

**AGREEMENT  
BETWEEN  
MASHPEE SCHOOL COMMITTEE  
AND  
MASHPEE TEACHERS' ASSOCIATION  
2019 - 2022  
(EDUCATIONAL SUPPORT PROFESSIONALS--UNIT C)**



# TABLE OF CONTENTS

SECTION	PAGE(S)
PREAMBLE	2
ARTICLE 1--RECOGNITION	2-3
ARTICLE 2--PAYROLL DEDUCTIONS	3
ARTICLE 3--RIGHTS AND RESPONSIBILITIES	3-4
ARTICLE 4--EVALUATIONS AND PERSONNEL FILE	4-5
ARTICLE 5--SENIORITY	5
ARTICLE 6--REDUCTION IN FORCE	5-6
ARTICLE 7--WORK YEAR AND WORK DAY	6-7
ARTICLE 8--MANAGEMENT RIGHTS	7
ARTICLE 9--LEAVES OF ABSENCE--GENERAL PROVISIONS	8
ARTICLE 10--UNPAID LEAVES OF ABSENCE	8-9
ARTICLE 11--PAID LEAVES OF ABSENCE	10-11
ARTICLE 12--GRIEVANCE PROCEDURE	11
ARTICLE 13--MISCELLANEOUS	12
ARTICLE 14--TUITION REIMBURSEMENT	12
ARTICLE 15--COMPENSATION	12-14
ARTICLE 16--SICK LEAVE AND BANK	14-15
ARTICLE 17--STIPENDS	15
ARTICLE 18--CORI	16
ARTICLE 19--VACANCIES, PROMOTIONS, AND TRANSFERS	16
ARTICLE 20--TRAINING AND PROTECTION	16
ARTICLE 21--DURATION OF AGREEMENT AND NEGOTIATIONS	16
EXECUTION PAGE (SIGNATURES)	17
APPENDIX A--SALARY SCHEDULE	18-21
APPENDIX B--EVALUATION PROCEDURE AND FORM	22-24
INSURANCE SIDE LETTERS	25-26

## **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 workforce 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 Teachers' 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. Payroll Deductions**

**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** To the extent allowed by law, as a condition of continued employment, every employee covered by this agreement who is not a member in good standing of the Association shall pay or, by payroll deductions, shall have paid to the Association an agency service fee in accordance with Chapter 150E, Section 12. An indication by the individual of his/her intention shall be made no later than 30 days following the date of the beginning of the employee's employment or the effective date of this agreement, which date shall be the later. The Association agrees to indemnify the School Committee for any financial liability which it may incur in complying with this section.

**Section 2.5 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.

## **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 the building principal. The building 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.

- A. Whenever an employee is absent from school as a result of personal injury caused by an assault and/or battery occurring in the course of his/her employment, he/she will be paid his/her full salary (less the amount of any workers compensation award made for temporary disability due to said injury). Such days of absence shall not be charged against the accumulated sick leave days of the employee.
- B. 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 work.
- C. Within 48 hours of said incident, the allegedly assaulted Unit C 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.
- D. All assaults (intentional or unintentional) on a staff member must be reported immediately to the building principal. At his/her discretion, the police will be notified.

**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 and Personnel File**

**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 evaluation procedure is set forth in Appendix B.

**Section 4.3** Each employee has the right, upon one week's written notification, to review and copy the contents of his/her personnel file and is entitled to have an Association representative accompany him/her during the review. A central office staff member will be present during the review and/or copying of the member's personnel file. The Unit C member will also have the right to submit a written answer to any material in his/her personnel file. 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 the start of school 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.

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 will be required to extend their work day by one (1) paid hour on one (1) Monday per month to participate in a staff meeting when requested by the building principal and must be present at the staff meeting in order to receive the one (1) hour of additional compensation. Notification to paraprofessionals to attend any such meeting(s) shall occur at least two weeks in advance of the meeting.

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

**Table 1**

<b>Classification</b>	<b>Work Year</b>	<b>Daily Paid Work Hours</b>	<b>Length of Work Day (including unpaid lunch)</b>
Paraprofessional	181 days (within the teacher work year as indicated on the District Calendar)	6 hours, 40 minutes (6.67 hours)	7 hours, 10 minutes
Executive Administrative Assistant	260, 261, or 262 days (based on the calendar year)	7.5 hours	8 hours
Administrative Assistant	190 days*	7.5 hours	8 hours
Office Support Personnel	190 days	6.5 hours	7 hours

The work year for administrative assistants may include up to five additional days, as needed, as determined by the building principal or administrator.

