in interest and to the president of the ASSOCIATION. Decisions rendered at Level 4 will be in accordance with the procedures set forth herein.

Section 10 – Grievance Documents and Communications

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

Section 11 – Document Preparation

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

Section 12 – No Reprisal

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

Article VI State Labor Laws

The employer and the ASSOCIATION shall recognize and adhere to all State Labor Laws, rules and regulations, relative to seniority, promotions, transfers, discharges, removals and suspensions.

The ASSOCIATION further reserves the right to represent employees under any such established procedure. Any employee not covered by any statute relative to the above matters shall have recourse to the Grievance Procedure contained herein.

Article VII Hours of Work and Overtime

Section 1 – Hours of Work

The regular hours of work for employees shall be determined by the School Administration. Each employee covered by this Contract shall be paid an hourly rate of pay for each hour worked. In the event that there is a delay in the opening of school or an unscheduled early release which is beyond the control of the employee, the employee will be compensated for the time that is lost.

In the event that such employee's normal schedule **and/or assigned position within a building** shall have to be changed during the school year, such employees shall receive at least seven (7) days notice of such change prior to implementation of such change, except in an emergency as is determined by the School Administration.

Section 2 – Overtime

Each employee covered by this Contract shall be paid overtime at the rate of pay for all work such employee shall perform in excess of forty (40) hours in one week.

Section 3 – Work Year

Paraprofessionals and Tutors shall be required to work one hundred eighty-two (182) days. Registered Behavioral Technicians shall be required to work two hundred (200) days. The two hundred (200) days include the one hundred eighty four (184) day teacher work year, the fifteen (15) day summer program and one (1) day for trainings specific to the position of Registered Behavioral Technician. The District may require Paraprofessionals and Tutors to participate in up to two (2) days of Professional Development as scheduled on the annual school calendar for Unit A Professional Development, providing the district notifies the GEA by 2/1 of the preceding school year.

When there is an early release day for the purpose of professional development, all employees will be required to work their regular number of hours. However, when there is an early release day for the purpose of parent/teacher conferences or the Friday prior to Columbus Day/Indigenous Peoples Day, the school day prior to Thanksgiving, the school day prior to December school vacation, the Friday prior to Memorial Day and the last day of school for the school year, employees will leave when students leave and will receive their regular daily rate of pay.

In the event that there are fewer Registered Behavioral Technician positions needed for the summer program than are currently employed in the district, the district will solicit volunteers to be exempt from the summer program and the member(s) will not receive compensation for the additional fifteen (15) day summer program. In the event that there are more volunteers than needed, the exemptions will be made based on seniority. In the event that there are not enough volunteers, the District will place the required number of Registered Behavioral Technicians in a summer school position for the fifteen (15) days.

Registered Behavioral Technicians who are required to work summer school may have full use of available sick and bereavement days during summer school.

Section 4 – Holidays

Employees will be paid their daily rate of pay for the following holidays: Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, and Memorial Day.

Section 5 – Additional Hours

Any additional hours worked beyond the normal work year (school year), with approval and request of building principal, shall be remunerated at the employee's normal per hour rate.

Section 6 – In-service

All employees covered by this Agreement shall be notified of all in-service programs to be offered. Employees shall attend these programs and shall be compensated at their hourly rate of pay.

Article VIII Insurance and Hospitalization

Each eligible employee will be covered under the plans adopted by the City of Gardner. The City will pay 50% of the most expensive health plan, the Massachusetts Blue Cross Blue Shield Blue Choice Plan. The City will pay 75% of all the premiums for the other plans.

Those employees electing to include dependent spouse and children under the age of 19 years, the City will pay 50% of the most expensive health plan, the Massachusetts Blue Cross Blue Shield Blue Choice Plan, of the premium for coverage of said dependents. The City will pay 75% of all the premiums for the other plans.

Any claim for payment under said policy shall not be subject to the Grievance and Arbitration Procedures of this Contract, but shall only be subject to those procedures set forth in the policy of insurance.

Employee contributions for health insurance premiums shall be divided evenly in the twenty-two (22) paychecks.

A health insurance “opt out” plan, consistent with what is offered by the City of Gardner, will be made available to members of this bargaining unit.

Article IX Vacancies

Notice of any vacancies in positions covered by this Contract shall be posted via e-mail using the internal e-mail system of the Gardner Public Schools for a period not less than five (5) days prior to such vacancy being filled.

Bargaining Unit members who desire to apply for such vacancies shall file their applications in writing, following the posting directions, with the appropriate hiring authority, and within the time limit specified by the notice.

Appointment to such positions shall be on the basis of ability and shall be approved by the Superintendent upon the recommendation of the appropriate hiring authority. The appropriate hiring authority agrees to give due weight to the length of time each has been in the school system and any other relevant factors. Appointments will be made without regard to race, color, sex, gender identity, religion, national origin, sexual orientation, disability, or age.

Summer employment for para positions will be posted internally and open only to bargaining unit members. External candidates will be allowed to apply only in the event that summer para positions remain unfilled after the internal posting and appointment process.

Article X Workers' Compensation

All eligible employees shall receive the benefits of Workers' Compensation as provided by law.

Article XI Sick Leave

All employees covered by this Agreement shall be eligible for sick leave benefits of fifteen (15) days annually. For the first ninety (90) days of employment, one day of sick leave per month shall be earned. On the 91st day of employment, the remaining twelve (12) days of annual sick leave are available for use by the employee.

Sick leave may accumulate from year to year with unlimited accumulation. The Principal may request a doctor's statement from the employee after three (3) consecutive days of sick leave or in excess of eight (8) working days during any school year. Any abuse of this

language will be subject to disciplinary procedures.

Article XII Use of Buildings

To the extent permitted others, the ASSOCIATION will have the right to use school buildings without rental fees for reasonable times for meetings. The Superintendent will be notified at least three (3) days in advance of the time of all such meetings.

Article XIII Method of Payment

Employees covered by this Agreement shall be paid biweekly as determined by the Superintendent of Schools as soon after the execution of this Contract as is practicable. Paraprofessionals and Tutors will receive twenty-two (22) paychecks over the course of the school year, however, Unit B members, at the employee's option, may be paid in 26 equal installments provided the employee has notified the Superintendent by August 1. Employees shall receive their base salary due for the months of July and August in one payment on the first pay period following the last day of school but no later than June 30. Registered Behavioral Technicians will receive twenty-two (22) paychecks over the course of the school year for compensation of one hundred eighty-five (185) work days and any applicable holidays. Registered Behavioral Technicians will receive three (3) paychecks over the summer for compensation for the fifteen (15) day summer program. Payment will be made by direct deposit, and employees will continue to receive a non-negotiable check with stub containing payment information. On the first payroll day of each new school year, the Administration will provide a statement to all members regarding their salary rate and sick and personal day balances.

