

AGREEMENT
BETWEEN THE
MATTAPOISETT SCHOOL COMMITTEE
AND THE
MATTAPOISETT EDUCATORS ASSOCIATION
MATTAPOISETT, MASSACHUSETTS

September 1, 2018 - August 31, 2021

TABLE OF CONTENTS

	Preamble	1
Article I	Recognition	2
Article II	Administration of Policies	2
Article III	Grievance and Arbitration Procedures	3
Article IV	The School Year	6
Article V	Planning Periods	7
Article VI	Administrative Meetings	7
Article VII	Teacher Evaluation	7
Article VIII	Withholding of Increases	7
Article IX	Sick Leave and Sick Leave Bank	8
Article X	Sabbatical Leave	10
Article XI	Leave of Absence for Personal Obligations Without Loss of Pay	11
Article XII	Leave of Absence for Personal Bereavement	11
Article XIII	Extended Leave of Absence	12
Article XIV	Teacher Service Compensation	14
Article XV	Supermaximum Compensation	15
Article XVI	Blue Cross-Blue Shield/Group Life Insurance	16
Article XVII	Dues Deductions	17
Article XVIII	Retiring Teachers Compensation	17
Article XIX	Substitutes for Specialized Teachers	18
Article XX	Duty-Free Lunch Period	18
Article XXI	Professional Development and Educational Improvement	18
Article XXII	Non-Instructional Duties	20
Article XXIII	Term Report Conferences (Parent Teacher Conferences)	20
Article XXIV	Class Size	20
Article XXV	Elementary School Vacancies & Transfers	20
Article XXVI	Reduction in Force	22
Article XXVII	Association Business Leave	24
Article XXVIII	Tuition Reimbursement	24
Article XXIX	Agency Service Fee	25
Article XXX	Children of Faculty Members	26
Article XXXI	Travel	27
Article XXXII	Flexible Schedule	27
Article XXXIII	Effect of Agreement	27
Article XXXIV	Precedence of Laws and Regulations	27
Article XXXV	Surveillance Equipment	28
Article XXXIV	Duration of Agreement	28
Appendix A	Salary Schedules	30

**MATTAPOISETT SCHOOL COMMITTEE
AND THE
MATTAPOISETT EDUCATORS ASSOCIATION**

PREAMBLE

Recognizing that the prime purpose of this instrument is to state the terms and conditions of employment of employees, to place limitations on the ability of the employer to change those terms and conditions and to specify certain kinds of duties or requirements of employees, the undersigned parties of this AGREEMENT declare that:

- A. Under the laws of Massachusetts, the School Committee elected by the citizens of Mattapoisett shall have final responsibility for establishing all educational policies of the Public Schools of Mattapoisett; and that
- B. The Superintendent of Schools of Mattapoisett shall have responsibility for carrying out the policies so established; and that
- C. The teachers of the Mattapoisett Public Schools shall have responsibility for providing those services and skills so as to guarantee education of the highest possible quality.

Those services and skills of the teachers shall be construed to mean those processes and practices herewith indicated in the following demonstrated abilities:

- 1. The ability to motivate students to want to learn by interaction between teachers and students.
- 2. The ability to plan so that students want to learn by interaction between students and peers.
- 3. The ability to relate new materials to past and present experiences of the children.
- 4. The ability to make classroom activities and field trips relevant to the times, the environment, and the needs of each student.
- 5. The ability to help children to combine direct experiences with generalizations with the hope that this action shall develop the capacities of young people to think.
- 6. The ability to influence, conceive, prepare and provide curricular activities which shall be congruous with the needs, interests and capacities of children so that each child will be able to discover himself/herself and realize his/her own possibilities. The Teacher's ability to plan must demonstrate the ability to recognize the needs of children, and to advance those needs to preconceived goals in accordance with the ability of each child.
- 7. And finally, all teachers in the Mattapoisett Public Schools shall influence children by serving as models for children to emulate.

ARTICLE I

RECOGNITION

For the purpose of collective bargaining with respect to wages, hours and other conditions of employment, the negotiation of bargaining agreements, and any questions arising thereunder, the Committee recognizes the Mattapoisett Educators Association as the exclusive bargaining agent and representative of all professional employees, consisting of all Classroom Teachers, Specialized Teachers, School Adjustment Counselors, School Psychologist, Nurse, Media Specialist, and Technology Instructor (as such employees are defined in Chapter 150E of the General Laws of Massachusetts) of the Committee, excepting however:

Every such employee who on the effective date of this AGREEMENT is, or thereafter shall be, designated by the Committee as a representative of its purpose of such bargaining.

The professional employees of the Mattapoisett School System are defined as all professionals excluding the Superintendent of Schools, Assistant Superintendent of Schools, Business Administrator, Food Services Director, Director of Special Needs Education, Principals, librarian, aides, consultants, and substitute teachers.

Effective 9/1/10 the position of Librarian will be re-titled to Media Specialist.

Effective 9/1/11 the position of Technology Coordinator will be removed from the bargaining unit and replaced by the position of Technology Instructor.

Unless otherwise indicated, the employees in this bargaining unit will hereinafter be referred to as "teachers".

If any provision of this AGREEMENT or any application of this AGREEMENT shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE II

ADMINISTRATION OF POLICIES AND AGREEMENT

The administration of salary policies and instructions set forth herewith shall govern the payment of compensation to teachers and other special personnel with responsibility for actual classroom teaching either on a full-time or part-time basis.

The percentage of time that a part-time teacher is employed (as compared to that of a full-time teacher) will determine the benefits and remuneration to which such a teacher shall be entitled under the provisions of the following sections of this AGREEMENT:

Article X	A. and C.	XV
XII	A.	XVIII
XIII	A.	Appendix A

The Superintendent of Schools shall be responsible for the administration of these policies and instruction. He/she shall, except as otherwise indicated herein, determine with the salary policy established by the School Committee the rates of pay of teachers.

Part-time teachers shall participate in all professional commitments for the school such as staff meetings and in-service training on at least a pro-rata basis.

ARTICLE III

GRIEVANCE AND ARBITRATION PROCEDURES

A. **Definition**

1. A "grievance" is hereby defined as a complaint by a teacher, a group of teachers, or the Association that there has been a violation, misinterpretation, or misapplication of a specific provision of this AGREEMENT with regard to that teacher, group of teachers or the Association.

B. **Purpose**

1. Recognizing that the prime purpose of this instrument is to state the terms and conditions of employment of employees, to place limitations on the ability of the employer to change those terms and conditions and to specify certain kinds of duties or requirements of employees, the undersigned parties of this AGREEMENT declare that:

“Nothing herein will be construed as limiting the right of any teacher from presenting a written grievance to the appropriate member of the administration and to have such grievance heard without intervention by the Association, provided that the Association is afforded the opportunity to be present at such conferences and that any adjustment made shall not be inconsistent with the terms of the Agreement”.

C. **Procedure**

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level is the maximum and every effort should be made to expedite the process. If, at the end of fifteen (15) days following the

occurrence of the grievance (or when the teacher should reasonably have had knowledge of such occurrence) the grievance shall not have been presented at Level One, the grievance shall be deemed to be waived, and any grievance in course shall also be deemed to have been waived if the action required to present it to the next level or to arbitration shall not have been taken within the time specified therefor in this Article.

