

**GRANBY PUBLIC SCHOOLS**

# **AGREEMENT**

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**BETWEEN THE GRANBY SCHOOL COMMITTEE  
AND  
THE GRANBY EDUCATORS' ASSOCIATION UNIT A**

**Granby Public Schools**

**September 1, 2013 to August 31, 2016**

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**ARTICLE I**  
**RECOGNITION**

- A. The Granby School Committee, hereinafter referred to as "the Committee," recognizes the Granby Educators' Association/Massachusetts Teachers' Association/National Education Association, for the purposes of collective bargaining as the exclusive representative of a unit which consists of professional employees of the Granby Public Schools including:

Teachers, Grant Funded Teachers, Librarians,  
Guidance Counselors, Psychologists, Occupational Therapists,  
Speech & Language Pathologists, Physical Therapists, and Nurses

but, which excludes temporary substitutes as defined in M.G.L. c 71, section 38G, contract service providers, and all other employees of the Granby Public Schools.

- B. Unless otherwise indicated, the employees in the above unit will be hereinafter referred to as the "teachers."
- C. Membership in the Association is not a condition of initial or continuing employment in the Granby Public Schools. There shall be no discrimination, interference, restraint, or coercion by the Committee, the Association or their representative agents against any teacher because of membership or non-membership in the Association.

**ARTICLE II**  
**NEGOTIATION PROCEDURE**

- A. The Committee and the Association agree to enter into negotiations over a successor agreement in accordance with the procedure set forth herein in a good-faith effort to reach agreement concerning teachers' wages, hours, and other conditions of employment. Negotiations for a successor agreement may be initiated by either party beginning on or after the first Monday in October 2015.
- B. Any agreement so negotiated will apply to all teachers and will be reduced in writing and signed by the Committee and the Association. The contract resulting from these negotiations will be final and binding upon both parties for the period of that contract.
- C. The agreement shall go into effect September 1, 2013 and remain in force until August 31, 2016.
- D. The Committee agrees not to negotiate during the term of this Agreement with any teachers' organizations other than that designated as the exclusive bargaining agent pursuant to M.G.L. c150E.
- E. If the negotiations described in this Article have reached an impasse, the procedure described in the General Laws of the Commonwealth will be followed.
- F. The Committee agrees to make available to the Association such school department records as are filed with and are a part of the official minutes of the Committee or are otherwise public records. Either party, may if it so desires, utilize the services of outside consultants upon prior notification to the other party.

## **ARTICLE III**

### **SECTION I** **GRIEVANCE PROCEDURE**

The purpose of this Article is to provide an orderly method for the settlement of a dispute between the parties over the interpretation, application, or claimed violation of any of the provisions of this Agreement. Such dispute shall be defined as a grievance under this Agreement and must be presented within ten (10) working days after the alleged violation arises or the employee had knowledge of and be processed in accordance with the following steps, time limits and conditions herein set forth. A working day will be defined as a week-day exclusive of Saturdays, Sundays, holidays and regular school year vacations. The summer vacation period will not be excluded from the above working day exclusions. The parties agree to follow each of the foregoing steps in the processing of a grievance. If at any step, the Committee's representative fails to give a written answer within the time therein set forth, the Association may appeal the grievance to the next step at the expiration of such time limit.

**LEVEL ONE:** The employee shall first take up the grievance with the immediate supervisor, and the Association Representative shall be given an opportunity to be present at a time to be fixed by mutual agreement of the parties.

If the grievance is not settled it shall, within three (3) working days, thereafter, be set forth in writing, signed by the employee or the Association Representative and given to the immediate supervisor, who shall, within three (3) working days after receipt thereof, give a written answer to the grievance, to the Association and the Grievant.

**LEVEL TWO:** If the grievance is not settled in Level One, the Association may appeal it by giving a written notice of such appeal, within five (5) working days after receipt of the immediate supervisor's written answer, to the Superintendent, or his/her designee, who shall discuss it with the Association Representative at a mutually agreed upon time.

The Superintendent, or the designee, shall give a written answer to the grievance within five (5) working days after the close of the discussion.

**LEVEL THREE:** If the grievance is not settled in Level Two, the Association may appeal it by giving a written notice to the Committee within ten (10) working days after receipt of the answer at Level Two. The Committee shall meet with the Association Representative at a mutually agreed upon time. The Committee shall give their written answer to the grievance within ten (10) working days after the close of the discussion.

**LEVEL FOUR:** **BINDING ARBITRATION CLAUSE**

If the grievance is not settled in the foregoing steps then either party may, upon written demand given to the other party, within ten (10) working days (after the Employer's answer in the last step or the Association's answer in the Employer's claim of violation of the no-strike pledge), submit said grievance to arbitration, as follows:

1. Arbitration shall be invoked by filing a Demand for Arbitration with the American Arbitration Association, a copy of which shall be simultaneously provided to the Superintendent. The arbitrator shall be selected in accordance with the procedures of the American Arbitration Association.
2. The arbitration proceedings will be conducted under the rules of the American Arbitration Association. The Arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement. The award shall be final and binding on the Committee, the Association and the Grievant. Each party shall bear the expenses of its representatives and witnesses, and the fees and expenses of the Arbitrator shall be borne equally by the parties.
3. If the Committee claims the Association has violated the provisions of Article V, it may present such claim to the Association in writing and if the parties fail to settle it within ten (10) working days, the Committee may submit the dispute to arbitration under the provision of this Article.

**SECTION II**  
**GENERAL PROVISIONS**

1. The Committee acknowledges the right of the Association to participate in the processing of a grievance at any level.
2. If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance directly to Level Two.
3. Provided the parties agree, Level One may be bypassed and the grievance brought directly to Level Two.
4. No reprisals of any kind will be taken by either party because of their participation in this Grievance Procedure.
5. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
6. The resolution of all disputes settled informally will be consistent with the terms of this Agreement.
7. The settlement of a grievance in any case shall not be made retroactive for a period exceeding forty-five (45) working days prior to the date the grievance was first presented in writing. Grievances, alleging a violation of Article IX-D (2), will not be subject to the provisions of this paragraph.

**ARTICLE IV**  
**MANAGEMENT RIGHTS**

The employer retains all the rights to the management of the school system and the direction of the working force, including the right to plan, direct and control operations; determine the curriculum, prescribe textbooks and other teaching aids, methods and materials used, establish schedules and assign teaching duties; to establish standards and to maintain the efficiency of the employees; to establish and require employees to observe the employer's rules and regulations; to communicate with teachers, individually or in groups or for whatever purpose he/she may deem desirable in the proper discharge of his/her responsibilities; to hire, lay-off or relieve employees from duties; and to maintain order and to suspend, demote, discipline and discharge employees for just cause, are the recognized, reserved rights of the employer.

The foregoing enumeration of employer rights shall not be deemed to exclude other rights of the employer not specifically set forth; the employer, therefore, retaining all rights not otherwise specifically restricted by this Agreement.

The exercise by the employer of any of the foregoing rights shall not alter any of the provisions of this Agreement; nor shall they be used to discriminate against any member of the Association or bargaining unit. As to every matter not covered by this Agreement, and except as expressed directly or indirectly modified by language in a provision of this Agreement, the employer retains exclusively to itself all rights and powers that it has or may hereafter be granted by a law and shall exercise same without such exercise being made the subject of the grievance or arbitration provisions of this Agreement, unless such rights have been specifically modified or limited in this Agreement.

**ARTICLE V**  
**OBSERVANCE OF DUTIES**

During the term of this Agreement, and any extension thereof, the parties hereto agree that there shall be no strikes of any kind whatsoever; work stoppages, slowdowns; withholding of services; or interference or interruption with the operations of the School Department by any members of this bargaining unit.

Nor, shall there be any strike or interruption of work during the term of this Agreement, by any members of this bargaining unit because of any disputes or disagreements between any other persons (or other Employers or Associations) who are not signatory parties to this Agreement.

A member or members, of this bargaining unit, who violates this provision shall be subject to disciplinary action, including discharge; but the question of whether a member or members, of this bargaining unit has violated this provision will be subject to the grievance procedure and any claims by either party against the other of a violation of this Article, shall be subject to the grievance procedure.