Article XIV Bargaining During the Contract

Each of the parties to this Agreement acknowledge that during the collective bargaining process which preceded the execution of this Contract, they each had the free opportunity to present any and all matters to be raised in the collective bargaining process.

Article XV Waiver

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

Article XVI No Strikes

For the duration of this Agreement, no employee covered by this Agreement, the ASSOCIATION or its officers, agents, or employees will engage in, induce, encourage any strike, work stoppage, slowdown, or withholding of services by any employee covered by this Agreement or by the ASSOCIATION.

Article XVII Funeral Leave

In the event of death in the immediate family of an employee, the employee will be granted leave with pay up to five (5) working days, and such leave shall not be charged to Sick Leave or Personal Leave.

Immediate family is defined as spouse, children, siblings, parents, grandparents, and

comparable in laws, and significant others. Other relationships may be considered as “immediate family” at the discretion of the building principal. However, disapproval of bereavement leave is not subject to the grievance procedures as written in this Agreement.

A maximum of one (1) day may also be allowed at the discretion of the Building Principal for death or illness of close friends or relatives not in the immediate family.

Article XVIII Jury Pay

The employer agrees to make up the difference in an employee's wages between a normal week's wages and compensation received for jury duty.

Article XIX Leave of Absence

- A. An employee may be granted a leave of absence for up to one year at the discretion of the Superintendent. The employee granted such leave would maintain all rights and privileges afforded under the Contract, including seniority.

Any ESP member on a leave of absence must notify the Superintendent of Schools in writing no later than February 1st of the year he or she is on leave as to whether he or she will return to work for the following school year.

A second year leave of absence can be requested of the Superintendent of Schools and the leave will be granted at his/her discretion.

- B. Parental Leave

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

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

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

The member may return to work as soon as desired after the delivery of the child providing her physician approves her return. An employee on Parental Leave may request to extend such leave which leave which extended leave shall then be referred to

as Child-Rearing Leave. Such leave shall be without pay and subject to the rules and regulations in Section A, above, (Leave of Absence without Pay). Leaves of Absence shall not exceed twelve (12) months unless requested in writing and extended by the Superintendent.

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

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

Article XX Personal Leave

Members of the bargaining unit will receive three (3) days leave of absence, in full day increments, for religious, personal, legal, business, household or family matters which require absences during school hours, provided, except in the case of an emergency, that written notification to the building principal has been given by the employee no less than two business days before such leave is to take place. In case of an emergency, the building principal at his/her sole discretion may waive the notification requirement.

All employees will make every effort to avoid using personal leave during the first two weeks of school, the last two weeks of school, the Thursday or Friday before school vacation, the Monday or Tuesday after school vacation, or on professional days. However, in cases where it becomes necessary for the employee to use this time due to emergencies or other special circumstances, the employee will submit the Personal Day Request Form to the Principal for his/her approval. The Principal will make every effort to respond to the request as quickly as possible and not be arbitrary or capricious in granting approval.

Any unused personal leave, at the end of the school year, will be automatically converted into accrued sick day(s).

Article XXI Sick Leave at Retirement

Upon the retirement, death, or departure from the Gardner School System of any employee covered by this Agreement, if such employee has an accumulated sick leave balance, the employee shall be granted pay for such accumulation at a rate of full day's pay for each day of accumulated sick leave, not to exceed fifty (50) days pay, plus an additional fifty percent (50%) of the daily rate for days over and above the first fifty (50) days pay not to exceed a total of one hundred twenty-five (125) days. A full day's pay and daily rate are defined as an individual's hourly rate of pay, without longevity, multiplied by the number of hours worked per day.

Any employee covered by this agreement will notify the Superintendent by December 31st of the year prior to the fiscal year when this money is to be paid.

Employees hired after June 30, 1993, are not eligible for this provision.

Article XXII Stay Well Buy Back

All members hired before July 1, 2023 will be allowed to sell back to the school department a maximum of three (3) days per year of unused sick time from the present school year, for

payment in July

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

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

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

Article XXIII Mileage

Mileage shall be paid to employees who use their car to perform their duties but shall not include transportation to and from school at the beginning or ending of a day.

If employees are required to travel between buildings during the school day, they shall be reimbursed at the IRS rate.

Article XXIV Substitute Responsibilities

If the member of the bargaining unit substitutes for a teacher, then that subbing member of the bargaining unit will receive his or her regular rate of pay plus twenty-five dollars (\$25.00) per half day.

If a Unit B member who is also a certified teacher is asked to substitute for a classroom teacher for more than 14 days, they will be paid a per diem rate equivalent to a teacher on Step 1/Lane 1 of the current collective bargaining agreement pay scale for Unit A.

When a paraprofessional substitutes for a classroom teacher who is absent, the paraprofessional shall follow the teacher's daily schedule including teacher preparation time.

If a paraprofessional/tutor substitutes for a Registered Behavioral Technician, the paraprofessional/tutor shall receive his/her regular rate of pay plus fifteen-dollars (\$15.00) per day.

No member of the bargaining unit shall be required to act as a substitute teacher. At the start of each school year, members of the bargaining unit shall inform their building principal if they are willing to serve as a substitute teacher and/or substitute Registered Behavioral Technician. Only after the list of volunteers has been exhausted, may a paraprofessional/tutor be required to substitute in an emergency. Having no substitute for the teacher is considered one form of emergency. Under no circumstances will a Unit B member be required to work outside of his/her regularly scheduled hours if assigned to substitute for a teacher.

Unit B members who cover for a Unit A member's meetings will maintain a log of coverage with teacher signature for verification. For every three meetings covered, Unit B members will be compensated for one half day of sub pay equaling twenty-five (\$25.00).

A meeting is defined as covering an academic period longer than 30 minutes. Meetings lasting more than 60 minutes will be counted as two meetings.

