AGREEMENT

BETWEEN

MASHPEE SCHOOL COMMITTEE

AND

MASHPEE TEACHERS ASSOCIATION

2016-2019

(EDUCATIONAL SUPPORT PROFESSIONALS)

UNIT C
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Preamble

Recognizing that our primary purpose is to provide education of the highest possible quality for the children of Mashpee and that good morale within the 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 are 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 work force consistent with the needs of the School Department and the terms of this Agreement.

3. The staff of the Mashpee Public Schools has the responsibility for providing appropriate and necessary support to enable the Schools to provide education 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 Unit C of the Mashpee Teachers' Association. Where reasonably possible, these meetings will be held within ten (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 and with the Superintendent before discussion occurs with the Committee.
Article 1. Recognition

Section 1.1. For the purpose of collective bargaining with respect to wages, hours, and conditions of employment, the Mashpee School Committee (hereafter referred to as “the Committee”) recognizes the Mashpee Teacher’s Association (hereafter referred to as “the Association”) as the exclusive bargaining agent and representative of the following job classifications:

(a) Paraprofessional

(b) Administrative assistant, which includes the positions of assistant principal’s secretary, guidance secretary and office secretary;

(c) Executive administrative assistant, which includes the positions of principal’s secretary and special education administrator’s secretary; and

(d) Office support personnel, which includes the positions of clerical assistant, data entry clerk, receptionist, attendance clerk, and copy room clerk; but excluding the superintendent’s secretaries and bookkeepers and all other employees.

Section 1.2. For purposes of definition, the word “employee(s)” as used in this Agreement, refers to persons employed in Unit C positions as specified in Section 1.1.

Section 1.3. In the event the Committee engages in a study of the pay and classification plan for Unit positions, it will provide the Association with notice of such study and provide the Association with the opportunity for input into such study.

Article 2. Association Dues

Section 2.1. 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.

Section 2.2. The association treasurer shall certify to the Town Treasurer not later than September 15 of each year, the specific amount of Association dues for the current year.

Section 2.3. 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.
Section 2.4. 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.

Section 2.5 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.

Article 3. Rights and Responsibilities

Section 3.1. Non-Discrimination. As exclusive bargaining representative, the Association shall, as required by law, continue its policy of accepting into voluntary membership all eligible persons in the bargaining unit described in Article I without regard to race, creed, religion, color, national origin, sex, sexual orientation, age, handicap or marital status. The Association shall represent equally all persons without regard to membership or participation in the Association. As required by law, the Committee shall continue its policy of not discriminating against any person on the basis of race, creed, color, national origin, sex, sexual orientation, age, handicap, marital status, or membership or participation in the Association.

Section 3.2. Protection. Employee shall report all cases of assault upon employees acting in the line of duty to his/her immediate supervisor and/or principal. The immediate supervisor and/or principal and the employee shall conduct an investigation of each incident of alleged assault upon an employee acting in the line of duty. (The Superintendent shall comply with any reasonable request from an employee for relevant information in the Committee’s possession, not privileged under law, concerning the person or persons allegedly involved in an assault upon the employee.)

Section 3.3. Civil Rights. The personal and private life of an employee is not within the appropriate concern of the Committee, except as it may interfere with the employee’s responsibility to and relationships with students and the school system. Employees are entitled to the full rights and privileges of citizenship, and no religious or political activities of any employee, or lack of such activities, is grounds for any disciplines or discrimination with respect to the employment of the employee, if those activities do not take place during association with students in a professional capacity.

Section 3.4. School Facilities. The School Committee agrees to make available facilities that provide a safe and healthy work environment.

Section 3.5. Workers Compensation. As required by G.L. c. 152, § 69, each employee will be covered by workers compensation for any absences during an employee’s work year occasioned by injury arising out of the course of his or her employment.
Article 4. Evaluations

Section 4.1. 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.

Section 4.2. Each employee's performance is evaluated in light of all evidence pertinent to the discharge of the employee's professional responsibilities. The administration shall give a copy of each formal, written evaluation report to the employee evaluated within ten (10) school days after the report is completed. The employee has a right to discuss the report with the person conducting the evaluation. The employee is also required to sign the report, but his signature in no way indicates agreement with the contents which will be placed in the employee's personnel file. The employee may write a rebuttal to any statements that conflict with his opinions, and the administration shall place the rebuttal in the employee's file. The evaluation procedure is set forth in Appendix B.

Section 4.3. Each employee has the right, upon written notification, to review the contents of his/her personnel file and is entitled to have an Association representative accompany him/her during the review. Any complaint regarding an employee will be called promptly to the attention of the employee. No derogatory material to an employee's conduct, service, character, or personality will be placed in his/her personnel file unless an administrator determines that the material is substantiated by fact, and unless the employee has had an opportunity to review the material. The Association recognizes the authority and responsibility of the Committee and the administration to discipline and reprimand an employee for delinquency in professional performance. An employee may request to schedule a conference, accompanied by an Association representative, to refute the disciplinary or reprimand action taken by the administration above the level of the immediate supervisor.

Article 5. Seniority

Section 5.1. Seniority is based upon an employee's length of service. As used in this Agreement, the term "service" means total, continuous service (in years, months, and days) in the Mashpee school system and includes authorized paid leaves of absence of any length and authorized unpaid leaves of absence of up to eight weeks but not the portion of an authorized unpaid leave of absence in excess of eight consecutive weeks and not temporary or substitute service. Should an employee transfer from one classification to another, his/her seniority is transferable.

Part-time personnel: In the case of employees who are working less than 100%, their length of service status for the part-time period will be determined by multiplying the percentage of time worked against the total time period involved, e.g. employees employed for forty percent (40%) of the school day or school year for a total of ten (10) years (40% x 10) will be credited with four (4) years seniority plus seniority for any full-time employment.
Section 5.2. The Committee shall prepare seniority lists by job classification indicating the
dates of which all employees started work in the school system on a permanent basis (including
the time period as a probationary employee) and shall supply the list to the Association by
October 1 of each year. The Committee shall keep the seniority lists current.

In addition, prior to September 1 of each year, the employer shall provide each employee with a
verification of employment letter (to be returned to the Central Office) on which is included the
employee’s contracted hours, and hourly rate of pay. Employees will be informed of their
standard deductions, accumulated sick leave time, personal leave time, and vacation time, where
applicable, on their pay stubs.

Article 6. Reduction in Force

Section 6.1. The Committee retains the right to determine the number of Unit C positions
which are needed. In the event that the Committee should decide to reduce the number of
positions in any of the job classifications covered by this Article, the following procedures will
be followed. These procedures apply only to those individuals who from date of appointment
have eighteen months or more of continuous service within their current job classification. For
those individuals who have less than eighteen months of continuous service within their current
job classification, the order of layoff shall be at the discretion of the School Committee.