The time limits specified, however, may be extended by mutual agreement. Failure of the Administration or School Committee to timely respond to a grievance means that the appeal may be taken to the next step immediately. A grievance filed on or after June 1, which, if left unresolved until the beginning of the following year, could result in irreparable harm to a party of interest, shall be considered on a reduced time limit so that the grievance procedure may be completed prior to the end of the school term, or as soon thereafter as practicable.

D. **Levels**

A teacher with a grievance shall first discuss it with his/her Principal or immediate supervisor with the objective being that of resolving the matter informally. Such discussion shall not affect Section C1, above.

1. **Level One**

A teacher with a grievance shall present the grievance, in writing, to the Principal or appropriate immediate supervisor within the time limits specified in Section C1 above. The statement of the grievance shall be clearly set forth in writing. The Principal or appropriate immediate supervisor will meet with the aggrieved employee within five (5) days after receiving such grievance to discuss the alleged grievance and will provide a written answer to the grievance within five (5) days of said meeting.

2. **Level Two**

In the event that the grievance is not disposed of in the preceding step to the satisfaction of the aggrieved employee, the grievance as presented in said step, together with the answer of the appropriate immediate superior shall be referred to the Superintendent of Schools within five (5) days of the date of the answer in the preceding step. Within ten (10) days after the receipt of the written grievance by the Superintendent, he/she will meet the aggrieved employee and a representative of the Educators Association, or member of the Association, in an effort to settle the grievance. The Superintendent, or his/her agent, will provide his/her answer in writing within five (5) days after the date of the meeting.

3. **Level Three**

If the grievance has not been settled at Level Two, the grievance as originally presented, and with the answers in the preceding steps shall be referred to the Mattapoisett School Committee within ten (10) days of the answer of the preceding step. The Mattapoisett School Committee shall meet with the Educators Association representatives not later than twenty-five (25) days after receipt of notification from the Association in an effort to settle the grievance. The School Committee shall provide an answer in writing to the President of the Educators Association, or his/her designated agent, within ten (10) days after the meeting in this step.

- a. "Days" as used in this procedure mean only days on which school is in session and, in addition, work week days during the summer vacation period.
- b. If, because of the complexity of an answer or a decision, more time is required that is specified herein, either party to this AGREEMENT may in good faith request additional time and be granted a limited extension.
- c. A grievance that affects a group or class of teachers and is thus of a general nature may be submitted directly at Level Three of this procedure.
- d. If vacation periods interfere with the time periods specified in the grievance procedure, the Educators Association representative involved will confer with the Administration in an effort to mutually resolve the time conflict in an expeditious manner.

E. **Arbitration**

1. A grievance which has not been settled under the provisions of the Grievance Procedure may be taken to arbitration provided that either party to the AGREEMENT notified the other party of its intention to do so in writing to the Superintendent or to the President of the Educators Association as appropriate, within twenty-five (25) school days of the date of the decision at Level Three of the Grievance Procedure.
2. Arbitration shall be conducted by the American Arbitration Association in accordance with the provisions of the AGREEMENT and the applicable Voluntary Labor Arbitration Rules of the American Arbitration Association.
3. The parties intend that arbitration shall be, whenever possible, on an agreed-upon statement of the matter in dispute and the remedy sought, and will endeavor to reach agreement on such a statement prior to submission to arbitration at either party's discretion.

4. Once a dispute is submitted to arbitration, the sole power to order remedy shall exist with the arbitrator and he/she shall furnish his/her opinion in writing to both parties specifying the reasons for his/her decision.
5. When two or more cases are heard by one arbitrator, he/she shall write a separate opinion and award on each case.
6. Each party shall bear the cost of preparing and presenting its own case.
7. The expenses and fees of the arbitrator shall be shared equally by the Committee and the Educators Association.
8. The arbitrator shall be without power or authority to modify, alter, add to or subtract from the terms of this AGREEMENT.
9. The decision of the arbitrator shall be final and binding on the Committee and the Educators Association and all employees.

ARTICLE IV

THE SCHOOL YEAR

The teachers' work year shall consist of 183 days. The teachers' work year will begin the day before the first day of the students' instructional year."

The working hours for employees shall not be increased during the term of this AGREEMENT unless such increase is made to shorten the school year for students. In the event of such an increase in teachers' hours, the work year for teachers shall continue to be the student school year plus three (3) days as set forth in Article IV of this AGREEMENT.

Past practice with respect to teacher attendance at parent-teacher conferences, faculty meetings, and the like shall continue during the term of this AGREEMENT.

Teachers shall attend the open house in the school they teach. Any teachers* with instructional duties on both campuses shall attend both open houses.

*Any teachers who attend both open houses will be provided 1.5 hours of mutually agreed to compensatory time. Administrators will work collaboratively with each teacher to determine when compensatory time will be taken.

The Committee may provide release time for curriculum purposes each month. Should the Committee decide to provide such release time, it shall be used by teachers for curriculum development, curriculum evaluation and any other practices relating to the same, as determined by a joint effort of the teachers and the Administration.

ARTICLE V

PLANNING PERIODS

- A. Teachers shall receive a minimum of two hundred forty minutes of preparation time per week. Teachers who work on less than a full-time basis shall receive such preparation time on a pro rata basis.
- B. During these planning periods, teachers are required to remain on the school premises.
- C. In the event of an emergency, the teacher engaged in a planning period may leave the school premises with the permission of the Principal or other person designated by the Principal, when he/she is unavailable.
- D. Every effort will be made to schedule preparation so as to provide teachers with a daily preparation period.
- E. One planning period per month will be Administrator directed.

ARTICLE VI

ADMINISTRATIVE MEETINGS

Teachers may be required to attend no more than two (2) meetings per month. The time for these afternoon meetings shall not exceed a cumulative total of 90 minutes unless mutually agreed to extend. At least 48 hours advance notice shall be provided to teachers.

One of the two (2) meetings shall be any curriculum day which extends beyond 3:00 o'clock.

ARTICLE VII

TEACHER EVALUATION

See Attached

ARTICLE VIII

WITHHOLDING OF INCREASES

Increases may be withheld on an individual basis providing the following procedures are followed:

1. The Superintendent shall warn said teacher or teachers by February 15 that said teacher or teachers are in danger of having his/her or their increase(s) withheld for the following year.
2. Notice that an advancement on the Salary Schedule will not be granted, shall be given in writing, by no later than May 15 of the year preceding such intended action.
3. At the time of notification, the Superintendent shall state the reason or reasons why such action is being taken.
4. The teacher shall have the right to appeal the action subject to the conditions of the AGREEMENT between the Mattapoisett Educators Association and the Mattapoisett School Committee.

ARTICLE IX

SICK LEAVE

- A. Teachers will be granted fifteen (15) days sick leave annually, no retroactive, cumulative to a total of 220 days at the beginning of the year with the understanding that should they terminate their employment before the end of the year, they will be granted sick leave at the rate of 1.5 days per month and any time taken in excess of this rate will be withheld from their final check.
- B. Teachers will be required to present a certificate from a physician when sick leave extends for six (6) or more consecutive school days.
- C. When a teacher is absent for illness after sick leave has been exhausted, the amount to be deducted from his/her pay shall be 1/183 of the annual salary for each day of absence.
- D. Not later than October 1st of each school year, each teacher previously employed will receive a statement of sick leave days accumulated to the previous June 30th.
- E. Provided that an employee covered by this AGREEMENT gives written notice of his/her intention to retire from the Mattapoisett School System on or before September 1st of the year prior to said retirement is to be effective, such employee shall be entitled to compensation for unused sick leave with the following conditions:
 1. Such employee has completed ten (10) consecutive years of service in the Mattapoisett School System.
 2. The retiring teacher will be paid the equivalent of one (1) full day's pay at the teacher's current step for each ten (10) unused sick days.