Should there be any strike or interruption of work, the Association, through its officials, shall notify the persons involved that the strike, stoppage, sit-down, or slowdown of work is a violation of the Agreement and is not authorized or condoned by the Granby Educators' Association and that the member or members of this bargaining unit shall return immediately to their respective jobs and cease any action which might adversely affect the Employer's operations. The Association agrees that it will exert its best efforts to end such activity although it is understood that there may be circumstances over which the Association has no control. In such circumstances, the Association will immediately notify the Employer, in writing, that such is the case.

**ARTICLE VI**  
**PROFESSIONAL CONFERENCES**

- A. The Committee agrees to pay reasonable expenses incurred by teachers who attend workshops, seminars, conferences or other professional improvement sessions at the request of or with the advance approval of the Principal and Superintendent. When completing the conference/workshop request form, the teacher will include how he/she intends to utilize and share the information learned at the conference.
- B. If a professional improvement session is required and occurs on a non-school day, the teacher will be granted one (1) personal day, not deducted from sick, to be used within that contract year for each conference day.
- C. Professional visitation days with pay for the purpose of visiting other schools or attending meetings that have a direct bearing upon improving the teacher's effectiveness in the classroom may be granted at the discretion of the principal. This will not be deducted from regular sick leave.

## **ARTICLE VII EVALUATIONS**

- A. The Association and the Committee agree that the evaluation of professional personnel is essential to the improvement of professional performance, and to the fulfillment of the responsibility of both parties to provide educational services of a high quality for all of the children in the schools.
- B. The Association and the Committee agree that evaluation procedures shall be primarily concerned with helping teachers to improve their professional performance.
- C.
  - 1. Teachers without professional teacher status shall be evaluated annually for the first three years of employment.
  - 2. Teachers with professional teacher status shall be evaluated once every two years, unless an Individual Improvement Plan is implemented. (see Section D paragraph 7 and 8)
- D.
  - 1. Evaluation for both teachers with and without Professional Teacher's Status will be for the stated purposes contained within the M.G.L. c.71, Section 38 and 603 CMR 35.00:
    - a. To provide information for the continuous improvement of performance through an exchange of information between the person being evaluated and the evaluator and;
    - b. To provide a record of facts and assessments for personnel decisions. 35.01(2)(b)
    - c. 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);
    - d. 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
    - e. To assure effective teaching and administrative leadership, 35.01(3).

**PLEASE SEE GEA BINDER APPENDIX A FOR A COMPLETE DESCRIPTION OF THE AGREED UPON EVALUATION LANGUAGE AND PROCESS.**

**ARTICLE VIII**  
**DISCIPLINE OF TEACHERS**

- A. The Association recognizes the authority and responsibility of the Superintendent to dismiss or suspend teachers in accordance with applicable provisions of M.G.L., c.71.
- B. No professional status teacher shall be dismissed or suspended except for just cause. Any appeal of a determination to dismiss or suspend a professional status teacher shall be processed under M.G.L., C.71, S. 42 or S. 42D, or directly to grievance arbitration under this agreement within ten days after the final determination of the Superintendent of Schools.
- C. Teachers who have not attained professional teacher's status shall be afforded whatever rights are provided to them under the pertinent provisions of M.G.L., c.71.
- D. Teachers will have the right, upon request and with reasonable notice, to review the contents of their personnel files. A teacher will be entitled to be accompanied by a representative of the Association during such review, and to receive a copy of anything in the file. The teacher will pay a reasonable charge and allow reasonable time for such copies.
- E. No material derogatory to a teacher's conduct, service, character or personality will be placed in the teacher's personnel file unless the teacher has had an opportunity to review the material. The teacher will acknowledge that this opportunity was afforded by signing the copy to be filed. It is expressly understood that such signature does not necessarily indicate agreement with the contents thereof. The teacher may also respond in writing to this material within ten (10) work days of receipt. The teacher's response will be reviewed by the Superintendent and then placed in the file.
- F. If a complaint is made to administration about a teacher, then the teacher will be informed about the complaint and the identity of the person who made the complaint as soon as possible.
- G. When the administration becomes aware that a student is making discriminatory comments about a teacher, the teacher will be notified as soon as possible about the incident and will be advised of what disciplinary action might be taken with regard to the student.

**ARTICLE IX**  
**VACANCIES, NEW POSITIONS, AND TRANSFERS**

- A. A teacher will be notified in writing of a change in subject and/or grade assignment for the coming school year, including the school to which he/she will be assigned and any special or unusual classes that he/she will have, as soon as practicable and, under normal circumstances, not later than June 1. In the event of a change in circumstances or conditions during the summer months, such assignment may be changed as required to meet the situation and in the best interest of the pupils. Those teachers affected will be notified of the change by August 1, whenever possible.
- B. In arranging a schedule for a teacher who is assigned to more than one school, an effort will be made to limit the amount of interschool travel. Such a teacher will be notified of any change in the schedule as soon as practicable. A teacher who is assigned to more than one school in any one school day will receive travel compensation in accordance with existing Town practice. An accounting of mileage is to be submitted twice a year, at the end of school sessions in January and in June.
- C. The following principles shall be applied to the reassignment or transfer of a teacher:
1. A volunteer shall be given preference to the extent compatible with individual qualifications, instructional requirements, staff availability, length of service, and other factors (including but not limited to the recommendations of the building principals involved) affecting the best interests of the Granby Public Schools and the pupils.
  2. When an involuntary transfer is necessary, a teacher's licensure, major and/or minor field of study, quality of teaching performance, and length of service in the Granby Public Schools will be considered, together with instructional requirements and other factors affecting the best interests of the school system and the pupils in determining which teacher is to be transferred.
  3. It is recognized that the final decision of whether such a transfer will be made must rest with the Superintendent of Schools.
- D. Whenever there occurs a full-time, part-time, summer, other professional, or any compensated extra-curricular vacancy, which the Superintendent intends to fill, the Superintendent will notify the Association in writing (posting). During the summer months when school is not in session, notification will be sent to the President of the Association or to such other person as designated by the President of the Association. The qualifications for the position, its duties, and the rate of compensation will be clearly set forth. The publication of any subsequent change in qualifications will be preceded by written notice to the Association citing the basis of such a change.
1. All qualified teachers will be given adequate opportunity to apply for such positions. The Principals and Superintendent agree 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 other relevant factors. In filling such vacancies, full consideration will be given to qualified teachers already employed in the Granby Public Schools.

2. If a new compensated part-time position, involving administrative or extra-curricular functions is established, or if substantial changes are made in the duties of any such existing compensated position, the Committee and the Association will negotiate the appropriate salary, at the time of such change.
  3. Notice of such vacancies will be published for no less than six (6) weekdays within the school system and emailed to all Association members who provide email addresses. The Association will provide the Superintendent with an updated email address list annually.
- E. The parties agree that where a teacher writes a grant application with the prior approval of the Superintendent and the grant is subsequently approved and accepted by the Committee, the teacher will be awarded any newly created or additional position under the grant without the necessity of posting the position. Should the grant fund more than one position or should the grant writer refuse a position, then the normal procedures will apply for the refused position or the additional position.
- F. A teacher who desires a change in grade and/or subject assignment or who desires a transfer to another building shall file a written statement of such desire with the Superintendent. Such a statement shall include the grade and/or subject to which the teacher desires to be assigned, the school to which the teacher desires to be assigned or transferred, and the reason for the request. All such requests must be renewed annually.