Article XXV Evaluation

All employees shall be evaluated at least once a year by an appropriate supervisor and/or building principal. The evaluator will complete the standard evaluation form (Appendix C) and provide a copy of the evaluation to the unit member no later than May 1. The employee will have the opportunity to review the evaluation with the supervisor and receive a copy of the evaluation. The employee shall sign the evaluation and the signature shall indicate only that the evaluation has been reviewed and received by the employee. Should the unit member disagree with the contents of the evaluation, he/she will be given the opportunity to submit, within ten (10) school days, a written response which the supervisor will initial and attach to the original report.

Article XXVI Discipline and Personnel File

The evaluation procedures do not preclude an administrator from using employee discipline to deal with a situation in which the administrator determines that an employee's actions are unacceptable. Progressive discipline will be followed (i.e. oral reprimand, written reprimand, suspension without pay, dismissal); unless the administrator determines that the seriousness of the employee's actions warrants discipline beyond an oral reprimand.

No member of the bargaining unit will be disciplined or discharged without good cause. It is expressly understood that this article will not apply to probationary employees. Those individuals who have been employed by the Gardner Public Schools for ninety (90) days or less will be considered probationary. An employee may be dismissed at any time during the probationary period.

Any complaint brought against an employee covered by this Agreement will be brought to the employee's attention within two (2) school days.

No material derogatory to an employee's conduct, service, character, or personality will be placed in the personnel file unless that employee has had the opportunity to review the material by affixing his/ her signature to the copy to be filed with the express understanding that such signature does not in any way indicate agreement to the contents thereof. The employee will also have the right to submit a written reply to such material to be reviewed by the Superintendent and attached to the file copy.

Employees will have the right to review the contents of their personnel files upon request.

Article XXVII Longevity

To reward employees for extended years of service the following longevity schedule has been established: Longevity will be paid in accordance with the schedule in Appendix B.

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

Article XXVIII Transfers, Reduction in Force, Non-Renewal

When a transfer is necessary, volunteers will be transferred first. An involuntary transfer will be made only after a meeting between the member involved, the Association and the Superintendent or designee, at which time member will be notified of the reasons for the transfer.

In the event it becomes necessary to reduce the number of employees included in this bargaining unit, the following procedures shall be used. An employee whose position is eliminated shall have the opportunity to replace an employee with the lowest seniority in a position of equal or greater hours.

Seniority means the employee's length of service in years, months, and days from their initial day of employment by the COMMITTEE.

Those individuals who have been employed by the Gardner Public Schools for 90 days or less will be considered probationary and may be dismissed at any time. For the remainder of the employee's first three full academic years of the employment with the district, the employer reserves the right to non-renew any member of this bargaining unit without cause for the upcoming school year. The employer must provide written notification of non-renewal by June 15.

Employees who have been laid off shall be entitled to recall rights for a period of two years from the effective date of their layoff. During the recall period, employees shall be notified by certified mail and given preference for positions as they develop in the inverse order of their respective layoff and all benefits to which the employee was entitled at the time of layoff shall be restored in full upon re employment.

In the event that employees to be laid off are identical in seniority all such employees shall be offered the opportunity to be voluntarily laid off. Otherwise, the layoffs will be the result of a lottery system with said lottery to be conducted by two representatives of the COMMITTEE and two representatives of the ASSOCIATION.

Article XXIX Medication

No one in this bargaining unit shall give out medications of any kind.

Article XXX GEA Sick Bank

All members of the Unit shall be eligible to participate in the GEA Sick Bank and shall be subject to all rules as established by the Sick Bank Committee of the GEA Executive Board.

Article XXXI Professional Development Committee

Two members of this bargaining unit will be appointed to the district Professional Development Committee.

Article XXXII Lunch

Bargaining unit members hired prior to July 1, 2010 who work at least six (6) hours per day will receive a thirty (30) minute paid lunch.

Article XXXIII Seniority List

The seniority list will be updated and provided to the GEA President electronically annually by October 15th. Upon receipt members will notify management of corrections they believe should be made. The annual seniority list shall not be altered after October 15th except to correct an error or to add new employees in the bargaining unit or to delete employees who have left the unit.

Article XXXIV Safe Workplace

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

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

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

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

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

Article XXXV Property Reimbursement Claims

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

Article XXXVI Training and Certification

At the discretion of the Superintendent, the district will provide, at no cost to the employee, the online component of the Registered Behavioral Technician (RBT) training program that meets the standards of the Behavioral Analyst Certification Board (BACB). This component will be completed outside the school day in accordance with training guidelines. Concurrent with the online training component, the RBT task list requirement will be completed under the direction

of the Registered Certificant in accordance with training guidelines. This training will occur within the normal work day of the employee.

The district will conduct the RBT Competency Assessment consistent with the BACB standards for a RBT. This assessment will occur within the regularly scheduled work day for employees. Upon completion, the employee will apply for the RBT Certification through the BACB website. The employee will be responsible for any application fees.

The employee will schedule the RBT exam and will be responsible for the fee associated with the exam. If the exam occurs on a normal workday, the employee shall utilize one of their allocated personal days to take the assessment. If the RBT does not pass the exam, he/she is required to retake the exam every three (3) months. The RBT must pass the exam by May 1 of the year following the training.

The district will provide, for all RBT certified employees, all license maintenance requirements annually. The RBT will work with the BCBA to schedule the RBT Competency Assessment for renewal no less than forty-five (45) days prior to the expiration date of the certification as an RBT. The employee will be responsible for any fees associated with the renewal of the RBT Certification through the BACB.

Should the district fail to maintain a designated Responsible Certificant and the employee cannot earn or renew his/her license as a result of the lack of a Certificant, the employee will not be removed from the RBT salary grid. The employee will be expected to resume progress towards certification/re certification once a Certificant has been designated.

Article XXXVII Duration

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

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

In witness whereof, the parties hereto have caused this Agreement to be signed in their name and behalf by duly authorized representative and members of the negotiation team of the Gardner School Committee and Gardner Education Association.

