

MANSFIELD PUBLIC SCHOOLS

Mansfield, Massachusetts

Agreement

Between

School Committee of the Town of Mansfield

And the

Mansfield Educators Association

School Years:

2014-2015

2015-2016

2016-2017

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AGREEMENT

Pursuant to the provision of Chapter 150E of the General Laws of the Commonwealth of Massachusetts, this contract is made this 1st day of September, 2014 by the School Committee of the Town of Mansfield (hereinafter sometimes referred to as the Committee), and the Mansfield Educators Association (hereinafter sometimes referred to as the Association).

PREAMBLE

Recognizing that our prime purpose is to provide education of the highest possible quality for the children of Mansfield as economically and efficiently as is possible, and that good morale within the teaching staff of the Mansfield schools and group and individual contact with the citizens of Mansfield are essential to achievement of that purpose, we, the undersigned parties to this Contract, declare that:

- a. Under the law of Massachusetts, the Committee, elected by the citizens of Mansfield, has final responsibility for establishing the educational policies of the public schools of Mansfield. The Committee is a public body established under and with powers provided by the statutes of the Commonwealth of Massachusetts and nothing in this Contract shall be deemed to derogate from or impair any power, right or duty conferred upon the Committee by statute or any rule or regulation of any agency of the Commonwealth.
- b. The Superintendent of Schools of Mansfield (hereinafter referred to as the Superintendent) has responsibility for carrying out the policies so established. The Superintendent is charged with the management of the schools under the provisions of Massachusetts General Laws Chapter 71 and nothing in this contract shall derogate from or impair any power, right or duty conferred upon the Superintendent by law.
- c. The teaching staff of the public schools of Mansfield has responsibility for providing in the classrooms of the schools education of the highest possible quality.

ARTICLE I
RECOGNITION

Section 1. For the purposes of collective bargaining with respect to wages, hours of work, standards of productivity and performance, and other conditions of employment and the negotiation of collective bargaining agreements and any questions arising there under, the Committee recognizes the Association as the exclusive bargaining agent and representative for all Professional Employees, including nurses, employed by the Committee, except the Superintendent of Schools, Director of Curriculum and Instruction, Director of Finance and Operations, Principals, Assistant Principals, Director of Buildings and Grounds, Director of Technology, Athletic Director, Food Service Director, and Directors and Supervisors to the extent of their Director or Supervisor responsibilities.

Section 2. Whenever used in this Agreement, the words "Professional Employee", "teacher", "nurse", and "employee" shall have the same meaning, unless a different meaning is plainly required by the context. Such terms shall mean member of the bargaining unit.

Section 3. Nothing in this Agreement shall be deemed to limit any of the rights offered employees and their exclusive representative under the provisions of Chapter 150E of the General Laws of Massachusetts.

Section 4. Any teacher who is a part-time employee shall be entitled to all the benefits of the contract on a pro-rated basis.

ARTICLE II
MANAGEMENT RIGHTS

Section 1. The Committee is a public body established under and with powers provided by the laws of the Commonwealth of Massachusetts, and nothing in this Agreement shall be deemed to derogate from or impair any power, right or duty conferred upon the Committee by law or any rule or regulation of any agency of the Commonwealth. The Committee retains all the powers, rights and duties that it has by law and may, subject to this Agreement, exercise the same at its discretion.

The Superintendent of Schools is vested with authority and powers provided by the laws of the Commonwealth of Massachusetts and nothing in this Agreement shall be deemed to derogate from or impair any power, right or duty conferred upon him/her by law. The Superintendent retains all the powers, rights and duties that he/she has by law and may subject to this Agreement exercise the same at his/her discretion.

ARTICLE III
NO STRIKES

Section 1. The Association shall not engage in a strike, and no said Professional Employee or the Association shall induce, encourage, or condone any strike, work stoppage, slowdown or withholding of services by said Professional Employees.

Section 2. Any Professional Employee who engages in a strike shall be subject to discipline and discharge proceedings by the Committee.

ARTICLE IV
GRIEVANCE PROCEDURE

Section 1. The purpose of the procedure set forth in this Article is to produce prompt and equitable solutions to those problems which from time to time may arise and affect the conditions of employment of the Professional Employees covered by this Agreement. The Committee and the Association desire that such procedure shall always be as informal and confidential as possible.

Section 2. Nothing contained in this Article shall be construed as limiting the right of any aggrieved employee from discussing his grievance informally under the grievance procedure and from having his grievance adjusted, without the intervention of the Association, provided any such adjustment is not inconsistent with the terms of this Agreement and provided that the Association has been given the opportunity to be present at such adjustment to state its views.

Section 3. A grievance is defined as a question, complaint or dispute involving the meaning, application or interpretation of or compliance with the terms and provisions of this Agreement. Any matter which is not specifically covered by the provisions of this Agreement or which is reserved to the discretion of the Committee by the terms of this Agreement shall not be the subject of a grievance.

Section 4. Grievances, except as is otherwise provided for herein, shall be processed in accordance with the following procedure:

a. Level One. The aggrieved employee shall first present his grievance orally or in writing to his immediate supervisor. If the grievance is presented in writing, it shall give a summary of the facts involved, the provision or provisions of this Agreement allegedly violated and the relief desired. The immediate supervisor shall advise the aggrieved employee in writing of the decision made with respect to the grievance within five (5) school days after the grievance is presented.

b. Level Two. If at the end of the five (5) school days next following the presentation of the grievance at Level One the grievance shall not have been disposed of to the employee's satisfaction, the aggrieved employee or the Association may within five (5) school days thereafter submit his grievance in writing to the Superintendent. The written grievance shall give a summary of the facts involved, the provision or provisions of this Agreement allegedly violated and the relief desired.

Within ten (10) school days after receipt of the written grievance the Superintendent shall meet with the aggrieved employee and a representative or representatives of the Association in an effort to settle the grievance. In the event of the absence or disability of the Superintendent, his designated representative shall act on his behalf. Within ten (10) school days after the conclusion of said meeting, the Superintendent or his representative, as the case may be, shall advise the aggrieved employee and the Association in writing of his decision concerning the grievance.

c. Level Three. If at the end of the twenty (20) school days next following the presentation of the grievance at Level Two the grievance shall not have been disposed of to the employee's satisfaction, the aggrieved employee or the Association may within five (5) school days thereafter submit his grievance in writing to the Committee. In the event that the School Committee notifies the Association that a grievance is not within its jurisdiction, the Association shall be entitled to proceed to arbitration pursuant to the provisions of Level IV below. Within ten (10) school days after receipt of the written grievance, the Committee shall meet with the aggrieved employee and a representative or representatives of the Association in an effort to settle the grievance. The Committee shall, within ten (10) school days after the conclusion of said meeting advise the aggrieved employee and the Association in writing of its decision with respect to the grievance.

d. Level Four. If the Association is not satisfied with the disposition of the grievance at Level Three or if no decision has been rendered within ten (10) school days after said meeting of the Committee, the Association and the aggrieved employee, the Association may, by giving written notice to the Committee within ten (10) school days after the date of the Committee's decision in Level Three or within twenty (20) school days after said meeting with the Committee if no decision has been rendered, present the grievance for arbitration. In such case the following procedure will be followed:

1. The Association shall forthwith submit the grievance to the American Arbitration Association, Boston, Massachusetts, for disposition in accordance with the applicable rules of said American Arbitration Association.
2. The arbitrator selected shall hold hearings promptly and, unless the time shall be extended by mutual agreement, shall issue his decision not later than thirty (30) days from the date of the close of the hearings or, if oral hearings have been waived, from the date established for the final submission of evidence and briefs.
3. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning, and conclusions. The authority of the arbitrator shall be limited to the terms and provisions of this Agreement and to the question or questions which are submitted. The arbitrator shall have only the power to interpret what the parties to this Agreement intended by the specific clause in the Agreement which is at issue. The arbitrator shall be bound by the provisions of this Agreement, and he shall not have any authority to establish salaries or other compensation, nor to add to, subtract from, modify or otherwise change any of the terms or provisions of this Agreement. The arbitrator shall not award back pay or any other form of compensation beginning earlier than the start of the school year during which the grievance was filed.
4. The decision of the arbitrator shall be final and binding upon the Committee, the Association and the aggrieved employee, to the extent permitted by law.
5. The fee and expenses of the arbitrator and the expense directly related to the arbitration hearing shall be shared equally by the Committee and the Association.