Section 6.2. Layoff Procedure. For purposes of layoffs, each of the job classifications will
be separate and distinct. The job classifications for these purposes are as follows: Office Support
Personnel, Administrative Assistant, Executive Administrative Assistant, and Paraprofessional.
Within classifications, as outlined above, employees with less than eighteen months of
continuous service will be laid off first. In determining the order in which employees with more
than eighteen months of service are to be laid off, seniority of the employees will be the
determining factor. In the event of two or more employees sharing a date of appointment,
seniority between such will be determined by lottery. The lottery will be conducted by a Unit C
representative, the Association president, and the Superintendent or his/her designee. Unit C
members being impacted may be present. The lottery will be held on a day and time mutually
agreed upon by the Superintendent and the Association president.

Employees within the classifications of Executive Administrative Assistant, Administrative
Assistant, and Office Support Personnel with more than eighteen months of continuous service
who are to be laid off may take the position (bump) of a less senior employee within the same or
lower classification provided that s/he possesses the necessary qualifications as outlined in the
approved existing job description for that position or can obtain such qualifications by the
effective date of the layoff.

Employees within the Paraprofessional classification with more than eighteen months of
continuous service who are to be laid off may take the position (bump) of a less senior employee
within the same classification provided that s/he possesses the necessary qualifications as
outlined in the approved existing job description for that position or can obtain such
qualifications by the effective date of the layoff.

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Any Unit C employee who bumps into another position pursuant to the above provisions will maintain their step placement on the salary schedule.

Section 6.3. Recall Procedure. Employees laid off under this Article who have completed more than eighteen consecutive months of service within their job classification will be eligible for recall within their particular classification in inverse order of their layoff for a period of twelve (12) months from the effective date of their layoff. If such employee has provided a current mailing address to the Superintendent, the Superintendent shall notify the employee concerning any open positions in the system within the employee’s former job classification, and such employee shall be given preference in the filling of such positions. Failure to accept such an offer within ten days of notification will result in the forfeiture of all recall rights; similarly, if the Superintendent, after exerting due diligence, is unable to contact the individual within a ten-day period, this too will result in the forfeiture of all recall rights by that individual.

Section 6.4. Termination and Probation. No employee who has completed an eighteen month probation period will be disciplined, reprimanded, reduced in compensation or terminated without just cause provided further that the dismissal of a probationary employee shall not be subject to arbitration under this Agreement.

Article 7. Work Year and Work Day

Section 7.1. Employees will have the work year and work days shown in the following table. Employees shall be notified by August 1 of their building assignment for the next year.

Paraprofessionals may leave after the buses on Fridays and after the buses the day before vacations and holidays. In exchange, they will remain after school for a staff meeting up to one hour one Monday per month as requested by the Principal. All efforts will be made to have Unit C information presented first.

Notice of non-reappointment will be given by June 15th of each year. Employees who are not notified by June 15th that they are not rehired for the next school year shall have the expectation of continued employment for said school year.

<table>
<thead>
<tr>
<th>Classification</th>
<th>Work Year</th>
<th>Paid Work Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>Paraprofessional</td>
<td>181 days</td>
<td>6 hours, 40 minutes (6.67 hours)</td>
</tr>
<tr>
<td>Executive Administrative Assistant*</td>
<td>260, 261 or 262 days*</td>
<td>7.5 hours</td>
</tr>
<tr>
<td>Administrative Assistant</td>
<td>190 days</td>
<td>7.5 hours</td>
</tr>
<tr>
<td>Office Support Personnel</td>
<td>190 days</td>
<td>6.5 hours</td>
</tr>
</tbody>
</table>

*based on the calendar year

1 For each administrative assistant, the 10 non-school days to be worked as part of the assistant’s 190-day work year will be assigned by his/her administrator by August 1 of each year.
The work year for administrative assistants may include up to five additional days, as needed, as determined by the building principal or administrator. All Unit C personnel will have a one-half (1/2) hour duty free unpaid lunch. Employees may leave the buildings during their lunch breaks with notice to the building principal or front office.

Section 7.2. Supervisors shall schedule the flow of work in such a manner as to allow all employees one fifteen (15) minute duty free break per day, which shall be part of the normal work day.

Section 7.3. Overtime. It is expected that all administrative and clerical employees will be able to complete their work without working in excess of their regular work day. If an assignment requires work in excess of 40 hours per week, such overtime work must be authorized by the Department Head prior to work. Administrative and clerical employees shall be paid straight time for hours worked up to and including 40 in the work week and will be paid one and one-half times their regular hourly rate for hours worked beyond 40 in the work week.

Section 7.4.

(a) Any employee who is asked by his or her supervisor to work beyond the hours specified in Table 1 for his or her position will be paid for the additional time.

(b) Executive administrative assistants will report to work when schools are closed on account of weather (or take personal or vacation days) unless the governor declares an emergency or the superintendent directs them not to report. Employees will receive a full day’s pay whenever a school opening is delayed.

(c) Executive Administrative Assistants may take up to three consecutive vacation days when school is in session with the approval of the principal/supervisor and the Superintendent. Approval will not be unreasonably withheld. Additional vacation days may be granted by the Superintendent or his/her designee if approved by the principal/supervisor.

Section 7.5. Professional Development. Unit C members may request approval for a paid professional development day to attend a workshop or conference, subject to the approval of the building principal and the Superintendent.

Unit C members will be permitted to participate in district professional development offerings and graduate level courses providing there is space available after professional staff registration. School employees should have priority for open spaces.

Professional development days for paraprofessionals will be as follows: On all half days when paraprofessionals are expected to be present, they will participate in professional development as determined by their building principal.
Article 8. Management Rights

Except as otherwise provided in this Agreement, the Committee and the Superintendent retain all powers, rights, duties and authority which they had prior to entering into the Agreement. Such rights include, but are not limited to, the following:

(a) to establish policy;
(b) to establish the standards and qualifications for hire and promotion;
(c) to determine the size of the work force consistent with the needs of the School Department; and the terms of this Agreement.

Article 9. Leaves of Absence - General Provisions

Section 9.1. 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 leave was granted. However, the Superintendent retains the right to return an employee to a similar position in a different location.

Section 9.2. Notice of Return From Certain Leaves. Any employees on maternity 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 Committee in writing of his intention to return from such leave or shall request in writing renewal of such leave no later than March 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 Committee 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 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 was required to have complied with the notification requirement and for which he is qualified.

Section 9.3. 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 Committee’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 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 or her.

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

Section 9.4. Discretionary Extension of Leaves. The Committee may extend leaves of absence. If the Committee declines to grant an employee child care leave, Association leave, or any other leave without pay, the Committee shall give the employee a statement of the reasons for its declination.
Article 10. Unpaid Leaves of Absence

Section 10.1. Association Leave. The Committee 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 Committee 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 Committee 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).

Section 10.2. Maternity Leave. Any female employee who is pregnant is entitled to a leave of absence without pay (called “maternity leave”) for the purpose of giving birth if she gives at least 60 days’ written notice of her expected departure date to the Superintendent. The 60 days’ notice requirement does not apply in the case of an emergency caused by the pregnancy. For the health of our female employees, the Superintendent shall be notified of the pregnancy as soon as the employee is knowledgeable of this fact.