Gardner School Committee

Gardner Education Association, Unit B

Appendix A – Salary Scale

Paraprofessionals	Step	2024-2025	2025-2026	2026-2027
	1	\$18.73	\$19.10	\$19.48
	2	\$19.56	\$19.95	\$20.35
	3	\$20.39	\$20.80	\$21.21
	4	\$21.48	\$21.91	\$22.35
	5	\$22.31	\$22.75	\$23.21
	6	\$23.06	\$23.52	\$23.99
	7		\$24.27	\$24.75
	8			\$25.50
Registered Behavioral	1	\$25.52	\$26.03	\$26.55
Technicians/Tutors	2	\$26.39	\$26.92	\$27.45
	3	\$27.33	\$27.87	\$28.43
	4	\$28.79	\$29.37	\$29.96
	5	\$29.76	\$30.36	\$30.97
	6	\$30.26	\$30.87	\$31.49
	7		\$31.37	\$32.00
	8			\$32.50

In the event that a current employee is hired for a new classification with a higher rate of pay, the member will begin at Step 1 of that classification. If a member is transferred to a different classification of lower pay, the member will be paid the lower rate commensurate with his/her years of experience.

NOTE: Tutors who have not obtained Massachusetts Teacher Certification may not have their wages increased past Step 3.

Registered Behavioral Technicians who have not obtained the RBT Certification may not have their wages increased past Step 3.

Appendix B – Longevity Schedule

5 years	\$200.00	24 years	\$1,840.00
6 years	\$260.00	25 years	\$1,900.00
7 years	\$320.00	26 years	\$1,960.00
8 years	\$380.00	27 years	\$2,020.00
9 years	\$440.00	28 years	\$2,080.00
10 years	\$500.00	29 years	\$2,140.00
11 years	\$560.00	30 years	\$2,200.00
12 years	\$920.00	31 years	\$2,260.00
13 years	\$980.00	32 years	\$2,320.00
14 years	\$1,040.00	33 years	\$2,380.00
15 years	\$1,300.00	34 years	\$2,440.00
16 years	\$1,360.00	35 years	\$2,500.00
17 years	\$1,420.00	36 years	\$2,560.00
18 years	\$1,480.00	37 years	\$2,620.00
19 years	\$1,540.00	38 years	\$2,680.00
20 years	\$1,600.00	39 years	\$2,740.00
21 years	\$1,660.00	40 years	\$2,800.00
22 years	\$1,720.00		
23 years	\$1,780.00		

Note: Above payments will be made as follows: A lump sum payment will be made at the end of each school year. The determination date (date used to determine the correct number of years and amount to be paid) is the last day of the school year. Years of service refer to the number of years as a permanent employee covered by this bargaining unit agreement.

Appendix C – Evaluation Instrument

Employee Name

School

Job Title

Date

Evaluator

Rating Key: Check most appropriate performance level in the space provided
 E=Exceeds Standards M=Meets Standards NI=Needs Improvement U=Unsatisfactory
 NA=Not Applicable

	E	M	NI	U	NA
1. STUDENT CENTERED RESPONSIBILITIES					
a. Adapts to individual developmental stages of learning					
b. Accepts individual differences in students					
c. Supports and assists in the facilitation of student engagement					
d. Implements teaching procedures as designed and directed by the teacher					
e. Collects and records student data as requested					
f. Able to work with small instruction groups					
g. Competent in the reinforcement of skills					
h. Exhibits patience and support when dealing with disruptive behaviors					
i. Behaves in ways that ensures the health and safety of all students					
j. Follows students' plans					
Registered Behavior Technician Only					
k. Implements teaching procedures and IEP objectives as designed and directed by the teacher (i.e. task analysis, discreet trials, naturalistic/incidental teaching)					
l. Implements crisis emergency procedures as indicated by individual student plans and building protocol					
m. Collects and graphs behavior/academic data consistently and accurately as prescribed by the student's plan					
n. Assists teacher with assessment procedures when directed					
o. Adapts to students' prescribed communication methods as needed					

Comments:					
2. PROFESSIONALISM					
a. Accepts and implements feedback					
b. Communicates needs effectively and in a timely manner					
c. Is a collaborative team member, shares ideas, offers help when needed					
d. Maintains confidentiality and professional boundaries upholding ethical requirements and regulations					
e. Maintains a positive attitude					
f. Demonstrates clear understanding of role expectations					
Comments:					
3. COMMITMENT TO TOTAL PROGRAM					
a. Is punctual					
b. Attends regularly					
c. Is aware of and maintains the classroom routine					
d. Willingly accepts and carries out assignments					
e. Performs routine tasks efficiently					
f. Appropriately accesses support from staff and administration					
g. Works well with minimal supervision once instructions are given					
Tutors & Registered Behavior Technician Only					
h. Displays evidence of professional growth and development required for the position					

Comments:
Corrective Action: Areas needing corrective measures and suggested corrective action (To be accompanied by written improvement plan)

Overall Evaluation Rating (Circle One):

E=Exceeds Standards M= Meets Standards NI= Needs Improvement U=Unsatisfactory

Employee Signature

Date

Evaluator Signature

Date

The employee's signature indicates that he or she has received the evaluation. It does not denote agreement with its content. The employee may attach a rebuttal to this evaluation.

Receiving evaluations with overall ratings of Unsatisfactory and/or Needs Improvement in two consecutive school years meets the criteria for good cause.

Appendix D – Registered Behavioral Technician Job Description

POSITION: Registered Behavioral Technician (**RBT**)

QUALIFICATIONS:

1. Must be highly qualified with a minimum of 2 years of college or have passed the ParaPro test
2. **RBT Certified or experience working with students with disabilities preferred.**

REPORTS TO: BCBA/Administration

JOB SUMMARY: Responsible for implementing Applied Behavioral Analysis (ABA) based programs for students with special needs as directed by the Board Certified Behavioral Analyst/Program Special Education Teacher

PERFORMANCE RESPONSIBILITIES:

- Works primarily with students on IEPs with varying abilities including, but not limited to: Autism Spectrum Disorder, Multiple Disabilities, Behaviorally and/or Emotionally Disabled • Works directly with individual students requiring specialized instruction, and social/emotional and behavioral interventions
- Implements lead teacher/specialist developed lessons without direct supervision • Is able to manage challenging students that may engage in aggressions, profanity, spitting, or other forms of inappropriate or maladaptive behaviors
- Implements instructional and behavioral programs designed by the BCBA/lead teacher including, but not limited to:
 - Discreet trial training
 - Data collection and graphing
 - Documentation and feedback
 - Instruction and de-escalation techniques that may require physical interventions and follow through
- Maintains high level of ethical behavioral and confidentiality of information about students and their records
- Facilitates participation of assigned students in peer activities, general classroom activities, and maintains contact with teacher(s) to monitor student progress
- Prepares alternative materials as requested by the teacher/specialist/BCBA • Compiles reports of daily accomplishments and/or behaviors for regular meetings with educators, as well as with the BCBA to review students' progress. These reports may be sent home daily, under the direct supervision of classroom teacher and/or other special educators • Supporting students at job sites and/or a variety of community trips
- Assists with self-help skills including but not limited to feeding, toileting
- Performs all other duties and responsibilities as assigned by lead teacher and/or BCBA, Principal or Director of Pupil Personnel

TRAINING AND CERTIFICATION:

At the discretion of the Superintendent, the district will provide, at no cost to the employee, the online component of the Registered Behavioral Technician (RBT) training program that meets the standards of the Behavioral Analyst Certification Board (BACB). This component will be completed outside the school day in accordance with training guidelines.

