

AGREEMENT

between

MASHPEE SCHOOL COMMITTEE

and

MASHPEE TEACHERS' ASSOCIATION—UNIT B

2017 – 2020

May 3, 2017

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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 work force consistent with the needs of the School Department and the terms of this Agreement.
3. The teaching staff of the Mashpee Public Schools has the responsibility for providing 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 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.

PUBLICATION

The School Committee will post an actual signed PDF version 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 member of the Mashpee Teachers' Association is notified that this Agreement is posted on a web-based location.

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—Elementary
Dean of Students—Middle/High School
Director of Guidance and College & Career Readiness
Athletic Director—Middle/High School
Director of Career and Technical Education
MMHS Department Head—If DESE licensed as an Administrator and/or Director

- | | | |
|----|------------------------------------|-----------------------------------|
| 2. | Appropriate Articles | Articles Not Appropriate |
| | Grievance | Administrator Hours and Work Week |
| | 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 | |

II. DURATION

The provisions of this agreement will be effective as of July 1, 2017 and will continue to remain in full force and effect through June 30, 2020.

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. AGENCY FEE

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 fee 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.

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 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 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 days of receipt of the principal's answer or date of which that answer is due, whichever comes 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 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 II to Level IV.)

Level Four: In the event that the grievance shall not have been satisfactorily resolved at Level III, or in the event that no decision has been rendered within ten days after the Level Three meeting, the Association may, within ten 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 be in the building at least thirty (30) minutes before school begins and remain at least one hour (1) hour after student dismissal.

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. 185 work days must match with the Unit A work days and the remaining thirty (30) work days will be scheduled with principal approval. Included as part of the additional thirty 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 185 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. 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 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).
7. Unit B members who are requested and who agree to work beyond their 215 work days shall be compensated at the rate of 1/215 of their yearly salary for each day or portion thereof.
8. Each Unit B member is responsible for maintaining required DESE licensure.
9. 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.

VIII. 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 two hundred (200) days. Unit B members who accumulate sick days will expend them on a last-in, first-out basis.
2. The administration may require a Unit B member to provide verification by a physician of the member's illness or injury whenever the member's use of sick leave exceeds four 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 sick leave earned 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 or School Committee. 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.
5. Moving forward from 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 or a Unit B member's initial date of employment, whichever is later, Unit B members shall donate two (2) days of their accumulated sick leave to the Unit B Sick Bank on a voluntary basis for Unit B members in need of additional sick leave for emergency reasons of ill health. 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. 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.
8. 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 annual 15 days of sick leave. The sick bank committee shall determine the time when it becomes necessary to replenish the sick bank.
9. The Unit B Sick Bank will be administered by a committee consisting of 5 members: two from Unit B, one Committee member, the superintendent or designee, 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.
10. Five days, if determined necessary by the principal, will be granted in addition to sick leave for a death in the immediate family of the Unit B member or member's spouse (parents, children, brother, sister or relatives residing in the immediate household). Three days will be granted for the death of grandparents, grandchildren, and significant others (defined in family sick leave, Paragraph 3, above). The three days may be extended to five days depending on the circumstances, at the discretion of the superintendent.
11. Unit B members will be granted three personal days on each July 1st subject to the conditions outlined in this paragraph. Personal days are for the purpose of attending to matters that are impossible to transact during non-school hours. Written notice will be given to the principal 48 hours in advance of taking a personal day or as soon as possible thereafter and will be treated as confidential personnel information. Personal days shall be taken either in half (1/2) day or full-day increments. Leaves will not be unreasonably withheld. A Unit B member will not use a personal day for the convenience of extending Thanksgiving Break, December Holiday Break, February Break, or April Break or other holidays recognized by the committee. At the end of each year, each Unit B member's unused personal days, if any, may be converted to sick leave days and/or donated to the Unit B Sick Bank.
12. Unit B members will receive equivalent compensation and benefits while on jury duty and shall not be charged sick or personal leave. Equivalent compensation shall be the difference between the teacher's salary and jury duty pay. A Record of Performance of Trial Juror Service must be provided to the principal within three (3) weeks of being absent for jury duty.
13. 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 Unit B member 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.
14. 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 annual current salary.

Temporary or substitute work does not count toward the requirement of ten (10) full years of continuous service. 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.

IX. LICENSING FEES

The School Committee will compensate Unit B members for required licensing fees. A teacher leaving the system during the school year in which this fee has been paid will be required to reimburse the School Committee. As used in this article, the term "licensing fees" does not include fees charged under Massachusetts General Laws chapter 71, section 38G, to obtain or renew administrator licenses.

X. UNIT B MEMBER ASSAULT

For absences during the school year occasioned by injury arising out of the course of his/her employment, a Unit B member shall be covered by workers' compensation for the days of absence during the school year in which the injury was incurred. Such days of absence shall not be charged against the accumulated total of sick leave days to the credit of the employee at the time of injury. In all such cases of leave, the School Committee 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.

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.

XI. UNIT B MEMBER EVALUATION

The performance of each Unit B member will be evaluated according to the Massachusetts Educator Evaluation System as agreed to by the Mashpee Teachers' Association and the Mashpee School Committee contract amendment. 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.

Upon one week's written request, the Unit B member will be allowed to review and copy the contents of his/her personnel file. The Unit B member will also have the right to submit a written answer to any material in his/her file.

Any complaint regarding a 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.

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.

See Appendix B for Educator Evaluation Agreement. Examples of the above are available online and in the superintendent's and principal's offices.