Maternity leave terminates one year after the date of which the employee begins maternity leave, except that (i) the Committee may require the employee to defer her return to work until the beginning of the next school semester or school year, whichever the Committee elects, following the expiration of maternity leave, and (ii) maternity leave may terminate sooner than one year after the date on which the employee begins maternity leave on agreement between the employee and the Committee.

If an employee is unable to return to work at the end of one year due to extenuating medical circumstances, the Committee will consider an extension of maternity leave upon receipt of a written evaluation by the employee’s attending physician.

The eight (8) week leave provisions required by G.L. c. 149, § 105D shall be a part of the one-year leave of absence referenced in this section and said statutory provisions shall also apply to leave for adoptive children under Section 10.3.

Section 10.3. Child Care Leave. The Committee may grant a leave of absence without pay (called “child care leave”) to any employee for the purpose of caring for the employee’s natural or adoptive child.

Any employee seeking child care leave shall apply in writing to the Superintendent at least 30 days before the date on which the employee seeks to begin the child care leave.

Child care leave terminates one year after the date of which the employee begins child care leave, except that (i) the Committee may require the employee to defer return to work until the beginning of the next school semester or school year, whichever the Committee elects, following the expiration of this leave, and (ii) child care leave may terminate sooner than one year after the date on which the employee begins child care leave.
Section 10.4. 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.

Section 10.5. 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, 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, except that the Committee may require the employee to defer his return to work until the beginning of the semester immediately following the end of the emergency. The Committee may require verification of the emergency by a physician from time to time during the duration of the emergency leave.

Section 10.6. Other Leaves. The Superintendent may grant any employee a one-week leave of absence without pay for personal reasons and the Committee may grant other leaves of absence without pay to employees at the exclusive discretion of the Committee. Decisions on all discretionary leaves are final and not subject to the grievance or arbitration provisions of this Agreement.

Section 10.7. 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.

Article 11. Paid Leaves of Absence

Section 11.1. Bereavement Leave. Five days will be granted in addition to sick leave for death in the immediate family of the employee 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.

Section 11.2 Reserve Duty. The Committee 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 option, request the commanding officer of any employee who applies for leave of absence for reserve duty to defer the employee’s reserve duty until the completion of the school year.
Section 11.3. 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. 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 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 Thanksgiving Break, December Holiday Break, February Break, or April Break. At the end of the school year, unused personal days will be converted to sick leave days.

Section 11.4. 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 Committee 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 turn over to the District any compensation he receives from the court for that service (exclusive of any travel allowance). If the employee is notified he is not needed for jury duty or is released from jury service prior to 11:00 a.m., he shall report for work to be compensated for the day.

Section 11.5. Vacations. Twelve (12) month employees (executive administrative assistants) shall receive the vacation benefit set forth in the following table.

<table>
<thead>
<tr>
<th>Length of Service</th>
<th>Accrual Per Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>6 months–1 year</td>
<td>½ day/month</td>
</tr>
<tr>
<td>1–3 years</td>
<td>1 day/month</td>
</tr>
<tr>
<td>4–10 years</td>
<td>1½ days/month</td>
</tr>
<tr>
<td>10 + years</td>
<td>2 days/month</td>
</tr>
</tbody>
</table>

A Unit C member who transfers to a position within the School District outside the Unit shall retain his/her earned vacation days provided that the member’s new position is one which enjoys vacation benefits. Otherwise, the member will be paid for his/her accrued but unused vacation days as of the effective date of transfer. Members who are separated from employment, whether voluntary or involuntary, and who have accrued unused vacation days shall be paid for said days at the time of separation.

Section 11.6. Holidays. Executive administrative assistants shall be paid for the following holidays:

- New Year’s Day
- Martin Luther King Day
- Presidents’ Day
- Patriots’ Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans’ Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

Executive Administrative assistants add to their holidays: The Day before Christmas when it falls or is celebrated on a normal workday, provided school is not in session.

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Article 12. Grievance Procedure

Section 12.1. 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.

Section 12.2. Time Limits. All time limits herein shall consist of school days. The time limits indicated hereunder are the maxima and any grievance not filed or advanced within the time limits specified shall be deemed waived and abandoned.

Section 12.3. Grievance Steps. Level One: An employee with a grievance will first present it in writing to his principal or immediate supervisor 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 employee or the Association may present the grievance in writing to the Superintendent within ten (10) days of receipt of the immediate supervisor’s or 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 within ten (10) days of receipt of the Superintendent’s answer or date on which said answer is due, whichever occurs first. The Committee will have a meeting, with the grievant and/or the Association, within ten (10) days of receiving the written complaint. 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. Referral to arbitration shall be accomplished by filing a demand with the AAA, copy to the Committee, within the ten (10) days specified.

Section 12.4. 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.
Section 12.5. The Committee acknowledges the right of the Association to participate without penalty in the processing of any grievance at any level. 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.

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.

Article 13. Miscellaneous

Section 13.1. Savings Clause. If any provision of this Agreement is found by a court of competent jurisdiction to be contrary to law, then that provision is deemed invalid except to the extent permitted by law, but all other provisions continue in full force and effect.

Section 13.2. Notices and Announcements.

(a) The Committee shall make all official circulars and a copy of school programs available to all employees. The Committee shall furnish a copy of its rules to the president of the Association.

(b) Within 30 days of the beginning of the school year and on reasonable request, the Administration shall make available to each employee information on his accumulated sick leave.

(c) The Committee shall furnish a list of employees’ names and addresses to the treasurer of the Association and furnish him with an addendum to that list whenever necessary. The Committee shall make a directory of personnel available to all employees.

(d) The Committee shall make the school calendar, listing holidays and pay days, available to each employee at the beginning of the school year.

Section 13.3. Transporting Students. Employees are not required to transport students in employees’ vehicles.

Section 13.4. Printing of Agreement.

The Committee will post a copy of this Agreement to 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 the contract is posted on a web-based location.

Section 13.5. Off-Campus Duties. The Committee shall pay each employee his/her daily pay if it requires him/her to attend conferences, institutes, or other off-campus functions.
Article 14. - Tuition Reimbursement

The Committee shall reimburse employees for tuition for courses taken by them to improve their ability to perform the duties of their positions at school, subject to the following conditions:

(a) The maximum reimbursement by the Committee for any employee is three hundred and dollars ($300) each school year.

(b) Courses taken to meet state certification or approval requirements for the position in which the employee is employed do not qualify for tuition reimbursement.

(c) To qualify for tuition reimbursement, courses must be conducted by accredited colleges or universities or by accredited professional training schools approved by the Committee.

(d) To qualify for tuition reimbursement, courses outside must be approved in writing in advance by the Superintendent.

(e) The Committee shall make reimbursement after the employee submits evidence of satisfactory completion of each course. To be eligible for reimbursement, the employee must still be employed by the Committee when he submits evidence of course completion.

(f) Course reimbursements are not available to employees who are on a leave of absence without pay.

Article 15. Compensation

Section 15.1. The salary schedule is listed in Appendix A. All monies are retroactive to July 1, 2016.