3. In addition to the above, a retiring employee may elect to have the gross lump sum of the benefits provided in Section E, paid pre-tax to their designated contributory 403 B account, subject to the limits of IRS regulations.
- F. Teachers shall be granted the use of seven (7) days of sick leave annually for illness in the immediate family, provided such days are subtracted from their sick leave allowance. For purposes of this section, immediate family shall be defined as spouse, parent, child of the bargaining unit member or their spouse, or a person living in the immediate household of the bargaining unit member.
- G. Teachers shall be granted the use of one (1) sick leave day annually for bereavement purposes not addressed through the immediate family provision of Article XII, provided such day is subtracted from their sick leave allowance
- H. Paid sick leave shall be granted to and taken by any teacher who is entitled to Workmen's Compensation or other disability income benefits in accordance with the provisions of this Article, except that the amount of paid sick leave which such teacher shall be paid shall be reduced by the amount of Workmen's Compensation or other disability income benefits to which she or he may be entitled, and the charge against the teacher's sick leave accrual shall be prorated to correspond to such payment.

SICK LEAVE BANK

- A. In the event of extended illness of an employee under this AGREEMENT, an additional source of aid shall (unless the Board of Directors decides not to grant such aid) be provided by means of a Sick Leave Bank to provide additional days beyond accumulated sick leave benefits.
- B. The Sick Leave Bank shall acquire its assets from those persons covered in this AGREEMENT by the voluntary donation before October 1 of the school year of no more than five (5) sick leave days in any one year from the entitlement of already accumulated sick leave by an employee employed under this AGREEMENT. Such days shall be taken by the bank in units of (1), with each subsequent day taken only should the bank become depleted. Only those persons who donate to the Sick Leave Bank as set forth above shall be eligible for the benefits thereof.
- C. The policy concerning the operation of the Sick Leave Bank and the awarding of extended sick leave days from the bank will be governed by a Board of Directors consisting of two (2) members appointed by the School Committee and two (2) members appointed from the Mattapoisett Educators Association who shall be voting members. The Specific operation of the bank shall be administered by the Superintendent of Schools. Said bank shall begin operation as soon as possible after this AGREEMENT takes effect, and in any event within thirty (30) days October 1st.
- D. No person may be granted any sick leave accumulation on deposit in the sick Leave Bank as long as such person has accumulated sick leave accruing to his/her personal credit.

- E. All sick leave donations made to the Sick Leave Bank shall become the property of the Bank and shall remain therein from year to year for use when application is made for benefits by an eligible member.
- F. Any member of the bargaining unit who has been actively employed during the school year in which application to the Board is made and who has been sick or disabled for at least fifteen (15) continuous school days and who has joined the Bank shall be eligible for Bank benefits.
- G. The Sick Leave Bank will not cover pregnancy leaves, unless medical complications arise.
- H. Application for benefits shall be made in writing to the Sick Leave Bank Committee accompanied by a doctor's certificate as to the need for and anticipated extent of extended recovery time from illness.

ARTICLE X

SABBATICAL LEAVE

- A. The purpose of the Sabbatical Leave Policy is threefold:
 - 1. Recognition of professional excellence as a teacher.
 - 2. Encouragement of professional growth for teachers.
 - 3. Improvement of the Mattapoisett Public Schools.
- B. Any teacher who has served continuously in the Mattapoisett Public Schools for a period of at least seven (7) years may, at the recommendation of the Superintendent of Schools, be granted sabbatical leave of absence not to exceed one year for study or research. The applicant must provide with his/her written request for such leave a plan which will include a complete statement of aims and objectives and the procedure whereby these aims and objectives are to be achieved.
- C. A teacher on sabbatical leave shall receive a salary equal to one-half (1/2) of the salary to which he/she would have been entitled had he/she remained in the school system for the period of leave. For teachers, salary will be interpreted to mean the basic salary excluding supplemental payments for special assignments.
- D. Preliminary requests for a leave of absence shall be made in writing to the Superintendent of Schools on or before October 15 of the school year prior to the school year for which the leave is requested. Final determination of the request for a leave of absence on the part of the teacher and the Mattapoisett School committee shall be made no later than April 30 of the school year prior to the school year for which the leave of absence is requested.
- E. Before beginning the sabbatical leave, the teacher shall agree to the Committee that, upon termination of such leave, he/she will return to service in the Mattapoisett Public Schools

for a period of at least two (2) years and that, in default of completing such service, he/she will refund to the Town of Mattapoisett an amount equal to such proportion of salary received by him/her on leave as the amount of service not actually rendered as

agreed bears to the whole amount of service agreed to be rendered. The Committee may terminate a sabbatical leave if the employee on such leave violates the expressed terms of the Sabbatical Leave Agreement agreed to by the Committee and such employee prior to such leave.

- F. A teacher returning from sabbatical leave shall be placed on the step of the salary schedule that he/she would have attained had he/she remained in the Mattapoisett Public Schools.
- G. If possible, on return to the Mattapoisett Public Schools, a teacher shall be assigned to the position that he/she held before leaving the Mattapoisett Public Schools.
- H. For this school year and ensuing school years, not more than one leave of absence shall be granted under the provisions herewith listed and Section 41A of Chapter 71, M.G.L.

ARTICLE XI

LEAVE OF ABSENCE FOR PERSONAL OBLIGATIONS WITHOUT LOSS OF PAY

- A. Teachers of the Mattapoisett Public Schools will be granted leave without loss of pay up to three (3) days per school year for serious illness in the immediate family, court business, or obligations that cannot be carried on at any other time. The "immediate family" is defined to include mother, father, husband, wife, son, daughter, brother, sister, grandparents or person living in the immediate household of the bargaining unit member or spouse. One (1) sick leave day each year may be used for bereavement purposes not addressed through the immediate family provision of Article XII. These days shall not be cumulative. It is recognized that these days are provided for the purposes set forth above and are not vacation days. Personal leave may neither be taken as vacation or holiday nor used to extend a vacation or holiday for vacation or holiday purposes.
- B. Such notice must be in writing on the district-wide form utilized by the central office.

ARTICLE XII

LEAVE OF ABSENCE FOR PERSONAL BEREAVEMENT

- A. Upon written request to the Superintendent of Schools, teachers of the Mattapoisett Public Schools may be granted up to and including five (5) days of leave without loss of

pay for bereavement purposes. Bereavement leave is for the immediate family which includes mother, father, husband, wife, son, daughter, brother, sister, grandparent, grandchild, adoptive or foster child or legal guardian, or person living in the immediate household of the bargaining unit member or spouse.

- B. Upon written request to the Superintendent of Schools, teachers of the Mattapoisett Public Schools may be granted additional leave without loss of pay for bereavement purposes, but such consideration shall be at the discretion of the Mattapoisett School Committee.
- C. Upon written request to the Superintendent of Schools, teachers of the Mattapoisett Public Schools may be granted one (1) sick leave day of leave without loss of pay for bereavement purposes not addressed through the immediate family provision in Article XII. Teachers wishing to exercise this provision should provide administration with a minimum of 48 hours of notice whenever possible.