Concurrent with the online training component, the RBT task list requirement will be completed under the direction of the registered Certificant in accordance with training guidelines. This training will occur within the normal work day of the employee.

The district will conduct the RBT Competency Assessment consistent with the BACB standards for a RBT. This assessment will occur within the regularly scheduled work day for employees. Upon completion, the employee will apply for the RBT Certification through the BACB website. The employee will be responsible for any application fees.

The employee will schedule the RBT exam and will be responsible for the fee associated with the exam. If the exam occurs on a normal workday, the employee shall utilize one of their allocated personal days to take the assessment. If the RBT does not pass the exam, he/she is required to retake the exam every three (3) months. The RBT must pass the exam by May 1 of the year following the training.

The district will provide, for all RBT certified employees, all license maintenance requirements annually. The RBT will work with the BCBA to schedule the RBT Competency Assessment for renewal no less than forty-five (45) days prior to the expiration date of the certification as an RBT. The employee will be responsible for any fees associated with the renewal of the RBT Certification through the BACB.

Should the district fail to maintain a designated Responsible Certificant and the employee cannot earn or renew his/her license as a result of the lack of a Certificant, the employee will not be removed from the RBT salary grid. The employee will be expected to resume progress towards certification/re-certification once a Certificant has been designated.

REQUIREMENTS:

- Must be able to meet all requirements of restraint training and physically able to perform restraints
- Must be able to pass and maintain RBT certification
- Able to lift 50 lbs.

Work Year: District employee to work a total of 200 days (185 days during the regular school year and 15 days during the summer)

Salary and Benefits: Per ESP Contract

Evaluation: Building Principal and Director of Pupil Personnel

Gardner Public Schools

Dr. Mark J. Pellegrino, *Superintendent*



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Superintendent Goals FY25

District Improvement

Goal 1: Fidelity to Common Planning Time (CPT) Expectations

By May 31, 2025, 70% of core academic Common Planning Time meetings in grades K-7 will follow the CPT Fidelity checklist. The Instructional Priority for the district was developed at DESE's Instructional Prioritization Institute: "K-7 teachers will implement High Quality Instructional Materials (HQIM) with fidelity and integrity to ensure Students with Disabilities (SWD) have access to grade-level instruction and collaborative, active engagement with their peers." Following the fidelity checklist will help teachers to create plans that support the district's Instructional Priority.

Goal 2: Fidelity to Tier 1 Core Instructional Practices

By May 31, 2025, 70% of core academic classroom instruction will meet the expectations described in the Tier 1 Instructional Fidelity Check in grades K-7. Classroom observations by administrators of core instruction will evaluate whether or not the instruction meets the expectations described in the district's instructional priority. Specifically, "K-7 teachers will implement High Quality Instructional Materials (HQIM) with fidelity and integrity to ensure Students with Disabilities (SWD) have access to grade-level instruction and collaborative, active engagement with their peers."

Student Learning

Goal 1: Reduce academic equity gaps for students who are Multilingual or have Special Needs

By May 31, 2025, equity gaps of SWD and ML learners meeting/exceeding learning expectations measured on math Star testing will be reduced by 10% compared with the aggregate group..

Goal 2: Students in Grades K-4 will be Reading on Grade Level

By May 31, 2025, at least 75% of students in grades K-4 will meet or exceed grade level reading standards as measured by DiBELS.

Gardner Superintendent Goals 2020-2021

Professional Practice

Participate in Lynch Leadership Academy District-level Supervisory Program

By May, 2025, the superintendent will have participated in three full days of PD and additional coaching from the Lynch Leadership Academy to inform coaching, supervision, and evaluation of principals.

Community • Appreciation • Responsibility • Excellence

The Gardner Public School District does not discriminate due to race, color, sex, gender identity, religion, national origin, sexual orientation, disability, age, homelessness or limited English proficiency.



**Gardner Public Schools
District Improvement Plan**

2024-2027

Mission

Gardner Public Schools will work side by side with our families to prepare students for their future success in college, career, and community endeavors. This will be done in a safe, caring, just, and equitable environment.

Core Values

Community Appreciation Responsibility Excellence

Vision

EVERY CHILD, IN EVERY CLASSROOM, EVERY DAY, WILL:

feel welcomed, safe, and included in our community;

- Adults will personally welcome each child as they enter the school and each classroom.
- The layout of the school and each classroom will be inviting and conducive to learning.
- Students will learn social/emotional skills through direct instruction, supports, and institutional practices.
- Schools will actively engage families in the education of their children and community.

have adults consistently interact in ways that foster positive, supportive relationships;

- School expectations, practices, and rules will be informed by the chronological and actual developmental levels of the children we serve.
- Adult responses to children’s behaviors will be empathetic and caring, considering their comprehensive knowledge of the child’s development and any possible trauma or stressors.
- The school will work proactively and collaboratively with families to support the whole child.
- Disciplinary practices are restorative rather than punitive.

and be engaged in relevant, academically rigorous instruction, informed by data.

- Each lesson will incorporate rigorous student tasks that engage all learners, provoke higher-order thinking, monitor each student’s progress, and provide feedback to students for improvement.
- The schools will monitor and adapt their instruction to ensure students learn the skills and knowledge to prepare them for their own future.

Theory of Action

IF we have a culture of dignity and inclusion for all;

AND we hold high expectations that are aligned with grade level district and state standards & objectives for the social/emotional, mental health, and academic outcomes for our students;

AND we collect, analyze, and respond to relevant data for all students individually and collectively, providing tiered supports based on that data;

AND we provide teachers with adequate time, training, support, leadership, and resources focused on equity;

AND we work in collaboration with families and community partners to engage in shared decision making for effective educational programming;

THEN All students will achieve academic success and career readiness; and will develop the social emotional wellness required to thrive as contributing members of their community and workplace.