Section 5. If at the end of the thirty (30) school days next following the occurrence of any grievance or the date of the first knowledge of its occurrence by any employee affected by it, the grievance shall not have been presented at Level Two of the procedure set forth above, the grievance shall be deemed to have been waived. Any grievance in course under such provision shall also be deemed to have been waived if the action required to present it to the next level in the procedure shall not have been taken within the time specified in the procedure.

Section 6. If, in the judgment of the Association, a grievance affects a group or class of employees, the aggrieved employee or the Association may submit such grievance in writing directly to the Superintendent and the processing of such grievance will begin at Level Two as set forth above. The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved employee does not wish to do so.

Among the factors which may be considered by the Association in making a judgment regarding a group or class grievance are:

1. a group or class grievance should contain a common issue and arise in a similar setting,
2. if a grievance affects the employees in one building, it should be initiated at Level I and,
3. if a grievance affects employees in more than one building it may be initiated at Level II.

Section 7. The time limits herein above specified for the bringing and processing of a grievance may be extended by mutual agreement of the Association and the Committee. All such agreements to extension must be in writing.

Section 8. No written communication, other document, or record relating to any grievance shall be filed in the personnel file of any employee involved in presenting such grievance.

ARTICLE V
WORK YEAR, WORK DAY, WORK LOAD, AND JOB SHARING

Section 1. Effective beginning with the 2012-2013 school year, the work year of all said Professional Employees, except the High School Guidance Department Head, shall begin not earlier than September 1st, and shall terminate no later than June 30th in the following calendar year and shall consist of one hundred eighty-two (182) work days. The Friday before Labor Day shall not be a workday. Effective September 1, 1998, the work year for School Nurses shall consist of 184 days. A work day is defined as a day when the attendance of all Professional Employees is required. All said Professional Employees shall be required to attend the orientation day held on the first day of the work year, the one hundred eighty (180) days that students are required by the Committee to be in attendance at school, and one professional development day. In addition to said work days new teachers in the Mansfield School System shall attend one (1) additional orientation day during the week prior to the beginning of the school year and work seven (7) hours at the discretion of the building principal. Such additional orientation days shall not be included in the said work year. These meetings are to be contiguous to the school day and in hourly increments. Work days on which school is cancelled for any reason shall be made up on days determined by the Committee. The Committee, at its option, may schedule contiguous to the contractual work year, two (2) professional development days or parent conference days for all staff with compensation at the applicable per diem rate. Any additional student days added to the school year shall be compensated at the per diem rate.

Section 2. The normal work day of all Professional Employees shall be comprised of seven (7) hours, including a duty-free lunch period of at least twenty (20) minutes per day. Building Principals retain the right to establish starting and ending times consistent with the unique needs of the building and/or program.

Section 3.

The work year of the High School Guidance Department Head shall consist of two hundred (200) work days. Said work year shall include the one hundred eighty-two (182) days that all other Professional Employees are required to be in attendance at school, no more than ten (10) work days immediately prior to the beginning of the said work year of all other Professional Employees and no more than ten (10) days immediately after the end of the said work year of all other Professional Employees. Said work days shall not include Sundays, Saturdays, or legal holidays.

The workday and work year of the Guidance Department Head shall be the same as for all other Department Heads. The Guidance Department Head shall be paid at the same rate as other Department Heads. The Guidance Department Head may be required to work up to an additional eighteen (18) days per year, which days shall be compensated at the rate of 1/182 of the annual salary of the Guidance Department Head for each day.

Section 4.

a. Professional employees shall not be required to attend more than twelve (12) afternoon meetings of a maximum length of one (1) hour called by any administrator(s) beyond the contractual school day per school year, except for meetings with individual students and/or individual parents. Except in case of emergency, at least three (3) school days' notice shall be provided for such meetings.

b. Professional Employees shall be required to attend not more than three (3) evening meetings.

Section 5. All Professional Employees shall have a duty-free lunch period of at least twenty (20) minutes in each day.

Section 6. Secondary teachers, grades 6 through 12, to the extent possible will not be required to teach more than two (2) subjects nor have more than a total of three (3) different teaching preparations.

Section 7. Teachers in the High School, Middle School, and departmentalized Elementary Schools shall have at least five (5) preparation periods during each school week. Elementary teachers shall have five (5) preparation periods during the course of a week when special subject teachers are instructing their classes, provided, however, that said elementary teachers shall assume the responsibility for acquainting themselves with the objectives of the lessons taught and with the activities planned by said special subject teachers in order that they may effectively follow up said lesson objectives and planned activities. At the Elementary Level Grades 1-5, teachers shall have no less than five (5) preparation periods per week. A preparation period shall be scheduled for each day, provided that in unusual circumstances where a teacher does not get a daily preparation period, he or she shall be assigned at least five preparation periods during the week. Preparation periods shall not be scheduled outside of the student day. Specialists shall receive the same amount of preparation time as is provided to regular classroom teachers in the grade level to which they are

assigned. The term "specialists" shall include special education staff and teachers of art, music, health teachers and physical education.

Section 8. Based upon a seven (7) period day, Teachers of English, Social Studies, Mathematics, Science and Foreign Language shall be assigned a maximum of five (5) teaching periods daily unless a situation arises whereby it would be in the best educational interests of the students to do otherwise. In that instance the assigning of a sixth teaching period would not occur until the teacher and the Mansfield Educators Association had been consulted and the teacher had agreed to the extra teaching period. It is understood that such agreement by the teacher would be for one year only and would have to be renewed yearly, if continuation appeared warranted.

It is expressly understood that Science teachers may be assigned six (6) teaching periods on certain days because of scheduling problems, but that unless otherwise noted, their total number of teaching periods per week will not exceed twenty-five (25).

Based upon a four (4) block day consisting of 84 minute blocks, teachers at the high school shall be assigned a maximum of three teaching blocks daily. Each teacher shall be provided one (1) preparation period of eighty-four (84) minutes on a daily basis. Teachers at the high school shall not be assigned supervisory duties except one (1) ten minute homeroom period per week. Such homeroom period will not increase the teacher work day.

Based upon a trimester schedule, consisting of sixty-seven (67) minute periods, teachers at the high school shall be assigned a maximum of four (4) teaching periods daily. Each teacher shall be provided one (1) preparation period of sixty-seven (67) minutes daily, or its equivalent on shortened days. Teachers at the high school may be assigned one (1) ten-minute homeroom period per week. Such homeroom periods shall not increase the teacher workday. While the high school will make every effort to provide one teacher for the duration of classes spanning more than one trimester, it may be necessary to assign more than one teacher to fulfill the teaching assignment for those classes meeting more than one (1) trimester. Department Chairs and Directors of Guidance who supervise grades 6-12 shall not be required to teach or counsel, respectively, more than two (2) teaching periods per day.

Section 9. In the case of Business (typing classes only) Home Economics, Industrial Arts, Art, Music, Special Education Physical Education, and Health, the Committee shall strive to assign a maximum of five (5) teaching periods daily or a maximum of twenty-five (25) teaching periods per week. However, such teachers may be assigned six (6) teaching periods in a day or up to thirty (30) teaching periods per week, in case of scheduling problems. It is understood that the sixth teaching period would be in lieu of other duties normally assigned by the Principal during that teaching period.

Section 10. Department Heads shall be given adequate time during their work day to perform their supervisory and administrative duties. Such time shall be in addition to the preparation periods provided for in Section 7 above. Middle School House Masters shall be required to teach no more than two (2) periods or the equivalent thereof per day. Department Chairs and the

Director of Guidance who supervise Grades 7-12 shall not be required to teach or counsel, respectively, more than one block or two (2) teaching periods per day.

