

AGREEMENT

between

MASHPEE SCHOOL COMMITTEE

and

MASHPEE TEACHERS' ASSOCIATION—UNIT B

FY 2021 - FY 2023

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
Preamble	3
Agreement Publication	3
I. Recognition	3-4
II. Duration	4
III. Negotiations	4
IV. Payroll Deductions	4-5
V. Grievance	5-6
VI. Unit B Member Hours and Work Week	6-7
VII. Unit B Member Facilities	7
VIII. Leaves of Absences---General Provisions	7-8
IX. Unpaid Leaves of Absence	8-9
X. Paid Leaves of Absence	9
XI. Sick Leave and Sick Bank	10-11
XII. Unit B Member Assault	11-12
XIII. Unit B Member Evaluation and Personnel File	12
XIV. Professional Development and Increments	13-14
XV. Vacancies and Transfers	14
XVI. Reduction in Force	14-15
XVII. Longevity	15
XVIII. Compensation	15
XIX. Insurance	15
XX. Substance Abuse	16
XXI. Early Retirement	16
XXII. Sabbatical Leave	16-17
XXIII. Unit B Member Information and Access	17
Signatures	18
Appendix	
A. Unit B Salary Schedule	19
B. Sabbatical Leave Request Form	20
C. Educator Evaluation Agreement	21

PREAMBLE

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

1. If any provision of this contract, or any application of this contract to any employees covered by the term of this contract, shall be found contrary to law, such provisions or application shall have effect only to the extent permitted by law, but all other provisions or applications of this contract shall continue in full force and effect and such provisions found contrary to law shall be re-negotiated.
2. 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 Mashpee School System. Except as otherwise provided in this Agreement, the Committee and the superintendent retain all powers they had prior to entering into the Agreement, including but not limited to the power to:
 - (a) establish policy;
 - (b) establish the standards and qualifications for hire and promotion; and
 - (c) determine the size of the workforce consistent with the needs of the School Department and the terms of this Agreement.
3. A Unit B member has the responsibility for providing education and leadership of the highest possible quality.
4. The School Committee of the Mashpee Public Schools has the responsibility for providing teaching facilities and an educational climate which will bring about education of the highest possible quality.
5. Fulfillment of these responsibilities can be facilitated and supported by consultations and free exchange of views and information between the Committee, the superintendent, and the Mashpee Teachers' Association—Unit B. These meetings will be held within 10 days of a written request from either party, however these meetings shall not be used to discuss grievances or to negotiate modifications or additions to this agreement.
6. The best communication is direct and through one's immediate supervisor. The Committee expects that requests and/or concerns be reviewed at the building level before discussion occurs with the Committee.

AGREEMENT PUBLICATION

The Committee will post a copy of this Agreement on the Mashpee Public Schools website within thirty (30) days after it has been executed. The Association will make sure that each employee presently employed under the Agreement is notified that this Agreement is posted on a web-based location. The annual employment letter issued to employees will list the web-based location so employees may access the contract.

I. RECOGNITION

1. For the purpose of collective bargaining with respect to wages, hours, and conditions of employment, the School Committee (hereafter referred to as the "Committee") recognizes the Mashpee Teachers' Association (hereafter referred to as the "Association") as the exclusive bargaining agent and representative of all personnel in Unit B.

- Assistant Principal—Kenneth C. Coombs School (Grades Pre K - 2)
- Assistant Principal—Quashnet School (Grades 3 - 6)
- Dean of Students—Mashpee Middle-High School (Grades 7 - 9)
- Dean of Students—Mashpee Middle-High School (Grades 10 - 12)
- Director of School Counseling/College & Career Readiness
- Athletic Director—Mashpee Middle-High School
- Director of Career and Technical Education
- MMHS Department Head—If DESE licensed as an Administrator and/or Director

2. **Appropriate Articles**

Grievance
 Maternity
 Administrator Evaluation
 Salary Deductions (Agency Fee)
 Increments
 Sick Leave Buy-Back
 Longevity
 Substance Abuse
 Travel Compensation
 Co-Curricular Activities
 Vacancies Promotions and Transfers
 Early retirement
 Professional Development
 Administrator Facilities

Articles Not Appropriate

Administrator Hours and Work Week

II. DURATION

The provisions of this agreement will be effective as of July 1, 2020, and will continue to remain in full force and effect through June 30, 2023.

III. NEGOTIATIONS

1. At the request of either party, and not later than the first Thursday of November of the calendar year preceding the expiration of this agreement, the Committee and the Association agree to enter into negotiations for a successor agreement.
2. Except as otherwise provided in this agreement, the Committee's policy with respect to wages, hours, and other conditions of employment applicable on the effective date of this agreement shall continue to be so applicable during the term of this agreement unless there is good justification for a change. Before any significant change or significant new policy is adopted, the Committee will notify the Association in writing that it is considering such action. The Association will have the right to discuss the action prior to its being put into effect provided that it files such a request within five days of receipt of said notice.

IV. PAYROLL DEDUCTIONS

Any employee may sign and deliver to the Committee an authorization (on a form to be approved by the Committee) for payroll deductions of Association membership dues. That authorization is required only during the first year of employment and continues in force until sixty (60) days following the date on which the Town Treasurer receives written notice of withdrawal of authorization from the employee. Upon receipt of a notice of withdrawal of authorization, the Town Treasurer shall furnish a copy of the notice to the Association.

1. The Association treasurer shall certify to the Town Treasurer no later than September 15 of each year, the specific amount of Association dues for the current year.