ARTICLE XIII

EXTENDED LEAVE OF ABSENCE

A. Parental Leave

1. An employee who desires parental leave will make every effort to notify the Superintendent of his/her anticipated leave date as soon as practicable, and in accordance with M.G.L. c149 §150D.
2. If such employee has completed three consecutive months of active employment in the school system and has given two weeks' notice of his/her expected departure date and notice that he/she intends to return, he/she will be entitled up to eight (8) weeks' parental leave without pay.

B. Family Medical Leave Act (FMLA)

In accordance with current federal and state laws such as the Massachusetts Parent Leave Law, Family and Medical Leave Act, Pregnancy Discrimination Act, And Small Necessities Leave Act the district would comply at a minimum; however, the contract may offer additional benefits.

In the case of family medical leave, leave under FMLA commences when an employee's family medical leave commences, and such FMLA leave shall run concurrently with parental leave. From the commencement date of family medical leave through the following eight (8) week period, the employee taking family medical leave is allowed to use up to forty (40) sick days of leave, dependent on the actual number of work days occurring within the eight (8) week span. At completion of the eighth (8th) week, the employee is allowed unpaid FMLA leave for an additional four (4) weeks.

Such an employee shall be entitled to the use of sick leave for any period of physical disability due to her pregnancy and birth upon written certification of such physical disability by her attending physician. Sick leave shall be allowed only for days on which teachers would normally be working during their regular work year.

For all FMLA leaves of absences, including but not limited to family medical leave, the employer will continue to contribute its share of any applicable health insurance premiums during the entire twelve (12) week unpaid leave period provided by FMLA. Following expiration of the twelve (12) week unpaid leave period provided by FMLA, an employee on extended leave of absence under this Article may continue group health insurance coverage during the leave as provided to bargaining unit members not on leave by reimbursing the Treasurer for the Town of Mattapoisett for one hundred percent (100%) of the premium cost, unless said employee continues to be disabled due to childbearing/birth and is thereby eligible to continue to use sick leave benefits, either accumulated or provided by the Sick Leave Bank, or be placed on a Medical Leave of Absence. Failure to forward timely premium payments will terminate this option. A teacher with professional teacher status may be granted a leave of absence without pay or increment of up to one (1) year for the purpose of caring for a sick member of the teacher's immediate family. The "immediate family" is defined to include mother, father, husband, wife, son, daughter, sister, brother, grandparents, or person living in the immediate household of teacher or spouse. The Superintendent has the right to request the teacher to furnish appropriate medical evidence.

C. Extended Leave

In the event an employee with professional status desires a leave without pay longer than the eight (8) weeks provided by statute, such leave without pay may be extended up to one (1) year for child rearing purposes, provided that the termination of such leave coincides with the beginning of a school year or a marking period. In order to implement this extension, the employee must indicate his/her initial letter of application to the Superintendent of Schools for such leave, and in the case of an employee intending to return at the beginning of a school year, a written notification stating the employee will or will not return in September must be submitted no later than April 1, within the leave period. Extended leaves of absence may be granted in the sole discretion of the Superintendent or his/her designee. A teacher on extended leave of absences under this Article XIII (not subject to FMLA) may continue group health insurance coverage during the leave as provided to bargaining unit members not on leave by reimbursing the Treasurer for the Town of Mattapoisett for one hundred percent (100%) of the premium cost. Failure to forward timely premium payments will terminate this option.

An employee on parental leave pursuant to this Article XIII, shall, at the termination of such leave, be restored to the active employ of the Committee unless she would not otherwise have remained in such employ. Where feasible, on return to the Mattapoisett Public Schools from parental leave, the employee shall be assigned to the position that he/she held before commencing the leave. In determining the placement on the salary schedule of a teacher who returns from a parental leave of absence, credit for a full year of teaching will be given on the

salary schedule for the school year during which the leave began, if the employee completed at least half the number of school days during said school year.

A professional employee with PTS or professional employee with PTS who has completed one (1) full year of employment shall be entitled to an unpaid or paid leave if there is accumulated sick leave available for the period not exceeding eight (8) weeks for the purpose of adopting a child. Said leave may be extended beyond the aforementioned eight (8) weeks for up to one (1) year (inclusive of the eight (8) weeks). Said employee must give to the employer at least two (2) weeks' notice, if possible, of the anticipated date of departure and intention to return. If said employee intends to exercise the extension option they shall notify the employer at the time of their initial notice.

An employee on adoption leave pursuant to this Article XIII, shall, at the termination of such leave, be restored to the active employ of the committee unless he/she would not otherwise have remained in such employ. Where feasible, on return to the Mattapoissett Public Schools from parental leave, the employee shall be assigned to the position that he/she held before commencing the leave. In determining the placement on the salary schedule of an employee who returns from an adoption leave of absence, credit for a full year of teaching will be given on the salary schedule for the school year during which the leave began, if the employee completed at least half the number of school days during said year.

A teacher with professional teacher status may be granted a leave of absence without pay on increment for up to one (1) year for personal health reasons. Requests for such leave will be supported by appropriate medical evidence.

ARTICLE XIV

TEACHER SERVICE COMPENSATION

Additional compensation shall be granted to teachers who have given satisfactory teaching service to the Mattapoissett Public Schools according to the following conditions:

- | | | |
|-----|----------------|---------|
| (a) | 10 to 14 years | \$500 |
| (b) | 15 to 19 years | \$600 |
| (c) | 20 to 29 years | \$1,000 |
| (d) | 30 plus years | \$1,200 |

The amounts so indicated shall not be cumulative.

Teacher Service Compensation shall be paid in a single lump sum check during the first week in December.

In any three (3) consecutive years following the completion of fifteen (15) years of service in the Mattapoissett Public Schools, a bargaining unit member has the option of augmenting his/her service compensation by \$667 per year. Such augmented service compensation shall be in lieu of any benefits to which a bargaining unit member is otherwise

entitled pursuant to Article XVIII of this Agreement. After the unit member has received augmented service compensation for three (3) years under this Section, the unit member's service compensation shall revert to the benefits as specified in Paragraph 1 of this Article.

Any eligible bargaining unit member who wishes to receive this benefit shall so notify the Superintendent in writing no later than September 1 preceding the first school year in which the augmented service compensation is to become effective.

ARTICLE XV

SUPERMAXIMUM COMPENSATION

Any teacher who has attained his or her normal maximum salary shall receive in addition to such maximum the sum of nine hundred and fifty (\$950) dollars provided he or she meets the following requirements:

Obtains three (3) or more credits in academic study, with subject matter (1) and institution (2) approved by the Superintendent of Schools, and achieves a grade of eighty percent (80%) or equivalent in such study.

- (1) Classes in Mathematics, Language, Science, Literature, Creative Writing, History, Economics, Political Science, Philosophy and Appreciation of Art or Music shall be considered, or any other courses approved in advance by the Superintendent of Schools.
- (2) Acceptable college credits submitted by the teachers of the Mattapoisett Public Schools to satisfy this requirement must be earned at institutions accredited by the National Council of Teacher Education, or one of the six recognized accrediting agencies, or both.