Section 11. The Committee will make every effort to replace absent teachers with a substitute in all subjects. No teacher may be required to assume the assignment of an absent teacher in lieu of his or her preparation period on more than five (5) occasions in any one school year. Teachers may volunteer to teach in lieu of their preparation periods. A list of volunteers will be maintained except that it is understood that such list will not be the exclusive source of volunteers. In the event that a teacher is so required or when a teacher so volunteers, he/she shall be paid \$20.00 per coverage. In each such case the teacher shall use his/her best efforts to teach the class or otherwise fulfill the assignment of the teacher being replaced. Non-voluntary assignment from a preparation period shall be the last option used by the Administration.

Section 12. Any teacher who teaches both sections of an A/B Block shall be paid a \$500 stipend per semester. No teacher in the English, Math, Science, Social Studies or World Language departments will be required to teach both sections of the A/B Block. Any teacher from the English, Math, Science, Social Studies or World Language department who volunteers to teach both sections of the A/B block shall be paid the stipend of \$500 per semester.

Section 13. The School Committee agrees to provide professional employees with a copy of the school calendar for the next school year no later than May 15th of the preceding year.

JOB SHARING

Section 14. A. A teacher who is employed on a full-time basis and who desire to participate in a job sharing position, shall inform the Superintendent in writing by April 1st of the preceding year that he or she is willing to accept a reduction from a full-time to a part-time position. Such teacher shall also indicate in writing that he or she understand that, once such reduction to a part-time position is made, the teacher cannot thereafter change his or her mind and displace or intrude upon the recall of a less senior teacher to attain full-time status, without permission from the Superintendent of Schools.

B. It is clearly understood:

- The Administration reserves the right to approve or reject any request to job share.
- While assigned to a part-time (job sharing) position, the Bargaining Unit member relinquishes his or her rights to displace a full time member of the Bargaining Unit.
- The Town will be responsible to contribute to one health care plan for each job-share position.
- The part-time position will be prorated for the purposes of seniority.
- The salaries of the two individuals will be cost neutral to the School Committee.

- Nothing in this Article shall preclude the appointment by the Committee of a teacher assigned to a job sharing position to a full-time teaching position.
- C. Job sharing shall mean the sharing of the performance of the duties and responsibilities of the position. The commitment of a teacher to a job sharing position shall be for one year.
- D. The following working conditions shall apply to teachers participating in job sharing:
1. The regular work week for such teacher shall be one-half the regular work week for full time teachers, 18 and 17.
 2. Both teachers will work the entire work day for the first five (5) days of school and for the last five (5) days of school.
 3. Half-days and in-service times shall be shared with the two teachers taking turns at coverage and reporting to each other.
 4. Both teachers will be present for parent conferences and curriculum nights.
 5. Both teachers will arrange meeting times to evaluate students and mark report cards.
 6. If there is a temporary staffing interruption due to illness or other reasons, the teacher who is available for work will cover the absent teacher whenever possible, thereby eliminating the need for a substitute.
 7. The preparation time provided for teachers in Article XII of the Agreement shall be shared by each teacher.
 8. Each teacher's salary will be prorated according to the full time equivalency pursuant to the terms of this Agreement.
- E. A teacher working in a job sharing position who chooses to work in a full-time position the following school year shall be eligible for any vacant position for which they are certified. However, they shall not have the right to displace a full-time teacher.

Section 15. The X2 program shall be implemented at the high school and middle school as follows:

- a. All high school and middle school teachers shall post a brief description of upcoming course content on the school department's secure website using the X2 software program. The information that should be posted on the website includes upcoming course content, lessons and unit topics.
- b. Teachers shall identify upcoming assessments, whether tests or major assignments/projects and the projected deadline and/or test date in the information that they post on line. This information shall be updated at the start of each unit or every three (3) weeks, whichever comes first.
- c. At the high school and middle school, teachers will provide progress reports for each student for each marking period, as well as term grades, mid-term grades and final exams using the X2 system.

ARTICLE VI
SALARIES

Section 1. Subject to the provisions of this Agreement, the compensation of each Professional Employee for his work year shall be determined in accordance with and shall conform to the salary schedules, other rates of compensation and the schedule of supplementary compensation set forth in the salary schedule, which is attached hereto and made a part hereof.

Section 2. The Superintendent of Schools shall determine in accordance with the provisions of this Article and the salary schedules other rates of compensation for each Professional Employee.

Section 3. Each Professional Employee employed as a teacher shall be placed on the Salary Schedule in accordance with his training and experience.

Section 4. Each such Professional Employee shall, as of the beginning of each work year in September, receive step increments successively to the next higher rate within his salary schedule, subject to the following conditions:

a. That he/she has worked at least one hundred (100) days during the preceding school year with the Mansfield School System or in another school system. Days worked for purposes of this article shall mean all days on which the Professional Employee was present and worked or days on which the Professional Employee used his/her accrued sick days. Days received from the Sick Leave Bank shall not be considered days worked for purposes of this article.

b. That his/her work performance for the preceding school year shall have been evaluated as being satisfactory.

c. Teachers are expected to meet all minimum requirements established by the Department of Education, effective July 1, 2004, for recertification and licensure for movement on the salary scale. Seminars, workshops or in-service programs must reflect fifteen (15) hours of course work for each credit awarded. Courses or workshops to be creditable must be approved in advance.

Section 5. Each Professional Employee who completes education beyond the Bachelor's Degree so as to become eligible for placement on one of the salary schedules established for teachers with education beyond the Bachelor Degree shall be placed on the corresponding step of the salary schedule for which he becomes eligible at the beginning of the first pay period in September or the beginning of the first pay period in March, whichever first occurs after the completion of such education. In order to be eligible for movement from one lane to another, a professional employee must notify the Superintendent in writing by no later than March 1st of the preceding school year of his/her anticipated eligibility for a lane movement. Satisfactory evidence of the completion of such education must be presented by the employee to the Superintendent of Schools before he is placed on the new salary schedule. In-service credits approved in advanced by the Superintendent may be credited for such advancement with such notice. In lieu of attaining three (3) semester hours credit as herein provided, a professional employee may satisfy the requirements set forth below:

a. Conduct a course, seminar, or program which has been approved in advance by the Superintendent of Schools and which is of benefit

to the school system. The time allotment for such a course, seminar or program shall be not less than thirty (30) hours.

b. Teachers may submit to the Superintendent for prior approval, a proposal for a project that is of special interest to the teacher and the Mansfield School System. This project is separate from any course work being pursued at a university and separate from any of their prescribed assignments within the school system.

c. This project can be of a research nature or the trial of an innovative idea within the classroom. Evidence must be presented that a minimum of 30 hours of work outside the classroom activity have been invested in the project. Three (3) credit hours will be given for completion of the project and these credits will be applicable to advancement on the Teachers' Salary Scale. Final approval of the project is by the Superintendent of Schools.

Section 6. A Professional Employee assigned to perform the duties of a position or positions described in the Schedule of Supplementary Compensation set forth in the salary schedule shall be paid the compensation provided for such position or positions in said schedule in addition to his regular teacher's salary.

Teachers serving in the capacity of mentors, curriculum associates, team liaisons, team leaders or curriculum specialists have the option of receiving either a stipend or (3) credits for movement on the salary scale.

Assignments of Professional Employees to any such position or positions shall be for one school year only and shall not be construed as creating any kind of tenure in such positions.

Section 7. The compensation of all Professional Employees shall be paid beginning with the second Friday after the beginning of the school year. Compensation shall be paid in either twenty-six (26) or twenty-one (21) equal bi-weekly installments at the option of the employee. A Professional Employee on the twenty-six (26) payment plan, who decides to receive the balance of the compensation due him/her for the current school year, in his/her salary check covering the pay period in which the school year ends, shall so notify the Superintendent, in writing, no later than June 30th of the previous fiscal year which pay option he/she wishes to use. Professional Employees who wish to be paid in twenty-one (21) payments for the school year or change to twenty-six payments or vice versa shall so notify the Superintendent, in writing, no later than June 30th of the previous fiscal year. The compensation for all Professional Employees for all supplementary duties (see supplementary compensation schedule) will be as follows: each Professional Employee will be allowed to select from one of the following two methods of payment:

1. The compensation for supplementary duties will be divided into equal payments covering the time period for said duty and paid as part of each paycheck during that period.