XII. 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 beginning date.
2. Effective July 1, 2017, all graduate courses successfully completed (achieving a grade of "C" or higher) shall qualify for salary column advancement. In advancing on the salary schedule no single course may be used more than once.
3. Unit B members who have achieved a Certificate in Advanced Graduate Studies (CAGS), or an equivalent degree such as an Educational Specialist Degree (Eds), Certificate of Clinical Competence (C.C.C.), or a Certificate of Advanced Educational Specialization (C.A.E.S.) will be placed on the CAGS schedule. Each of these conferred degrees must require completion of a minimum of 30 graduate credits. 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 PDP's in the Unit B member's content area will serve as one graduate credit
 - b. Work for which Unit B members intend to obtain PDP's 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 PDP's.

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 'C' 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.

XIII. SALARY DEDUCTIONS

Deductions shall be made from a Unit B member's salary only upon initiation by, or approval of, the individual member. Deductions may be made for:

1. Tax-sheltered annuity program as instituted by the individual.
2. Professional dues as directed by the individual. Dues shall be deducted on a bi-weekly basis.

XIV. MATERNITY/CHILD-REARING LEAVE

1. Maternity/childrearing leave of up to 24 months will be granted to all professional employees after one full year of teaching in the Mashpee Public Schools for the purpose of giving birth, or adopting a child, or for the recovery from complications of pregnancy or childbirth. Such leaves shall begin and end at a time that is reasonable to both parties and is in the best interest of the school system. Maternity/child-rearing leave in excess of one year will terminate at the beginning of a school year. An employee may take multiple maternity/child-rearing leaves, but such leaves may not exceed a total of 30 consecutive months.
 - a. In the case of a professional employee who gives birth before April 1 of any school year, maternity leave will terminate at the start of the school year beginning the second September following the birth, unless the Committee votes to extend the leave. (For example, if an employee gives birth in March 2017, she must return to work in September 2018.)
 - b. In the case of a professional employee who gives birth on or after April 1 of any school year, maternity leave will terminate at the start of the school year beginning the third September following the birth, unless the Committee votes to extend the leave. (For example, if an employee gives birth in April 2017, she must return to work in September 2019.)
 - c. Any professional employee who is on maternity leave and desires to extend that leave must submit a request in writing to the superintendent not later than the February 1 immediately preceding the September in which the employee is scheduled to return to work.
 - d. The provision in Article XX of the Contract that an employee may take multiple maternity/child-rearing leaves, but such leaves may not exceed a total of 30 consecutive months, applies only to multiple events (that is, to an employee who has a second child while she is on maternity leave because of the birth of another child).

2. A professional employee shall notify his/her principal at least three months in advance, in writing, of his/her intentions concerning maternity/child-rearing leave, including his/her requested date for beginning such leave.
 - a. Upon his/her return from maternity leave/child-rearing, an employee shall be placed on the next year's salary schedule row, provided he/she has met all other requirements and that during the school year in which he/she began her leave, he/she shall have completed more than 100 school days. In the event that he/she has completed less than 100 school days in the school year of the leave taking, he/she shall be placed on the year row that he/she was on when he/she left on leave—as shown on the salary schedule.

XV. VACANCIES AND TRANSFERS

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 positions, 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 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 XX, 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.
6. During the year of layoff, the Unit B member is responsible for notifying the School Department of any change of address.
7. 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.
8. 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, 2017:

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, 2017 for the 2018 retirement date.

This 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 or her, including advancement on the salary schedule.
3. The superintendent may at his or her discretion terminate for just cause any sabbatical leave he or she has granted (e.g., behavior contrary to the provisions of the sabbatical agreement).
4. 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 for sabbatical leave request form.

**AGREEMENT
BETWEEN
THE MASHPEE SCHOOL COMMITTEE
AND
THE MASHPEE TEACHERS ASSOCIATION—UNIT B
2017 – 2020
(Pages 1 – 17)**

SIGNATURES

Mashpee School Committee

Dea D. Ryan
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

DATE: 5/10/2017

Mashpee Teachers Association—Unit B

Mark Roni

DATE: 5/10/2017

APPENDIX A

Unit B Salary Schedule

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

(Individuals who were covered under the previous Unit B Agreement ending 6/30/17)

(Based on a 215 work days)

YEAR	MASTERS (M)	MASTERS +45 (M +45)	CAGS or 2 Masters	Doctorate
2017-2018	\$92,665	\$101,259	\$104,299	\$105,864

The Mashpee Middle-High School Dean(s), the Director of Guidance and 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.

Salary increase for 2018 – 2019: 2%

Salary increase for 2019 – 2020: 2%

B. Salary Schedule for New Members of Unit B as of July 1, 2017

(Individuals who were NOT covered under the previous Unit B Agreement ending 6/30/17)

(Based on 215 work days)

YEAR	MASTERS (M)	MASTERS +45 (M +45)	CAGS or 2 Masters	Doctorate
2017-2018	\$78,835 - \$96,353*	\$86,145 - \$105,289*	\$88,732 - \$108,450*	\$90,063 - \$110,077*

*Salary will be determined by the building principal and the superintendent and will be based on education level and prior related experience.

Salary increase for 2018 – 2019: 1.5%

Salary increase for 2019 – 2000: 1.5%

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 185 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

EDUCATOR EVALUATION AGREEMENT

Ratified 12-19-2012

(See separate PDF file—Appendix B)

APPENDIX C

Sabbatical Leave Request Form

If a Unit B member desires sabbatical leave and qualifies under Article XXVIII, 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