Section 15.2. Bi-Weekly Pay. Employees shall receive their first paycheck within two weeks of starting work each contract year. Members shall be paid as salaried employees in twenty-one (21) or twenty-five (25) equal installments plus an additional paycheck covering the beginning of the school year until the first regular paycheck is cut. In the event an employee works additional hours, whether at straight, substitute, or overtime rates, the employee shall submit such hours for payment within the week.

Executive Administrative Assistants shall be paid in twenty-six (26) equal installments.

Section 15.3 Retirement Stipend – Any member of Unit C who has completed at least thirty (30) years of service as a member of Unit C shall receive a two hundred fifty dollar ($250.00) stipend in his/her year of retirement. This stipend shall be paid in June of the employee’s retirement year.

Section 15.4. Substitute Pay. Employees will receive substitute pay at their regular per diem rate plus fifteen dollars ($15.00) an hour with a maximum of thirty dollars ($30) a day when assigned as a classroom substitute.
If a paraprofessional performs as a long term substitute teacher, on the eleventh day of acting as such, he/she shall receive long term teacher substitute pay and he/she will retain his/her seniority and all other standings in Unit C. The paraprofessional will receive his/her regular rate of pay plus an additional $30/day or $125/day, whichever is greater.

When a paraprofessional or a secretary is absent, best efforts will be made to obtain a substitute for the position.

Section 15.5. Temporary Work in Higher Classification. An employee who is temporarily assigned to work in a higher classification within this unit will be paid at the employee’s regular rate of pay plus thirty ($30) per day.

Section 15.6. Transfer to Higher Classification. If an employee transfers to a higher classification, the superintendent will determine the step of the salary schedule on which the employee will be placed, but in no case will an employee’s hourly rate of pay be reduced as a result of the transfer.

Section 15.7. Specialized Paraprofessional Differential.

1. A flat rate differential will be paid to paraprofessionals as described in #2 below.

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<tr>
<th>Year</th>
<th>Differential Amount</th>
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<tr>
<td>2016-2017</td>
<td>$2,500</td>
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<tr>
<td>2.75%</td>
<td>2.75%</td>
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</table>

A. The differential will be paid in the last paycheck of the school year.
B. The differential will be adjusted to reflect actual days worked by the paraprofessional during the student’s school year. (180 days)
C. The differential will be ended as of the date the student is no longer attending the school either temporarily or permanently. (Temporarily is five (5) consecutive school days or more.)
D. The differential will be ended if the paraprofessional’s assignment is changed to a role that no longer is eligible to receive the differential.

2. Paraprofessionals assigned as follows will be eligible to be considered for the differential pay (case by case basis):
   A. Paraprofessionals assigned to work with a K-12 student where toileting is required because of the student’s disability.
   B. Paraprofessionals subject to daily exposure to a student’s bodily fluids which are specific to a medical diagnosis.
   C. CPI trained paraprofessionals assigned to work with a student who has an established pattern of aggressive behavior that poses a threat to self or to others where intervention may be needed.

*All medical procedures which require skilled nursing care will be the responsibility of the school nurse. Example: student who has a feeding tube and all issues related thereto.
3. Paraprofessionals who are assigned by a building administrator to take over any of the above roles of another paraprofessional will be paid a stipend of fifteen ($15.00) per day. The stipend will be paid as earned and will be reflected in the paraprofessional’s paycheck.

4. The superintendent will expeditiously resolve any disputes over a paraprofessional’s eligibility for this differential considering, amongst other factors, the assigned student’s educational plan.

5. The superintendent will make an effort to notify eligible paraprofessionals before the start of the school year.

6. Paraprofessionals eligible to receive the stipend may be assigned on an annual basis up to sixteen (16) paid hours for required training or meetings based on assignment, outside of the work day but during the work week. Examples include training in CPI, CPR, first aid, and special services depending on student needs. Meetings may include parent or staff meetings.

Section 15.8 Placement on the Salary Schedule. Past experience may be recognized by placing a person on the appropriate step of the salary schedule according to the person’s years of experience.

Article 16. Sick Leave and Bank

Section 16.1. Accrual. Each employee is entitled to an annual leave of absence with pay (called “sick leave”) for absence caused by illness or disability. Sick leave shall be accrued at the rate of 1.3 days per month, not to exceed 16 paid sick days per year.

Section 16.2. Accumulation. Sick leave not used in the year of service for which it is granted accumulates from year to year to the maximum amounts set forth in the following table for use by the employee for absence caused by illness or disability. Current sick leave must be expended before the use of sick leave accumulated in prior years.

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<thead>
<tr>
<th>Category</th>
<th>Maximum Accumulated Days</th>
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<tr>
<td>For Paraprofessionals</td>
<td>181 days</td>
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<tr>
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<td>(184 days if the days in excess of 181 are accumulated solely due to conversion of an employee’s unused personal days under Section 11.3)</td>
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<tr>
<td>For Executive Admin. Assistants</td>
<td>260, 261, or 262 days</td>
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<td>(263 days if the days in excess of 260 are accumulated solely due to conversion of an employee’s unused personal days under Section 11.3)</td>
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<td>For Administrative Assistants and Office Support Personnel</td>
<td>190 days</td>
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<td>(193 days if the days in excess of 190 are accumulated solely due to conversion of an employee’s unused personal days under Section 11.3)</td>
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</table>
Section 16.3. Use and Proof of Illness. An employee may use sick leave for personal illness, disability, or to comply with the quarantine regulations of any municipal or state health department.

(a) An employee is considered ill or disabled if he is physically unable to perform any and every duty pertaining to his employment.

(b) Sick leave is not available for illness or disability due to intentionally self-inflicted injuries or participation in the commission of a felony, nor is it available for illness or disability due to drug addiction or alcoholism, except (i) during confinement in a hospital or other institution specializing in such disabilities, and (ii) immediately following such confinement for a period of not more than 20 working days, if accumulated.

(c) In cases where excessive absenteeism because of claimed illness occurs, or in cases of absences of three (3) or more consecutive work days, the Committee reserves the right to require the employee to submit satisfactory proof of illness or disability and such subsequent proof of its continuation as may reasonably be required.

(d) An employee may be granted up to five (5) days leave from accumulated sick leave for serious illness in the family providing such leave is approved by the Superintendent or his/her designee.

Section 16.4. Sick Bank. Full-time employees shall donate two (2) workdays of their accumulated sick leave each year, and part-time employees shall donate two (2) workdays of their accumulated sick leave each year to a “Sick Bank” for employees in need of additional sick leave for emergency reasons of ill health. The “Sick Bank” will be cumulative in design. The “Sick Bank” shall be administered by a committee consisting of seven members: four from the Association, one Committee member, the Superintendent, and the building Principal. All decisions of this committee must be made by a majority of the members and will be final and binding and not subject to grievance and arbitration. Sick bank members must be present to vote. A quorum must be present to take action on a sick bank request.