## **ARTICLE X**

### **JOB SHARING**

1. While there is a preference for full-time staff, the Building Principals and Superintendent are open to receiving proposals from personnel who are interested in sharing a job.
2. Such proposals should be submitted in writing to the Principal or Principals, if more than one school is involved, no later than March 15<sup>th</sup> of the school year preceding the school year in which it would, if approved, be implemented. The proposal will then be forwarded to the Superintendent together with a recommendation relative to its implementation.
3. The proposal should identify the personnel involved and the job to be shared; detail the proposed schedule and distribution of duties; and delineate responsibilities included within the scope of the position.
4. The Principal and Superintendent will, among whatever other factors they deem appropriate, consider the following matters in assessing the job sharing proposal:
  - (a.) the nature and duties of job involved;
  - (b.) the nature of the instructional program;
  - (c.) the needs of the students;
  - (d.) the wishes of the personnel involved;
  - (e.) the impact sharing the job might have on other personnel; and
  - (f.) the impact upon supervision and administration.
5. All proposals for job sharing will be treated as a request to move from full-time to part-time status for the school year to which they apply and the Superintendent will be under no obligation to return the teacher(s) to full-time status unless a full-time position becomes available. All job-sharing assignments are for one school year subject to annual review.
6. In the event a JOB SHARE requires a new teacher be hired, that person will be deemed a leave replacement for the teacher who vacates a portion of his/her full time position.
7. If a job sharing assignment is not working out, as determined solely by the Principal and Superintendent, the teachers involved will be notified in writing and will have twenty-one (21) calendar days from the receipt of the notice to remedy the situation to the satisfaction of the Superintendent. If after this twenty-one day period the Superintendent determines the matter has not been resolved satisfactorily, the job sharing assignment will be terminated.
8. If a JOB SHARING assignment is terminated by the Principal and Superintendent, the teacher who was previously full time will be returned to that status. The teacher employed as a leave replacement will be placed on unpaid leave of absence for the remainder of the year. In the event that both teachers involved previously held full time

positions they will be reassigned to full time status if a position is available. If no position for which the teacher(s) is qualified is available, the teacher(s) will be placed on unpaid leave of absence for the remainder of the school year.

9. If a JOB SHARING proposal is not approved, or the assignment is terminated, the decision of the Superintendent will be final and not subject to Article III of the Agreement between the Granby School Committee and the Granby Educators Association.

## **ARTICLE XI**

### **LENGTH OF THE SCHOOL YEAR**

The Association and the Committee agree that, for the duration of this Agreement, required attendance by teachers shall be limited to: three (3) mandatory professional days to be used for curriculum planning, in-service training, pertinent workshops and/or any other educational activity promoting a teacher's value to the student and/or system. Any additional days for which a teacher is compensated in a special manner or for which a teacher has volunteered (non-working day trip) will not be construed as being part of the scheduled professional days.

- A. The first day will be one day before the opening of classes for general meetings of the professional staff. The staff will be dismissed at 11:30.
- B. The second and third professional development days will be planned in accordance with Article XXV p. C.
- C. One hundred eighty (180) teacher-pupil contact days are mandated by the Department of Education of the Commonwealth of Massachusetts.
- D. Five (5) additional days will be scheduled for storms or emergency use. However, these will be canceled at the end of the school year if not used. Notification of the cancellation of non-used snow-emergency days will be made by the Committee no later than May 15th.
- E. Teacher resignation should be preceded by a written notice of thirty (30) days. Waiver of this notice may be granted by the Superintendent.
- F. Teachers entering or leaving the system during the year will be paid an amount which the actual number of days worked or to be worked bears to the total number of scheduled work days in the year multiplied by the teacher's annual salary. Teachers who work less than a full day will be paid on a prorated basis for the time actually worked.
- G. New teachers to the Granby Schools may be required to report for two (2) additional days prior to the opening of school for general orientation meetings with administrative personnel.
- H. Teacher workshops scheduled during the summer recess period which fall between the closing and the opening of the respective school years as set forth in the Committee's official school calendar will be optional for teachers.

**ARTICLE XII**  
**EXTENDED LEAVES OF ABSENCE WITHOUT PAY**

- A. Maternity, paternity, adoption and child rearing leave will be granted subject to the following conditions:
1. All leaves will be in accordance to Federal, State and Granby FMLA Policy.(See GEA Binder Appendix C)  
A leave notice should be processed through the office of the Superintendent at least eight (8) weeks before anticipated date of departure. Tentative date of intention to return should also be indicated at this time.
  2. A teacher who becomes pregnant may continue to teach until the teacher requests relief from teaching duties or the Superintendent determines that the teacher's condition interferes with her carrying out her teaching duties based upon the recommendation of the teacher's attending physician.
  3. Maternity Leave will be granted for up to twelve (12) weeks or up to eight (8) weeks per childbirth or adoption whichever provides the greatest benefit to the teacher.
  4. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefore are, for all job-related purposes, temporary disabilities and should be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment. Upon submission of a physician's letter stating a period of temporary disability, the teacher will be able to draw on her accumulated sick leave.
  5. A teacher can receive unpaid parental leave as requested for a period up to fourteen (14) months, after the date of birth or adoption of a child, unless the teacher wishes to extend unpaid leave until the beginning of the school year in the first fall following the expiration of (14) month period. But, in such event, the teacher shall give the Superintendent written notice of his/her intent to so extend the leave at least eight (8) weeks prior to the expiration date of leave.
  6. At the expiration of the leave, the teacher is expected to return to duty, request leave under other provisions of this contract, or submit a letter of resignation. The absence of any of the above actions will result in termination of employment.
  7. The leave may be terminated prior to its expiration upon eight (8) weeks prior notification by the teacher to the Superintendent and written approval of the attending physician at the sole discretion of the Superintendent. When feasible, a reasonable adjustment of time may be made in order to coincide with a normal break in the school year, e.g. vacations or semester break.
- B. The Superintendent may grant a leave of absence without pay or increment of up to one (1) year to a teacher for the purpose of caring for a sick member of the teacher's immediate family. Additional leave may be granted at the discretion of the Superintendent.

C. The Superintendent may grant a teacher with professional status a leave of absence, without pay or increment, for up to one (1) year for health reasons. Requests for such health leave will be supported by appropriate medical evidence. Additional leave may be granted at the discretion of the Superintendent.

D. Special Rules

1. The following rules apply to any employee who takes leave under paragraphs A – C and who is employed principally in an instructional capacity.

a. If leave without pay begins more than five weeks before the end of an academic term, the Superintendent may require the employee to continue taking leave until the end of that academic term, if--

(1) the leave is of at least three weeks duration, and

(2) the return to work would occur during the three-week period before the end of the academic term.

b. If leave because of the birth of a son or daughter; leave because of the placement of a son or daughter for adoption or foster care; leave taken to care for a spouse, parent, or child with a serious health condition; or leave taken to care for a covered service member without pay begins within five weeks before the end of a term the Superintendent may require the employee to continue taking leave until the end of term.

(1) the leave is of at least two weeks duration, and

(2) the return to work would occur during the two-week period before the end of the academic term.

c. If leave because of the birth of a son or daughter; leave because of the placement of a son or daughter for adoption or foster care; leave taken to care for a spouse, parent, or child with a serious health condition; or leave taken to care for a covered service member without pay begins within three weeks before the end of an academic term the principal may require the employees to continue taking leave until the end of that term, if the leave is for more than five working days.

d. The extended leave is counted against the teacher's FMLA allotment. If the teacher's FMLA allotment expires during the extension, the additional time is nevertheless deemed FMLA leave.

E. All requests for leaves, or for extensions or renewals of leaves, will be applied for in writing and must have the Superintendent's approval. All requests will be answered by the Superintendent in writing. Teachers on leave shall notify the Superintendent in writing by March 1, indicating their intention to return for the succeeding school year. Failure to comply with this March 1 notification will be considered a voluntary resignation of employment.

- F. All benefits to which a teacher was entitled at the time of his/her leave of absence including unused accumulated sick leave will be restored to him/her upon his/her return. He/she will be assigned to the same position which he/she held at the time said leave commenced, if available, or, if not available, he/she will be assigned a professional position as similar as possible to the position he/she held when the leave commenced.
- G. Other leaves of absence without pay may be granted by the Superintendent.
- H. Paternity and adoption leave will be granted in accordance with federal law.
- I. Should one-half (1/2) or more of the teaching year be completed, the teacher will be treated for salary schedule advancement as if service has not been interrupted.
- J. The Superintendent may grant a leave of absence without pay of up to two (2) years to a teacher who joins the Peace Corps or serves as an exchange teacher and is a full-time participant in either of such programs. Any teacher who desires to take such leave shall apply to the Superintendent prior to April 1 and be notified of the Superintendent's decision within thirty (30) days of receipt of the application. Upon return from such leave, a teacher will be considered as if he/she had been actively employed by the Superintendent during the leave and will be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent.