\* 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.

**Section 7.2 Break/Lunch.** Supervisors shall schedule the flow of work in such a manner as to allow all Unit C employees one fifteen (15) minute duty-free break and a thirty (30) minute duty-free unpaid lunch each day, both of which shall be scheduled by the principal or supervisor as part of the normal work day. An Employee may leave the building during his/her lunch break with notice to the supervisor, building principal, or front office.

**Section 7.3 Overtime.** It is expected that all 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 building principal or supervisor prior to work. 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/her supervisor or building principal to work beyond the hours specified in Table 1 for his/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 building 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 building principal/supervisor.

#### **Section 7.5 Professional Development (PD)**

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.

At the discretion of the Superintendent, paraprofessionals will be required to participate in up to two (2) full-day district professional development days within the teacher work year as indicated on the District calendar, for which they will be compensated at their hourly rates. These days are in addition to the paraprofessional 181-day work year specified in Table 1. A paraprofessional must be in attendance to be compensated for this day. Paraprofessionals will be notified at least six (6) weeks prior to the professional development day. Paraprofessionals will not be able to access leave on these days.

### **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 workforce 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 parental leave, child care leave, Association leave, military leave, emergency leave, or a leave of absence to serve as an elected public official shall notify the Superintendent in writing of his/her intention to return from such leave or shall request in writing renewal of such leave no later than 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 Superintendent to fill the employee's position and forfeits the employee's right to a position on expiration of the leave of absence. An employee whose right to a position is forfeited because of his/her failure to comply with this notification requirement is entitled to apply for any position that becomes vacant or is created within one (1) year from the date by which he/she was required to have complied with the notification requirement and for which he/she is qualified.

**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 District's group insurance plans in accordance with the applicable provisions of Massachusetts General Law Ch. 32B and (b) an employee who works at least one hundred days (100) days in a year during which he/she takes an unpaid leave of absence is entitled to a full year's credit toward a salary step increase for that year. Upon return from a leave of absence without pay, an employee's unused sick leave benefit and salary increments that had accumulated at the time the leave of absence began will be restored to him/her.

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

**Section 9.4 Discretionary Extension of Leaves.** Upon request of the Unit C employee, the Superintendent may extend an unpaid leave of absence. If the Superintendent declines to grant the leave extension, the Superintendent shall give the employee a statement of the reasons for his/her declination.

## **Article 10. Unpaid Leaves of Absence**

**Section 10.1 Association Leave.** The Superintendent may grant a leave of absence without pay for one school year to any employee who is elected a full-time paid officer of the Association. The Superintendent may grant a leave of absence without pay for one school year to any employee who is employed by the Association to assist it in discharging its duties as the exclusive bargaining representative of employees. The Superintendent may grant a leave of absence without pay to any employee designated by the Association for the purpose of engaging in official activities of the Association (local, state, or national).

**Section 10.2 Parental Leave.** Parental Leaves of absence will be provided to employees to the extent required by, and subject to the provisions of, applicable laws, including the Massachusetts Parental Leave Act (MPLA), MGL Chapter 149, Section 105D, and the Family and Medical Leave Act (FMLA), 29 USC Section 2601 et seq. The MPLA provides, on conditions stated therein, for employees who have worked for at least three (3) consecutive months, to be entitled to an unpaid leave of absence of up to eight (8) weeks for the birth, adoption or foster placement of a child. The FMLA provides, on conditions stated therein, for employees who have been employed for at least twelve (12) months and have worked at least 1250 hours in the previous twelve (12) months, to be entitled to an unpaid leave of absence of up to twelve (12) weeks for purpose of birth, adoption or foster placement of a child, provided that no portion of such twelve-week period has been used for other FMLA-eligible events in the same 12 month period. Leaves under the MPLA and/or FMLA run concurrently with other leaves as applicable.

An employee is eligible to use accrued sick leave during any portion of the leave during which the employee is physically disabled from work, subject to the requirements of Article 16, Sick Leave and Bank, of this Agreement.