2. The compensation for supplementary duties will be paid in full at the end of the time period for said duty. The method of payment shall be selected upon acceptance of such supplementary duties.

Section 8. The daily rate of compensation for each Professional Employee for the purpose of determining the deduction to be made in his compensation for each day he is in on a non-pay status and for determining the amount of compensation to be paid to a Professional Employee who leaves the employ of the Committee prior to the end of his work year shall be equal to his annual rate of compensation divided by the number of work days in his work year. A Professional Employee who leaves the employ of the Committee prior to the end of his work year shall be entitled to receive as his total compensation for such year the amount of such daily rate of compensation multiplied by the number of days he has been in a pay status in such year.

ARTICLE VII
PAID ABSENCE BECAUSE OF ILLNESS

Section 1. Absence Because of Illness with pay shall be granted in the manner and to the extent provided in this Article to each Professional Employee who is incapacitated for the performance of his duties by illness or injury or who is required to be absent because of a serious illness in his immediate household.

Section 2. Each Professional Employee who has completed one school year of employment by the Committee shall be entitled to fifteen (15) days of Paid Absence Because of Illness as of the first day of his work year. Each Professional Employee who has not completed one school year of employment by the Committee shall accrue Paid Absence Because of Illness days at the rate of one and one-half (1 ½) days of each month of the work year provided, however, that each such teacher shall at the commencement of employment be permitted to use up to five (5) sick days which will be charged against days subsequently accrued. The maximum number of days to be accrued shall be 180. Each Professional Employee shall be informed by the Superintendent of Schools by October 1st of each school year of the number of Paid Absence Because of Illness days he has accumulated.

Section 3. Professional Employees may be required to submit medical certificates in support of requests for Paid Absence Because of Illness. The Superintendent may request a medical certificate after five (5) consecutive days of absence. The Superintendent will then decide whether or not (s)he will be required to continue presenting a medical certificate in support of his/her Paid Absence Because of Illness request.

The Committee shall reimburse employees for any fee charged, which is an added cost to the teacher, in obtaining a medical certificate which is required by the Superintendent.

Section 4. A Professional Employee may utilize Paid Absence Because of Illness days up to a maximum of five (5) days in each work year in the event of serious illness requiring bedside or household attention by the Professional Employee of his spouse, child, parent or other member of the Professional Employee's immediate household.

Section 5. A Professional Employee who is unable to work because of an occupational injury, which is incurred in the course of his employment by the Committee and which is compensable under the provisions of the Massachusetts Workmen's Compensation Act, shall upon his written request to

the Committee, receive as a charge against his accrued Paid Absence Because of Illness the difference between his current salary and the amount he receives as Workmen's Compensation.

Section 6. Professional Employees who have a serious illness and have exhausted their own paid absence because of illness may make application to receive additional paid leave to the Paid Absence Because of Illness Bank. Employees who wish to receive additional paid leave from the Sick Bank must first submit a note from a licensed health care provider documenting that the employee is disabled from work and the expected duration of the disability.

The Bank shall be maintained at a minimum of one (1) day per Professional Employee and a maximum of two (2) days per Professional Employee each year.

The Paid Absence Because of Illness Bank shall be administered by a Committee consisting of four members, two designated by each of the Committee and the Association. The Committee shall determine the eligibility for use of the Bank and the amount of leave to be granted.

If the Paid Absence Because of Illness Bank is exhausted, it shall be renewed by the contribution of one (1) additional day of Paid Absence Because of Illness by each Professional Employee covered by this Agreement. Such additional day will be deducted from the Teacher's annual fifteen (15) days of Paid Absence Because of Illness. The Paid Absence Because of Illness Bank Committee shall determine the time when it becomes necessary to replenish the Bank.

Section 7. A Professional Employee who leaves the employ of the Committee shall not be paid for any unused Paid Absence Because of Illness days which he has accumulated.

Section 8. Professional Employees who leave the school during the school day will be charged a full Paid Absence Because of Illness day if they leave prior to completing a half day and one-half day Paid Absence Because of Illness Day if they leave after completing a half day but prior to completion of that full day.

ARTICLE VIII
LEAVES OF ABSENCE WITH PAY

Section 1a. Personal Days. Professional Employees may be granted up to two (2) days off per year without loss of pay, (1) on days when they are unable to report for work because of emergency and unavoidable conditions, and (2) to attend to urgent personal matters that cannot be reasonably attended to outside of the normal work day. Such days shall not be granted on the day before or the day after a holiday, or a vacation period, except in the case of absences caused by emergency and unavoidable conditions as stated above. One of the two days shall be granted at the discretion of the Superintendent, and one shall be granted as an entitlement in accordance with the above standards. Except in cases of emergency, application for such leave shall be processed through the employee's immediate supervisor with three (3) days' advance notice, and the employee shall be notified whether the request has been granted at least twenty-four hours prior to the date of the leave.

Section 1b. Bargaining unit members may accumulate up to five (5) paid personal days, the two noted in Section 1A, and an additional three (3) unused days.

The carried over personal days can be used exclusively for religious observances, commencement exercises, and weddings for members of the immediate family.

The Superintendent, at his sole discretion, reserves the right to grant the use of accumulated personal days for reasons not identified above.

Section 2. Professional Employees shall be granted, without loss of pay, leaves of absence for periods not in excess of five (5) days in the event of death of the employee's spouse, child, grandchild, parent, grandparent, parent-in-law, brother, sister, brother-in-law, sister-in-law, aunt, uncle, person living in the same household as the employee or a member of the immediate family of such person in the same household for the purposes of bereavement and attendance at funeral services. The notice of leave under this section and the anticipated length of such leave shall be provided to the principal as soon as possible. Leave without loss of pay in the event of the death of a relative other than listed above, or close friend shall be at the discretion of the Superintendent.

Section 3. Professional Employees may be excused, without loss of pay, by the Superintendent for the purpose of attending educational conferences.

Section 4. Time necessary for a required appearance in any legal proceeding which results from a Professional Employee's activities in furtherance of School Committee business shall be granted upon notification to the Superintendent. Leave under this Section shall not be granted relative to any legal proceeding which the employee has initiated against the Mansfield School System or in which the Professional Employee is appearing for or on behalf of an individual who has commenced proceedings against the School Committee.

Section 5. Employees shall be granted a leave of absence, without loss of pay, for the observance of religious holidays up to a maximum of

three (3) days in a school year subject to the condition that the employee is required to observe the day as a holiday as a tenet of his/her religion.

Section 6. The Mansfield Educators Association in its entirety shall be granted eight (8) days paid leave to attend conferences or conventions sponsored by the National Educators Association and/or the Massachusetts Teachers Association. Such leave will not be deducted from either personal or sick leave.

ARTICLE IX
LEAVES OF ABSENCE WITHOUT PAY

Section 1. A Leave of Absence Without Pay not to exceed two (2) years may be granted to any Professional Employee with professional status who joins the Peace Corps or serves as an exchange teacher and is a full-time participant in either of such programs. Upon return from such leave, the Professional Employee will be placed on the salary schedule at the level he would have achieved if he had not been absent on such leave.

Section 2. Military leave without pay will be granted to any Professional Employee who is inducted or enlists in any branch of the Armed Forces of the United States. Such leave of absence shall not exceed the period of the employee's initial induction or enlistment, as the case may be. Upon return from such leave, the Professional Employee will be placed on the salary schedule at the level which he would have achieved if he had not been absent on such leave.

Section 3. A Professional Employee may be granted a leave of absence without pay or increment for a period not to exceed one (1) year for the purpose of caring for a sick member of the employee's immediate family.