Satisfactory contract completion of service in the Peace Corps or as an exchange teacher will satisfy the increment requirements as described in ARTICLE XXI of the Agreement.

- K. The Superintendent will grant military leave to a teacher who is inducted or enlists in any branch of the Armed Forces of the United States. Upon return from such leave, a teacher will be placed on the salary schedule at the level which he/she could have achieved had he/she remained actively employed in the system during the period of his/her absence.
- L. The Superintendent may grant a leave of absence of not more than three (3) years without pay or increment to any teacher to campaign for or serve in a full-time public office.

**ARTICLE XIII**  
**PERSONAL LEAVE**

- A. Two (2) days personal leave not to be deducted from sick leave and one (1) personal day deducted from sick leave may be granted annually for personal business or religious observance that cannot be conducted outside the normal working day. Personal leave shall be granted upon submission of the Teacher Personal Day Request Form and approval of the Principal and Superintendent, where the personal business is beyond the control of the individual and cannot readily be scheduled after school hours. Unless circumstances otherwise dictate, personal leave may not be taken on the day before or after a holiday.
- B. One (1) day personal leave to be deducted from sick leave, may be granted annually by submission of the Teacher Personal Day Request Form to the principal and Superintendent. Except in cases of emergency the teacher must make this request no less than twenty-four (24) hours before taking such leave. Reasons need not be given for this request but it is understood that the request is made only for personal business that cannot be conducted outside the normal working day.
- C. Other personal leave time may be granted at the discretion of the Superintendent upon written request by the teacher. Reasons for such request must be given. Such days may or may not be deducted from sick leave, at the discretion of the Superintendent. (See GEA Binder Appendix D)
- D. Teachers may request in writing leave time without pay. Such requests will be made to the principal. Reasons must be given for such requests and may not be requested on days immediately prior to or following a holiday or scheduled school vacation. If such requests exceed two days per year, they must be made to the Superintendent.
- E. A teacher shall be entitled to three school days leave without loss of pay (not deducted from sick leave) in order to arrange for and/or attend wakes, funerals and other memorial services of the immediate family. The immediate family shall include: mother, father, step-parent, spouse, child (adopted, step, foster), mother-in-law, father-in-law, brother, sister, grandchildren, grandparents, significant other or family member residing in the household of the teacher. Up to two additional days may be granted by the Superintendent where necessary for travel to distant locations for such service. A teacher shall be entitled to one day of leave for attendance at the funeral or memorial service of an aunt or uncle.

**ARTICLE XIV**  
**SABBATICAL LEAVES**

In the interest of rewarding professional performance and encouraging independent research, achievement, and professional growth, the Superintendent shall adhere to the following policies in respect to granting sabbatical leaves as recommended by the Superintendent.

- A. Normally no more than one (1) teacher of the professional staff shall be absent on sabbatical leave at any one time; said leave to run concurrently with the normal school year.
- B. Only those persons who have completed six (6) years on the professional staff in the Granby Public Schools shall be eligible for sabbatical leave.
- C. Any member who desires to apply for sabbatical leave shall make such application on an application form devised by the Superintendent and shall submit such application to the Superintendent by November 30, if the leave is to commence the following September.
- D. In passing on an application for sabbatical year, the Superintendent will apply the following criteria: years of service of applicant, type of research or study planned, educational value of proposed research or study to the Granby Public schools, relationship to professional growth of applicant, urgency of proposed research or study, and distribution of candidates by school levels (i.e., elementary, junior high and senior high).
- E. Each applicant will be notified not later than January 3, of the Superintendent's decision.
- F. Any member accepting sabbatical leave shall enter into a written agreement with the Granby Public Schools in accordance with M.G.L. c71, s41A.
- G. When the sabbatical leave has been completed, the sabbatical scholar shall, if requested, submit a report of his/her research or study in such form as has been determined by the Superintendent.
- H. Each member granted a sabbatical leave shall have the right to return to a position substantially equivalent to his/her former position. The employee will be entitled to any position that he/she would have been entitled to had he/she not taken the leave.
- I. A sabbatical scholar on a one (1) year leave, shall receive one-half (1/2) salary including the current increment.

**ARTICLE XV**  
**EMERGENCY AND/OR SICK LEAVE**

- A. The full amount of leave shall be available for use from the starting date of the contract. A non professional status teacher will be granted twelve (12) days annual sick leave at full pay. A professional status teacher will be granted annual sick leave of fifteen (15) days at full pay. Sick leave may be used for personal illness or disability, personal medical appointments, quarantine for communicable disease, or for personal leave days as provided for in ARTICLE XIII. Up to ten (10) of these days per year may be used for illness in the immediate family, that is, spouse, parent, or child. These days may also be used for a family member living within the employee's household. The Superintendent may grant additional requests for sick leave for personal illness or disability or to attend to a critically ill family member at the sole discretion of the Superintendent. The Superintendent's decision will not be subject to Article III of this agreement. Abuse of this sick leave provision will subject the employee to disciplinary action.
  
- B. Unused leave will accumulate from year to year with no limit on the maximum accumulation.
  
- C. At the beginning of each school year, each teacher shall receive a statement of the number of accumulated sick leave days as of the close of the previous school year.
  
- D. In the case of teachers leaving the system during the school year, any sick leave advanced beyond one and one-quarter ( $1\frac{1}{4}$ ) days for non professional and one and one-half ( $1\frac{1}{2}$ ) days for professional status teacher per month for the current year will be deducted before final payment.
  
- E. After three (3) days of continuous illness, the Superintendent may require from a teacher calling in sick for personal or family illness or who is unable to perform his/her teaching duties, a statement from a doctor certifying proof of illness before salary payment will be made for the days absent.

**ARTICLE XVI**  
**SICK LEAVE BANK**

- A. Sick Leave Bank Committee. There shall be established a joint six-member Sick Leave Bank Committee to administer the provisions of this section. The committee shall be composed of three teachers appointed by the President of the Association and three persons appointed by the Committee and/or Superintendent, at least one being a member of the Committee. The Sick Leave Bank Committee shall act by majority vote of those members present and voting.
- B. Contributions to the Bank.
1. Initial and Annual Contributions. Each employee covered by this contract may become a member of the Sick Leave Bank by donating two sick leave days to the bank within forty-five (45) days of the effective date of this contract or within forty-five (45) days of his Employment by the Committee, whichever is later. Thereafter, each year one (1) day will be added to the bank by each member of the bank, but the number of days in the bank cannot exceed four times the number of teachers within the unit. Any member of the Sick Leave Bank may withdraw from the bank for a subsequent school year by giving written notice to the Sick Leave Bank Committee and the Committee by September 15 of the school year during which he/she no longer desires membership.
  2. Supplementary Contributions. If at the end of any school year the number of sick leave days in the bank are depleted to one-half or less of the maximum number of days, one (1) additional day for the bank may be assessed each member.  
  
If the sick leave days in the bank exceed three-fourths of the maximum number of days at the end of a school year, the members of the bank will not be required to make the annual one-day donation at the start of the following school year.
  3. Late Joining. If a teacher who once decided not to join the Sick Leave Bank decides to join in a subsequent school year, his/her initial donation to the bank must equal the total number of days that he/she would have donated to the bank through the years had he/she joined initially.
  4. Continuation of Membership. No member of the Sick Leave Bank will be denied continuation of membership in the bank if a long-term illness has caused individual sick leave benefits to be exhausted, thus preventing donations to the bank required by Section B 1 of this Article.
- C. Granting of Benefits. A member of the Sick Leave Bank who exhausts his/her individual sick leave benefits may apply for benefits from the Sick Leave Bank. Such benefits are intended for long-term and catastrophic illnesses. In assessing any application the Sick Leave Bank Committee shall consider the following criteria:
- (1) demonstrated need of the applicant;
  - (2) prior sick leave usage;
  - (3) relative needs of other applicants; and
  - (4) supply of days in the bank.