The initial grant of sick leave by the “Sick Bank” Committee to an eligible employee shall not exceed ten (10) days. Upon completion of the ten (10) day period, the period of entitlement may be extended by the “Sick Bank” Committee upon demonstration of need by the applicant again, in increments of not more than thirty (30) days.

All requests for withdrawal from the “Sick Bank” must be in writing with a physician’s statement regarding the nature and approximate duration of the illness. All personal days must be used before sick bank time is used.

No days may be withdrawn from the “Sick Bank” except for reason of personal illness of the employee.

If the “Sick Bank” leave is exhausted, it shall be renewed by the contribution of one additional day of sick leave by each employee covered by this Agreement. Such additional day will be deducted from the employee’s annual twelve (12) days of sick leave. The “Sick Bank” committee shall determine the time when it becomes necessary to replenish the “Sick Bank.”
Any member of the Association, having donated twenty (20) or more days to the “Sick Bank” will be considered a permanent member. No additional days of donation will be required of said member until such time as the “Sick Bank” leave is exhausted.

Section 16.5. Sick Leave Buy Back. Employees who retire or die with at least ten (10) or more years of continuous service with the Mashpee Public Schools shall be paid in a lump sum payment, twenty-five percent (25%) of their unused accumulated sick leave upon their retirement or death from the school system. In the case of death, payment will be made to the Employee’s estate within 90 days after the Superintendent receives proof of death. In the case of retirement from the school system, payment will be made by June 30th of the fiscal year in which the retirement takes effect if written notice of the Employee’s retirement (in the form of a statement of intent to retire) is received by the Superintendent by January 15th of the fiscal year; if notice is received after January 15th, payment will be made by September 15 of the next fiscal year.

Article 17. Stipends

If a Unit C employee is appointed to a stipend position listed in another collective bargaining agreement between the Mashpee School Committee and the Mashpee Teachers Association, the Unit C employee shall be paid such stipend as if the stipend were incorporated by reference into this Agreement.

Article 18. CORI

As a condition of continued employment, members will be subject to Criminal Offender Record Information (CORI) checks consistent with the provisions of the policy adopted by the School Committee, a copy of which is attached hereto at Appendix C. In the event that applicable state laws and/or regulations are amended requiring an amendment to the Committee’s Policy, the parties agree to meet to discuss the implementation of such changes during the life of this Agreement.

Article 19. Vacancies, Promotions, and Transfers

Section 19.1. Posting of Vacancies. Any vacancy in a position covered by this Agreement or new position that will become part of Unit C will be adequately published by the Superintendent of Schools by means of a notice placed on the bulletin boards in the schools of Mashpee for at least ten calendar days. A copy of the posting will also be sent to the Association president. The Superintendent and the Association president will also post vacancies or new positions on their respective websites. Simultaneous advertising may be done externally.

Section 19.2. Application. Unit C employees interested in applying for such vacancy may do so by filing a letter of interest or, if directed, a written application, with the Superintendent of Schools by the posting closing date. All current employees will be given first consideration within the pool of candidates; however, no guarantee is provided that a current employee will be awarded the position created by the vacancy or new position.
Section 19.3. Involuntary Transfer. In the case of an involuntary transfer of a Unit C employee within a building or between buildings, the employee may request and will be provided with an opportunity to discuss the matter with the Superintendent of Schools within ten (10) days of receiving notification of the transfer.

Article 20. Training and Protection

Any administrative assistant working in the health office or any paraprofessional who is expected to lift a student or to assist a student by performing duties of a personal nature, such as but not limited to feeding, diapering, toileting, changing of clothes, or fitting adaptive equipment, will receive appropriate training to do so. Only those administrative assistants working in the health office or paraprofessionals who are appropriately trained to do so will be expected to perform such responsibilities. Any administrative assistant working in the health office or any paraprofessional who is to perform such duties of a personal nature will do so in the presence of other personnel assigned by the Building Principal, provided that simply serving as the neutral presence under such circumstances does not entitle a Unit member to the stipend set forth at Section 15.7 of the Agreement.
Article 21. Duration of Agreement

This agreement is effective as of July 1, 2016, and continues in effect until June 30, 2019. This agreement cannot be expended orally, and it expires on the date indicated.

The Committee and the Association agree to commence negotiations for a successor agreement by October 1, 2018.

Executed this _____ day of ________________, 2016.

Mashpee School Committee

[Signatures]

Chairperson

Mashpee Teachers Association

[Signatures]

Chairperson

-20-
# APPENDIX A
## UNIT C SALARY SCHEDULE 2016-2019

### Office Support

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<th>HOURS PER DAY</th>
<th>WORK DAYS</th>
<th>STEP</th>
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# APPENDIX A

## UNIT C SALARY SCHEDULE 2016-2019 (continued)

### Executive Administrative Assistant

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### Paraprofessional

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Notes:

1. Office support personnel hired on or after July 1, 2003, will be placed on the appropriate step of the salary schedule for Office Support Personnel. Office support personnel hired before July 1, 2003, will remain on the salary schedule on which they were placed as of June 30, 2003.

2. The Health Clerical Assistant position shall be classified as an Administrative Assistant and shall be paid accordingly, effective July 1, 2007.

Stipends: Office Detention – Current rate set by Central Office
Academic Tutors - $30/hr (minimum of a bachelor’s degree)
Daily Living/Social Skills Tutors - $20/hr
Unit C personnel who tutor outside of school shall receive a minimum of one hour’s tutoring rate of pay if a student does not arrive within fifteen (15) minutes of the scheduled session.
APPENDIX B

Evaluation Procedure
Policy Statement

The Mashpee Public School System, in cooperation with Unit C Employees, will initiate a program of annual employee review. A comprehensive and formal employee review mechanism has been designed and developed to allow all levels of the work force to be appraised, counseled and instructed on job performance and clarification of job responsibilities. This practice is undertaken pursuant to the negotiated agreement between the Mashpee Public School System and Unit C Employees to insure the delivery of quality education for our students.

Goals

The goals of our employee evaluation program are as follows:

1. To clarify job expectations for both supervisors and employees.

2. To increase employee awareness of his/her performance in meeting standards set by supervisors.

3. To assess new employee performance during his/her probationary period.

4. To improve employee morale and performance and to increase the efficiency of service.

5. To give the employees an opportunity to express their feelings about their jobs, their working conditions, etc., as part of a two-way communication process.

Evaluator Guidelines

The Mashpee Public Schools will conduct an annual performance review of their full-time and part-time Unit C Employees. The purpose of the evaluation review will be to provide a formal and fair mechanism to:

1. Clarify department standards of performance and supervisor expectations.

2. Counsel employees on job problems, development or training goals and any promotional opportunities.

3. Allow employees the formal opportunity to discuss fully, conditions of work or other factors that influence either personal performance, or the performance of the department in general.

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APPENDIX B

Evaluators will be responsible for:

1. Insuring that evaluation reviews take place for all employees in their school.

2. Providing clear standards of performance for the department as well as specific task expectation per Employee Performance Profile. Suggestions for improvement must be provided for any negative or unsatisfactory comments.