2024-2025 District Priority

Grades K-7 will implement inclusive Tier 1 lessons using HQIM with fidelity and integrity to ensure Students with Disabilities have access to grade-level instruction and collaborative, active engagement with their peers.



**Gardner Public Schools
District Improvement Plan**

Strategic Objectives			
<p>1. High expectations aligned with grade level district and state standards & objectives for social/emotional/behavioral wellness, and successful academic outcomes for all students:</p>	<p>2. Provide teachers with adequate time, training, support, leadership, and resources focused on equity:</p>	<p>3. Collect, analyze, and respond to relevant academic and social/emotional/behavioral data for all students individually and collectively, providing tiered supports based on that data:</p>	<p>4. Collaborate with families and community partners to engage in shared decision-making for effective educational programming:</p>
Action Steps			
<p>1A) Create, implement, and assess clear, high level common expectations for student learning aligned with grade level district and state standards & objectives</p> <p>1B) Develop/revise rigorous, challenging learning activities and instructional strategies that support social emotional and academic growth and develop positive learning partnerships</p> <p>1C) Implement systemic inclusive practices and co-teaching practices</p> <p>1D) Develop Vision of Excellent Instruction and Monitor Cycle of Instructional Improvement</p>	<p>2A) Support for sustained effective Co-Teaching/ Inclusion practices</p> <p>2B) Support for all administrators, instructional/behavioral coaches in effective observation/evaluation practices</p> <p>2C) Support District and Building MTSS Teams through the development of systems, data and practices</p> <p>2D) Support for improved instruction and intervention in Early Literacy</p>	<p>3A) Identify data points to be collected, analyzed, and monitored to determine student achievement and progress</p> <p>3B) District and building data teams to monitor academic and non-academic data and plan/implement targeted tiered supports & interventions</p> <p>3C) Plan and implement tiered small group learning supports based on data analysis</p> <p>3D) Revise special education/intervention practices to reduce CDR and Restraints</p>	<p>4A) Expand our strategic partnerships through existing parent forums (PTO, SEPAC, School Council, District MTSS Team)</p> <p>4B) Expand our stakeholder membership on building level Tier 1 Teams through attendance and/or parent partners</p> <p>4C) Improve participation and scores on School Climate Survey across stakeholder groups</p> <p>4D) Improve staff and family participation at school wide events</p>



Gardner Public Schools District Improvement Plan

Outcomes – By 2027:

- 1) Academic MTSS Tiers 1, 2, 3 will be developed and Tiers 1 & 2 will be implemented
 - a. Establish a District MTSS Academic Team with a regular meeting schedule, purpose, self assessment, agreement on district data sources/points, a progress monitoring schedule and written action plan.
 - b. Identify and develop fidelity measures for building level Tiers 1 & 2 teaming, instructional practices, data and systems with 70% fidelity across all buildings
 - c. Establish a fidelity measure and monitoring schedule for Grades K-7 implementation of inclusive Tiers 1 & 2 lessons using HQIM with fidelity and integrity to ensure Students with Disabilities have access to grade-level instruction and collaborative, active engagement with their peers with 70% fidelity across all buildings
 - d. SWD for MCAS growth targets will be met
 - e. 10% increase of SWD meeting or exceeding MCAS

- 2) MTSS SEL Tier 1
 - a. 80% of building classrooms will meet classroom support system high leverage practices goal of 80% engaged and on task.

- 3) Close equity gaps, specifically:
 - f. Gap between SWD and all students for MCAS will be reduced by 5% each year or 15% by 2027
 - g. Chronic absenteeism rate for SWDs and MLL will be no higher than annual state accountability targets for all schools/district
 - h. Drop-out rate for each subgroup will be no higher than the aggregate
 - i. Building level office referrals (major) will decrease by 5% each year or 15% by 2027
 - j. Reduce suspensions, restraints, and time-out usage for SWD by 25% by 2027

- 4) Improve School Climate and Partnerships
 - k. Increased participation on Climate Survey by 25% by the end of 2027
 - l. Increased total and sub scores on Climate Survey at or above comparison age national averages
 - m. Parent and Staff attendance average will increase by 25% at school wide events from 2024-25 SY baseline attendance as compared to 2026-2027 SY average attendance.



Gardner Public Schools District Improvement Plan

Dashboard monitoring status: Conceive; Initiate; Implement; and, Sustain

Conceive - the need is established and the idea is in formation

Initiate - moving from conceptualization to logistic development and launching

Implement - execute, resource allocation, monitoring, and cycle of improvement

Sustain- institutionalized into who we are; ongoing iterative cycle of improvement.

Implementation Timeline					
Activity/Outcome	Person(s) Responsible	Measurement Tool(s)	Date to be Completed	Status	
Establish clear expectations for tier 1 academic systems/structures/ practices	District and Building Tiered Teams	Expectations/ Implementation Manuals/Tools	Fall 2024		
Establish and implement a structured Common Planning Time (CPT) to plan high level student tasks and evidence-based instructional practices for all learners	MTSS District and Building Admin Teams	Fidelity Check Protocols and Checklist Tools	Fall 2024		
Establish and implement a structured system for observing/monitoring CPT meetings and classroom instruction	MTSS District and Building Admin Teams	Fidelity Check Data of CPTs and Tier 1 HQIM Instruction	Fall 2024		
Establish and implement a structured system for feedback and follow-up of CPT meetings and classroom instruction	MTSS District and Building Admin Teams	Ed Eval Observation/ Feedback Tools	Fall 2024		
Support use of data dashboard of district-level/grade level student academic/SEL achievement/growth and social/emotional/behavioral wellness for improved analysis and decision-making Create & implement a structure for analyzing data to create targeted, specific instructional strategies for struggling learners	District Academic/SEL Teams	Open Architects Dashboard with SEL and Academic student Outcome Data	Fall 2024		
Create communication strategies to encourage parent participation on Climate Survey	District MTSS/FE		Fall 2024		
Create and use metric for parent attendance at school wide events	District MTSS /FE	Attendance metric TB developed	Fall 2024		
Fully implement MTSS Tier 1 academic systems/practices/supports	MTSS Academic District and Building Teams	Learning Walk/ Observation Data/ Fidelity Check Data (Rigor Rubric)	June 2025		