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

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

**Section 10.3 Child Care Leave.** An employee is entitled to an unpaid Child Care Leave of absence of up to one (1) year (365 consecutive days) for the purpose of caring for the employee's birth, adoptive, or foster child. If an employee is unable to return to work at the end of one (1) year (365 consecutive days) due to extenuating medical circumstances, the Superintendent will consider an extension of the Child Care Leave upon receipt of a written evaluation by the employee's attending physician or by the child's attending physician.

Such Child Care Leave is separate from Parental Leave, as described in the preceding section. Child Care Leave will terminate no later than one (1) year (365 consecutive days) after the date the employee begins Child Care Leave. Child Care Leave may terminate sooner than one (1) year (365 consecutive days) after the employee begins the leave, however, the Superintendent may require the employee to defer his/her return to work until the beginning of the next school semester, school year, or other date, whichever the Superintendent elects.

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

**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 Superintendent may require the employee to defer his return to work until the beginning of the semester immediately following the end of the emergency. The Superintendent 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 Superintendent may grant other leaves of absence without pay to employees at the exclusive discretion of the Superintendent. Decisions on all discretionary leaves are final and not subject to the grievance or arbitration provisions of this Agreement.

**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 Superintendent shall grant to each employee who is a member of a reserve component of the armed forces of the United States a leave of absence during the time of the employee's annual tour of duty, not to exceed seventeen (17) days. Pay for such leave shall be at the Superintendent's discretion. The Superintendent may, at his/her option, request the commanding officer of any employee who applies for 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 a three-day weekend, 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 Superintendent shall grant the employee a leave of absence with pay on the days on which the employee serves as a juror on the condition that the employee turnover to the District any compensation he/she receives from the court for that service (exclusive of any travel allowance). If the employee is notified he/she is not needed for jury duty or is released from jury service prior to 11:00 a.m., he/she 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.

Length of Service	Accrual Per Month
6 months–1 year	½ day/month
1–3 years	1 day/month
4–10 years	1½ days/month
10 + years	2 days/ month

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	Labor Day
Martin Luther King Day	Indigenous Peoples Day
Presidents Day	Veterans Day
Patriots Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	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.

## **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) Upon request, the Committee shall furnish a list of employees' names and addresses to the President of the Association, or designee, and furnish him/her with an addendum to that list whenever necessary.

(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.** An Employee, in his or her school-specific role, is not permitted to transport students in his/her personal vehicle.

**Section 13.4 Agreement Publication.** 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. The annual employment letter issued to employees will list the web-based location so employees may access the contract.

**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 of the start of the course 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.

**Section 15.2 Bi-Weekly Pay.** Members shall be paid as salaried employees in twenty-one (21) or twenty-six (26) equal installments. 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 three hundred dollar (\$300.00) 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.

In order to be a long-term substitute teacher, a paraprofessional must have a bachelor's degree. If a paraprofessional performs as a long-term substitute teacher and holds appropriate licensure as a teacher in the content area for which he/she is a substitute, then the paraprofessional shall receive compensation at the Bachelors Step 1 rate (Unit A) starting on the first day of substituting. If a paraprofessional performs as a long-term substitute teacher but does not hold appropriate licensure as a teacher, the paraprofessional will receive the greater of 1.35 times his/her daily paraprofessional rate of pay or his/her daily paraprofessional rate of pay plus thirty dollars (\$30) for each day of the long-term substitution. The paraprofessional who takes on a long-term substitute role will retain his/her seniority and all other standings in Unit C.

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.

2019-2020	2020-2021	2021-2022
\$2,700	\$2,800	\$2,900

- 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. Two (2) paraprofessionals designated by the principal to assist preschoolers with toileting, if the need exists.
    - C. Paraprofessionals subject to daily exposure to a student's bodily fluids which are specific to a medical



diagnosis.

- D. Nonviolent crisis intervention trained paraprofessionals assigned to work with a student who has an established pattern of aggressive behavior, as determined by the building principal in collaboration with the Director of Special Education.

Note: 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 will 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 nonviolent crisis intervention, 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.

For Paraprofessionals	181 days	(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)
For Executive Admin. Assistants	260, 261, or 262 days	(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)
For Administrative Assistants and Office Support Personnel	190 days	(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)

**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/she is physically unable to perform any and every duty pertaining to his/her 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) while under the supervision of a doctor or therapist in a recognized outpatient treatment program with defined dates, (ii) during confinement in a hospital or other institution specializing in such disabilities, (iii) 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, thirty percent (30%) 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 30<sup>th</sup> 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 15<sup>th</sup> of the fiscal year; if notice is received after January 15<sup>th</sup>, 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. 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 and Negotiations**

This agreement is effective as of July 1, 2019 and continues in effect until June 30, 2022. This agreement cannot be extended orally, and it expires on the date indicated.