3. Reviewing the evaluations completed by Principals and Supervisors to insure completeness, impartiality and reasonability.

4. It is the responsibility of the evaluator to send the evaluatee a copy of the evaluation, then conduct a meaningful follow-up conference between the evaluator and the evaluatee. This conference shall take place within seven working days from the completion of the evaluation form. The evaluatee has the option of having a union member present during the follow-up conference.

5. Establishing a first-level, screening or appeal process where the employees will have a recourse for what may be considered an unfair review. This appeal process would consist of the right of the evaluatee to submit a written rebuttal to the evaluation. Rebuttal will be attached to the evaluation and a follow-up conference will be arranged within 14 work days with the next immediate supervisor.

Employee Performance Characteristics

Quality of Work - The standard definition for this factor is that “it refers to the employee’s ability to complete the assigned tasks according to standards of the department and those of the profession or trade.” But that definition is not always helpful or specific enough for either supervisor or employee. It seems that the heart of the matter is that any job is a combination of many tasks or different duties. And that every worker will tend to concentrate on some tasks (that are usually enjoyable or rewarding) and ignore others or perform them at less than quality level. After a time this employee may even insist that the ignored tasks are not necessary or even part of the job. Thus, it becomes the duty of the supervisor to separate out those aspects of the job that the employee does well from those that are done below standard.

Quantity of Work - Refers to the amount of work performed or to the speed and efficiency of the employee in completing assigned tasks.

Job Knowledge - Refers primarily to the technical competence the employee demonstrates on the job. The world of work requires employees not only to apply technical knowledge to on-the-job problems, but to acquire increasing complex skills in general, to grow in the job.

Dependability - It basically covers the attendance records of the employee—his/her absenteeism, lateness and punctuality in reporting proper use or abuse of breaks, rest periods, or sick leave.

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APPENDIX B

However, another aspect of dependability is task dependability. Does the employee complete assigned task on time? Can the employee be left to work without close and constant supervision?

Attitude - Refers generally to the willingness, desire and positive outlook that an employee brings to the job. The supervisor is supposed to be objective, and part of that objectivity is being able to point to specific actions or behaviors that an employee does as proof or documentation for the rating. Thus, except for direct insubordination, abusive or threatening language, or similar obvious behaviors, the supervisor can only assume there is an attitude problem. In all cases, be specific about what the employee does or does not do that reflects or points to attitude. And be willing to listen ...Attitude is a two-way street.

Appearance - Refers to neatness, cleanliness of self and appropriate clothing.

Adaptability - Refers to the individual employee’s ability to change. The employee finds new ways himself to get things done. There is a natural tendency for people to settle into fixed ways, but jobs and circumstances change. Thus, a supervisor often has to direct an employee to change a pattern of behavior or work. The worker rating high on adaptability will either refuse to change or adapt, or will find ways to subvert or delay the intended change.

Initiative - Refers to the amount of independent drive the employee demonstrates. Some describe initiative as the ability to stay with a task until it’s finished. While some might argue that initiative is a part of other performance characteristics (e.g., attitude), initiative is isolated to point up the importance of an employee acting independently to achieve department goals.

But the evaluator is cautioned against rating an employee low in this factor without clear evidence that the employee does little or nothing unless specifically ordered. For initiative, like the “attitude” factor can often only be assumed, and the lack of it rarely proved.

Supervision - Refers to the effectiveness of those personnel who in any way, manage to oversee the work of others. No two supervisors have the same approach, style of management, type of work crews, etc., but there are some common denominators to measure the end results.

Does the performance of the employees under this supervisor show that there is adequate planning and organization? Does the quality of work by the employees under this supervisor show they are receiving proper direction (orders and instructions that are clear, complete and comprehensible)? Does the quality of work for employees under this supervisor reflect that he or she maintains effective control measures (follow-ups, on-going checks or inspections, proper anticipation of problems)? Does the output of the group show a problem with supervisory control (proper interface of tasks, allocation and use of personnel and material)? Is authority delegated properly by the supervisor and in keeping with the responsibility placed on subordinates (Does everyone know who is in charge and who is responsible for what?) Does the supervisor maintain
APPENDIX B

proper respect for the chain of command or communications? (Are orders, complaints, problems, etc., transmitted properly to those who should hear them first?)

Safety Awareness - Refers to the right of all employees to work in a safe environment. Along with this right is a responsibility to follow accepted safety practices and to report any safety hazards that may jeopardize the well-being of themselves or others. The safety conscious employee follows accepted safety practices, reports safety hazards to supervisors and performs his/her assigned tasks in a manner that demonstrates superior safety awareness.

Evaluation Calendar

1. In the first year of employment, employees will receive at least one observation within the first six months. The Evaluation Review will be provided to the employee no later than June 1.

2. In subsequent years, employees will receive at least one observation and Evaluation Review annually. The Evaluation Review will be provided to the employee no later than June 1.

3. Observations and Evaluation Reviews will be completed by an evaluator: supervising teachers or special education liaisons may provide input regarding job performance.

4. Employees will be required to sign the Evaluation Review Form. This signature does not indicate approval but only that the employee has had an opportunity to review the evaluation. Any evaluation report of an employee shall be signed by the employee within ten (10) working days of receiving it.

5. Employees may attach a response, which will be placed in his/her personnel file.

6. Employees assigned to more than one building will be evaluated by the evaluator where the individual is assigned most of the time. In cases where there is no predominate assignment, the superintendent will determine who the evaluator will be.

7. The evaluator will meet with the employee whose overall performance is Poor or Critical.

8. The evaluator or employee who is rated Excellent or Good may request a meeting to discuss an observation or Evaluation Review.
APPENDIX C

UNIT C EVALUATION FORM

Name: ____________________________________________

School: __________________________________________

Title: ____________________________________________

Length of service in this position: ____________________

Total years employed: ______________________________

Present immediate supervisor: _______________________

Date of this review: ________________________________

Date of previous review: __________________________

Period of time this review covers: ____________________

During this period were there any:

Commendations  Y/N
Reprimands  Y/N
Informal meetings Y/N

Name of supervisor completing this review if other than above:

________________________________________________

POST CONFERENCE COMMENTS, if applicable

(This section should be used to summarize the meeting; a copy will be given to and initialed by evaluatee)

________________________________________________

________________________________________________

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# APPENDIX C

## EMPLOYEE PERFORMANCE PROFILE

<table>
<thead>
<tr>
<th>EXCELLENT</th>
<th>EXCEEDS JOB GOALS REQUIREMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>GOOD</td>
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</tr>
<tr>
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</tr>
<tr>
<td>CRITICAL</td>
<td>CONSISTENTLY FAILS TO MEET STANDARDS</td>
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<tr>
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### QUALITY OF WORK

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<th>Attitude</th>
<th>Safety</th>
<th>Adaptability</th>
<th>Initiative</th>
<th>Appearance</th>
<th>Supervisory Skills</th>
<th>Overall Performance</th>
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</table>

## COMMENTS

________________________________________________________________________________________
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## OVERALL PERFORMANCE RATING

________________________________________________________________________________________

<table>
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<tr>
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<th>SUPERVISOR</th>
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<tbody>
<tr>
<td></td>
<td></td>
<td>-28-</td>
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</tbody>
</table>

APPENDIX C

CRIMINAL OFFENDER RECORD INFORMATION (C.O.R.I.) REQUIREMENTS

It shall be the policy of the Mashpee Public Schools to obtain all available Criminal Offender Record Information (C.O.R.I.) from the criminal history systems board of prospective employee(s) or volunteer(s) of the school department including any individual who regularly provides school-related transportation to children, who may have direct and unmonitored contact with children, prior to hiring the employee(s) or to accepting any person as a volunteer. State law requires that school districts obtain C.O.R.I. data for employees of taxicab companies that have contracted with the schools to provide transportation to pupils.