Alternatively, a three (3) credit in service course, as approved by the Superintendent of Schools, may be used for the purposes of this Article. However, no more than six (6) credits earned from in service courses may be applied toward movement from one preparation level to another.

The Super maximum requirement may be fulfilled as many times as the teacher desires, but in no event shall the \$950 dollars, additional compensation be paid for more than three (3) years after the most recent completion of the requirement necessary for such additional compensation.

All Super maximum compensation payments shall commence on the September following the completion of the study. Except that payments for an eligible course of study taken during the second year of a three (3) year super maximum cycle may commence upon the completion of payments for that cycle.

A course that qualifies for Super maximum compensation under this Article may be used for Super maximum compensation or may be counted toward movement from one preparation level to another, but not both during the same year.

ARTICLE XVI

BLUE CROSS-BLUE SHIELD AND GROUP LIFE INSURANCE

- A. Permanent employees who work twenty (20) or more hours per week shall be eligible to join any group health insurance plan offered by the Town of Mattapoisett. The Town shall pay seventy-five percent (75%) of the premium and the employee shall pay twenty-five percent (25%) of the premium for the applicable plan. Any changes or proposed changes to current plans, benefits, levels of benefits will be provided in advance of implementation to the Association for purposes of collective bargaining negotiations. Permanent employees who work twenty (20) or more hours per week shall be eligible to participate in the Town's contributory Life Insurance in the amount of \$10,000, with the Town paying fifty percent (50%) of premium cost and the employee paying fifty percent (50%).

The current health insurance plans will be replaced with the following:

1. "Network Blue New England" will be replaced by "Network Blue New England Low Option";
2. "Blue Care Elect Preferred" will be replaced by "Blue Care Elect Preferred Low Option";
3. "Harvard Pilgrim Health Plan" will be replaced by "Harvard Pilgrim Health Plan Low Option"

B. Blue Cross Blue Shield and Group Life Insurance

1. Employees hired after July 1, 2012 shall pay fifty percent (50%) and the Town shall pay fifty percent (50%) of the premium of the health insurance plan chosen by the employees and offered by the Town.
2. All current employees (hired prior to July 1, 2012) who do not currently participate in the group health insurance plan offered by the Town, may join the health insurance program at some time in the future and shall not be considered as new employees as stated in paragraph 1, above. Therefore, all current employees shall continue to pay twenty-five percent of the health insurance plan.
3. Any current employee who may be laid off according to **Article XXVI – Reduction in Force** who may be placed on a recall list and subsequently

re-hired by the District, shall not be considered as new employees as stated herein in paragraph 1.

ARTICLE XVII

DUES DEDUCTIONS

- A. The Committee agrees to have the Treasurer of the town of Mattapoisett deduct from the salaries of teachers who have on file with the Committee an executed current dues for the Association, the Massachusetts Teachers' Association, and the National Education Association, and to transmit the monies deducted to the Association Treasurer. Teacher annual authorizations shall be in writing in the form set forth below:

"Dues Deduction Authorization Card"

Name
Address

I hereby request and authorize the Treasurer of the town of Mattapoisett to deduct from my earnings and to transmit to the Treasurer of the Mattapoisett Educators Association \$ ____ to provide for regular payments of the annual membership dues of the Mattapoisett Educators' Association, Massachusetts Teachers Association, and National Education Association in equal monthly deductions from the first payroll period in each month. I may withdraw this authorization by giving at least sixty (60) days' notice in writing of such withdrawal to the Committee. I further understand that if I leave the System or withdraw this authorization before the end of the school year, the balance due will be deducted from my last paycheck upon leaving or prior to the effective date of the withdrawal of this authorization, as the case may be. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization, and relieve said Committee, and any or all officers of the Committee from any liability therefor.

Teacher's Signature

Date

- B. Deductions referred to in Section XVII A above will be made in equal payments in amounts certified by the Treasurer as being the regular membership dues of the Association, the Massachusetts Teachers' Association, and the National Education Association, from the first payroll period in each month.

ARTICLE XVIII

RETIRING TEACHERS COMPENSATION

Teachers with ten (10) or more years of service in the Mattapoisett Public Schools, and who will retire under the rules and regulations of the Massachusetts Teachers Retirement System at the conclusion of a given year, shall be granted a supplementary increment in the amount of two

thousand dollars (\$2,000) for services performed during the final year providing the following requirements are met:

1. The request shall be made in writing on a standardized resignation form to be supplied by the Superintendent on or before September 1 of the year prior to said retirement. For example, if a member is retiring on June 2020, the letter needs to be submitted by September 1 of 2019. The retirement compensation will be paid out in the following fiscal year (July 2020).
2. The request shall state the exact date of such retirement.

ARTICLE XIX

SUBSTITUTES FOR SPECIALIZED TEACHERS

When a special teacher in Art, Physical Education, Technology, Media Specialist or Music is absent, the Principal or Head Teacher will make a reasonable effort to provide a substitute teacher.

ARTICLE XX

DUTY-FREE LUNCH PERIOD

Teachers will have an uninterrupted duty-free lunch period of at least thirty (30) minutes duration each school day. During this lunch period, teachers may leave the school premises provided that prior notification is given to the Principal.

ARTICLE XXI

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

- A. Upon the approval of the Superintendent, teachers may be granted release time not to exceed three (3) full days or six (6) half days per year for purposes of research, planning, professional conferences, and/or visitations to other schools. Mandatory (administratively scheduled) parent conferences shall not operate so as to diminish the number of days available to individual teachers pursuant to this Article. Said release time shall be granted subject to the following conditions:
 1. Requests for release time must inculcate and clearly demonstrate concepts which will enhance the educational welfare of children in the Mattapoisett Public Schools through the use and management of release time.

2. At least ten (10) school days in advance, or upon less notice in unusual or exceptional circumstances, teachers requesting release time shall file a written statement of intent and purpose with the Principal. The Superintendent may authorize more teachers if deemed appropriate.
3. No more than three (3) teachers per elementary school will be granted such release time on any given date at the discretion of the Superintendent. The Superintendent may authorize more teachers if deemed appropriate.
4. Reimbursement will be provided for registration fees, lunch or travel necessary for the fulfillment of the purpose for which release time is granted as follows:

Registration Fee	Not to exceed \$600 per annum
Lunch	Not to exceed \$10.00 per teacher
Travel	The prevailing IRS rate

Validating evidence, such as receipt of payment, signed lunch check, and actual miles traveled, will be furnished with each request for reimbursement.

5. Insofar as possible, aides and interns will be utilized to release teachers and, in the event it is impossible to utilize the service of aides and interns to perform the duty, substitute teachers shall be retained.
 6. If travel is authorized in the course of employment, teachers will be reimbursed at the prevailing IRS rate. It is understood that teachers will not be reimbursed for travel within the Old Rochester District.
- B.
1. Teachers who do not utilize the release time stated above in Article XXI, during the teacher work day, may use the allotted funds (\$600.00) for payment towards pre-approved graduate courses taken after work hours and/or during the summer.
 2. If a teacher opts for this course payment in lieu of Article XXI release time, he/she will not be eligible for conference support during the same school year.
 3. Teachers are not required to be enrolled in advanced degree programs to be eligible for this provision.
 4. This payment may not be applied towards the Article XV, Super maximum Compensation. Any course(s) completed under this provision will be eligible for salary schedule level change, consistent with the procedures specified by Article XXVIII, Tuition Reimbursement.
 5. If the Principal or Superintendent requires that a teacher to take a course, these funds will not be utilized for payment towards the course. In the event a teacher is on an "Improvement Plan", according to the instrument referred to in Article

VII, E, the utilization of these funds may be discussed by the parties.