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.

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.

Executed this 5<sup>th</sup> day of June, 2019.

**Mashpee School Committee**

  
Chair *JEFFREY GOODMAN*

  
Vice-Chair

  
Secretary

  
Member

\_\_\_\_\_  
Member

**Mashpee Teachers' Association**

  
Beth Needel, Unit C Negotiations Chair

  
Mary Stickle, MTA President

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**APPENDIX A--continued  
UNIT C SALARY SCHEDULE**

<b>EXECUTIVE ADMINISTRATIVE ASSISTANT (7.5 paid hours per day)</b>						
<b>Step</b>	<b>FY 2020</b>		<b>FY 2021</b>		<b>FY 2022</b>	
	<b>2%</b>	<b>262 Days</b>	<b>2%</b>	<b>261 Days</b>	<b>2%</b>	<b>261 Days</b>
	<b>Hourly Rate</b>	<b>Annual Salary</b>	<b>Hourly Rate</b>	<b>Annual Salary</b>	<b>Hourly Rate</b>	<b>Annual Salary</b>
<b>1</b>	<b>\$ 20.15</b>	<b>\$ 39,595</b>	<b>\$ 20.55</b>	<b>\$ 40,227</b>	<b>\$ 20.96</b>	<b>\$ 41,029</b>
<b>2</b>	<b>\$ 20.67</b>	<b>\$ 40,617</b>	<b>\$ 21.08</b>	<b>\$ 41,264</b>	<b>\$ 21.50</b>	<b>\$ 42,086</b>
<b>3</b>	<b>\$ 21.21</b>	<b>\$ 41,678</b>	<b>\$ 21.63</b>	<b>\$ 42,341</b>	<b>\$ 22.06</b>	<b>\$ 43,182</b>
<b>4</b>	<b>\$ 21.76</b>	<b>\$ 42,758</b>	<b>\$ 22.20</b>	<b>\$ 43,457</b>	<b>\$ 22.64</b>	<b>\$ 44,318</b>
<b>5</b>	<b>\$ 22.38</b>	<b>\$ 43,977</b>	<b>\$ 22.83</b>	<b>\$ 44,690</b>	<b>\$ 23.29</b>	<b>\$ 45,590</b>
<b>6</b>	<b>\$ 23.10</b>	<b>\$ 45,392</b>	<b>\$ 23.56</b>	<b>\$ 46,119</b>	<b>\$ 24.03</b>	<b>\$ 47,039</b>
<b>7</b>	<b>\$ 23.76</b>	<b>\$ 46,688</b>	<b>\$ 24.24</b>	<b>\$ 47,450</b>	<b>\$ 24.72</b>	<b>\$ 48,389</b>
<b>8</b>	<b>\$ 24.51</b>	<b>\$ 48,162</b>	<b>\$ 25.00</b>	<b>\$ 48,938</b>	<b>\$ 25.50</b>	<b>\$ 49,916</b>
<b>9</b>	<b>\$ 25.16</b>	<b>\$ 49,439</b>	<b>\$ 25.66</b>	<b>\$ 50,229</b>	<b>\$ 26.17</b>	<b>\$ 51,228</b>
<b>10</b>	<b>\$ 26.50</b>	<b>\$ 52,073</b>	<b>\$ 27.03</b>	<b>\$ 52,911</b>	<b>\$ 27.57</b>	<b>\$ 53,968</b>
<b>11</b>	<b>\$ 27.13</b>	<b>\$ 53,310</b>	<b>\$ 27.67</b>	<b>\$ 54,164</b>	<b>\$ 28.22</b>	<b>\$ 55,241</b>
<b>12</b>	<b>\$ 27.95</b>	<b>\$ 54,922</b>	<b>\$ 28.51</b>	<b>\$ 55,808</b>	<b>\$ 29.08</b>	<b>\$ 56,924</b>
<b>13</b>	<b>\$ 28.56</b>	<b>\$ 56,120</b>	<b>\$ 29.13</b>	<b>\$ 57,022</b>	<b>\$ 29.71</b>	<b>\$ 58,157</b>
<b>14</b>	<b>\$ 29.16</b>	<b>\$ 57,299</b>	<b>\$ 29.74</b>	<b>\$ 58,216</b>	<b>\$ 30.33</b>	<b>\$ 59,371</b>
<b>15</b>	<b>\$ 29.80</b>	<b>\$ 58,557</b>	<b>\$ 30.40</b>	<b>\$ 59,508</b>	<b>\$ 31.01</b>	<b>\$ 60,702</b>