Section 4. A Professional Employee with professional status, whose personal illness extends beyond the period of time for which he is entitled to receive sick leave, may be granted a leave of absence without pay or increment for such time as is necessary for his recovery from such illness, subject, however, to a maximum period of one (1) year. Requests for such leave will be supported by appropriate medical evidence.

Section 5. An employee may apply for a leave of absence for a period of one (1) school year to engage in alternate career exploration. The request, along with the reasons therefore must be submitted in writing to the Superintendent no later than March 1st preceding the year in which the leave is to be taken. The Superintendent may grant or deny such requests at his/her discretion, and such decision shall not be subject to grievance or arbitration. An employee granted such leave must, in order to return, indicate in writing his intention to do so no later than March 1st of the school year, prior to the date of return.

Section 6. Leaves of Absence without Pay or increment may be granted by the Superintendent to Professional Employees for purposes other than those set forth above.

Section 7. The Leave of Absence provided for under this Article may be extended by the Superintendent. Requests for the leaves or extension of

Leaves of Absence without Pay provided for in this Article shall be submitted in writing to the Superintendent and shall contain the reasons for the request. The Superintendent shall respond in writing.

Section 8. All benefits to which a Professional Employee was entitled at the time his leave of absence without pay commenced, including unused accumulated sick leave, will be restored to him upon his return and he will be assigned to the same teaching position which he held at the time said leave commenced, if such position is available, or if it is not available, to a substantially equivalent teaching position. A Professional Employee who, at the time said leave commenced was assigned to perform the additional duties of a position described in the Schedule of Supplementary Compensation shall have no right to return to such position upon his return from leave. The determination as to what constitutes a substantially equivalent position shall be made by the Superintendent in each case.

ARTICLE X MATERNITY LEAVE

Section 1. A leave of absence shall be granted for maternity purposes, to female Professional Employees on the terms and conditions set forth in this Article.

Section 2. The employee shall notify the Superintendent in writing sixty (60) days prior to her intended departure of the date she wishes to commence her leave of absence. Such notice shall include a written statement from her licensed health care provider attesting to the nature of her condition. She shall be permitted to continue on active duty until such date, provided she does perform the full duties and responsibilities of her position and furnishes additional statements from her physician upon the reasonable request of the Superintendent or his/her designee.

Section 3. The employee may elect to utilize her accumulated Paid Absence Because of Illness during her period of physical disability. Paid Absence Because of Illness shall be paid only during the time period in which a physician certifies the employee to be physically disabled and only to the extent of the number of Paid Absence Because of Illness days the employee has accumulated.

Section 4. Maternity shall commence on the first day of absence for members of the bargaining unit. Normal maternity leave shall be considered to include up to twelve (12) weeks for a regular delivery and up to fourteen (14) for a Caesarian delivery. Members of the bargaining unit are entitled to receive up to forty (40) accumulated paid sick days during a normal maternity leave. If a teacher elects to take a twelve (12) week leave, the twelve (12) week period shall commence with the teacher's absence to give birth and conclude twelve (12) weeks thereafter. If the teacher elects to take a leave for longer than twelve (12) weeks, the teacher may return either at the opening of school in September next following the commencement of the leave, or at the opening of school on the September next following the September following the birth of the child.

A teacher who elects a leave for more than twelve (12) weeks must notify the Superintendent, in writing, no later than April 1, as to whether or not she intends to return the following school year. If the teacher fails to so notify the Superintendent by the April 1 next prior to the September of her intended return, of her intention to return to the school system, she shall be deemed to have resigned and the obligation of the Committee to provide her a position shall cease. At least one month prior to her return from leave, a teacher may be required to furnish the Superintendent with a statement from her physician attesting to her ability to resume the full performance of the duties and responsibilities of her position.

In cases of exceptional circumstances, a teacher may request, through the Superintendent, to return to her position earlier than her intended September return date.

Section 5. All benefits to which the employee was entitled at the time her leave of absence commenced, including any unused accumulated Paid Absence Because of Illness, shall, except as is otherwise provided herein, be restored to her upon her return and she shall, except as otherwise provided herein, be assigned to the same teaching position which she held at the time such leave commenced, if such position is available, or, if it is not available, to a substantially equivalent teaching position. An employee, who at the time said leave commenced was assigned to perform the additional duties of a position described in the Schedule of Supplementary Compensation set forth in said Appendix A, shall have no right to return to such position upon her return from leave. The determination as to what constitutes a substantially equivalent position shall be made by the Superintendent in each case. Upon her return, the employee shall not advance in increment unless she shall have worked at least one hundred (100) days in the school year in which her leave commenced in the Mansfield Public School System. The Superintendent shall not be required to restore an employee on maternity leave to her previous or similar position if other employees of equal length of service credit and status in the same or similar position have been laid off due to economic conditions or other changes in operating conditions affecting employment during the period of her maternity leave; provided, however, that the employee on maternity leave shall retain any preferential consideration for any other position to which she may be entitled as of the date of her leave commenced.

ARTICLE XI
SABBATICAL LEAVE

Section 1. A Professional Employee who has completed six (6) consecutive full school years of employment by the Superintendent shall be eligible for a sabbatical leave for a period not to exceed one (1) year for the purpose of engaging in study or research. Not more than two (2) Professional Employees in the bargaining unit shall be granted sabbatical leave at any one time.

Section 2. The Superintendent shall be notified in writing of the Professional Employee's intent to apply for a sabbatical leave no later than December 1st. The application shall be presented to the Superintendent not later than March 15th of the school year next prior for which the sabbatical leave is desired.

The Superintendent shall decide which applicant if any shall be granted sabbatical leave and shall notify each applicant of his decision no later than April 15th of the same year. The disposition by the Committee of an application for sabbatical leave shall not be subject to the Grievance Procedure set forth in Article IV of this Agreement.

Section 3. A Professional Employee on sabbatical leave shall be paid fifty percent (50%) of the salary which he would have received if he had remained on active duty with the Superintendent, exclusive of any supplementary compensation which he may have been receiving in addition to his regular teacher's salary under the provisions of Article VI, Section 6 of this Agreement, provided, however, that in the event the Professional Employee receives a grant or fellowship, the compensation to be paid by the Committee when added to the amount of the grant or fellowship shall not exceed the salary the employee would have received had he remained on active duty with the Committee.

Paid sabbatical leaves are limited to one (1) year. Employees may request a second year of unpaid leave.

Section 4. Each Professional Employee granted a sabbatical leave for the purpose of engaging in research shall submit, at the end of his sabbatical leave, a written report to the Superintendent of the research program he has completed.

Section 5. Each Professional Employee granted a sabbatical leave for the purpose of engaging in study shall submit, at the end of his sabbatical leave, to the Superintendent an official transcript of courses pursued and grades received, said transcript to become a part of his permanent record.

Section 6. The Superintendent may, at his/her discretion, terminate for just cause any sabbatical leave he/she has granted.

Section 7. Prior to the granting of sabbatical leave, a Professional Employee shall enter into a written agreement with the Superintendent that upon termination of such leave, he will return to service in the Mansfield Public Schools for a period equal to twice the length of such leave and that in default of completing such service, he will refund to the Town of Mansfield an amount equal to such proportion of salary received by him while on leave as the amount of service not actually rendered as agreed bears to the whole amount of service agreed to be rendered.

ARTICLE XII
CLASS SIZE

Section 1. The Committee and the Association recognize that class size is an important factor in rendering meaningful education. Therefore, the Committee will, if when possible to do so, strive to reach the following goals:

- a. Elementary Schools:
 - Kindergarten and first grade 25
 - Second grade through fifth grade 25
- b. Middle and High Schools 30
- c. Laboratories, shop, home economics, art, music, business and physical education classes not to exceed the capacity of the available space.
- d. No special needs class shall have more pupils than is provided by the regulations of the Massachusetts Department of Education.

Section 2. It is understood that the exercise of discretion necessary in reaching said goals lies solely with the Committee.