6. The parties will develop and agree upon a “Professional Development Form” to be used for application for reimbursement under Section B.1.

ARTICLE XXII

NON-INSTRUCTIONAL DUTIES

Classroom teachers will not be required for duties arising from student arrival. Teachers will be responsible for picking up their students at 8:30 a.m. One classroom teacher per grade level will be responsible for recess duty. Classroom teachers will continue to dismiss students according to the current practice. Those teachers who teach less than full-time or are assigned to a building less than full-time shall have such duties assigned on a pro rata basis.

ARTICLE XXIII

PARENT-TEACHER CONFERENCES

Parent-Teacher conferences will be scheduled over two (2) early release days during the fall and two (2) early release days during the spring. Teachers will schedule appointments to meet with the parents. However, both the time and duration will be determined by the teacher and the parents. In addition, teachers shall be free to leave the premises when they have no conference(s) scheduled.

ARTICLE XXIV

CLASS SIZE

The Committee and the Association recognize that class size is an important factor in providing a quality education. The Committee will make every reasonable effort to maintain a pupil-classroom teacher ratio of 25 to 1. However, the Association recognizes that the final decision on matters relating to class size rests with the School Committee.

ARTICLE XXV

ELEMENTARY SCHOOL VACANCIES AND TRANSFERS

A. Vacancies

1. All elementary school vacancies in professional positions shall be publicized and emailed by the Superintendent of Schools by means of a notice which shall be

placed in the mailboxes of all teachers as soon as possible after such positions become available.

2. Vacancies occurring during the months of July and August shall be publicized by a written notice transmitted to the President of the Mattapoissett Educators Association by mail and by posting the notice in the Office of the Superintendent of Schools.
3. Positions to fill vacancies shall not be advertised outside the Mattapoissett Public Schools before being posted within the Mattapoissett Public Schools.
4. Whenever a position vacancy is declared and posted, the qualifications, duties and compensation for the position vacancy shall be set forth in the notice.
5. The Superintendent will consider the professional background, quality of service, present assignment, areas of competency, concentration of specialized study, record of experience, and professional dedication of all candidates. All conditions being equal, the length of service in the Mattapoissett Public Schools will be considered and a judgment preference given to said employees.
6. A position vacancy shall exist whenever, within any classification as contained in Article XXVI.C., there exists more positions than there are teachers, either employed by the Committee or eligible for recall under Article XXVI, to fill the existing positions.
7. Prior to the posting of a position vacancy, the Superintendent shall consider the transfer requests of bargaining unit members. Transfer requests shall be made in writing to the Superintendent, and shall include assignments to which a transfer is desired. Transfer requests shall remain in effect until January 1st following their receipt. The granting of transfer requests is at the discretion of the Superintendent.

B. Transfers

1. When the involuntary transfer of a teacher from one school to another is deemed advisable by the Superintendent, in deciding which teacher is to be transferred, he/she will consider the teacher's area of competence, major and/or minor field of study, quality of teaching performance, seniority, and the needs of the school system. Such involuntary transfer will be made only after a meeting between the teacher involved and the Superintendent (or his/her designee), at which time the teacher will be given the reasons for the transfer. In the event that the teacher so requests in writing within five (5) days of this meeting, the action of the Superintendent will be reviewed by the School Committee.

Notification of involuntary transfer shall be given to teachers as soon as practicable, but no later than June 1.

Notification of involuntary transfer shall be in writing to the candidate for transfer and the President of the Association.

2. It is recognized that the final decision for all transfer and assignment rests with the Superintendent, except that if a timely appeal is taken to the School Committee under paragraph 2, the final decision shall rest with the Committee.

ARTICLE XXVI

REDUCTION IN FORCE

A. Seniority for purposes of this Article is the length of continuous employment as a professional employee in the Mattapoisett Public Schools measured from the first day for which compensation was received as a professional employee, including time spent on paid and unpaid leaves of absence authorized by this AGREEMENT or by the School Committee. An employee will lose his/her seniority for the following reasons:

1. He/she terminates his/her professional employment in the Mattapoisett Public Schools.
2. He/she is discharged, or laid off and not recalled under Section E.
3. He/she takes an unauthorized leave of absence in excess of ten (10) continuous school days.

Time lost as a result of suspension will not continue a break in seniority, but will be subtracted from it.

B. Qualified for purposes of this Article means certified in the appropriate area by the Massachusetts Department of Education and having that certification on file with the Superintendent as of September 30 of the school year in which the reduction in force is announced.

C. The classifications referred to in this Article are:

1. Elementary
2. Music
3. Art
4. Physical Education
5. Speech
6. Special Needs
7. Reading
8. Technology Instructor
9. School Adjustment Counselor
10. Remedial Instruction
11. Media Specialist

- 12. Health
- 13. Nurse
- 14. School Psychologist
- 15. Science Specialist

- D. In the event a reduction in the number of professional personnel covered by this AGREEMENT is deemed advisable by the Committee, a qualified teacher with professional status shall have the right to bump:
1. A teacher without professional status whose position the teacher with professional status is qualified to fill.
 2. A teacher with professional status in the same classification who has less seniority.

- E. If, subsequent to such a reduction, vacancies occur, the personnel who have been laid off within the prior twenty-four (24) months under the foregoing, provisions shall have recall rights on the basis of seniority at the of layoff to vacancies in the classification which he/she was assigned at the time of layoff. At the end of twenty-four (24) months, an employee loses all recall rights.

If a person is laid-off between September 1 and June 15, the recall period shall begin on the last day worked. If a person is laid-off between June 15 and September 1, the recall period shall begin on September 1. A vacancy shall be deemed to be filled on the date the Committee votes to fill the position.

- F. A person who has recall rights under Section E shall be notified of such vacancy by means of a letter sent to his/her last address of record. The person shall have seven (7) days from receipt of the letter to notify the Superintendent of his/her desire to return. If notification of acceptance of the vacant position is not received within this period, that person shall forfeit all rights and benefits provided for in this Article.

A person who exercises his/her recall rights and resumes employment in the Mattapoissett Public Schools shall be credited with all benefits and privileges that he/she was entitled to as of the date of layoff.

- G. To the extent permitted by M.G.L. c.32B and the Town By-Laws, laid-off employees may continue group health and life insurance coverage during the recall period as provided to members of the bargaining unit by reimbursing the Town Treasurer for premium cost. Failure to timely forward premium payments or refusal to return to employment on recall will terminate this option.
- H. In cases where two (2) or more employees have the same seniority, the Superintendent shall have the discretion to determine the order of layoff and recall of those employees, and his/her judgment shall be final and binding and not subject to the grievance or arbitration provisions of this AGREEMENT.