2. The Town Treasurer shall deduct from the salary of each employee authorizing the deduction, the amount of the dues and transmit the sum deducted to the Association within fourteen (14) days of the deduction, provided the Town Treasurer is satisfied that the Association treasurer has given a bond to the Association, in a form approved by the Massachusetts Commissioner of Revenue, for the faithful performance of his duties, in a sum and with such surety or sureties as are satisfactory to the Town Treasurer.
3. To the extent allowed by law, as a condition of continued employment, every employee covered by this agreement who is not a member in good standing of the Association shall pay or, by payroll deductions, shall have paid to the Association an agency service fee in accordance with Chapter 150E, Section 12. An indication by the individual of his/her intention shall be made no later than 30 days following the date of the beginning of the employee's employment or the effective date of this agreement, which date shall be the later. The Association agrees to indemnify the School Committee for any financial liability which it may incur in complying with this section.
4. **Other Deductions.** Payroll deductions will also be available to employees on a mutually agreed upon basis for one credit union designated by the Association, for premiums for annuities (subject to G.L. c. 71, 37B), and for payment of insurance premiums.

V. GRIEVANCE

1. Definition: A "grievance" is defined as a written complaint by a member, or the Association based upon an alleged violation of any specific provision(s) of this Agreement.
2. Time limits: All time limits herein shall consist of school days exclusive of legal holidays. The time limits indicated are the maxima and any grievance not filed or advanced within the time limits specified is deemed waived and abandoned.
3. **Level One:** A member of Unit B with a grievance will first present it in writing to the principal of the building in which the problem occurred within ten (10) days after the event(s) on which the grievance is based.

Level Two: If a grievance is not resolved in writing to the satisfaction of the grievant or the Association within ten (10) days after the submission at Level One, the Unit B member or the Association may present the grievance in writing to the superintendent within ten (10) days of receipt of the principal's answer or date on which said answer is due, whichever occurs first.

Level Three: Only the Association may forward a grievance at Level Three. If the grievance is not resolved in writing to the satisfaction of the grievant or the Association within ten (10) days after submission at Level Two, the Association may present the grievance in writing to the Committee. The Committee will have a meeting with the grievant and/or the Association, within ten days of receiving the written complaint or no later than the next School Committee meeting. The purpose of this meeting will be to discuss the grievance. Level Three does not apply to any grievance arising out of a decision made by the superintendent or principal under authority delegated to the superintendent or principal under the Education Reform Act of 1993. In the event of such a grievance, the Association may proceed directly from Level Two to Level Four.

Level Four: In the event that the grievance shall not have been satisfactorily resolved at Level Three, or in the event that no decision has been rendered within ten (10) days after the Level Three meeting, the Association may, within ten (10) days of the disposition, refer the unsettled grievance in writing to arbitration, provided, however, that only grievances that involve the interpretation, meaning, or application of specific provisions of this Agreement shall be subject to arbitration. The arbitrator shall be selected by agreement between the parties. If the parties are unable to agree upon an arbitrator, in accordance with the American Arbitration Association Rules and Regulations, then the selection shall be made by the AAA. The fees and

expenses of the arbitrator shall be shared equally by the parties. The decision of the arbitrator shall be final and binding on the Committee, the Association, and any individual involved provided that the arbitrator shall be without power or authority to modify or alter the terms of this Agreement and providing that the decision is not contrary to law.

4. The Committee acknowledges the right of the Association to participate without penalty in the processing of any grievance at any level.
5. No reprisals of any kind will be taken by the Committee or the school administration against any grievant because of his/her participation in the grievance procedure.
6. The Committee and the administration will cooperate with the Association in its investigation of any grievance, and upon request, will provide the Association with any documents which are neither confidential nor privileged by law which may be necessary for the Association to process grievances under this agreement.

VI. UNIT B MEMBER HOURS AND WORK WEEK

1. The starting and dismissal time for students will be established by the School Committee. Unit B members are required to work fifty (50) minutes beyond the Unit A work day. The principal will work collaboratively with the Unit B member to determine the allocation of these 50 minutes before or after the Unit A work day.

The Committee and the Association recognize the uniqueness of individual schools. All Unit B members will spend approximately the same amount of time each day coaching, supporting, and evaluating members of Unit A and Unit C, supervising and supporting our students, and contributing to a positive and safe school environment both for students and other members of the Association.

2. In emergency situations it is expected that all reasonable effort will be made by the Unit B member to be available as needed.
3. Unit B members are expected to attend school functions unless otherwise directed by the school principal. The work year will be 215 days for all Unit B members except for MMHS Department Heads who are DESE licensed as an Administrator and/or Director—see Paragraph 4 below. 184 work days must match with the Unit A work days and the remaining thirty-one (31) work days will be scheduled with principal approval. Included as part of the additional thirty-one days for the Director of Career and Technical Education is management of the MMHS summer school program.
4. A MMHS Department Head who is DESE licensed as an Administrator and/or Director will be compensated for 184 days per Appendix A of the Unit A contract (Step and Column based on length of service and level of education) and may work five (5) additional days with prior approval of the building principal. Compensation for these additional days will be at the Department Head's per diem rate of pay.
5. The Director of Career and Technical Education and any MMHS Department Head who is DESE licensed as an Administrator and/or Director, will evaluate teachers within his/her department in conjunction with building administration. Given this expectation, his/her teaching load will be .6.
6. The Director of School Counseling/College & Career Readiness, as a DESE licensed administrator, will be the primary evaluator of all district counselors and will lead district counselor meetings. The building principal will serve as a secondary evaluator for all non-professional status counselors.
7. The Dean of Students for Grades 7 - 9 is expected to serve as a chaperone on the annual student trip to Washington DC, and shall receive an annual stipend in the amount of \$1,100 for serving in this role. In

extenuating circumstances, the principal, in collaboration with Unit B membership, will appoint an alternate Unit B member to serve as the Administrative chaperone.