The Superintendent, Principal, or their certified designees shall periodically, but not less than every three years, obtain all available Criminal Offender Record Information from the criminal history systems board on all employees, individuals who regularly provide school-related transportation to children, including taxicab company employees, and volunteers who may have direct and unmonitored contact with children, during their term of employment or volunteer service.

The Superintendent, Principal or their certified designees may also have access to Criminal Offender Record Information for any subcontractor or laborer who performs work on school grounds, and who may have direct and unmonitored contact with children, and shall notify them of this requirement and comply with the appropriate provisions of this policy.

Pursuant to a Department of Education C.O.R.I. Law Advisory dated February 17, 2003, "'Direct and unmonitored contact with children' means contact with a child when no other C.O.R.I. cleared employee of the school or district is present. A person having only the potential for incidental unsupervised contact with children in commonly used areas of the school grounds, such as hallways, shall not be considered to have the potential for direct and unmonitored contact with children. These excluded areas do not include bathrooms and other isolated areas (not commonly utilized and separated by sight or sound from other staff) that are accessible to students."

[S.C. 5/7/03, 1/7/04]
APPENDIX C

CRIMINAL OFFENDER RECORD INFORMATION (C.O.R.I.) REQUIREMENTS

In accordance with state law, all current and prospective employees, volunteers, and persons regularly providing school-related transportation to children of the school district shall sign a request form authorizing receipt by the district of all available C.O.R.I. data from the criminal history systems board. In the event that a current employee has questions concerning the signing of the request form, he/she may meet with the Principal or Superintendent; however, failure to sign the C.O.R.I. request form may result in a referral to local counsel for appropriate action. Completed request forms must be kept in secure files. The School Committee, Superintendent, Principals or their designees certified to obtain information under this policy, shall prohibit the dissemination of school information for any purpose other than to further the protection of school children.

C.O.R.I. is not subject to the public records law and must be kept in a secure location, separate from personnel files and may be retained for not more than three years. C.O.R.I. may be shared with the individual to whom it pertains, upon his or her request, and in the event of an inaccurate report the individual should contact the criminal history systems board.

Access to C.O.R.I. material must be restricted to those individuals certified to receive such information. In the case of prospective employees or volunteers, C.O.R.I. material should be obtained only where the Superintendent has determined that the applicant is qualified and may forthwith be recommended for employment or volunteer duties.

The hiring authority, subject to applicable law, reserves the exclusive right concerning any employment decision made pursuant to Chapter 385 of the Acts of 2002. The employer may consider the following factors when reviewing C.O.R.I.: the type and nature of the offense; the date of the offense and whether the individual has been subsequently arrested, as well as any other factors the employer deems relevant.

[S.C. 5/7/03, 1/7/04]
APPENDIX C

CRIMINAL OFFENDER RECORD INFORMATION (C.O.R.I.) REQUIREMENTS

The Superintendent shall ensure that on the application for employment and/or volunteer form there shall be a statement that as a condition of employment or volunteer service, the school district is required by law to obtain Criminal Offender Record Information for any employee, individual who regularly provides school-related transportation, or volunteer who may have direct and unmonitored contact with children. Current employees, persons regularly providing school-related transportation, and volunteers shall also be informed in writing by the Superintendent prior to the periodic obtaining of their Criminal Offender Record Information.

The Superintendent shall amend employment applications to include questions concerning criminal records (see ADDA-E) which the Massachusetts Commission Against Discrimination has determined may be legally asked of prospective employees. Any employment application which seeks information concerning prior arrests or convictions of the applicant shall include the following statement: "An applicant for employment with a sealed record on file with the commissioner of probation may answer 'no record' with respect to an inquiry herein relative to prior arrests, criminal court appearances or convictions. An applicant for employment with a sealed record on file with the commissioner of probation may answer 'no record' to an inquiry herein relative to prior arrests or criminal court appearances. In addition, any applicant for employment may answer 'no record' with respect to any inquiry relative to prior arrests, court appearances and adjudications in all cases of delinquency or as a child in need of service which did not result in a complaint transferred to the superior court for criminal prosecution."

Records sealed pursuant to law shall not operate to disqualify a person in any examination, appointment or application for public service on behalf of the Commonwealth or any political subdivision thereof.

[S.C. 5/7/03, 1/7/04]  Page 3 of 4
File: ADDA  (continued)
APPENDIX C

CRIMINAL OFFENDER RECORD INFORMATION (C.O.R.I.) REQUIREMENTS

The Superintendent shall revise contracts with special education schools and other providers to require a signed statement that the provider has met all the legal requirements of the state where it is located relative to criminal background checks for employees and others having direct and unmonitored contact with children.

As soon as possible after the district obtains the certification from the criminal history systems board to receive C.O.R.I. data, the Superintendent shall obtain such data for any person then providing volunteer service, as a condition of continued service.

LEGAL REF.: M.G.L. 71:38R, 151B, 176, § 100A, St. 2002, c.385

Massachusetts Association of School Committees - 2003
APPENDIX C

CRIMINAL OFFENDER RECORD INFORMATION (C.O.R.I.) REQUIREMENTS

Employers may ask the following series of questions:

1. Have you been convicted of a felony? Yes or no?

2. Have you been convicted of a misdemeanor within the past five years (other than a first conviction for any of the following misdemeanors: drunkenness, simple assault, speeding, minor traffic violations, affray or disturbance of the peace)? Yes or no?

3. Have you completed a period of incarceration within the past five years for any misdemeanor (other than a first conviction for any of the following misdemeanors: drunkenness, simple assault, speeding, minor traffic violations, affray or disturbance of the peace)? Yes or no?

4. If the answer to question number 3 above is "yes", please state whether you were convicted more than five years ago for any offense (other than a first conviction for any of the following misdemeanors: drunkenness, simple assault, speeding, minor traffic violations, affray or disturbance of the peace)? Yes or no?

Some employers are authorized to request, receive, view and/or hold criminal offender record information pursuant to state or federal law.

Any inquiry into the criminal record of an applicant must also contain language pursuant to M.G.L. c. 276, § 100A.