**APPENDIX A--continued  
UNIT C SALARY SCHEDULE**

<b>PARAPROFESSIONAL (6.67 paid hours per day)</b>						
<b>Step</b>	<b>FY 2020</b>		<b>FY 2021</b>		<b>FY 2022</b>	
	<b>2%</b>	<b>181 Days</b>	<b>2%</b>	<b>181 Days</b>	<b>2%</b>	<b>181 Days</b>
	<b>Hourly Rate</b>	<b>Annual Salary</b>	<b>Hourly Rate</b>	<b>Annual Salary</b>	<b>Hourly Rate</b>	<b>Annual Salary</b>
<b>1</b>	<b>\$ 16.07</b>	<b>\$ 19,401</b>	<b>\$ 16.39</b>	<b>\$ 19,787</b>	<b>\$ 16.72</b>	<b>\$ 20,186</b>
<b>2</b>	<b>\$ 16.48</b>	<b>\$ 19,896</b>	<b>\$ 16.81</b>	<b>\$ 20,294</b>	<b>\$ 17.15</b>	<b>\$ 20,705</b>
<b>3</b>	<b>\$ 16.91</b>	<b>\$ 20,415</b>	<b>\$ 17.25</b>	<b>\$ 20,825</b>	<b>\$ 17.60</b>	<b>\$ 21,248</b>
<b>4</b>	<b>\$ 17.35</b>	<b>\$ 20,946</b>	<b>\$ 17.70</b>	<b>\$ 21,369</b>	<b>\$ 18.05</b>	<b>\$ 21,791</b>
<b>5</b>	<b>\$ 17.80</b>	<b>\$ 21,489</b>	<b>\$ 18.16</b>	<b>\$ 21,924</b>	<b>\$ 18.52</b>	<b>\$ 22,359</b>
<b>6</b>	<b>\$ 18.27</b>	<b>\$ 22,057</b>	<b>\$ 18.64</b>	<b>\$ 22,504</b>	<b>\$ 19.01</b>	<b>\$ 22,950</b>
<b>7</b>	<b>\$ 18.80</b>	<b>\$ 22,697</b>	<b>\$ 19.18</b>	<b>\$ 23,155</b>	<b>\$ 19.56</b>	<b>\$ 23,614</b>
<b>8</b>	<b>\$ 19.43</b>	<b>\$ 23,457</b>	<b>\$ 19.82</b>	<b>\$ 23,928</b>	<b>\$ 20.22</b>	<b>\$ 24,411</b>
<b>9</b>	<b>\$ 20.09</b>	<b>\$ 24,254</b>	<b>\$ 20.49</b>	<b>\$ 24,737</b>	<b>\$ 20.90</b>	<b>\$ 25,232</b>
<b>10</b>	<b>\$ 21.66</b>	<b>\$ 26,149</b>	<b>\$ 22.09</b>	<b>\$ 26,669</b>	<b>\$ 22.53</b>	<b>\$ 27,200</b>
<b>11</b>	<b>\$ 21.93</b>	<b>\$ 26,475</b>	<b>\$ 22.37</b>	<b>\$ 27,007</b>	<b>\$ 22.82</b>	<b>\$ 27,550</b>
<b>12</b>	<b>\$ 22.47</b>	<b>\$ 27,127</b>	<b>\$ 22.92</b>	<b>\$ 27,671</b>	<b>\$ 23.38</b>	<b>\$ 28,226</b>
<b>13</b>	<b>\$ 23.04</b>	<b>\$ 27,816</b>	<b>\$ 23.50</b>	<b>\$ 28,371</b>	<b>\$ 23.97</b>	<b>\$ 28,938</b>
<b>14</b>	<b>\$ 23.62</b>	<b>\$ 28,516</b>	<b>\$ 24.09</b>	<b>\$ 29,083</b>	<b>\$ 24.57</b>	<b>\$ 29,663</b>
<b>15</b>	<b>\$ 24.23</b>	<b>\$ 29,252</b>	<b>\$ 24.71</b>	<b>\$ 29,832</b>	<b>\$ 25.20</b>	<b>\$ 30,423</b>