8. Given the athletic schedule at the high school and the expectation that the Athletic Director is present for afternoon and evening athletic practices and games, the Athletic Director will start his/her work day at a later hour—as determined by the principal. The Athletic Director, with advance approval from and in collaboration with the building principal, may assign a game manager to an athletic competition for which he/she is unable to serve in that capacity. The Athletic Director position includes supervision and evaluation of all grades 7 – 12 Health/PE staff and may include one teaching duty. The athletic director may coach one sport. The athletic director may also avail himself/herself of secretarial support (30% of administrative assistant as assigned by the building principal).
9. Unit B members who are requested by his/her principal and who agree to work beyond his/her 215 work days shall be compensated at the rate of 1/215 of his/her yearly salary for each day or portion thereof.
10. Each Unit B member is responsible for maintaining required DESE licensure.
11. Unit B members may leave school grounds during the school day with notification to/approval of the building administrator.

VII. UNIT B MEMBER FACILITIES

The School Committee agrees to provide members of Unit B with facilities that are clean and safe and that support their work needs. A confidential space for meeting with staff, students, and parents will be made available. A Unit B member is expected to bring facility concerns to the attention of his/her building administrator on a timely basis.

VIII: LEAVES OF ABSENCE--GENERAL PROVISIONS

1. **Return From Leave.** Except as otherwise provided in this Agreement, an employee returning from a leave of absence, with or without pay, shall be returned to the same or similar position held at the time the leave was granted. However, the Superintendent retains the right to return an employee to a similar position in a different location.
2. **Notice of Return From Certain Leaves.** Any employees on parental leave, child care leave, Association leave, military leave, emergency leave, or a leave of absence to serve as an elected public official shall notify the Superintendent in writing of his/her intention to return from such leave or shall request in writing renewal of such leave no later than April 1 of the year in which the leave is scheduled to end. The Superintendent may make exceptions to this procedure only in cases of emergency or urgency. Failure to comply with this notification requirement entitles the Superintendent to fill the employee's position and forfeits the employee's right to a position on expiration of the leave of absence. An employee whose right to a position is forfeited because of his/her failure to comply with this notification requirement is entitled to apply for any position that becomes vacant or is created within one (1) year from the date by which he/she was required to have complied with the notification requirement and for which he/she is qualified.
3. **Accrual of Benefits.** No benefits accrue to an employee during a leave of absence without pay, except that (a) an employee remains eligible during a leave of absence without pay for participation in the District's group insurance plans in accordance with the applicable provisions of Massachusetts General Law Ch. 32B and (b) an employee who works at least one hundred days (100) days in a year during which he/she takes an unpaid leave of absence is entitled to a full year's credit toward a salary step increase for that year. Upon return from a leave of absence without pay, an employee's unused sick leave benefit and salary increments that had accumulated at the time the leave of absence began will be restored to him/her.

All the benefits that normally accrue to an employee while he/she is working accrue to him/her during a leave of absence with pay.

4. **Discretionary Extension of Leaves.** Upon request of the Unit B employee, the Superintendent may extend an unpaid leave of absence. If the Superintendent declines to grant the leave extension, the Superintendent shall give the employee a statement of the reasons for his/her declination.

IX: UNPAID LEAVES OF ABSENCE

1. **Association Leave.** The Superintendent may grant a leave of absence without pay for one school year to any employee who is elected a full-time paid officer of the Association. The Superintendent may grant a leave of absence without pay for one school year to any employee who is employed by the Association to assist it in discharging its duties as the exclusive bargaining representative of employees. The Superintendent may grant a leave of absence without pay to any employee designated by the Association for the purpose of engaging in official activities of the Association (local, state, or national).
2. **Parental Leave.** Parental Leaves of absence will be provided to employees to the extent required by, and subject to the provisions of, applicable laws, including the Massachusetts Parental Leave Act (MPLA), MGL Chapter 149, Section 105D, and the Family and Medical Leave Act (FMLA), 29 USC Section 2601 et seq. The MPLA provides, on conditions stated therein, for employees who have worked for at least three (3) consecutive months, to be entitled to an unpaid leave of absence of up to eight (8) weeks for the birth, adoption or foster placement of a child. The FMLA provides, on conditions stated therein, for employees who have been employed for at least twelve (12) months and have worked at least 1250 hours in the previous twelve (12) months, to be entitled to an unpaid leave of absence of up to twelve (12) weeks for the purpose of birth, adoption or foster placement of a child, provided that no portion of such twelve-week period has been used for other FMLA-eligible events in the same 12 month period. Leaves under the MPLA and/or FMLA run concurrently with other leaves as applicable.

An employee is eligible to use accrued sick leave during any portion of the leave during which the employee is physically disabled from work, subject to the requirements of Article XI, Sick Leave and Bank, of this Agreement.

An employee shall provide the employer with at least two (2) weeks' written notice of his/her intended date of departure and of his/her intended date of return whenever possible. Employees are urged to give earlier notification to provide the employer with additional time to secure a replacement.

In cases where both parents are employed by the School District, such employees shall only be entitled to the maximum amount of Parental Leave herein in the aggregate.

3. **Child Care Leave.** An employee is entitled to an unpaid Child Care Leave of absence of up to one (1) year (365 consecutive days) for the purpose of caring for the employee's birth, adoptive, or foster child. If an employee is unable to return to work at the end of one (1) year (365 consecutive days) due to extenuating medical circumstances, the Superintendent will consider an extension of the Child Care Leave upon receipt of a written evaluation by the employee's attending physician or by the child's attending physician.

Such Child Care Leave is separate from Parental Leave, as described in the preceding section. Child Care Leave will terminate no later than one (1) year (365 consecutive days) after the date the employee begins Child Care Leave. Child Care Leave may terminate sooner than one (1) year (365 consecutive days) after the employee begins the leave.

Notification of intent to take Child Care Leave must be submitted under ordinary circumstances in writing to the Superintendent at least thirty (30) calendar days before the requested anticipated date of departure. Such notification shall also include an intended date of return.