It is unlawful for an employer to make any inquiry of an applicant or employee regarding:

1. An arrest, detention or disposition regarding any violation of law in which no conviction resulted.
2. First convictions for the misdemeanors of drunkenness, simple assault, speeding, minor traffic violations, affrays or disturbance of the peace. For the purposes of 804 CMR 3.02 minor traffic violations include any moving traffic violation other than reckless driving, driving to endanger and motor vehicle homicide.

3. Any conviction of a misdemeanor where the date of the conviction or the completion of any period of incarceration resulting therefrom, whichever date is later, occurred five or more years prior to the date of such inquiry, unless such person has been convicted of any offense within five years immediately preceding the date of the inquiry.

No person shall be held under any provision of any law to be guilty of perjury or of otherwise giving false statement by reason of his failure to recite or acknowledge such information as he has a right to withhold by 804 CMR 3.02.
APPENDIX C

BACKGROUND CHECKS ON PROSPECTIVE EMPLOYEES

The Superintendent will conduct Criminal Offender Record Information (CORI) checks on all prospective employees who would have frequent contact with students if employed by the Mashpee Public Schools.

1. Any offer of employment to such a prospective employee is conditioned upon the Superintendent’s review of the results of a CORI check on that prospective employee. Any such offer of employment may be withdrawn if the Superintendent determines, based on information from the CORI check, that employment of the prospective employee would not be in the best interests of the Mashpee Public Schools or its students.

2. The following guidelines are promulgated to assist the Superintendent in evaluating the results of CORI checks and determining whether employment of prospective employees would not be in the best interests of the Mashpee Public Schools or its students.

   a. No person should be employed by the Mashpee Public Schools who has at any time been convicted or adjudicated in court guilty of, or admitted in court guilt of, a sexual offense against a child (including indecent assault and battery on a child under 14, rape of a child under 16 with force, rape and abuse of a child, assault of a child under 16 with intent to commit rape, kidnapping of a child, unnatural and lascivious acts with a child under 16, any similar offense, and any attempt to commit any such offense).

   b. No person should be employed by the Mashpee Public Schools who has at any time been convicted or adjudicated in court guilty of, or admitted in court guilt of, theft of embezzlement of funds or property of any employer or organization to which the person owed a fiduciary duty.

   c. No person should be employed by the Mashpee Public Schools who has at any time been convicted or adjudicated in court guilty of, or admitted in court guilt of, distribution of illegal drugs or possession of illegal drugs with the intent to distribute them.

[S.C. 1/7/02, 5/5/04]
SIDE LETTER OF AGREEMENT BETWEEN
THE MASHPEE SCHOOL COMMITTEE
AND
THE MASHPEE TEACHERS ASSOCIATION, UNIT C

This SIDE LETTER OF AGREEMENT is entered into by and between the Mashpee School Committee (hereinafter the “Committee”) and the Mashpee Teachers Association, Unit C (hereinafter the “Association”).

WHEREAS, the Committee and the Association have entered into a Memorandum of Understanding for a collective bargaining agreement for the period of July 1, 2007 through and including June 30, 2010; and,

WHEREAS, during the course of those negotiations, a proposal was presented to incorporate existing insurance benefit levels into the body of said Collective Bargaining Agreement; and

WHEREAS, such insurance benefits are provided through the Town of Mashpee and the School Committee is without authority to make decisions regarding the purchasing of such benefits;

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the parties hereby agree to acknowledge that the level of benefits currently provided by the Town of Mashpee, as of the date of this agreement are as follows:

1. **Health Insurance:**

   Blue Cross Blue Shield Master Health Plus*
   
   *Effective July 1, 2007 the Town may eliminate the plan known as Blue Cross Blue Shield Master Health Plus from the health plans offered to members by the Town of Mashpee; provided that the aforementioned change is implemented at such time as all unions in the Town of Mashpee have agreed to same.

   Blue Care Elect
   Network Blue
   Harvard Pilgrim Health Care HMO

   The Employer contributes 75% and the employee contributes 25% towards the cost of the premiums for such plans.

2. **Life Insurance:**

   An $8000 Life Insurance policy for which the Employer contributes 75% and the Employee contributes 25% towards the premium cost.
3. **Dental Insurance:**

The Employee contributes 100% of the cost of the premium for such plan.

4. **Flexible Benefit Plans:**

   a. A Flexible Benefit Plan for Un-reimbursed Medical Expenses and/or Dependent Care Expenses. There shall be no cost to the School Committee for the member's participation in such plan.

   b. The member's contribution towards the premiums for the health, life and dental insurances offered by the Town are withheld on a pre-tax basis. There shall be no cost to the School Committee for the member's participation in such plan.

WHEREFORE, the Committee and the Association have cased this SIDE LETTER OF AGREEMENT to be executed by their duly authorized representatives this day of , 2007.

Mashpee School Committee                                      Mashpee Teachers Association, Unit C

Mary Rose Grady, Its Chair                                      Suzanne Avtges, Its President
SIDE LETTER OF AGREEMENT BETWEEN
THE MASHPEE SCHOOL COMMITTEE
AND
THE MASHPEE TEACHERS ASSOCIATION AND THE
MASHPEE EDUCATIONAL SUPPORT PROFESSIONALS (UNIT C)

Group Heath Insurance – the following provisions shall be available to bargaining unit employees for the Spring 2010 enrollment:

"Part I. Any employee enrolled in Master Health Plus in Fiscal Year 2010, who during the 2010 Spring open-enrollment period elects to be covered by other than Master Health indemnity Coverage in a non-indemnity plan offered on either a rate saver or non-rate saver basis will be paid a $1,000.00 bonus payment (less regular tax withholdings) during Fiscal Year 2011 and in each fiscal year thereafter, so long as the employee does not re-enroll in Master Health Plus;

Part II. An employee who elects to change health coverage under Part I will be reimbursed by the Town for the following services if not covered by other insurance:

<table>
<thead>
<tr>
<th>Service</th>
<th>Reimbursement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Emergency Room visits where not admitted</td>
<td>$100.00 per year</td>
</tr>
<tr>
<td>Day surgery</td>
<td>$250.00 per year</td>
</tr>
<tr>
<td>Routine physicals and exams including eyes</td>
<td>$75.00 per year</td>
</tr>
</tbody>
</table>

Part III. An employee who elects no health insurance coverage that is sponsored by the Town During the Spring 2010 open enrollment and who belonged to a Town sponsored plan during Fiscal Year 2010 and obtains coverage under an outside plan effective July 1, 2010, either under a spouse’s plan or other private plan, will be paid a $2,000.00 bonus (less withholdings) during Fiscal Year 2011, and in each fiscal year thereafter, provided the employee does not re-enroll in a Town sponsored plan and provided the employee submits proof of coverage under some other plan to the Town at the start of each fiscal year."

1. The current arrangement permitting the services of the Media Arts Director to be performed outside the bargaining unit shall continue through June 30, 2013, provide, however, that if the incumbent in that position should leave that position during the term of the Agreement, the position will be returned to the bargaining unit and covered by the collective bargaining agreement.

2. As modified above, and with appropriate date changes, the parties’ agreement shall continue in effect through June 30, 2013.