**APPENDIX A--continued  
UNIT C SALARY SCHEDULE**

<b>OFFICE SUPPORT (6.50 paid hours per day)</b>						
<b>Step</b>	<b>FY 2020</b>		<b>FY 2021</b>		<b>FY 2022</b>	
	<b>2%</b>	<b>190 Days</b>	<b>2%</b>	<b>190 Days</b>	<b>2%</b>	<b>190 Days</b>
	<b>Hourly Rate</b>	<b>Annual Salary</b>	<b>Hourly Rate</b>	<b>Annual Salary</b>	<b>Hourly Rate</b>	<b>Annual Salary</b>
<b>1</b>	<b>\$ 13.87</b>	<b>\$ 17,129</b>	<b>\$ 14.15</b>	<b>\$ 17,475</b>	<b>\$ 14.43</b>	<b>\$ 17,821</b>
<b>2</b>	<b>\$ 14.23</b>	<b>\$ 17,574</b>	<b>\$ 14.51</b>	<b>\$ 17,920</b>	<b>\$ 14.80</b>	<b>\$ 18,278</b>
<b>3</b>	<b>\$ 14.62</b>	<b>\$ 18,056</b>	<b>\$ 14.91</b>	<b>\$ 18,414</b>	<b>\$ 15.21</b>	<b>\$ 18,784</b>
<b>4</b>	<b>\$ 15.00</b>	<b>\$ 18,525</b>	<b>\$ 15.30</b>	<b>\$ 18,896</b>	<b>\$ 15.61</b>	<b>\$ 19,278</b>
<b>5</b>	<b>\$ 15.40</b>	<b>\$ 19,019</b>	<b>\$ 15.71</b>	<b>\$ 19,402</b>	<b>\$ 16.02</b>	<b>\$ 19,785</b>
<b>6</b>	<b>\$ 15.81</b>	<b>\$ 19,525</b>	<b>\$ 16.13</b>	<b>\$ 19,921</b>	<b>\$ 16.45</b>	<b>\$ 20,316</b>
<b>7</b>	<b>\$ 16.23</b>	<b>\$ 20,044</b>	<b>\$ 16.55</b>	<b>\$ 20,439</b>	<b>\$ 16.88</b>	<b>\$ 20,847</b>
<b>8</b>	<b>\$ 16.67</b>	<b>\$ 20,587</b>	<b>\$ 17.00</b>	<b>\$ 20,995</b>	<b>\$ 17.34</b>	<b>\$ 21,415</b>
<b>9</b>	<b>\$ 17.11</b>	<b>\$ 21,131</b>	<b>\$ 17.45</b>	<b>\$ 21,551</b>	<b>\$ 17.80</b>	<b>\$ 21,983</b>
<b>10</b>	<b>\$ 18.47</b>	<b>\$ 22,810</b>	<b>\$ 18.84</b>	<b>\$ 23,267</b>	<b>\$ 19.22</b>	<b>\$ 23,737</b>
<b>11</b>	<b>\$ 18.97</b>	<b>\$ 23,428</b>	<b>\$ 19.35</b>	<b>\$ 23,897</b>	<b>\$ 19.74</b>	<b>\$ 24,379</b>
<b>12</b>	<b>\$ 19.48</b>	<b>\$ 24,058</b>	<b>\$ 19.87</b>	<b>\$ 24,539</b>	<b>\$ 20.27</b>	<b>\$ 25,033</b>
<b>13</b>	<b>\$ 20.00</b>	<b>\$ 24,700</b>	<b>\$ 20.40</b>	<b>\$ 25,194</b>	<b>\$ 20.81</b>	<b>\$ 25,700</b>
<b>14</b>	<b>\$ 20.52</b>	<b>\$ 25,342</b>	<b>\$ 20.93</b>	<b>\$ 25,849</b>	<b>\$ 21.35</b>	<b>\$ 26,367</b>
<b>15</b>	<b>\$ 21.05</b>	<b>\$ 25,997</b>	<b>\$ 21.47</b>	<b>\$ 26,515</b>	<b>\$ 21.90</b>	<b>\$ 27,047</b>