4. **Military Leave.** A leave of absence without pay for employees who are inducted or enlist in the Uniformed Services of the United States is available in accordance with, and subject to applicable state and federal law.
5. **Emergency Leave.** An employee is entitled to an unpaid leave of absence (called "emergency leave") in the case of an emergency.

As used in this section, "emergency" means an illness or injury to a member of the employee's immediate family that is sufficiently serious that the employee is unable to work full-time because of the need for the employee to care for the ill or injured person. "Immediate family" is limited to the employee's spouse, life-partner, children, and parents for the purposes of this section.

Emergency leave terminates when the emergency is over, but in no case more than one year after the emergency leave began. The Superintendent may require verification of the emergency by a physician from time to time during the duration of the emergency leave.

6. **Other Leaves.** The Superintendent may grant any employee a one-week leave of absence without pay for personal reasons and the Superintendent may grant other leaves of absence without pay to employees at the exclusive discretion of the Superintendent. Decisions on all discretionary leaves are final and not subject to the grievance or arbitration provisions of this Agreement.
7. **Religious Leave.** Unpaid leaves of absence for religious observances will be granted in accordance with and subject to Massachusetts General Laws Chapter 151B, Section 4(1A). Any employee who is eligible for and receives a leave of absence under that statute will be allowed to make up time missed from work if feasible.

X: PAID LEAVES OF ABSENCE

1. **Bereavement Leave.** Five days will be granted in addition to sick leave for death in the immediate family of the employee's or employee's spouse/domestic partner, (parents, children, brother, sister, grandparents or relatives of the immediate household). Up to three (3) days may be taken, at the discretion of the Superintendent, to be deducted from the employee's sick leave, in case of the death of a person outside the employee's immediate family.
2. **Reserve Duty.** The Superintendent shall grant to each employee who is a member of a reserve component of the armed forces of the United States a leave of absence during the time of the employee's annual tour of duty, not to exceed seventeen (17) days. Pay for such leave shall be at the Superintendent's discretion. The Superintendent may, at his/her option, request the commanding officer of any employee who applies for a leave of absence for reserve duty to defer the employee's reserve duty until the completion of the school year.
3. **Personal Leave.** Up to three (3) personal days per year may be granted by the Superintendent, if first approved by the building principal, for the purpose of transacting or attending to medical, dental, legal, etc. matters impossible to transact during non-work hours. A written request for such leave will be given to the principal at least 48 hours prior to the requested leave or as soon as possible. Such a request will be treated as confidential personnel information. Leaves will not be unreasonably withheld. Personal days shall be taken in either half day or full day increments. Leaves will not be for the convenience of extending a three-day weekend, Thanksgiving Break, December Holiday Break, February Break, or April Break. At the end of the work year, unused personal days will be converted to sick leave days.
4. **Jury Service.** If an employee is required to serve as a grand or trial juror in a federal or state court during the school year, the Superintendent shall grant the employee a leave of absence with pay on the days on which

the employee serves as a juror on the condition that the employee turnover to the District any compensation he/she receives from the court for that service (exclusive of any travel allowance).

XI. SICK LEAVE AND SICK BANK (formerly “Absences and Sick Bank”)

1. Unit B members shall be entitled to fifteen (15) days of annual sick leave (accrued at the rate of one and one-half days per month from September through June, cumulative to a maximum of 200 days. Unit B members who accumulate sick days will expend them on a last-in, first-out basis. Unit B members will expend accumulated sick days for absences caused by personal illness, disability, or to comply with the quarantine regulations of any municipal or state health department.
2. The Superintendent reserves the right to require a Unit B member to provide verification by a physician of the member's illness, injury, or disability whenever the member's use of sick leave exceeds four (4) consecutive days or a total of ten (10) days in a contract year. Unit B members found to be abusing sick leave will be considered to have been absent excessively and subject to progressive discipline up to and including dismissal.
3. Unit B members shall be entitled to use earned sick leave entitlement for a “serious” illness of an immediate family member. The immediate family shall be considered to include husband, wife, life-partner, child, parent, brother, sister, grandparent, grandchild, and any other member of the member's immediate household with whom the Unit B member has a significant long-term relationship and who resided with the member before becoming ill. A Unit B member may use such leave when the Unit B member's attendance is required to care for a member of the immediate family who is seriously ill and when no person other than the Unit B member is available for such purposes. Upon returning to school, the Unit B member shall, at the principal's request, submit in writing to the principal the reason such attendance was required. Medical certification may be required by the superintendent. Serious illness, while not necessarily critical, is of urgent nature and not the casual or trivial type.
4. Effective July 1, 2017, all sick days previously donated to the Unit A Sick Bank by a Unit A member who then became a Unit B member will be withdrawn and redeposited into a newly formed Unit B Sick Bank. The new Unit B Sick Bank will be monetized as described below in (A) and (B):
 - A. For Unit A sick bank donations made during the period of FY2000 through FY2017 by a Unit A member who later became a member of Unit B or by a member who was always a member of Unit B, the monetary value of these donated days will be determined by multiplying each Unit B member's per diem rate of pay at the time the sick days were donated to the Unit A Sick Bank by the number of sick days donated at that time by the member.
 - B. For Unit A sick bank donations made prior to FY2000 by a Unit A member who later became a member of Unit B or by a member who was always a member of Unit B, the monetary value of these donated days will be determined by multiplying each donated day by the highest Unit A member's per diem rate of pay in FY2000 (\$298.50).
 - C. The monetized value of the newly created Unit B Sick Bank on June 30, 2017 is \$109,056. As of June 30, 2020, the monetized value of the Unit B Sick Bank is \$175,340.
5. Beginning on July 1, 2017, all sick days donated to the Unit B Sick Bank will be monetized based on the donating member's per diem rate of pay at the time the days are donated. All days granted to a member from the Unit B Sick Bank will be monetized at the per diem rate of pay of the member at the time the days are granted from the Unit B Sick Bank.
6. On an annual basis and within thirty days of the opening of school, two (2) days of a Unit B member's accumulated sick leave will automatically be donated to the Unit B Sick Bank, unless the member sends, in advance of the thirtieth day, a written notification to the Superintendent or his/her designee that he/she does not wish to make this 2-day donation. Contributions to the Sick Bank by new Unit B members who join must