- I. Professional employees not covered by this AGREEMENT who are laid off from their bargaining unit position shall be treated for purposes of this Article as if they were persons covered by this AGREEMENT and shall be treated as being in the Elementary classification.
- J. A list specifying the seniority of each member of the bargaining unit shall be prepared by the Committee and forwarded to the President of the Association within thirty (30) days following the execution of this AGREEMENT. An updated list shall be supplied by the Committee annually thereafter.
- K. If the reassignment of personnel due to a reduction in force is deemed advisable by the Superintendent, his/her judgment in this regard shall be final and binding and not subject to the grievance or arbitration provisions of this AGREEMENT.
- L. Teachers with professional status who are to be affected by a reduction in staff should normally be notified no later than May 15 of the school year preceding the September in which the reduction will take place. It is recognized, however, that such notification of the intended reduction may be given after May 15, and that reduction may occur during a school year. In such cases, the teacher with professional status shall receive notice of the intended layoff at least 30 days, exclusive of customary vacation periods, before the effective date of the layoff.
- M. This Article does not apply to teachers without professional status.

ARTICLE XXVII

ASSOCIATION BUSINESS LEAVE

Representatives of the Association, as designated by the President, shall be granted leave with pay for Association business that cannot be conducted except by leaving school premises during the teacher work day. Such leave shall not exceed two (2) days in any work year. The Association shall make every effort to give at least one week's notice for such leave and in no event less than forty-eight (48) hours' notice. This time restriction may be waived by the Superintendent. This leave shall be taken in full-day units.

ARTICLE XXVIII

TUITION REIMBURSEMENT

Eligible teachers may apply, in accordance with this Article, for tuition and fees reimbursement for approved courses that are commenced after that date. A teacher shall be eligible to apply for tuition and fees reimbursement under this Article if he/she has completed two (2) years of continuous employment in the employ of the Committee. A teacher may not receive tuition for any course or credits toward Supermaximum compensation under Article XV.

In order to qualify for tuition and fees reimbursement, courses must be approved in advance by the Superintendent both as to subject matter and accredited educational institution. Such study must be pursuant to a degree program in which the teacher is enrolled, in computer science, Masters of Education, or another area approved in advance by the Superintendent. Application for such approval may be made in writing, on or after April 15 with respect to courses to be commenced during the following September 1 through August 31. Applications for tuition and fees reimbursement shall be processed in order of receipt.

Alternatively, a three (3) credit in-service course, as approved by the Superintendent of Schools, may be eligible under this Article. However, no more than six (6) credits earned from inservice courses may be applied toward movement from one preparation level to another.

In order to receive tuition and fees reimbursement, a teacher must provide documentation of successful completion of the course with a grade of eighty percent (80) or B- or equivalent, and must agree to continue in the Committee's employ for one (1) year from completion of the course and, in default thereof, to refund the Committee the amount received. Should a teacher receive financial aid for a course from some other source (i.e. grant, scholarship), he she shall be eligible only for the difference between the tuition and fees for the course and the amount received from such other source, not to exceed the maximum benefit.

Tuition and fees reimbursement shall be subject to the allotment of funds budgeted for tuition and fees reimbursement program, which shall be seven thousand dollars (\$7,000) per contract year. Tuition and fees shall be seventy-five percent (75%) of tuition and fees costs up to a maximum of \$800 dollars (\$800) per teacher per year provided, however, that a teacher may apply for seventy-five percent (75%) tuition and fees reimbursement in excess of such eight hundred dollars (\$800) maximum if the seven thousand dollars (\$7,000) allotment is not consumed by another teacher seeking tuition and fees reimbursement within such eight hundred dollar (\$800) maximum.

Teachers who will qualify for a salary schedule level change through the completion of approved college or university graduate course work must meet the following conditions before such a change may be implemented.

- Teachers must inform the superintendent in writing of their anticipated eligibility for a level change before December 15 of the school year preceding the change.
- Level changing teachers must submit all transcripts and relevant records regarding successful completion of approved coursework prior to the beginning of the school year in which the advance will be made.

ARTICLE XXIX

AGENCY SERVICE FEE

Pursuant to the provisions of Section 12 of G.L. c. 150E, as a condition of continued employment, any bargaining unit member who is not paying dues to the Association shall pay an

Agency Fee to the Association as the exclusive bargaining agent. Said fee shall be paid to the Association pursuant to the provisions of Article XVII of this Agreement. An employee who chooses to pay the Agency Fee shall notify the Treasurer of the Association by March 15, of the manner in which he/she intends to pay the fee. The Treasurer of the Association shall annually certify to the Committee the amount of said fee. If an employee has not paid the fee subsequent to the Association's request for same, the Committee, upon notification by the Association, shall suspend the employee without pay for three (3) days. No employee shall be suspended for more than three (3) days in any one (1) school year for failure to pay the Agency Service Fee. An employee suspended pursuant to the provisions of this Section shall be immediately restored to service upon payment of the fee to the Association.

ARTICLE XXX

CHILDREN OF FACULTY MEMBERS

Seven (7) children of bargaining unit members with professional status who do not reside in the Town of Mattapoisett shall be permitted to attend the regular day program of the Mattapoisett Public Schools on a tuition-free basis.

Letters for consideration may only be submitted after August 1st of the year prior to the child's anticipated entry.

In addition, the following factors may be considered by the District in enrolling children of staff:

- a) There will be a tuition charge for all full day kindergarten students if the district charges for full day kindergarten.
- b) The district may impose a cap on enrollments, if the addition of a staff member's child may cause the District to increase the number of class sections in that particular grade level.
- c) The maximum number of non-resident faculty children per grade level will equal three (3).
- d) In the event there are more bargaining unit member applicants than there are slots for children of teachers, there shall be a lottery by the end of April of each school year, or when the need arises. The names of the applicant bargaining unit members shall be placed into a lottery for each open slot. The name shall be drawn by the Superintendent or designee. There shall be no negative impact on bargaining unit members' children currently in the Mattapoisett school system, due to a choice program.

ARTICLE XXXI

TRAVEL

Teachers who are assigned to more than one school in one school day will receive the School Committee's established mileage rate. Mileage must be logged by teacher and submitted as requested by administrator.

ARTICLE XXXII

FLEXIBLE SCHEDULE

When the Administration desires to implement a flexible work schedule, the administration shall first seek qualified volunteers. In the event that there are not a sufficient number of qualified volunteers, the Administration may then require a teacher(s) to change his/her required hours provided that no unit member will be laid off as a result; and no unit member will have any action taken against him/her for refusing to participate in the arrangement.

The Administration shall discuss the propose change in hours with the Association President and the affected teacher(s) by May 15th.

If the affected teacher(s) and the Association agree in writing to the flexible work schedule, the change will be implemented during the following school year and the terms will be included in a written Memorandum which will expire at the end of the school year in which it is implemented. All provisions of the Agreement will apply to the Flexible Schedule unless modified by the parties.

The teacher(s) hours will not be changed so that such change will increase the total number of hours in the teachers' work day beyond that required by this Agreement.

ARTICLE XXXIII

EFFECT OF AGREEMENT

Failure by the Association and/or the Committee in one or more instances to enforce any provision or provisions of this Agreement shall not be construed as a waiver of said provision(s).

ARTICLE XXXIV

PRECEDENCE OF LAWS AND REGULATIONS

In administering all matters covered by this Agreement, the Committee and the Association are governed by the provisions of this Agreement, and any existing or future laws and regulations and amendments thereto which may be applicable, and this Agreement shall at all times be applied in accordance with and subject to such laws and regulations. Should any provision of this Agreement be deemed to conflict with any such laws or regulations, it may become the subject matter of discussion by the parties hereto for the purpose of attempting to negotiate a substitute provision in compliance with the requirements of such law or regulations. Should any provision of this Agreement become invalid, the remainder of this Agreement shall remain in full force and effect for its duration.