**Gardner Public Schools
District Improvement Plan**

Implementation Timeline					
	Activity/Outcome	Person(s) Responsible	Measurement Tool(s)	Date to be Completed	Status
	Facilitate building leadership teams (BLTs) to provide support and training for effective facilitation of CPTs; and to identify/plan PD for building staff with a focus on SWDs and MLs	District and Building Leadership	Fidelity Check Data, PD Survey Data	June 2025	
	Assess academic/SEL achievement and growth by grade level and by subgroups at least 3 times per year for adjustment of supports/practices	Building MTSS Teams	STAR, DIBELs, SWIS, BESS, District Data SEL Tool/Open Architects Dashboard	June 2025	
	Establish and implement a structured system for data-informed PD to improve facilitation of CPT meetings and implementation of evidence-based classroom instructional practices focused on SWDs and MLs	MTSS District and Building Admin/BLT/ Tiered Teams	Fidelity Check Data of CPTs and Tier 1 HQIM Instruction/Learning Walk Data	June 2025	
	Measure fidelity of current practices, increase alternatives, and training to reduce suspension rates	Building Admin Teams/District Team	Bi-Annual District Data Review of SDR	June 2025	
	Progress Monitor fidelity and accountability measures of CSS practice to ensure system in place	District MTSS SEL/Building MTSS SEL	Existing spreadsheet	June 2025	
	District wide CPT practices incorporate high leverage accommodations for SWD and MLs using tools	Special Education Administrators/ Principals/ML Admin	Learning Walk Data/Fidelity tool	June 2025	
	Establish clear expectations for Tier 2 academic assessment & data and instructional systems/structures/ practices	MTSS District and Building Tier 2 Teams	Expectations/ Implementation Manuals/Tools	June 2026	



**Gardner Public Schools
District Improvement Plan**

Implementation Timeline					
	Activity/Outcome	Person(s) Responsible	Measurement Tool(s)	Date to be Completed	Status
	Develop and initiate MTSS Tier 2 academic assessment & data/instructional systems/practices/supports <ul style="list-style-type: none"> Develop a robust structure that connects specific skill deficits with targeted & specific skill supports/interventions 	MTSS District and Building Tier 2 Teams	Student Outcome Data, Learning Walk/Observation Data/Fidelity Check Data (Rigor Rubric)	June 2026	
	Assess academic/SEL achievement and growth by grade level and by subgroups at least 5 times per year for adjustment of supports/practices	Building MTSS Teams	STAR, DIBELS, SWIS, BESS, District Data SEL Tool/Open Architects Dashboard	June 2026	
	Establish clear expectations for tier 3 academic assessment & data/instructional systems/structures/practices	MTSS District and Building Tier 2 Teams	Expectations/Implementation Manuals/Tools	June 2027	



Gardner Public Schools

Catherine A. Goguen, Ed.D., *Chief Academic Officer*

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August 29, 2024

Title I Update

Last year's Title I allocation (2023-2024) to Gardner Public Schools was \$890,255.00. These funds provided classroom tutors at Waterford Street School, Elm Street School and Gardner Middle School for instructional support in English and Mathematics. The grant also provided funds for literacy and mathematics supplemental curriculum/instruction/assessment materials, as well as instructional and social emotional coaching, professional development, and a Title I summer program to support learners entering grades 1-4 in ELA and Mathematics.

This year's Title I funding allocation (2024-2025) to Gardner Public Schools is \$880,715.00, which is a decrease in funding of \$9,540.00 or 1%. The decrease reflects 2022 census data that revealed an 11.4% decrease in school age children falling below the level of poverty in Gardner from the 2021 census data. This funding amount allows the District to maintain current Title I funded programs during the 2024-2025 school year.

Curriculum, Instruction, Assessment Update

This summer was very busy with staff members preparing for the 2024-2025 school year in various capacities:

- Training for Supporting Students with Autism in the Classroom
- Special Education & Sub-Separate Program Strategic Planning
- Sheltered English Immersion (SEI) Training for Classroom Teachers (District-wide)
- ESL PD planning and curriculum development
- Multi-Tiered System of Supports (MTSS) SEL and Academic Team Strategic Planning (District-wide)
- Mentor Curriculum Planning (District-wide)
- Positive Behavior Interventions & Supports (PBIS) Planning (Elementary/Middle School)
- Building Leadership Team Strategic Planning (District-wide)
 - Including Curriculum/Assessment Review and Revision (District-wide)

In addition to the many professional development activities for staff members, administrators met for two full days in June and two full days in August for Administrative Council Retreats to prepare for the successful reopening of school and for the implementation of Academic and SEL MTSS protocols. Most professional development time during the 2024-2025 school year will focus on implementation of the Department of Elementary and Secondary Education (DESE) Massachusetts Tiered System of Supports (MTSS) blueprint of academic, behavioral, and social emotional tiered supports and interventions, and on the implementation of the newly updated IEP procedures/practices.

The District is currently in the process of monitoring progress toward meeting the goals of the District and School Improvement Plans in alignment with the District Vision/Mission and core values, and the newly developed MTSS models. I will present the updated District Improvement Plan for 2024-2027 at the September School Committee Meeting.



Gardner Public Schools

E Courtney Dunn, *Grants & Communications Manager*

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Grants & Communications Update to School Committee – September 9, 2024

Grants

Provided below is the currently available information regarding the status of all FY25 grants, including entitlement/allocation grants, competitive grants, and applications that are currently in progress.

