

GLOUCESTER PUBLIC SCHOOLS  
Gloucester, Massachusetts

**Contract Agreement Between**

**Gloucester School District**

**&**

**DISTRICT LITERACY SPECIALIST**

Agreement made this **6th Day of November 2007**, by and between the Gloucester School District in Essex County in the Commonwealth of Massachusetts (hereinafter referred to as the "District") and the **DISTRICT LITERACY SPECIALIST**. Said District has and does hereby employ said **DISTRICT LITERACY SPECIALIST**, **effective July 1, 2006**. Both parties agree that said employee (hereinafter referred to as the "**LITERACY SPECIALIST**") shall perform the duties of this position as prescribed by the laws of the Commonwealth of Massachusetts and by the rules, regulations, and policies made thereunder by the Gloucester School Committee under the direction of the Superintendent.

The parties hereto agree as follows:

1. **EMPLOYMENT**

The District hereby employs the district-wide **LITERACY SPECIALIST**. The **LITERACY SPECIALIST** hereby accepts such employment on the following terms and conditions:

2. **TERMS**

The term of employment set by this Agreement shall be in the period commencing, **July 1 2006** and ending **June 30, 2009, pending grant funding**.

3. **COMPENSATION**

A. **Annual Salary**

The employee shall be paid an annual salary as follows:

**July 1, 2006 – June 30, 2007      \$67,486.**

**July 1, 2007 – June 30, 2008      \$69,511.**

**July 1, 2008 – June 30, 2009      \$71,596.**

## AGREEMENT – LITERACY SPECIALIST – PAGE 2

**(190 day work year – with specific dates to be determined with Assistant Superintendent)**  
payable in equal installments in accordance with the rules of the School Committee governing payment of other professional staff members employed by the School Committee. **It is understood that a staggered schedule will be developed with the Assistant Superintendent so that additional curriculum work/workshops can be planned for after-school hours.**

### 4. TERMINATION

In the event the **LITERACY SPECIALIST** desires to terminate this agreement, she shall give a minimum of 60 days notice to the Superintendent. In the event the Superintendent wishes to terminate this contract the employee must be notified **at least 60 days prior to June 30, 2009**, of his proposed non-renewal of this agreement or his wish to modify this agreement. The Superintendent may dismiss, demote or suspend the **LITERACY SPECIALIST** for good cause. “Good cause” shall mean any ground which is put forth by the Superintendent in good faith and which is not arbitrary, irrational, unreasonable, or irrelevant to the task of building up and maintaining an efficient school system. In a challenge to a discharge of the administrator, the authority of the arbitrator shall be limited to an award for back pay damages for the balance of the contract term after the discharge and shall not include the authority to reinstate the administrator to any position.

### 5. DUTIES

The **LITERACY SPECIALIST** shall perform faithfully and to the best of her ability the duties of **LITERACY SPECIALIST** and all other duties assigned to him/her under the supervision and direction of the Superintendent of Schools or her designee. The job description will be developed in collaboration with the Assistant Superintendent for Curriculum, Instruction and Assessment and the Elementary/Middle School Principals.

### 6. SICK LEAVE

The **LITERACY SPECIALIST** will be entitled to **10** paid sick leave days accrued one (1) per month.

## **AGREEMENT – LITERACY SPECIALIST – PAGE 3**

### **7. FUNERAL LEAVE**

- A. In the event of a death in the **LITERACY SPECIALIST’S** immediate family, the **LITERACY SPECIALIST** shall be allowed to be absent from work, with pay, for five (5) or more working days at the discretion of the Superintendent. Immediate family, as used herein, shall mean the **LITERACY SPECIALIST’S** father, mother, child, spouse, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, or other relative living in the **LITERACY SPECIALIST’S** household.
- B. In the event of the death of the **LITERACY SPECIALIST’S** grandparents, grandchildren, aunt, uncle, nephew, or niece, the **LITERACY SPECIALIST** will be allowed five (5) or more working days at the discretion of the Superintendent.
- C. Additional paid days for funeral leave purposes may be granted at the discretion of the Superintendent.

### **8. PERSONAL LEAVE**

Three (3) personal days, which may be consecutive, will be provided upon the approval of the Superintendent who may waive the maximum number of days allowed. Requests shall be limited to items of personal business which cannot be dealt with during the after school, evening, and weekend periods.

### **9. FAMILY AND MEDICAL LEAVE ACT**

The District will comply with all the requirements of the Family and Medical Leave Act of 1993.