Article XXXV

SURVEILLANCE EQUIPMENT

In accordance with District Policy ECAF- Security Cameras in Schools, the school committee authorizes the use of security cameras in school district buildings and on its property to ensure the health, welfare and safety of all students, staff and visitors, to deter theft, vandalism and other negative behavior, to safeguard district buildings, grounds and equipment and to monitor unauthorized individuals in or on school property.

Security cameras/surveillance equipment shall not be used for the purpose of evaluating bargaining unit members.

ARTICLE XXXVI

DURATION OF AGREEMENT

This **AGREEMENT** is effective September 1, 2018. This **AGREEMENT** shall remain in full force and effect until August 31, 2021 and from year to year thereafter unless either party notifies the other party prior to December 15, 2020, or any December thereafter, of its desire to terminate or modify this Contract. Such notification shall be by registered United States mail to the responsible signatures of this **AGREEMENT**.

IN WITNESS WHEREOF, the Committee has caused this instrument to be duly executed by its authorized designees, and the Association, acting in behalf of the employees, has caused this instrument to be signed by its proper officers hereto duly authorized this day of _____, 2018.

MATTAPOISETT EDUCATORS
ASSOCIATION

MATTAPOISETT SCHOOL
COMMITTEE

-
- II. The rates of compensation shall continue in effect for the duration of this Agreement.
- III. All annual salaries shall be paid in twenty-six (26) payments. Teachers may elect at the start of the school year to receive their pay for the four (4) payments of the summer months in one lump sum to be paid as the first payment in July.
- IV. The per annum rate of regular teachers, except substitute teachers, shall be based upon the school year as prescribed by the Mattapoisett School Committee as defined in Article V. Effective September 1, 2002, deductions for days in non-pay status shall be made on the basis of 1/183 of the per annum rates of compensation.
- V. The Mattapoisett School Committee reserves the right to deviate from this schedule in establishing the starting salaries for teachers new to the system provided these teachers are able to show at least three (3) years teaching or related experience in their field, except that in the case of extreme need to fill a position when a qualified person cannot be procured at the proper step level, the Superintendent may hire at a higher level.
- VI. All level change compensation payments shall commence on the September following the completion of the study. Requests for level changes shall be made on a form provided by the Administration and by the following dates.
- Anticipated eligibility – December 15th of previous school year.
 - Transcripts and records – prior to beginning of school year.

APPENDIX A
Salary Schedules

2018-2019 School Year							
2.50%	Bachelors	B + 15	M	M + 15	M + 30	M + 45	M + 60
Step 1	\$49,500	\$51,620	\$54,875	\$56,896	\$58,915	\$60,434	\$61,600
Step 2	\$51,479	\$53,684	\$57,070	\$59,172	\$61,272	\$62,851	\$64,063
Step 3	\$53,538	\$55,831	\$59,352	\$61,539	\$63,723	\$65,364	\$66,626
Step 4	\$55,680	\$58,065	\$61,727	\$64,000	\$66,272	\$67,979	\$69,291
Step 5	\$57,908	\$60,388	\$64,196	\$66,560	\$68,922	\$70,699	\$72,063
Step 6	\$60,224	\$62,803	\$66,763	\$69,223	\$71,680	\$73,527	\$74,945
Step 7	\$62,633	\$65,315	\$69,435	\$71,991	\$74,547	\$76,468	\$77,943
Step 8	\$65,138	\$67,928	\$72,212	\$74,871	\$77,529	\$79,527	\$81,062
Step 9	\$67,744	\$70,645	\$75,100	\$77,866	\$80,630	\$82,707	\$84,304
Step 10	\$70,454	\$73,470	\$78,104	\$80,980	\$83,855	\$86,015	\$87,676
Step 11	\$73,272	\$76,409	\$81,228	\$84,219	\$87,209	\$89,457	\$91,183
Step 10A*	\$74,222	\$77,359	\$82,178	\$85,169	\$88,159	\$90,407	\$92,133

2019-2020 School Year							
2.50%	Bachelors	B + 15	M	M + 15	M + 30	M + 45	M + 60
Step 1	\$50,737	\$52,910	\$56,247	\$58,319	\$60,388	\$61,944	\$63,140
Step 2	\$52,766	\$55,026	\$58,497	\$60,651	\$62,804	\$64,422	\$65,665
Step 3	\$54,877	\$57,227	\$60,836	\$63,077	\$65,316	\$66,998	\$68,292
Step 4	\$57,072	\$59,516	\$63,270	\$65,600	\$67,928	\$69,679	\$71,023
Step 5	\$59,356	\$61,898	\$65,801	\$68,224	\$70,645	\$72,466	\$73,864
Step 6	\$61,729	\$64,373	\$68,432	\$70,953	\$73,472	\$75,365	\$76,819
Step 7	\$64,199	\$66,948	\$71,171	\$73,791	\$76,411	\$78,380	\$79,892
Step 8	\$66,767	\$69,626	\$74,017	\$76,743	\$79,467	\$81,515	\$83,088
Step 9	\$69,438	\$72,411	\$76,977	\$79,812	\$82,645	\$84,775	\$86,412
Step 10	\$72,215	\$75,307	\$80,057	\$83,004	\$85,951	\$88,165	\$89,868
Step 11	\$75,104	\$78,319	\$83,259	\$86,325	\$89,390	\$91,693	\$93,462
Step 10A*	\$76,054	\$79,269	\$84,209	\$87,275	\$90,340	\$92,643	\$94,412

2020-2021 School Year							
1%-2%	Bachelors	B + 15	M	M + 15	M + 30	M + 45	M + 60
Step 1	\$51,245	\$53,439	\$56,810	\$58,902	\$60,992	\$62,564	\$63,771
Step 2	\$53,294	\$55,577	\$59,082	\$61,258	\$63,432	\$65,066	\$66,322
Step 3	\$55,426	\$57,799	\$61,445	\$63,708	\$65,969	\$67,668	\$68,975
Step 4	\$57,643	\$60,111	\$63,903	\$66,256	\$68,608	\$70,376	\$71,734
Step 5	\$59,949	\$62,517	\$66,459	\$68,906	\$71,352	\$73,191	\$74,603
Step 6	\$62,347	\$65,017	\$69,117	\$71,663	\$74,206	\$76,119	\$77,587
Step 7	\$64,841	\$67,618	\$71,882	\$74,529	\$77,175	\$79,163	\$80,690
Step 8	\$67,434	\$70,323	\$74,757	\$77,510	\$80,261	\$82,330	\$83,919

Step 9	\$70,132	\$73,136	\$77,747	\$80,611	\$83,472	\$85,623	\$87,276
Step 10	\$72,937	\$76,060	\$80,857	\$83,834	\$86,811	\$89,047	\$90,767
Step 11	\$76,606	\$79,886	\$84,924	\$88,051	\$91,177	\$93,527	\$95,332
Step 10A*	\$77,556	\$80,836	\$85,874	\$89,001	\$92,127	\$94,477	\$96,282

*A teacher can only be placed on this step if he/she has completed all the requirements of Article XV. Step 10A is calculated by adding step 11 and an additional \$950 for any teacher who has completed the Requirements of Article XV.