be made as follows: The first day to be donated within thirty (30) days of the opening of school or the Unit B member's initial date of employment whichever is later and the second day to be donated after ninety (90) days of the opening of school or the Unit B member's initial date of employment, whichever is later. The Unit B sick bank can only be accessed by members who have contributed thereto. There is no upper limit to the number of accumulated sick days a Unit B member may donate to the Unit B Sick Bank in any given fiscal year. On July 1st of each calendar year the accumulated sick days of each Unit B member in excess of 200 will be automatically transferred from the individual member's accrual to the Unit B Sick Bank. Each such deposit will be monetized by multiplying the number of sick days in excess of 200 by the Unit B member's per diem rate of pay in the immediately preceding contractual year.

7. Unit B members shall receive up to \$675 for non-use of sick leave throughout a complete work year. For each sick day used during such work year, this amount will decrease by \$225. Donation of two (2) accumulated sick days to the Sick Bank does not count as utilization of sick leave for the purpose of this paragraph.
8. The initial grant of sick leave by the Unit B Sick Bank committee to an eligible member shall not exceed ten (10) days. Upon completion of the 10-day period, the period of entitlement may be extended by the sick bank committee upon demonstration of need by the applicant. A Unit B member's personal sick leave and personal days must be exhausted before the Unit B member may access the Unit B Sick Bank. All requests for withdrawal from the Unit B Sick Bank must be in writing with a physician's statement regarding the nature and approximate duration of the illness. No days may be withdrawn from the Unit B Sick Bank except for reason of personal illness of the Unit B member. During a fiscal year, no more than thirty (30) days may be granted from the Unit B Sick Bank to an individual Unit B member.
9. If the Unit B Sick Bank is depleted of available sick days, it shall be renewed by the contribution of one additional day of sick leave by each Unit B member covered by this agreement. Such an additional day will be deducted from the Unit B member's earned annual 15 days of sick leave. The sick bank committee shall determine the time when it becomes necessary to replenish the sick bank.
10. The Unit B Sick Bank will be administered by a committee consisting of 5 members: two from Unit B, the superintendent or designee, a building principal, and the Director of Human Resources for the Town of Mashpee. All decisions of this committee must be made by a majority of a quorum of the committee which must be present to act with the understanding that meetings will be scheduled at times amenable to all Unit B members. Decisions of the Sick Bank Committee are final and binding and are not subject to grievance and/or arbitration.
11. A Unit B member who has completed at least ten (10) full years of continuous service in the Mashpee school system will be paid 30 percent redemption value for all unused sick leave days upon the member's death or departure from the school system. Such payment will be computed on the basis of 30 percent of the amount derived from multiplying the number of unused accumulated sick days (not to exceed two hundred 200) by 1/215 of the Unit B member's current annual salary. Temporary or substitute work does not count toward the requirement of ten (10) full years of continuous service.
12. In the case of death, payment will be made to the Unit B member's estate within 90 days after proof of death is received by the superintendent. In the case of departure from the school system, payment will be made by June 30 of the fiscal year in which the departure takes effect if written notice of the Unit B member's departure (in the form of a resignation or statement of intent to retire) is received by the superintendent by April 15 of that fiscal year; if notice is received after April 15, payment will be made by September 15 of the following fiscal year.

XII. UNIT B MEMBER ASSAULT

1. Whenever an employee is absent from school as a result of personal injury caused by an assault and/or battery occurring in the course of his/her employment, he/she will be paid his/her full salary (less the

amount of any workers' compensation award made for temporary disability due to said injury). Such days of absence shall not be charged against the accumulated sick leave days of the employee.

2. In all such cases of leave, the Superintendent shall request a statement from the attending physician certifying as to the nature of this injury, disease, or illness and the inability of the employee to resume teaching duties.
3. Within 48 hours of said incident, the allegedly assaulted Unit B member may request a meeting with the building principal and a representative of the Association to discuss said incident, hopefully to the satisfaction of all parties involved.
4. All assaults (intentional or unintentional) on a staff member must be reported immediately to the building principal. At his/her discretion, the police will be notified.

XIII. UNIT B MEMBER EVALUATION and PERSONNEL FILE

1. All monitoring or observation of the work performance of an employee will be conducted openly. No public address or audio system or other device permitting monitoring or observation of work will be used without the full knowledge of the employee.
2. Each member of Unit B is evaluated in light of all evidence pertinent to the discharge of the member's professional responsibilities. He/She will be evaluated in accordance with the Massachusetts Educator Evaluation System as agreed to by the Mashpee Teachers' Association and the Mashpee School Committee. The Massachusetts Educator Evaluation System Administrator Rubric and/or Specialized Instructional Support Personnel (SISP) rubric will be used in evaluating a member of Unit B. The evaluation procedure is set forth in Appendix B.
3. Each member of Unit B has the right, upon one week's written notification, to review and copy the contents of his/her personnel file and is entitled to have an Association representative accompany him/her during the review. A central office staff member will be present during the review and/or copying of the member's personnel file. The Unit B member will also have the right to submit a written answer to any material in his/her personnel file.
4. Any complaint regarding the Unit B member shall be made to the member, to the principal, and to the superintendent, in that order. In the case of any complaint received by the principal, a Unit B member will be promptly notified of the complaint, the source of the complaint, and the disposition of the complaint. No material derogatory to a Unit B member's conduct, service, character, or personality will be placed in his/her personnel file unless the principal determines that the material is substantiated by fact, and unless the Unit B member has had an opportunity to review the material. (A principal's determination that material is substantiated by fact is subject to the grievance and arbitration provisions of this agreement, but any grievance alleging that material is not substantiated by fact must be submitted in writing at Level I of the grievance procedure within 10 days after the Unit B member knew or reasonably should have known that the material has been placed in his/her personnel file.) The Unit B member will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed, with the express understanding that such a signature in no way indicates agreement with the contents thereof. (The requirement that a Unit B member acknowledge that he/she has had the opportunity to review material before it is placed in the member's personnel file by affixing his/her signature to the copy to be filed does not apply to documents written to a Unit B member, but no document written to a Unit B member may be used at the basis for disciplinary action unless the document indicates on it that a copy of the document is to be placed in his/her personnel file.) The Unit B member will also have the right to submit a written answer to such material, and his/her answer shall be reviewed by the superintendent and attached to the file copy.