**APPENDIX A--continued  
UNIT C SALARY SCHEDULE**

<b>ADMINISTRATIVE ASSISTANT (7.5 paid hours per day)</b>						
<b>Step</b>	<b>FY 2020</b>		<b>FY 2021</b>		<b>FY 2022</b>	
	<b>2%</b>	<b>190 Days</b>	<b>2%</b>	<b>190 Days</b>	<b>2%</b>	<b>190 Days</b>
	<b>Hourly Rate</b>	<b>Annual Salary</b>	<b>Hourly Rate</b>	<b>Annual Salary</b>	<b>Hourly Rate</b>	<b>Annual Salary</b>
<b>1</b>	<b>\$ 17.85</b>	<b>\$ 25,436</b>	<b>\$ 18.21</b>	<b>\$ 25,949</b>	<b>\$ 18.57</b>	<b>\$ 26,462</b>
<b>2</b>	<b>\$ 18.30</b>	<b>\$ 26,078</b>	<b>\$ 18.67</b>	<b>\$ 26,605</b>	<b>\$ 19.04</b>	<b>\$ 27,132</b>
<b>3</b>	<b>\$ 18.76</b>	<b>\$ 26,733</b>	<b>\$ 19.14</b>	<b>\$ 27,275</b>	<b>\$ 19.52</b>	<b>\$ 27,816</b>
<b>4</b>	<b>\$ 19.23</b>	<b>\$ 27,403</b>	<b>\$ 19.61</b>	<b>\$ 27,944</b>	<b>\$ 20.00</b>	<b>\$ 28,500</b>
<b>5</b>	<b>\$ 19.71</b>	<b>\$ 28,087</b>	<b>\$ 20.10</b>	<b>\$ 28,643</b>	<b>\$ 20.50</b>	<b>\$ 29,213</b>
<b>6</b>	<b>\$ 20.20</b>	<b>\$ 28,785</b>	<b>\$ 20.60</b>	<b>\$ 29,355</b>	<b>\$ 21.01</b>	<b>\$ 29,939</b>
<b>7</b>	<b>\$ 20.70</b>	<b>\$ 29,498</b>	<b>\$ 21.11</b>	<b>\$ 30,082</b>	<b>\$ 21.53</b>	<b>\$ 30,680</b>
<b>8</b>	<b>\$ 21.32</b>	<b>\$ 30,381</b>	<b>\$ 21.75</b>	<b>\$ 30,994</b>	<b>\$ 22.19</b>	<b>\$ 31,621</b>
<b>9</b>	<b>\$ 22.00</b>	<b>\$ 31,350</b>	<b>\$ 22.44</b>	<b>\$ 31,977</b>	<b>\$ 22.89</b>	<b>\$ 32,618</b>
<b>10</b>	<b>\$ 23.17</b>	<b>\$ 33,017</b>	<b>\$ 23.63</b>	<b>\$ 33,673</b>	<b>\$ 24.10</b>	<b>\$ 34,343</b>
<b>11</b>	<b>\$ 23.90</b>	<b>\$ 34,058</b>	<b>\$ 24.38</b>	<b>\$ 34,742</b>	<b>\$ 24.87</b>	<b>\$ 35,440</b>
<b>12</b>	<b>\$ 24.95</b>	<b>\$ 35,554</b>	<b>\$ 25.45</b>	<b>\$ 36,266</b>	<b>\$ 25.96</b>	<b>\$ 36,993</b>
<b>13</b>	<b>\$ 25.54</b>	<b>\$ 36,395</b>	<b>\$ 26.05</b>	<b>\$ 37,121</b>	<b>\$ 26.57</b>	<b>\$ 37,862</b>
<b>14</b>	<b>\$ 26.16</b>	<b>\$ 37,278</b>	<b>\$ 26.68</b>	<b>\$ 38,019</b>	<b>\$ 27.21</b>	<b>\$ 38,774</b>
<b>15</b>	<b>\$ 26.79</b>	<b>\$ 38,176</b>	<b>\$ 27.33</b>	<b>\$ 38,945</b>	<b>\$ 27.88</b>	<b>\$ 39,729</b>

## **APPENDIX B**

### **Evaluation Procedure**

The purpose of evaluation is to recognize and improve staff effectiveness in providing the best possible education and learning environment for the students of the Mashpee Public Schools. Evaluation should be a continuous and cooperative process between the evaluator(s) and the employee. The evaluation should place major emphasis on assisting the employee in achieving growth that is consistent with the basic philosophy, goals and objectives of the Mashpee Public Schools.