Section 3. Sixty (60) days after the execution of the collective bargaining agreement, the Association and School Committee agree to establish a Class Size Study Committee composed of three (3) School Committee representatives, one of whom will be a School Committee member, and three (3) Association members. The Study Committee shall establish its rules of procedure. The Study Committee shall review the issue of class sizes throughout the Mansfield School System and issue a report of its findings to the School Committee and Association for use in negotiations to the successor bargaining agreement. The report shall not be binding or require action on the part of either party but they may use the report in negotiations for a successor agreement.

ARTICLE XIII
NON-TEACHING DUTIES

Section 1. The Committee and the Association acknowledge that a teacher's primary responsibility is to teach and that his energies should, to the extent possible, be utilized to this end.

Section 2. Professional Employees other than health services personnel shall not be required to administer eye and ear examinations, administer medications or weigh and measure students.

Section 3. Assignments of Professional Employees to non-teaching duties will be made on a reasonable basis. Every effort will be made to achieve an equitable distribution of duties within each building. It is understood that exceptions may be made in order to facilitate the scheduling of preparation time, lunch time, or the delivery of direct services to students. Teachers at the elementary level will be assigned one (1) lunch or recess duty per week exclusive of bus duty.

Section 4. The Committee will endeavor, when possible, to require contractors to assume the responsibility for collecting sums for various purposes, in lieu of having the Professional Employee perform this task, providing the added cost of collection is not so prohibitive as to discourage the sale of the particular item involved.

Section 5. Extra-curricular duties shall be voluntary. The Committee expressly reserves the right to hire personnel outside the bargaining unit to perform compensatory extracurricular duties, if no Professional Employee in the bargaining unit is available or qualified to perform said duties.

ARTICLE XIV
TRANSFERS, ASSIGNMENTS, VACANCIES AND PROMOTIONS

Section 1. Whenever a new position is established or any vacancy in an existing position occurs during the months of September through April, it will be adequately publicized by the Superintendent of Schools by means of a notice posted in each school as far in advance of the appointment as possible. For the months of May through August, the following procedure shall be the exclusive procedure for posting vacancies: the school department will post on the school's Web site in anticipation all teaching positions presently listed in the contract by no later than March 15th of each school year. Bargaining unit members interested in a position posted by March 15th must submit a letter of intent to the Superintendent of Schools requesting a voluntary transfer by no later than March 30th of the same school year. As positions become vacant, the Administration will refer to the voluntary transfer file and contact those staff members who have submitted a letter of intent for an interview.

Section 2. All qualified Professional Employees will be given five (5) school days after posting of the notice to make application for such position, and the Superintendent agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the employ of the Committee, and other relevant factors. Preferential consideration will be given to qualified Professional Employees already employed by the Committee. Employee applicants shall be given an interview if the employee so requests, in writing.

Section 3. Appointments made by the Superintendent will be made without regard to race, creed, color, religion, national origin, sex or marital status.

Section 4. Transfers and assignments shall be made on a voluntary basis whenever possible. The Superintendent shall, however, when it considers it necessary or desirable make involuntary transfers or assignments

on the basis of inverse seniority by grade or discipline. An involuntary transfer or assignment will be made only after a meeting between the Professional Employee and the Superintendent of Schools, or his designee, at which time the employee will be notified in writing of the reasons for the transfer or assignment. In making transfers and assignments the Superintendent will give consideration to the length of time the employees involved have been in the employ of the Superintendent. Notice of transfers and changes in assignments shall be given by the Superintendent to the Professional Employees involved as soon as reasonably possible.

Section 5. All professional employees shall be given whenever possible their teaching assignment for the upcoming school year by the end of the previous school year.

Section 6. All professional employees shall be given whenever possible their room assignment for the upcoming school year by the end of the previous school year but no later than August 1st.

ARTICLE XV ADVERSE ACTIONS

Section 1. No adverse action as hereinafter defined shall be taken against any Professional Employee for disciplinary or other reasons without good cause. For the purposes of the Agreement the term "adverse action" shall mean only the following types of action:

a. Admonishment. An admonishment is a disciplinary action taken against a Professional Employee by the appropriate supervisory official for some infraction which is not of a serious nature. An admonishment may be oral or in writing.

b. Reprimand. A reprimand is a statement of official censure in a formal letter to the Professional Employee from the Superintendent or his designee for a serious violation.

c. Suspension. Suspension is an enforced temporary non-pay status and absence from duty of a Professional Employee for disciplinary reasons. The Professional Employee will be given written notice of his suspension and the reasons therefore.

d. Demotion. Demotion, except as is otherwise provided herein, is a change from one position to another position lower in rank or compensation, imposed for disciplinary reasons or reasons of inefficiency. The term "demotion" as used herein shall not include any action taken by the Superintendent in not reappointing a Professional Employee to a position or positions described in the Schedule of Supplementary Compensation set forth in Appendix A attached hereto, assignments to such positions being made for one school year only. The Professional Employee will be given written notice of his demotion and the reasons therefore.

e. Dismissal. Dismissal, except as is otherwise provided herein, is the dismissal of a Professional Employee from the employ of the Committee for disciplinary reasons, for reasons of inefficiency or incapacity, or for

any other good cause. The term "dismissal" as used herein shall not include the dismissal of a Professional Employee without professional status who has been teaching in the Mansfield Public Schools for less than ninety (90) days and shall not include the action of the Superintendent in not renewing the contract of a Professional Employee without professional status. This shall not be considered as "adverse action" as defined herein.

ARTICLE XVI
SUMMER SCHOOL AND FEDERAL PROGRAMS

Section 1. The Committee will, as soon as practicable, give notice to its Professional Employees of opportunities for employment in the Summer School and in Federal Programs conducted by the Committee.

Section 2. A Professional Employee who desires to apply for any such position vacancy shall submit his/her application in writing to the Superintendent within the time limit specified in the notice announcing the vacancy.

Section 3. In filling vacant positions in the summer school and in Federal Programs, the Committee will take into consideration each applicant's professional competence and attainment. Where the qualifications of applicants, in the opinion of the Committee, are substantially equal, preference will be given to employees of the Committee on the basis of their seniority as such employees.

ARTICLE XVII
TEACHER EVALUATION AND FILES

The primary purpose of evaluation is the improvement of individual professional performance, reflecting an acceptable system-wide philosophy, and serving as a guide for constructive supervision.

Section 1. All monitoring or observation of the work performance of a teacher will be conducted openly and with the full knowledge of the teacher. The use of eavesdropping, public address or audio systems, and similar surveillance devices shall be strictly prohibited, unless specifically agreed upon in writing.

Section 2. Professional Employees shall be permitted to inspect the contents of their personnel folder, files, cards, and records therein, and upon request, will be provided copies of such contents and records. Professional Employees will be entitled to have a representative of the Association accompany them during such review.

Section 3. No material which is in any way derogatory to the Professional Employee, except any confidential material which may be received prior to his/her employment, shall be placed in his/her personnel file before (s)he has had the opportunity to review such material and reply thereto, and unless the material has been substantiated in fact. The Professional Employee shall acknowledge that (s)he has reviewed such material by signing his/her name to the copy to be filed in his/her personnel file. The Professional Employee's signature shall, in no way, mean that (s)he agrees with the contents of any such material. The Professional Employee shall also

have the right to answer any such material in writing. His/Her answer shall be submitted to the Superintendent for review and shall be attached to the material to which it is in answer, and filed in his/her personnel file.

Section 4. Any report, communication or memorandum made by any administrator regarding a Professional Employee which is derogatory shall be brought to the attention of the employee and further, must be reasonably investigated before any adverse action is taken against such employee or any material regarding such matter is placed in the personnel file of the teacher.

Section 5. Any complaint by a parent, student, or other person directed toward a Professional Employee deemed serious enough to be included within the personnel file of the teacher, shall be promptly called to the attention of the employee. The identity of the complainant shall be known, and the employee shall be afforded the opportunity to refute such complaint in writing.

Section 6. If a teacher is to be disciplined or reprimanded by a member of the administration, (s)he will be entitled to have a representative of the Association present.