5. No Unit B member with professional status within Unit B will be discharged, disciplined, reprimanded, reduced in rank or compensation, except for inefficiency, incapacity, conduct unbecoming of a Unit B member, insubordination, or other good cause.

XIV. PROFESSIONAL DEVELOPMENT and INCREMENTS

As Unit B members in the Mashpee School system begin to accumulate credits beyond their Master's Degree, the following guidelines must be followed. Unit B members will be responsible for selection of courses in the proper fields and subject area in compliance with the guidelines. All courses and workshops prior to their beginning must be approved by the superintendent.

1. To be eligible to advance from one year to the next on the salary schedule, a Unit B member must work at least 100 days during the school year. The placement of a new Unit B member on the salary schedule is solely the determination of the superintendent and is not subject to the grievance and arbitration provisions of this Agreement. Credits for courses taken prior to employment will be mutually agreed upon by the employee and employer prior to the employee's start date.
2. All graduate courses successfully completed (achieving a grade of "B" or higher) shall qualify for salary column advancement. In advancing on the salary schedule no single course may be used more than once.
3. A Certificate in Advanced Graduate Studies (CAGS) must require completion of a minimum of 30 graduate credits to be recognized. Unit B members who have achieved a doctorate in a job-related field will be placed on the Doctorate column. All CAGS degrees earned by a Unit B member prior to July 1, 2017 will be recognized with placement on the CAGS column.
4. In order to move horizontally on the salary schedule at the beginning of the school year, a Unit B member must notify the superintendent of the anticipated column change in writing by the preceding December 1st.
5. For purposes of moving horizontally on the salary schedule, Unit B members may substitute professional development points (PDPs) for credits, subject to the following:
 - a. For this purpose, 60 PDPs in the Unit B member's content area will serve as one graduate credit
 - b. Work for which Unit B members intend to obtain PDPs for this purpose must obtain approval for the work from the superintendent in advance. The superintendent's decision is final and not subject to grievance or arbitration.
 - c. Unit B members will be responsible for keeping track of their own PDPs.
6. All courses taken for advancement on the salary schedule must either be courses offered by the school system, projects approved by the superintendent or his/her designee, or courses offered for graduate credit by an accredited college or university.
7. For any course to be applied for credit, an official transcript must be submitted to the office of the superintendent by September 30. Salary will be adjusted retroactively for the current contract year.
8. The Committee will include in its budget for each fiscal year during the term of this contract the sum of \$1,700 for each Unit B member to cover the expenses of any professional development including, but not limited to conferences, fees, or course reimbursement (tuition only).
9. Criteria for courses:
 - a. Courses must be approved by the Superintendent prior to their beginning
 - b. Courses must be for educational licensure, either additional areas or re-licensure
 - c. Courses must be passed with a grade of "B" or higher

- d. Courses must be offered by an accredited college or university.
- e. Each course must be taken for graduate credit.

10. The Committee will reimburse each Unit B member for up to \$400 dues paid for memberships in National and/or State professional organizations.

XV. VACANCIES AND TRANSFERS (NO CHANGE)

1. Any vacancy in a position covered by this agreement that occurs on or after August 25 of any year but before the following June 1 may be filled on a temporary basis and posted on or after June 1. Any vacancy in a position covered by this agreement that occurs on or after June 1 but before the following August 25, including any position previously filled on a temporary basis, will be adequately publicized by the superintendent by means of a notice placed on the bulletin boards in the school(s) in Mashpee for at least 10 days, a copy of which will also be sent to the Association president. The notice of vacancy will set forth the qualifications for the position, its duties, and the rate of compensation.

When the only applicants for a vacancy within the bargaining unit are members of the bargaining unit, the vacancy will be filled on consideration of the Unit B member's areas of competence, experience, major field of study, and quality of performance. When applicants include persons outside the bargaining unit and the qualifications of applicants are substantially equal, bargaining unit members will be given preference. In any grievance alleging a violation of this paragraph in the filling of a vacancy, the decision of the principal or the superintendent, as the case may be, may be overturned by an arbitrator only if the arbitrator determines that the principal or superintendent acted arbitrarily or unreasonably.

3. A Unit B member who applied for but was not chosen for a position may request a written explanation from the superintendent of schools.
4. In case of involuntary transfer, or when transfer becomes necessary because of a reduction in staff, Unit B membership shall be canvassed for a qualified volunteer before any directed transfer is made.
5. In the case of an involuntary transfer within a building or between buildings, the Unit B member shall have an opportunity to discuss the matter with the superintendent of schools within a two-week period following said notification.
6. Any Unit B member who desires to change school or assignment shall file a written statement of such desire with the superintendent of schools between September 1 and April 1 of each school year.

XVI. REDUCTION IN FORCE

In the event a reduction in staff occurs, such reduction shall be accomplished as follows:

1. The Committee and the superintendent shall make every effort to accomplish said reduction by attrition.
2. Unit B members with professional status shall have the right to replace a less senior member of Unit B for which he/she is licensed and qualified. The terms of Article XV, Section 1, Paragraph 2 shall apply to such right.
3. The reduction of Unit B members with professional status will be in inverse order of their seniority within areas of licensure.