The Committee's decision on all applications and other matters within its jurisdiction shall be final and therefore not subject to the grievance procedure. Any teacher whose application is rejected in whole or in part shall, upon request, be granted a meeting with the Sick Leave Bank Committee.

Each member of the Sick Leave Bank may receive up to twenty-five (25) days of sick leave from the bank per school year on approval of the Sick Leave Bank Committee. Additional days of sick leave from the bank may be granted by a majority vote of the membership of the Sick Leave Bank. If it is not feasible to receive this approval or vote prior to a member absence, the Committee may withhold the salary of the teacher for the days in question until such time as a decision has been made. If the Sick Leave Bank Committee approves, the days shall be deducted from the bank's total and the teacher shall be paid his salary in full for the days in question.

D. Miscellaneous

1. By November 1 of each school year, the Sick Leave Bank Committee will inform the Superintendent's Office in writing of the number of sick leave days donated by each member to the bank and the number of days accrued by the bank itself according to its records. The Superintendent's Office will advise in writing the Sick Leave Bank Committee the number of sick days accumulated by each member.
2. No payment from the Sick Leave Bank shall be made except on a regular warrant approved by the Committee.
3. As a condition of participating in the Sick Leave Bank, each member shall sign a statement as follows:  
  
I, \_\_\_\_\_, hereby agree, as a condition of my eligibility to participate in the Granby Teachers Sick Leave Bank, that I will hold harmless both the Granby Educators' Association/M.T.A. and the Granby School Committee from any and all liability arising out of or in connection with any act or omission which the Joint Sick Leave Bank Committee may make in regards to my application for benefits or any other aspect of my participation in said program.

**ARTICLE XVII**  
**NON-TEACHING DUTIES**

A teacher will not be required to drive pupils to school connected activities which take place away from the school building. A teacher may do so voluntarily, however, with the advance approval of his/her principal or immediate supervisor.

**ARTICLE XVIII**  
**TEACHING HOURS AND TEACHING LOAD**

A. Each elementary school teacher, including specialist, shall be given, in addition to a duty-free lunch period of at least twenty (20) minutes, one (1) period per day for in-school preparation of thirty (30) consecutive minutes to forty (40) consecutive minutes. These periods will be when music, art, library, computer and physical education special subject teachers are assuming classroom responsibilities.

Every effort will be made to ensure that the weekly amount of prep time, as defined in minutes, shall be equitable, as we reasonably can, between the two elementary buildings and among teachers in a building.

B. Teachers will have a duty-free lunch period of at least the length of a student lunch period.

C. Each secondary teacher shall be given, in addition to his/her duty-free lunch period, a 3 x 3 assignment, or equivalent, with a guaranteed prep period equal to the length of a long block class. In some cases, the prep period may be divided between two periods totaling the length of the long block.

D. 1. Elementary teachers shall not be assigned to perform lunch duty.

2. Recess duty shall not be assigned to any elementary teacher except as provided by paragraph (b) below.

(a) A short term substitute will perform recess duty for the grade level to which s/he is assigned.

(b) In the event that no one is available for recess duty, elementary teachers may be assigned by the Principal and grade level Team Leader to perform recess duty, provided that the teacher so assigned shall receive eight dollars (\$8.00) for each recess duty assigned.

E. No teacher shall be asked to substitute for another except in case of an emergency. An emergency is understood to be not more than one (1) day in duration. After one such substitution in a year, a teacher who volunteers to cover a class period, will be compensated at a rate of \$16.00 per period or \$30.00 per long block.

F. No teacher will be required to cover the class of a coach or club advisor when he/she is required to leave for an activity that begins before the end of the regular school day.

- G. Whenever possible, the Committee agrees to place all anticipated events scheduled outside the regular school hours and requiring teacher attendance on the official school calendar by September.
- H. No less than once each semester, the Committee will provide for half-day sessions in order that the staff may participate in curriculum planning and development, in-service training, and professional development.

The half-day sessions shall generally be three hours in length and are to be scheduled by the principal. The parties agree that such sessions may be scheduled to conclude up to 4:00 P.M. and that at least one week's notice shall be given of the scheduled time. By specific agreement between the Superintendent and the President of the Association, such sessions may be scheduled to conclude after 4:00 P.M.

- I. Teachers at West Street will report for duty fifteen (15) minutes prior to the start of the day and remain fifteen (15) minutes after each daily session. Teachers at East Meadow will report for duty twenty (20) minutes prior to the start of the day and remain ten (10) minutes after each daily session. Teachers at Granby Jr./Sr. High School will report for duty fifteen (15) minutes prior to the start of the day and remain ten (10) minutes after each daily session. It is further agreed that teachers with bus duty will arrive as early and remain as long as necessary to fulfill their obligations. Teachers with commitments shall remain to fulfill their obligations. Commitments for the purpose of this paragraph shall mean parent teacher conferences, student-teacher conferences, including extra help, departmental meetings, general faculty meetings, curriculum development, in-service programs and the like. These meetings shall be reasonable in number and length. With the exception of emergency situation(s), at least one week's notice shall be given for the scheduled time for staff meetings. Before - school, recess, and after-school assignments will be distributed as equitably as possible.

The beginning and ending of a school day will remain as it is in each school for the life of this contract. However, these times may be changed by the Committee to meet the needs of the school but any increase in the length of the school day will be negotiated with the Association.

- J. Teachers will attend up to two evening meetings which may be parent's night, open house or parent teacher conference each school year. The date and night of each session will be determined jointly by the administration and faculty of each school building.
- K. The teacher workday will be extended one hour, for eighteen (18) days per year, for the purpose of doing curriculum and/or staff development work.

#### Parameters for the Additional Hour

- 1. The additional one hour required for teaching staff will be used for the following purposes:
  - a. Curriculum development
  - b. Professional development
  - c. Reflection on practice
  - d. Evaluation of MCAS testing results

2. The additional hour will be scheduled by the principals in collaboration with team leaders. Hours may be combined to give expanded time for special work.
  3. Schedules will be determined by the principals in collaboration with the team leaders in June for September – January and in December for February – June. This will allow teachers to adjust their schedules to ensure their availability.
  4. Professional Development Points will be earned by each teacher as defined by Department of Education regulations.
- L. Team Leader job description - **see Appendix B Teachers' Room GEA Binder**
- M. Teachers who perform additional work not covered by this Agreement shall be paid at a minimum rate of thirty (\$30.00) dollars per hour. Additional work shall include tutoring curriculum development, Enrichment, and other work determined by administration and posted under the posting requirement in Article IX. Coverage of office assigned detentions shall be paid at a minimum rate of twenty-five (\$25.00) dollars per hour. Additional work is at the discretion of the teacher.

## **ARTICLE XIX**

### **INSURANCE, ANNUITY PLAN AND TEACHER LIABILITY COVERAGE**

- A. The Town of Granby agrees to pay 64% of the cost of a family plan or two-person plan and 74% of the cost of an individual on current plans or a comparable plan. The Committee approves the deduction of the teacher's share for a participating member.
- B. The Town of Granby agrees to pay one-half (1/2) the cost of a \$2,000.00 life insurance policy (which includes an additional \$2,000.00 accidental death and dismemberment benefit). The Committee approves the deduction of the teacher's share for a participating member.
- C. Upon a teacher's retirement, his/her life insurance may be continued in the amount of \$1,000 fully paid by the retiree.
- D. A teacher may participate in a tax-sheltered annuity plan established pursuant to the United States Public Law 87-370 and M.G.L. c71, s 37B.