Section 7. All new employees will be given copies of the evaluation procedure within two (2) weeks of their entrance into the bargaining unit. The Superintendent shall be responsible for setting proper yearly dates and the notification to Professional Employees of such dates.

Section 8. It is agreed that a Study Committee will be established composed of four (4) persons appointed by the Association and four (4) persons appointed by the Committee. Such Study Committee shall be established by October 1, each year for the purpose of on-going review of the evaluation procedure. Proposed changes to the evaluation procedure must be reviewed and recommended by the joint committee.

ARTICLE XVIII
LEARNING MATERIALS

The Committee recognizes the professional competence and skills of its Professional Employees in relation to the selection of learning materials for use in the schools and agrees to solicit their advice and assistance in the selection of such learning materials.

ARTICLE XIX
FACILITIES FOR PROFESSIONAL EMPLOYEES

Section 1. The following facilities will be provided for Professional Employees in the schools whenever it is feasible and possible to do so:

- a. Space in each classroom in which teachers may safely store instructional material and supplies.

b. A teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials.

c. An appropriately furnished room to be reserved for the exclusive use of Professional Employees as a faculty lounge. Said room will be in addition to the aforementioned teacher work area.

d. serviceable desk and chair for each teacher.

e. A communication system so that teachers can communicate with the main building office from their classrooms.

f. A well-lighted, clean restroom for women and a well-lighted, clean restroom for men.

g. A separate, private dining area for the use of Professional Employees.

h. An adequate portion of the parking lot at each school reserved for the parking of cars of Professional Employees.

Section 2. It is understood and agreed that because of physical and financial limitations the Committee will not in all instances be able to provide the facilities set forth above in Section 1. Its failure to do so shall not be subject to the Grievance Procedure set forth in Article IV of the Agreement.

ARTICLE XX USE OF SCHOOL FACILITIES

Section 1. The Association may have the right to use school buildings without cost at reasonable times for meetings. Arrangements for the use of any school building shall be made through the Superintendent of Schools.

Section 2. Use of school facilities and equipment by the Association may be permitted within reasonable limits. Arrangements for the use of any school buildings shall be made through the Superintendent of Schools. Any costs incurred in the use of any such facilities or equipment will be paid by the Association.

Section 3. There will be one (1) bulletin board in each school building for teacher association use. It will be placed in an appropriate place for the purpose of displaying Administrative notices and Association material.

Section 4. Teacher mail boxes may be used by the Association to distribute Association literature.

Section 5. The Association President will be sent a copy of the official agenda of the School Committee meetings prior to each meeting and a copy of the minutes of said meeting after their approval by the Committee.

Section 6. The teaching faculty of each building shall be represented in the decision-making process at the building level in an advisory capacity

as members of a Faculty Advisory Council. The faculty and/or their self-appointed committees in each building shall meet to discuss educational issues independently of the Administration. While the decision-making responsibility in the building remains with the Principal, the Superintendent of Schools shall review issues which are not resolved at the building level upon request of the Faculty Advisory Council. All members shall be present.

Section 7.

a. The President of the Teachers' Association shall be exempt from all non-teaching duties.

b. The President will have the right to move within the school district during the school day, provided that his/her immediate supervisor knows his/her approximate location.

c. The President of the Teachers Association shall be granted a fifty percent (50%) release of teaching time without loss of seniority provided the Mansfield Educators Association reimburses the Mansfield School Department the fifty percent (50%) prorated portion of the President's salary.

d. The President of the Teachers Association shall have his/her own classroom available for prep periods.

ARTICLE XXI
PROTECTION OF PROFESSIONAL EMPLOYEES

The Committee will provide indemnification for Professional Employees provided by Section 100C of Chapter 41 and Chapter 258 of the Massachusetts General Laws under the conditions set forth in such section.

ARTICLE XXII
GROUP HEALTH AND LIFE INSURANCE

The group health insurance and the group life insurance provided by the Town of Mansfield for its employees shall be available to Professional Employees who advise the Superintendent of Schools in writing that they desire to participate in such insurance programs. Deductions for the Professional Employee's share of the cost of such insurance shall be made twice each month.

Effective September 1, 2004, the Town's contribution will be seventy percent (70%) and the employees contribution will be thirty percent (30%). All future increased costs to health care costs will be distributed using the seventy percent (70%) town and thirty percent (30%) employee ratio.

The School Committee will implement a dental health plan with the Town of Mansfield contributing fifty percent (50%) and the employee contributing fifty percent (50%).

Effective September 1, 2004 the Town of Mansfield agrees to set up a Flexible Spending Account for members of the Bargaining Unit to include medical and

dependent care components. Any third party processing fee associated with the creation of the Flexible Spending Account will be borne exclusively by participating members of the Bargaining Unit.

Effective September 1, 2007 employees purchasing long term disability insurance through MTA benefits may have their premium payments made by payroll deductions.

ARTICLE XXIII
INVESTMENTS

Section 1. The Committee shall allow Professional Employees to purchase tax sheltered investments, the premium payments for which will be deducted from the employee's pay and paid by the Town Treasurer to the investment companies. Any Professional Employee who desires to purchase such an investment must notify the Superintendent of Schools of his/her intention to do so prior to September 30th, to take effect in the first pay period in October, or by February 1, to take effect in the first pay period in March.

There shall be a maximum of ten (10) different companies from which employees may purchase tax sheltered investments. Such companies shall be those from which employees are, as of such above date, purchasing tax sheltered investments. Hereafter, any listed company which has no employee purchasers shall be dropped from the list.

Effective when the number of different companies from which employee's purchase tax sheltered investments reaches nine (9) or less, a company (companies) shall be added provided at least five (5) employees agree to purchase investments from any one such company and further provided that number of different companies from which employees may purchase such investments shall not exceed ten (10).

Employees who participate in the investment program will be entitled to the following contributions from the school committee to their tax sheltered investments.

The School Committee will annually contribute eight percent (8 %) of an individual's total contribution, not to exceed \$1,700.00 per year.

Employees choosing to discontinue contributing to the tax sheltered investment should notify the Director of Finance and Operations by March 1st of the preceding year.

All contributions by the School Committee will be made in June of each fiscal year.

Section 2. The Committee authorizes the Superintendent of Schools to act as purchasing agent to carry out the desires of the teachers in purchasing such tax sheltered investments.

ARTICLE XXIV
DEDUCTIONS FOR DUES

Section 1. The Committee will, upon the written authorization of a Professional Employee, make deductions from his compensation for the current dues of the Association. Any such authorization may be withdrawn by the Professional Employee by giving at least sixty (60) days' notice in writing of such withdrawal to the Committee.

Section 2. The specific amount of the current dues of the Association shall be certified to the Committee by the Treasurer of the Association on or before September 15th of each school year.

Section 3. The Committee will, upon the written authorization of a Professional Employee, make deductions from his compensation for the Massachusetts Teachers Association Credit Union and/or the Rockland Credit Union.

ARTICLE XXV
TEACHER TRAINING

Section 1. Professional Employees will be encouraged to attend any or all in-service or curriculum workshops which are scheduled after the regular school day.

Section 2. Such workshops shall be organized through the joint efforts of teachers and administrators and shall be consistent with the philosophy that all teachers and administrators must continually update their teaching practices and procedures in order that the education of youth will not be confined to the limitations of a static environment.

Section 3. The Superintendent of Schools, through the building administrators, will involve teachers in the planning of all in-service programs authorized by the School Committee.

ARTICLE XXVI
USE OF PRIVATE VEHICLE FOR OFFICIAL SCHOOL BUSINESS

Professional Employees who use their private vehicles on official school business, all of which has been approved in advance by the Superintendent of Schools, shall be reimbursed at the rate established for town employees.

ARTICLE XXVII
COMMUNICATIONS

Section 1. The Committee recognizes the need for effective communications between it and the Association. Accordingly, the Association shall, upon its written request to the Superintendent of Schools, be placed on the agenda of any regular meeting of the Committee.