Definition and Computation of Seniority

1. Seniority of licensed Unit B members is determined by length (in years, months, and days) of continuous service as a member of Unit B in the Mashpee Public Schools. (In the event of two or more Unit B members sharing a date of appointment, seniority between such will be determined by lottery.) The least senior person would lose his/her position if staffing is reduced in Unit B. If a Unit B position is eliminated and the Unit B member holding that position has or can obtain appropriate licensure within two years to fulfill the responsibilities of another position within Unit B, that member may bump a less senior member of Unit B. If appropriate licensure is not obtained within the two-year period, that person is terminated. If any Unit B position is eliminated or significantly restructured and that person has prior years of service as a member of Unit A, he/she may return to a position in Unit A based on seniority with the District and appropriate licensure. If a member of Unit B returns to Unit A and then, at a later date, returns to Unit B, prior years spent as a member of Unit B are not counted in terms of Unit B seniority.
2. Leaves of absence granted in accordance with the provisions of the Unit B member's contract shall not constitute an interruption in continuous service.

Guidelines for Recall

1. Unit B members who have been laid off will have recall rights for two years from the effective date of their respective layoff notification.
2. During the recall period, those Unit B members will be given preference for which they are qualified, as position openings occur, in the inverse order of layoff and all benefits to which a Unit B member was entitled will be reinstated upon re-employment within the recall period.
3. Written notice of recall will be sent to the Unit B members by registered mail at the member's last recorded address.
4. The Unit B member shall exercise the recall right within 15 calendar days after receipt of the notification.
5. During the year of layoff, the Unit B member is responsible for notifying the School Department of any change of address.
6. During the recall period, Unit B members will be allowed to continue their insurance coverage for a period of up to one year, subject to such rules and regulations as may be established by the town.
7. Employees who are laid off will be given written notification by May 15 or the conclusion of the May town meeting, whichever comes later, absent unusual circumstances.

XVII. LONGEVITY

Unit B members who have worked in the Mashpee school system for a number of continuous years will be awarded a bonus upon completing the school year according to the following schedule:

Effective July 1, 2020:

14-19 years of continuous years of service in Mashpee school system: \$1600

20 or more continuous years of service in Mashpee school system: \$2100

XVIII. COMPENSATION

Salaries for Unit B personnel are set forth in the appendix to this agreement.

1. Unit B employees will be paid bi-weekly in twenty-six (26) equal payments.
2. All Unit B compensation will be paid via direct deposit to an account specified by the employee.

3. The Committee will cooperate with the Association in working with fiscal officers of the town to see that Unit B members have the salary options to which they are entitled under state law (Massachusetts General Laws Chapter 71, Section 40).

XIX. INSURANCE

Unit B members may avail themselves of all group insurance benefits afforded to employees of the Town of Mashpee.

XX. SUBSTANCE ABUSE

Alcoholism and drug abuse are recognized by the parties to be treatable illnesses.

The Committee and the Association agree to cooperate in encouraging employees with drug or alcohol problems to participate in drug or alcohol abuse assistance or rehabilitation programs.

Without detracting from the existing rights and obligations of the parties recognized in other provisions of this contract, management and the union agree to cooperate in encouraging employees afflicted with alcoholism or drug abuse to undergo a program designed to rehabilitate the employee. If the employee fails to satisfactorily participate in that program, or if the employee's work performance, attendance, conduct, or reliability is impaired a second time by the use of drugs or alcohol, the Committee may use the normal disciplinary procedures for dealing with problem employees, including non-renewal, suspension, or dismissal. Sanctions against employees shall follow prescribed statutory and contractual procedures.

XXI. EARLY RETIREMENT

A Unit B member is eligible for the early retirement incentive program if he/she falls into one of the following categories as of the effective date of his/her retirement:

1. The Unit B member will be at least 55 years of age and will have completed at least 15 consecutive years of service with the Mashpee Public Schools; or
2. The Unit B member will not have attained 55 years of age but will have completed at least 30 consecutive years of service with the Mashpee Public Schools.

In addition, the Unit B member must submit a written request to participate in the early retirement incentive program to the superintendent's office by January 1 of the Fiscal Year prior to the effective date of retirement; i.e. by January 1, 2020 for the 2021 retirement date. This notice will allow the School Committee to include sufficient funds in its annual budget to cover the cost of the early retirement incentive program in each year of the contract.

The amount of the early retirement incentive will depend on the Unit B member's age and years of service as shown in the following table.

<u>Age</u>	<u>15 Years Service in Mashpee</u>	<u>20 Years Service in Mashpee</u>
55	\$15,000	\$17,000
56	\$14,000	\$16,000
57	\$13,000	\$15,000
58	\$12,000	\$14,000
59	\$11,000	\$13,000
60	\$10,000	\$12,000
61	\$ 9,000	\$11,000
62	\$ 8,000	\$10,000
63	\$ 7,000	\$ 9,000
64	\$ 6,000	\$ 8,000