FY25 Entitlement/Targeted Grants (as of 9/3/2024)

Grant Title	Amount	Grant Period	Use of Funds
FY25 Title I	\$888,715	Upon Approval-9/30/2026	Providing students with equitable access to high-quality education through early literacy programming, professional development for staff, and family engagement.
FY25 Title II	\$99,490	Upon Approval-9/30/2026	Improving the quality and effectiveness of staff for all students and increasing student achievement through mentorship and class-size reduction.
FY25 Title III	\$35,530	Upon Approval-9/30/2026	Ensuring that English learners have the same access as all students to a high-quality education through professional development, family engagement and early literacy initiatives.
FY25 Title IV	\$64,554	Upon Approval-9/30/2026	Improving student achievement, school conditions and use of technology through software licensing, professional development for staff, and family engagement.
FY25 FC262 Early Childhood Special Education Grant	\$39,704	Upon Approval-9/30/2026	Provides students with disabilities with free and appropriate education including special education and related services.
FY25 FC240 Individuals with Disabilities Act Grant	\$906,050	Upon Approval-9/30/2026	Ensures that students with disabilities receive education and services that protect their rights and prepare them for the future.
Total	\$2,034,043		

FY24 Awarded Grants (as of 9/3/2024)

Grant Title	Amount	Grant Period	Use of Funds
FY25 Comprehensive School Health Services Grant	\$125,000	7/1/2024-6/30/2025	Support of student health services in school.
FY25 Targeted Assistance Grant	\$50,000	7/1/2024-6/30/2025	Providing technical assistance to Gardner Middle School for improved student outcomes.
FY25 Behavioral Health Workforce Grant	\$78,705	7/1/2024-6/30/2025	Training and resources for mental and behavioral health staff.
Total	\$253,705		

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The grants office is in the process of finalizing all spending in all FY24 entitlement grants, processing applicable closeout documentation as needed. ESSER III is slated to be obligated by September 30, 2024, as required, with expected funding to be finalized and drawn down by December 31, 2024. IVAQ funding has been fully expended on the HVAC project at Gardner High School, and the grant will be closed in the coming weeks. The district is in the process of closing all non-multi-year FY24 grants.

The district anticipates applying for continued Early College Support Program Grant funding in September 2024.

Other

Seventy-four percent of GPS staff members have completed the Annual Mandatory Training modules as of 9/4/2024 with ongoing monitoring to ensure the remaining staff complete the training, as required.

Gardner Public Schools

Joyce West, Director of Pupil Personnel Services



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130 Elm Street, Gardner MA 01440

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September 3, 2024

Report to the School Committee Special Education Updates

SPECIAL EDUCATION DEPARTMENT:

The Department is ready to start the year implementing the new IEP form. All special education administrators are well trained and have developed all supporting forms. The process will be different for parents; especially how the IEP is written. Teachers will need continued training and coaching on writing the IEP and facilitating meetings. It is anticipated that until everyone is fluent with the new IEP form, meetings may take longer.

In addition, we will be using a new database to create and store our IEP forms. The Department purchased the PowerSchool program for all IEPs and 504 Plans. The IT Department had difficulty rolling over documents and dates from the old database (esped) into PowerSchool. The original rollover date was identified in June however, the roll over was not finalized until 2 weeks before teachers returned leaving special education administrators scrambling to identify and fix any problems.

There are still open positions remaining in the District. Special Education Teachers are needed at the middle school along with long term substitutes. We are fortunate to have filled the Speech/Language and School Psychologist openings. There are still vacancies for counselors at the middle and elementary schools.

The Special Education Parent Advisory Council (SEPAC) Co-chairs are meeting with the Pupil Personnel Director and Assistant next week to prioritize needs and create a calendar of events to share with families and the community.

Last week a welcome back letter was sent out to all parents/guardians of students with disabilities. Attached is a copy of the letter.

Gardner Public Schools

Joyce West, Director of Pupil Personnel Services



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Dear Parents/Guardians,

Welcome back to a new school year! We are excited to have your children back with us and look forward to another year of growth, learning, and achievement.

We are thrilled to announce that we have welcomed new administrators and staff to our special education team this year. Our new staff bring a wealth of experience and enthusiasm, and we are confident that they will positively contribute to the success and well-being of all our students.

Ms. Tasha Gamble is the District's newly hired Assistant Director of Pupil Services. Ms. Gamble and I will work closely together to oversee the special education department for the District.

As a reminder, your child's special education liaison is the contact person for any IEP related questions. They will reach out to you at the beginning of the year and provide contact information. In addition, each building has special education administrators that can also be of assistance if needed.

Special Education Administrators

Virginia Jepson: Elementary School Early Childhood Director

Susan Ecklund: Elementary School grades 1-2

Kristen Foss-Mendes: Elementary School grades 3-4

Yumei Yao: Middle School grades 5-7

Arvid Tenney: High School and Gardner Academy grades 8-12 through age 22.

Gardner School District will be implementing the state's newly issued IEP form this school year. We understand unique challenges a new form can present for teachers and parents/guardians alike. We are committed to providing support to our parents as we all navigate the changes to IEP meetings and documents. Our dedicated special education teachers have been working diligently to ensure that we are prepared to meet the academic and emotional needs of all students. Please understand this is a learning curve for all of us and anticipate potentially longer IEP meetings. As we become more familiar with the IEP form meetings will flow more easily.

The new IEP form focuses on student voice prioritizing students as the driver of their educational needs. In addition, parents/guardians should expect to receive a questionnaire prior to your child's IEP meeting in order to prepare and streamline the IEP conversations and vision planning. Teachers will support all students, regardless of their age, in creating a vision for themselves prior to the IEP meeting.

To streamline the IEP process, we will be implementing the use of a *new platform* for electronic

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documents that *allow for digital signatures, comments from parents/guardians, and the full download of your child's IEP*. This is a positive change from previous years and the electronic record keeping will be a convenient feature. However, we also understand that some parents/guardians may prefer to receive physical copies, and we want to assure you that the option to receive IEP documents through the mail is still available.

I will be sending out a consent form and a copy of the Parents Notice of Procedural Safeguards within the next few days. This consent form will assist in letting us know ahead of time parents/guardians that would like the convenience of electronic documents and signature use.

In addition to the changes in the IEP form, we want to share some updates from the district and the Special Education Parent Advisory Council (SEPAC). The district has an active SEPAC and officers are currently planning activities for the upcoming school year. Furthermore, we encourage parents to participate in SEPAC meetings and actively engage with the council to provide feedback and insights that will directly contribute to the improvement of our special education programs. More information can be found on our website gardnerk12.org or you can reach out directly to officers:

Katie Donovan: katie.donovan.gardnersepac@gmail.com

Laurie Davis: laurie.m.davis@msn.com

Throughout the year, we will be communicating with you regularly to keep you informed about district activities, events, and opportunities for parent involvement. We encourage open dialogue and collaboration as we work together to support the success of your children.

Please feel free to reach out to us at any time with questions or concerns. We value your partnership and look forward to a successful and rewarding school year for your children.

Sincerely,



Joyce West
Director of Pupil Services

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