**ARTICLE XX**  
**PAYROLL DEDUCTIONS/DUES AGENCY SERVICE FEE**

- A. The Committee agrees to deduct from the salaries of its employees dues for the Granby Educators' Association, Massachusetts Teachers' Association, and the National Education Association as said teachers individually and voluntarily authorize the Committee to deduct and to transmit the monies promptly to such Association. Teacher authorizations will be in writing on a form agreed upon by the Association and the Superintendent.
- B. All teachers will be required to have direct deposit of their wages in a bank chosen by the teacher.
- C. The Committee agrees to deduct from the salaries of its employees, payroll savings deductions to be transferred to the employee's account. This amount is to be designated by the employee and authorization for such deduction is to be made in writing to the Superintendent. Any changes in such amounts are to be made in writing and implemented within thirty (30) days of application. All forms developed for such purposes are to be mutually agreed upon by the Association and the Committee.
- D. It is specifically understood and agreed that the Town of Granby, the Committee, and its Officers and Agents shall be saved harmless for such deductions under this Article. The term "harmless" is defined as "any monies once transmitted by the Town of Granby, the Committee, and its Officers and Agents to the Granby Educators' Association/Massachusetts Teachers Association/ National Education Association, the Town of Granby and the Committee and its Officers and Agents, are no longer responsible for same, provided such transmittal by the Town Treasurer occurs within thirty (30) days."
- E. The Committee agrees to require, during the term of this Agreement, as a condition of continued employment, that every employee covered by this Agreement, except those employees who are certified to the Committee by the Association as being members of the Association, as of the thirtieth (30th) day of such employment or the thirtieth (30th) day after the effective date of this Agreement provision whichever is later, pay to the Association an agency service fee or authorize in accordance with M.G.L. c. 150E, s 12, the payroll deduction in equal installments of an agency service fee which shall be commensurate with the cost of collective bargaining and contract administration as determined by the Association but in no instance greater than the annual dues of the Association and which amount shall be certified annually to the Committee by the Association. The Committee further agrees to certify to the municipal treasurer, the amount of such agency service fee, the employee authorization of the deduction of same in accordance with M.G.L. c.180, s 17G. It is specifically understood and agreed that the Town of Granby, the Committee and its Officers and Agents shall be saved harmless for such deductions under those circumstances as provided by M.G.L. c.180, s 17G. For the purpose of this clause, the term "harmless" is defined as: "any monies once transmitted by the Town of Granby, the Committee, and its Officers and Agents, to the Granby Education Association; the Town of Granby, the Committee, and its Officers and Agents are no longer responsible for same."

**ARTICLE XXI**  
**SALARY SCHEDULE**

A. The Committee and the Association agree that the following provisions shall govern placement on the salary schedule:

1. All degrees recognized for salary credit on this schedule shall be obtained from an accredited institution.
2. All personnel shall be placed on the proper step of the salary schedule as determined by the Superintendent. Salary increments, when granted, shall become effective annually on the first of day of the teacher work year.
3. A teacher entering the school system shall be placed on the salary schedule according to his/her training and experience, but in no case exceeding the maximum and in no case higher than teachers within the system with the same training and experience. In employing new teachers, the recentness and suitability of experience will be evaluated by the Superintendent.

B. A teacher on a Bachelor's Schedule who plans on completing a Master's program at an accredited institution must give written notification to the Superintendent twelve (12) months prior to the expected date of completion. A teacher who has furnished evidence of a completed Master's program will be placed on the next step at the beginning of the next school year. If such evidence is submitted prior to February 1, additional payments will be made at the same step for the second half of the school year, starting with the fourteenth (14) paycheck.

A teacher on a Master's Schedule who plans on completing thirty (30) hours beyond a Master's degree from accredited institution(s) must give written notification to the Superintendent twelve (12) months prior to the date of completion. A teacher who has furnished evidence of having completed thirty (30) hours beyond a Master's will be placed on the next step at the beginning of the next school year. If such evidence is submitted prior to February 1, additional payments will be made at the same step for the second half of the school year, starting with the fourteenth (14) paycheck.

A teacher on a Masters + 30 schedule who plans on completing fifteen (15) hours beyond the Masters + 30 from accredited institution(s) must give written notification to the Superintendent twelve (12) months prior to the date of completion. A teacher who has furnished evidence of having completed fifteen (15) hours beyond the Masters + 30, will be placed on the next step in the Masters + 45 schedule at the beginning of the next school year. If such evidence is submitted prior to February 1, payment will be made at the current step on the Maters + 45 schedule for the second half of the school year starting with the fourteenth (14) paycheck.

Only credits accumulated after July 1, 2008 may be used to move from Masters + 30 to Masters + 45.

C. A teacher who was hired after September 1, 2004 will not advance beyond the Bachelor Step 8 prior to receiving his/her Masters.

- D. Nurses will be paid according to the teacher salary schedule.
- E. Teachers remaining in the Granby Public Schools shall have option of receiving summer paychecks in one single sum at start of the summer vacation period. Teachers who wish to have their summer pay checks in this manner must notify the Superintendent no later than April 1 of that year.
- G. Salary and benefits will be prorated on time worked for those teachers who work less than full time. Teachers who work ninety-one (91) days or more shall receive a step movement in the following year.

**H. Salary Schedule**

<b>YEAR</b>	<b>STEP COLA</b>	<b>TOP COLA</b>
FY2014	.05%	1.25%*
FY2015	1.0%	1.75%*
FY2016	1.0%	1.75%*

*\*Note: The Salary Schedule, contained in Article XXI, Section G, shall be increased by .5% in FY14, 1.0% in FY15 1.0% in FY16. Furthermore, the ultimate step in each column shall be increased by an additional .75% in FY14, .75% in FY15, .75% in FY16. For purposes of calculation, both percentages shall be added together then applied to the salary schedule, i.e the last step will be increased by 1.25 in FY14, 1.75% in FY15, and 1.75% in FY16.*

<b>FY2014</b>	<b>BA</b>	<b>MA</b>	<b>MA+30</b>	<b>MA+45</b>
<b>1</b>	38,229.02	40,788.82	43,018.15	46,341.00
<b>2</b>	39,758.18	42,420.37	44,738.87	48,194.65
<b>3</b>	41,348.51	44,117.19	46,528.43	50,122.44
<b>4</b>	43,002.44	45,881.88	48,389.56	52,127.33
<b>5</b>	44,722.55	47,717.16	50,325.15	54,212.43
<b>6</b>	46,511.45	49,625.84	52,338.16	56,380.92
<b>7</b>	48,371.90	51,610.87	54,431.68	58,636.15
<b>8</b>	50,306.78	53,675.31	56,608.94	60,981.61
<b>9</b>	52,319.05	55,822.32	58,873.30	63,420.87
<b>10</b>	56,504.57	60,288.11	61,228.24	65,957.70
<b>11</b>	59,894.85	62,699.62	65,514.22	68,596.01
<b>12</b>	61,092.74	65,207.61	68,134.79	71,339.85
<b>13</b>	62,787.34	67,016.35	70,024.72	73,318.69

<b>FY2015</b>	<b>BA</b>	<b>MA</b>	<b>MA+30</b>	<b>MA+45</b>
1	38,611.31	41,196.71	43,448.33	46,804.41
2	40,155.76	42,844.58	45,186.26	48,676.60
3	41,761.99	44,558.36	46,993.71	50,623.66
4	43,432.47	46,340.70	48,873.46	52,648.61
5	45,169.77	48,194.33	50,828.40	54,754.55
6	46,976.56	50,122.09	52,861.54	56,944.73
7	48,855.62	52,126.98	54,976.00	59,222.52
8	50,809.85	54,212.06	57,175.03	61,591.42
9	52,842.24	56,380.55	59,462.04	64,055.08
10	57,069.62	60,890.99	61,840.52	66,617.28
11	60,493.80	63,326.62	66,169.36	69,281.97
12	61,703.67	65,859.69	68,816.14	72,053.25
13	63,886.12	68,189.14	71,250.16	74,601.77

<b>FY2016</b>	<b>BA</b>	<b>MA</b>	<b>MA+30</b>	<b>MA+45</b>
1	38,997.42	41,608.68	43,882.81	47,272.46
2	40,557.32	43,273.02	45,638.13	49,163.36
3	42,179.61	45,003.95	47,463.65	51,129.90
4	43,866.79	46,804.11	49,362.20	53,175.09
5	45,621.47	48,676.27	51,336.69	55,302.10
6	47,446.33	50,623.32	53,390.16	57,514.18
7	49,344.18	52,648.25	55,525.76	59,814.74
8	51,317.95	54,754.18	57,746.78	62,207.34
9	53,370.66	56,944.35	60,056.66	64,695.63
10	57,640.32	61,499.90	62,458.93	67,283.45
11	61,098.74	63,959.89	66,831.05	69,974.79
12	62,320.71	66,518.29	69,504.30	72,773.78
13	65,004.13	69,382.45	72,497.03	75,907.30

## I. Longevity

Longevity pay is based on continuous years of service. Service is not broken during approved leave of absence or during the period of recall under the Reduction in Force clause. Service is broken by resignation, termination, or after the recall period in the Reduction in Force clause.