XXII. SABBATICAL LEAVE

1. A sabbatical leave of no more than one year may be granted under the following conditions:
 - a. Seven years of unbroken service with the Mashpee school system.
 - b. An application is made and acceptable proof is submitted to the superintendent before December first of the school year prior to the year of the sabbatical leave, that the applicant would in fact use such leave for self-improvement and organized duty designed to provide greater educational opportunities for our students and educators and to enrich his or her leadership capacity.
 - c. The number of Unit B members considered for sabbatical leave shall not exceed one member per school in the year for which application is made.
 - d. Payment to a Unit B member on sabbatical leave shall be 50 percent of the base salary for which he or she would qualify if he or she had remained as a member of Unit B.
 - e. Applications for sabbatical leave will be acted on by the superintendent of schools.
 - f. Applicants for a sabbatical leave shall specifically signify in writing that they have read and are familiar with and will comply with the applicable provisions of Section 41A of Chapter 71 of the General Laws of Massachusetts and their compliance therewith.
 - g. Contractual benefits shall accrue as if the Unit B member had remained working within the Mashpee school system.
 - h. The sabbatical year does not count as a year of service in the Mashpee Public Schools.
2. Upon return from sabbatical leave, all benefits to which a Unit B member was entitled shall be restored to him/her, including advancement on the salary schedule.
3. The superintendent may at his/her discretion terminate for just cause any sabbatical leave he/she has granted (e.g., behavior contrary to the provisions of the sabbatical agreement).
4. If the applicant does not complete the sabbatical leave as approved, the applicant will reimburse the town for all monies paid to the employee after the approved sabbatical leave activities ended.
5. The superintendent's decision to grant or deny an application for sabbatical leave will not be subject to the grievance procedure.

Refer to the Appendix C for sabbatical leave request form.

XXIII. Unit B Member Information and Access

The Employer shall provide a list, once per school year and upon written request, to the Association of all bargaining unit members. The list shall include each unit member's name, job title/assignment, work site location, home address, work telephone number, home and/or personal cell phone number, work email address, and personal email address (if maintained by the District).

**AGREEMENT
BETWEEN
THE MASHPEE SCHOOL COMMITTEE
AND
THE MASHPEE TEACHERS ASSOCIATION—UNIT B
FY 21 - FY 23
(Pages 1 – 21)**

SIGNATURES

Mashpee School Committee

DocuSigned by:

George Schmidt

George Schmidt, Chair

DocuSigned by:

Nicole Bartlett

Nicole Bartlett--Vice-Chair

DocuSigned by:

Don Myers

Don Myers, Secretary

DocuSigned by:

Geoff Gorman

Geoff Gorman

DocuSigned by:

Cathy Lewis

Cathy Lewis

DATE: 7/9/2020

Mashpee Teachers Association—Unit B

DocuSigned by:

Matthew Triveri

Matthew Triveri, Unit B Negotiations Chair

DocuSigned by:

Mary Stickley

Mary Stickley, MTA President

DATE: 7/10/2020

APPENDIX A Unit B Salary Schedule

A: Salary Schedule for Unit B Members as of July 1, 2017

(Based on 215 work days)

YEAR	MASTERS (M)	MASTERS +45 (M +45)	CAGS or 2 Masters	Doctorate
2020 - 2021 (2.25%)	\$98,577	\$107,720	\$110,955	\$112,619
2021 - 2022 (2.0%)	\$100,549	\$109,874	\$113,174	\$114,871
2022 - 2023 (2.0%)	\$102,560	\$112,071	\$115,438	\$117,168

The Mashpee Middle-High School Dean(s), the Director of Counseling/College & Career Readiness, and the Director of Career and Technical Education will receive an additional annual stipend of \$5,700 in recognition of their attendance being required at the many school events that take place outside of the regular school day. The Athletic Director will receive an additional annual stipend of \$3,600 in recognition of his/her attendance being required at the many non-athletic school events that take place outside of the regular school day.

B. Salary Schedule for Members of Unit B appointed after July 1, 2017

(Based on 215 work days)

YEAR	MASTERS (M)	MASTERS +45 (M +45)	CAGS or 2 Masters	Doctorate
2020 - 2021 (2.25%)	\$88,745 - \$107,199	\$96,446 - \$113,420	\$99,171 - \$116,655	\$100,573 - \$118,319
2021 - 2022 (2%)	\$90,406 - \$109,228	\$98,261 - \$115,574	\$101,040 - \$118,874	\$102,470 - \$120,571
2022 - 2023 (2%)	\$92,100 - \$111,299	\$100,112 - \$117,771	\$102,947 - \$121,138	\$104,405 - \$122,868

Initial placement on the salary schedule for Unit B members appointed after July 1, 2017, will be determined by the building principal and the superintendent and will be based on education level and prior related experience.

C. If a MMHS Department Head holds a DESE license as an administrator and/or Director, he/she will be a member of Unit B. He/She will be compensated for 184 days per Appendix A of the Unit A contract (Step and Column based on length of service and level of education). He/she may work an additional five (5) days with prior approval of the building principal. Compensation for these additional days will be at the Department Head's per diem rate of pay. The MMHS Department Head is also entitled to the Curriculum Chairperson stipend listed in the Unit A contract.

APPENDIX B

Sabbatical Leave Request Form

If a Unit B member desires sabbatical leave and qualifies under Article XXIII, this form must be completed and approved by the superintendent before December 1 of the school year before the year of the sabbatical leave.

1. Purpose of sabbatical leave

2. How will this leave enrich your leadership capacity?

3. List (include dates and location) activities you will be involved in during your sabbatical leave.

4. Dates of leave: From _____ To _____

I certify that I will be actively engaged in the activities listed in items 1, 2, 3 and 4. Should circumstances change, I will notify the superintendent immediately for additional approval.

I understand that if I do not complete the sabbatical leave as approved, I will reimburse the town for all monies paid after the approved activities ended.

Pursuant to Massachusetts General laws chapter 71, section 41A, I agree that upon termination of my sabbatical leave, I will return to the service of the Mashpee Public Schools for a period equal to twice the length of my sabbatical leave and that, in default of completing that service, I will refund to the town an amount equal to such proportion of salary received by me while on sabbatical leave as the amount of service not actually rendered as agreed bears to the whole amount of service agree to be rendered.

Approved by:

Submitted by:

Superintendent

Unit B Member

Date

Date

APPENDIX C

EDUCATOR EVALUATION AGREEMENT

See Appendix G in FY 21 - FY 23 Unit A Contract