### **10. PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT**

- A. The District will pay 75% (up to \$1,000. per year) of the reasonable expenses (including fees, meals, lodging, and transportation) incurred by the **LITERACY SPECIALIST** who attends workshops, seminars, conferences, or other professional improvement meetings in the continental United States.
- B. The District agrees to pay 100% of travel expenses, fees, meals, and lodging for those conferences which the Superintendent recommends as necessary.

#### **AGREEMENT – LITERACY SPECIALIST – PAGE 4**

- C. Subject to available funds, the **LITERACY SPECIALIST** will be entitled to reimbursement of the full cost of up to one (1) approved course satisfactorily completed during the twelve month period commencing July 1st. A **LITERACY SPECIALIST** may be reimbursed hereunder for no more than three (3) credit hours per approved course. In order to qualify for reimbursement hereunder. Satisfactory completion is defined as a grade of “B” or better, “Pass” in a pass/fail system, or a certificate indicating “Satisfactory Completion” if specific grades are not used. An “approved” course is one which is a subject closely related to the discipline in any area that would directly affect the role of and be beneficial to the growth of the **LITERACY SPECIALIST** and for which approval for reimbursement from the Superintendent has been obtained prior to the **LITERACY SPECIALIST** starting the course. Courses other than those earning university credit may be accepted for tuition reimbursement at the discretion of the Superintendent. The Superintendent’s decision on whether to approve a course is final and binding.
- D. In addition to the reimbursements referred to in this section, a **LITERACY SPECIALIST** may submit to the Superintendent a request for a professional development payment for in-service workshops and/or the development and/or implementation of new programs designed to advance the system-wide goals.

#### **11. INSURANCE**

- A. The employee shall be eligible to participate in the City of Gloucester group insurance plan in accordance with the terms and conditions established by the City of Gloucester and the terms and conditions of the contracts of insurance between the City of Gloucester and the insurance carrier. The District shall contribute 75% of the monthly premiums or the rate determined by the City of Gloucester through negotiations.
- B. Liability Insurance - The **LITERACY SPECIALIST** shall be covered under the umbrella policy of the City of Gloucester for liability coverage while engaged in her duties as a Gloucester School Department **LITERACY SPECIALIST**.

## **AGREEMENT – LITERACY SPECIALIST – PAGE 5**

### **12. EVALUATIONS**

The Superintendent of Schools shall evaluate or cause to be evaluated the performance of the **LITERACY SPECIALIST** in writing at least once annually not later than May 1 based upon:

1. the duties and responsibilities contained in the **LITERACY SPECIALIST** job description;
2. as contained in the Policy Manual of the Gloucester School Committee;
3. as contained in the policies and directives of the Superintendent.

### **13. PROTECTION OF LITERACY SPECIALIST**

The **LITERACY SPECIALIST** shall immediately report to the Superintendent any instance of abusive conduct, torts, or assault suffered by him/her in the course of her employment. The **LITERACY SPECIALIST** will not suffer loss of pay or sick leave benefits as a result of such reported assault. The Committee will, upon request of such **LITERACY SPECIALIST**, provide legal support pursuant to the provisions of M.G.L., Chapter 258.

### **14. MILEAGE REIMBURSEMENT**

**Literacy Specialists** who are required to use their own vehicles in the performance of their duties and responsibilities shall be reimbursed for all required mileage at the rate set by the School Committee if such mileage is covered by a voucher or receive a flat rate of \$15.00 per month (\$150 per year).

### **15. TAX-DEFERRED ANNUITY**

The Committee, at the request of the **LITERACY SPECIALIST** and in accordance with Massachusetts law, shall withhold and transfer an amount of salary, as designated by the **LITERACY SPECIALIST**, annually, semi-annually, or monthly, to a tax-deferred annuity program chosen by the **LITERACY SPECIALIST**.

### **16. ENTIRE AGREEMENT**

This Agreement embodies the entire understanding and agreement between the District and the **LITERACY SPECIALIST** and there are no inducements, promises, terms, conditions, or obligations made or entered into by either party other than those contained herein except as may be provided in writing signed by both the District and **LITERACY SPECIALIST**. This Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts.

**AGREEMENT – LITERACY SPECIALIST – PAGE 6**

17. **VALIDITY**

If any paragraph or part of this Agreement is invalid, it shall not affect the remainder of the Agreement; but said remainder shall be binding and effective upon both parties.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Agreement and one counterpart thereof this **6<sup>th</sup> day of November, 2007**

\_\_\_\_\_  
Literacy Specialist

\_\_\_\_\_  
Superintendent of Schools