1. A teacher who has taught in Granby for fifteen (15) years will receive a stipend effective in September of the sixteenth (16<sup>th</sup>) year of employment.
2. A teacher who has taught in Granby for twenty (20) years will receive a stipend effective in September of the twenty-first (21<sup>st</sup>) year of employment.
3. A teacher who has taught in Granby for twenty-five (25) years will receive a stipend effective in September of the twenty-sixth (26<sup>th</sup>) year of employment.

<b>All Longevity Stipends effective September 1st of the School Year</b>			
<b>Beginning the 16th year of employment</b>	<b>850.00</b>	<b>850.00</b>	<b>850.00</b>
<b>Beginning the 21st year of employment</b>	<b>1100.00</b>	<b>1100.00</b>	<b>1100.00</b>
<b>Beginning the 26th year of employment</b>	<b>1900.00</b>	<b>1900.00</b>	<b>1900.00</b>

**J. STIPENDS – Granby Public Schools Stipend Schedule**

<b>Extra Curricular Activities</b>	<b>13-14</b>	<b>14-15</b>	<b>15-16</b>
NEASC Co-Chairs - Self Study Year	1,713.03	1,721.60	1,730.21
NEASC Co-Chairs - Year of Visitation	571.01	573.87	576.74
Team Leader – Kindergarten	1,226.53	1,232.66	1,238.83
Team Leader - Grade 1	1,226.53	1,232.66	1,238.83
Team Leader - Grade 2	1,226.53	1,232.66	1,238.83
Team Leader - Grade 3	1,226.53	1,232.66	1,238.83
Team Leader - Grade 4	1,226.53	1,232.66	1,238.83
Team Leader - Grade 5	1,226.53	1,232.66	1,238.83
Team Leader - Grade 6	1,226.53	1,232.66	1,238.83
Team Leader - Grade 7	1,226.53	1,232.66	1,238.83
Team Leader - Grade 8	1,226.53	1,232.66	1,238.83
Team Leader – English	1,226.53	1,232.66	1,238.83
Team Leader – Mathematics	1,226.53	1,232.66	1,238.83
Team Leader – History	1,226.53	1,232.66	1,238.83
Team Leader – Sciences	1,226.53	1,232.66	1,238.83
Team Leader – Wellness	1,226.53	1,232.66	1,238.83
Team Leader – Technology	1,226.53	1,232.66	1,238.83
Team Leader - Foreign Language	1,226.53	1,232.66	1,238.83
Team Leader - Special Education	1,226.53	1,232.66	1,238.83
7th Grade Advisor	600.71	603.71	606.73
8th Grade Advisor	600.71	603.71	606.73
Freshman Class Advisor	600.71	603.71	606.73
Sophomore Class Advisor	600.71	603.71	606.73
Junior Class Advisor	857.66	861.95	866.25
Senior Class Advisor	1,714.17	1,722.74	1,731.35
Yearbook Advisor – Supplement	1,028.95	1,034.09	1,039.26
Band Director	1,456.07	1,463.35	1,470.67
School Newspaper Advisor	1,714.17	1,722.74	1,731.35
School Activities Finance Manager	1,370.42	1,377.27	1,384.16
Club Advisors	600.71	603.71	606.73
Musical Director - Vocal - Jr. Sr. High School	1,456.07	1,463.35	1,470.67
Musical Director - Vocal – Elementary	1,456.07	1,463.35	1,470.67
National Honors Society Advisor	600.71	603.71	606.73
Academic Decathlon	2,067.05	2,077.39	2,087.78
As Schools Match Wits	612.12	615.18	618.25
Literary Magazine	875.93	880.31	884.71
Student Council Advisor – 2	857.66	861.95	866.25
Dance Chaperones – Hourly	19.96	20.06	20.16
East Meadow Study Coordinator	1,713.03	1,721.60	1,730.21
Technology Coordinator – West Street	857.66	861.95	866.25
Technology Coordinator - East Meadow	857.66	861.95	866.25
Technology Coordinator - Granby Jr. Sr. High School	857.66	861.95	866.25
Drama Director	1,028.95	1,034.09	1,039.26

<b>Position</b>	<b>13-14</b>	<b>14-15</b>	<b>15-16</b>
Mentor Stipend	612.12	615.18	618.25
Head Teacher	978.71	983.60	988.52
Natures Classroom	600.71	603.71	606.73
Chemical Hygiene Officer	1,220.57	1,226.68	1,232.81
Assistant Athletic Director	2,345.70	2,357.43	2,369.22
Summer Guidance Counselor 20 days @ 100% per diem			

<b>Varsity</b>	<b>13-14</b>	<b>14-15</b>	<b>15-16</b>
New Hire	2544.42	2557.14	2569.93
2-5 Years	2868.74	2883.08	2897.50
6-10 Years	3214.78	3230.85	3247.00
11 or more Years	3599.63	3617.63	3635.72
<b>Junior Varsity</b>	<b>13-14</b>	<b>14-15</b>	<b>15-16</b>
New Hire	1844.23	1853.45	1862.72
2-5 Years	2057.92	2068.21	2078.55
6-10 Years	2304.59	2316.11	2327.69
11 or more Years	2580.96	2593.86	2606.83
Middle School Coaches	1143.16	1148.88	1154.62

**ARTICLE XXII**  
**REDUCTION IN STAFF**

- A. In the event it becomes necessary to reduce the number of professional status employees included in the bargaining unit as defined in this Agreement, the employer will take into consideration length of service, ability, licensure and qualifications, including recent teaching experience by grade level or subject matter and recent professional development directly related to the teaching assignment under consideration, and when all factors that constitute ability, licensure, and qualifications are relatively equal, length of continuous service shall prevail.
- B. The Superintendent and Building Principal shall decide whether the laid-off employee or the employee whose position is eliminated shall (A), be transferred to an open position within his/her school or major field of teacher preparation for which he/she is licensed and qualified or could become same, and does, in fact, become same before August 15, provided a written notice of intent and demonstration of ability to acquire additional licensure is received by the Superintendent within fifteen (15) working days of the teacher's receipt of the layoff notice, or (B) replace an employee with the lowest seniority within his/her school or major field of teacher preparation in which the laid-off employee is licensured. Qualifications will be judged by the administration. "Qualified" means that the teacher has on file with the Office of the Superintendent evaluative evidence that he/she possesses the necessary licensure and qualifications or can and does obtain same by August 15 of the year of his/her layoff.
- C. "Seniority" means a professional status teacher's continuous length of service in years, months, and days in this bargaining unit, provided that the seniority of present professional status teachers as of the effective date of this Agreement shall consist of their length of service from their initial date of employment by the School Department. Professional status teachers shall be credited for seniority purposes with all time spent on any leave of absence provided for in this Agreement. In cases involving professional status teachers who have identical seniority, preference for retention or recall shall be given to the professional status teacher who has the highest qualifications directly applicable to the vacancy involved as judged by the administration.
- D. Professional status teachers who are to be affected by a reduction in staff must be notified in writing no later than June 1, of the school year preceding the year in which the reduction will take effect except in the case of an emergency. Said notice shall include the specific reasons for the layoff. Professional status teachers who have been laid-off shall be entitled to recall rights for a period of time equal to the length of continuous service on the effective date of their respective layoffs, but under no circumstance more than two (2) years.
- E. During the recall period, professional status teachers shall be notified by certified mail to their last address of record and given preference for positions as they develop in the inverse order of their respective layoff, and their

contractual benefits shall be restored in full, upon reemployment, within the recall period. The employee shall, within fourteen (14) calendar days after receipt of notice of recall by certified mail and return receipt requested, file acceptance through return of signed slip provided by the Employer of their intention to return or not to return by certified mail and return receipt requested. If such acceptance is not received by the Superintendent's Office at the end of fourteen (14) calendar days, it shall be considered a declination on the part of the employee, unless there are extenuating circumstances approved by the Superintendent.