Evaluators will be responsible for:

- A. Providing clear standards of performance as well as specific task expectations. Strategies for growth will be provided to the evaluatee for Unsatisfactory ratings and may be developed for Needs Improvement ratings.
- B. Conducting a conference between the evaluator and the evaluatee, prior to the evaluation being signed by either party. The evaluatee has the option of having an Association member present during the conference.
- C. Establishing an appeal process where the employee 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.

### **Evaluation Calendar**

1. In the first full year of employment, an employee will receive at least one evaluation within the first six months of employment.
2. In subsequent years, an employee will receive at least one evaluation annually. The evaluation will be completed by June 1st.
3. Evaluations will be completed by an administrator(s). Supervising teachers or special education liaisons may provide input regarding job performance.
4. All evaluations will be completed using the evaluation form attached in Appendix B. Employees are required to sign the completed evaluation 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 (or at the conference referenced above in (B), whichever is later).
5. Employees may attach a written response to the evaluation, within ten (10) working day of receiving the evaluation, or at the conference referenced above in (B), whichever is later. This written response will be placed in his/her personnel file.
6. Employees assigned to more than one building will be evaluated by an administrator(s) where the individual is assigned most of the time. In cases where there is no predominate assignment, the superintendent will determine who the evaluator(s) will be.

## Mashpee Public School--Unit C Evaluation

Employee Name:  
Position:  
Evaluator:

Date:  
Number of Years in Position:  
Evaluation Period:

The purpose of this evaluation is to establish the level of performance of the employee during the evaluation period and assist the employee in recognizing areas of strength and areas which need improvement.

	Indicators:	Exemplary	Proficient	Needs Improvement	Unsatisfactory	N/A
A	Upholds professional standards and promotes basic values (honesty, respect, courtesy, accountability, responsibility)					
B	Carries out the duties of the position in a prompt and responsible manner to ensure a safe and healthy learning environment					
C	Demonstrates knowledge and skills related to assigned duties and responsibilities					
D	Supports teachers and administrators in the implementation of both academic and behavioral expectations					
E	Supports teachers and administrators in the use of tools and strategies to engage and motivate students					
F	Reinforces the philosophy of the school's goals					
G	Performs effectively with initiative and minimal supervision					
H	Collaborates with staff members to enhance the learning and well-being of all students					
I	Uses time productively and efficiently					
J	Displays a positive, respectful, and professional attitude when interacting with all stakeholders					
K	Demonstrates ability to recognize and maintain confidential information					
L	Adheres to work year, work day, and daily schedule					
M	Demonstrates consistency and flexibility in the performance of job responsibilities					
N	Applies knowledge gained in Professional Development Workshops					
O	Adheres to all applicable district policies and procedures					



**EVALUATOR COMMENTS/FEEDBACK:**

**Rating Scale and Interpretations of Rating Scale**

Exemplary	The Unit C member exceeds expectations—consistently producing high quality work that optimizes the effectiveness of the school.
Proficient	The Unit C member effectively and consistently fulfills all responsibilities resulting in quality work that impacts school effectiveness in a positive manner.
Needs Improvement	The Unit C member is inconsistent in meeting job responsibilities resulting in areas of work performance that require development.
Unsatisfactory	The Unit C member does not adequately fulfill responsibilities, resulting in work performance lacking quality and/or negatively impacting school effectiveness.

**OVERALL RATING**

Exemplary			Needs Improvement	
Proficient			Unsatisfactory	

Strategies for growth for an Unsatisfactory rating(s) are attached: N/A \_\_\_\_\_ YES \_\_\_\_\_

An employee's signature on the evaluation form will only denote that the employee has seen the evaluation, not that the employee necessarily agrees with its content. **The employee may provide a written response or comments that will be attached to the evaluation.**

Employee response is attached: Yes: \_\_\_\_\_ No: \_\_\_\_\_

Employee: \_\_\_\_\_ Date: \_\_\_\_\_

Evaluator: \_\_\_\_\_ Date: \_\_\_\_\_

**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 Unreimbursed 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 Health 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:

Emergency Room visits where not admitted	\$100.00 per year
Day surgery	\$250.00 per year
Routine physicals and exams including eyes	\$ 75.00 per year

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.