- F. Any declination of a position offered under the provisions of this article will satisfy the Committee's obligation and waive any further recall rights for the employee and be considered a voluntary resignation. During the recall period, professional status teachers who have been laid-off shall be given every consideration for substitute work, if they so desire, and express such desire in writing. Professional status teachers on layoff will be given preference in their area of certification.
- G. A list specifying the seniority of each member of the bargaining unit shall be prepared by the Committee and forwarded to the President of the Association within thirty (30) calendar days following the execution of this Agreement. An updated "Seniority List" shall be supplied by the Committee annually thereafter. Within thirty (30) calendar days after the signing of this Agreement, a list of employees, arranged in the order of their seniority, shall be posted on all Association bulletin boards within each school and a copy furnished to the Association. Claims for corrections to such lists must be made to the Employer and the Association within thirty (30) calendar days after such posting and after such time, the lists will be regarded as correct.

## **ARTICLE XXIII**

### **GENERAL**

- A. If any provision of this Agreement or any application to any teacher or group of teachers shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.
- B. Appointments to positions in the Granby Public Schools will be made without regard to race, color, creed, national origin, gender, sexual orientation, or marital status.

**ARTICLE XXIV**  
**SEVERANCE CLAUSE**

Teachers shall be entitled to a one-time separation benefit of \$5,000.00, provided all of the following conditions are met:

- (1) A teacher must have fifteen (15) or more years of continuous service with the Committee.
- (2) A teacher must give written notice to the Superintendent of his/her intention to retire on or before February 1 of the school year preceding the school year in which retirement will take place.
- (3) The one-time separation benefit shall be payable in July. Payment will be made when the teacher in fact retires under MGL c 32.

A teacher upon retirement and after rendering twenty (20) years of continuous full-time service as a teacher in Granby shall be paid twenty-five percent (25%) of the teacher's unused accumulated sick leave at the current daily substitute rate during the teacher's last year of employment in Granby or 5.5% of the teacher's unused accumulated sick leave at the teacher's current per diem, whichever is greater up to a maximum of two hundred and twenty-five (225) days. Teachers are eligible for such retirement increment incentive only once during their teaching career in Granby and must notify the Superintendent of their intention to retire by February 1 of the school year preceding the school year in which retirement will take place.

Should a teacher decide to give notice of intent to retire after the February 1 date, he/she may appeal to the Superintendent for the severance benefits as outlined in this Article. If such appeal is denied, the teacher may then appeal to the Committee. The decision of the Committee is final and binding on all parties.

**ARTICLE XXV**  
**PROFESSIONAL DEVELOPMENT**

- A. The School Committee agrees to budget an amount of \$6,000. per year for the purpose of reimbursement of teachers for the cost of tuition and fees for courses at accredited colleges, universities, or other professional training schools, which are taken with the advance approval of the Principal and Superintendent. Such approval will not be unreasonably withheld.

The total budgeted amount, \$6,000, shall be divided into three equal pools. One third of the amount shall be utilized for summer courses, which shall be defined as courses that begin between June 16 and August 30. One third of the amount shall be utilized for fall courses, which shall be defined as courses that begin between September 1 and January 15. One third of the amount shall be utilized for spring courses, which shall be defined as courses that begin between January 16 and June 15. In the event that any money is unused, it shall be rolled over for use in the next period within a fiscal year. Deadlines for submissions for reimbursement are as follow: Summer: September 27; Fall: February 12; and Spring: July 13

If the total amount of tuition/fee reimbursement available in any one period exceeds the amount available, the money shall divided on a pro-rated basis among those requesting reimbursement. Only one course per teacher is eligible for reimbursement during a period.

Each teacher who has completed an approved course, and who shows proof of successful completion of the course with a passing grade and receipt for payment, will be reimbursed for the cost of tuition and fees of per graduate credit not exceeding UMass/Amherst Continuing and Professional Education current tuition rate and fees.

- B. Reimbursement for course work will be made after submission of properly completed form. Form will include date completed by teacher, date sent to Town Hall, and date returned to employee.
- B. The second and third professional development days will be planned as follows:
- The Building Professional Development Plan will be based on the District Improvement Plan, the School Improvement Plan, and building goals.
  - The principals and staff of each building will meet every two years prior to the end of the second year to formulate and write the Building Professional Development Plan.
  - A committee consisting of an equal number of representatives from management and the union will give input to the Superintendent regarding the development of general District Professional offerings. The Superintendent PDP's to teachers for successful completion of the professional development, where the Professional Development meets the State requirements for granting PDP's.

**ARTICLE XXVI**  
**RETELLS**

Any GEA member who is employed in the Granby Public Schools during the 2013-2016 school year, or who becomes employed by the Granby Public Schools prior to July 1, 2016, and who earns the Sheltered English Immersion (SEI) Endorsement by July 1, 2016 while employed by the Granby Public Schools shall receive three (3) Granby Increments Credits that may be utilized toward advancement on any and all lanes of the GEA's. Salary Schedule (Appendix). The parties expressly agree that the three (3) Granby Increments credits earned for the SEI Endorsement constitute graduate credits within the meaning of the Contract. No other compensation will be sought or given for obtaining this Endorsement. The parties further agree that the School Committee shall offer the professional development and training for the SEI Endorsement without cost to GEA members until July 1, 2016, assuming said no cost training continues to be made available by DESE, and subject to DESE limitations on the number of training slots. In filling slots, preference will be given to members who are required under DESE regulations to earn the SEI Endorsement by July 1, 2016. In the event that all training slots are not taken, and as long as the following is allowed by DESE, the Superintendent or his/her designee shall notify all GEA members in writing that additional slots are available at no cost to any GEA member interested in taking the training, including non-core academic members. If the number of applicants for these additional slots exceeds the number of available slots, preference will be given to those members who are required by DESE regulations to earn the SEI Endorsement, but the remaining training slots shall be awarded based on the programming and student need as determined by the Principal.

**ARTICLE XXVII**  
**TEACHER RESPONSIBILITY FOR STUDENT DISCIPLINE**

A Teacher may refer to the principal any student whose conduct violates the student behavior code as described in the Student Handbook.

At the time of the referral, the teacher will present to the principal a written report on the form provided for this purpose.

The principal or his/her designee will inform the teacher of the disposition of the case within twenty-four (24) hours of its occurrence and, when possible, before the student returns to the teacher's classroom.

Disposition of the case shall be in accordance with the appropriate provisions of the Student Handbook.

After the second office reference by a given teacher of an individual student for discipline reasons in any school year, the teacher will contact the parent and request a conference. After three (3) office references in any school year, the principal will contact the parent and request a conference which will include the principal, the teacher, the parent or guardian, and the student.

**ARTICLE XXVIII**  
**CRIMINAL OFFENDER RECORD INFORMATION CHECKS**  
**“CORI”**

The following applies to criminal offender record information (CORI) checks pursuant to Chapter 385 of the Acts of 2002.

- CORI checks will be conducted for all new hires.
- CORI checks will also be conducted on all employees during the same school year once every three (3) years, or more often on an individual basis where there is reasonable cause.
- If the CORI report shows any activity, a meeting will be scheduled with the Superintendent at which time a copy of the CORI report will be given to the employee.
- All CORI reports will be maintained in the Superintendent's office in separate confidential files for a period of three years.
- The Superintendent or other administrator in his/her central office designated by the Superintendent will be the only persons authorized to request CORI checks.
- Any disciplinary action taken as a result of CORI checks will be accordance with this Agreement and/or law.

**ARTICLE XXIX**  
**ZIPPER CLAUSE**

The parties acknowledge that during the negotiations that resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Committee and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right to re-open negotiations on any subject or matter covered by this Agreement, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered by this Agreement, even though the subjects or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. However, this will not preclude the parties from mutually agreeing to amend this Agreement at any time.

GRANBY SCHOOL COMMITTEE

GRANBY EDUCATORS' ASSOCIATION

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date