Section 2. Consultation Process
The consultation process will provide an on-going vehicle for the representatives of the Association and school administration to permit a free

exchange of ideas and discussion of working conditions not covered by the present contract. In addition, this consultation process will provide for information to and opinions from the Association as to educational goals and methods of accomplishment.

The meetings will be scheduled by the President of the Association through the Superintendent of Schools as the need may arise. Time of meetings shall be determined by agreement between the Superintendent of Schools and the President of the Association. Representatives from the administration and the Association may attend as the need may arise.

ARTICLE XXVIII
REGISTERS OF DAILY ATTENDANCE OF PUPILS

Daily attendance of pupils will be taken by teachers and reported to the principal, who will be responsible for keeping the school register.

ARTICLE XXIX
PRINTING AND DISTRIBUTING AGREEMENT

This Agreement shall be printed in booklet form under the supervision of the Superintendent of Schools. The cost of such printing shall be shared equally by the Committee and the Association. Each Professional Employee and each member of the School Committee shall receive one (1) copy and the remaining copies shall be held by the Superintendent for distribution as requested by the Committee or the Association.

ARTICLE XXX
REDUCTION IN FORCE (LAYOFF)

The School Committee retains the right to determine the number of professional positions which are needed in the school system. In the event that financial limitations, pupil enrollments, curriculum changes or similar considerations cause the Committee to eliminate any positions covered by this Agreement, the following lay-off procedure shall apply.

Section 1. The Committee shall make every effort to accomplish said reductions by attrition.

Section 2. A teacher with professional status shall not be laid off if there is a teacher without professional status whose position the teacher with professional status is qualified to fill.

Section 3. In case of a layoff within specific areas of certification, the least senior certified teacher shall be laid off first, except that the Committee may retain a less senior teacher where such teacher is demonstrably superior in performance and/or qualifications, or when the demonstrated needs of the system so require. When performance, qualifications and the demonstrated needs of the system are substantially equal with respect to more than one teacher, the least senior teacher shall be laid off first. An arbitrator shall allow for reasonable judgments by the School Committee under this section.

Determinations as to qualifications shall be based only upon materials in the teacher's personnel file as of April 1 immediately preceding the layoff. Determinations as to performance shall not be based on evaluations conducted in the school year in which the layoff takes place.

Section 4. A teacher to be laid off in one certification under Section 3, who is certified in another area of certification shall have the right to replace a less senior teacher in such other certification, except that the Committee may retain the less senior teacher where such teacher is demonstrably superior in performance or qualifications or when the demonstrated needs of the system so require. When performance, qualifications (which for purposes of this section only, shall not include length of time teaching within the certification) and the demonstrated needs of the system are substantially equal with respect to more than one teacher, the least senior teacher shall be laid off first. An arbitrator shall allow for reasonable judgments by the School Committee under this section.

Determinations as to qualifications shall be based only upon materials in the teacher's personnel file as of April 1 immediately preceding the layoff. Determinations as to performance shall not be based on evaluations conducted in the school year in which the layoff takes place.

Section 5. Teachers who receive a new assignment under Section 4 may be required at the School Committee's expense to take three credits of course work to update skills where such action is deemed appropriate by the Superintendent. Notification will be made by the Superintendent by December 15th and the course will be completed by the following September 1st.

Section 6. "Certification" shall mean that the employee has on file with the Office of the Superintendent, evidence that (s)he possesses certification from the State Department of Education. Such evidence must be on file by April 1st of each school year.

"Seniority" shall mean the Professional Employee's length of continuous service in years, months, and days in the bargaining unit (date of assumption of duties). In cases of identical date of entry into the bargaining unit, seniority shall be determined by the drawing of lots by such employees or their designees. Employees shall be credited for seniority purposes up to a maximum of one (1) year for time spent on any leave of absence provided in this Agreement. Any time spent beyond one (1) year on leave(s) of absence under Article IX, X, and/or XI by any employee shall be construed to be non-active service and will not be included in determining the total length of service. However, such leaves shall not be construed to break active service; and seniority will mean the total number of years, months, and days preceding the leave, added to the total number of years, months, and days after resuming active duty after such leave(s) of absence. Service of part-time employees after September 1, 1989 shall be pro-rated for the purpose of the calculation of seniority.

Section 7. Employees to be laid off shall be notified, in writing, of such layoff as soon as possible, but in no event later than the May 15 immediately preceding the end of the school year in which the layoff will take effect. Such notice will include the specific reasons for the layoff.

Section 8. Employees who have been laid off shall be entitled to recall rights for a period of two (2) years from the effective date of their respective layoffs. During the recall period, employees shall have preference for any vacancy or new position for which they are qualified in the inverse order of their layoff subject to the same criteria set forth in Section 3 hereof for layoff.

Section 9. Employees laid off under this paragraph shall be given priority on the substitute list during said recall period if they so indicate, in writing, to the Superintendent.

Section 10. Employees laid off under this paragraph may continue all insurance coverages provided by the Town of Mansfield during said recall period at their own expense. Failure to forward full premium payments to the Town Treasurer shall terminate this option.

Section 11. Employees on recall shall be notified by the Superintendent by certified mail of any open positions within their area of certification in the School System. Failure to apply for an open full-time, permanent position within his/her area of certification within fifteen (15) workdays following such notification by the Superintendent shall terminate all rights under this Article.

Section 12. All benefits, including salary and professional status, to which an employee was entitled at the time of layoff shall be restored in full upon re-employment within the recall period.

Section 13. 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 ninety (90) days following execution of this Agreement. An updated list will be supplied by October 15th each year thereafter. If no challenge to the list is made by the Association within thirty (30) days of receipt of the list, the list stands as written.

Section 14. Nothing in this Article shall affect the right of the School Committee to refuse to renew the contract of a teacher without professional status.

Section 15. (a) In those cases where, under Section 3 or 4, a junior teacher is retained over a senior teacher within a certification, the notice of layoff to the senior teacher shall contain a statement detailing the basis upon which each such junior teacher was judged demonstrably superior to the senior teacher. Such notice shall be provided at the time of notice of reduction in force.

(b) Such notice of reasons shall also be provided when a junior teacher is recalled in preference to a senior teacher.

ARTICLE XXXI
SCOPE OF AGREEMENT

Section 1. The Committee and the Association agree that during the term of this Agreement all matters and issues pertaining to wages, hours, and

conditions of employment of Professional Employees shall be governed exclusively by and limited to the terms and provisions of this Agreement.

Section 2. All terms and conditions of employment of said Professional Employees not covered by this Agreement shall continue to be subject to the Committee's and/or Superintendent's direction and control and shall not be the subject of negotiations until the commencement of negotiations for a successor agreement.

Section 3. No addition to, alteration, modification, or waiver of any of the terms or provisions of this Agreement shall be valid, binding or of any force or effect unless it is made in writing and executed by the Committee and the Association.

Section 4. The failure by the Committee or by the Association in one or more instances to observe or enforce any provisions of this Agreement shall not be construed to be a waiver of said provisions.

Section 5. If any provisions of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to the 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 XXXII
AGENCY FEE

The Committee agrees to require as a condition of employment that all employees, except those employees certified as members to the Committee by the Association, pay annually or by dues deduction to the Association, as of the thirtieth (30th) day of such employment, or thirty (30) days subsequent to the effective date of this Agreement, whichever is later, an Agency Service Fee equal to the amount required to become a member and remain a member in good standing of the exclusive bargaining agent and its affiliates to or from which membership dues are paid. Said amount shall be certified annually to the Committee by the Association.

ARTICLE XXXIII
EARLY RETIREMENT INCENTIVE PLAN

Section 1. The intent of this provision is to provide a financial incentive for a teacher to retire earlier than might otherwise be the case. Such incentive can provide a benefit to the teacher, a long term financial saving to the town and an opportunity for employment and/or career advancement for other teachers.

Section 2. Teachers eligible to participate in this plan are those who have been employed in Mansfield for ten or more consecutive years, have achieved the maximum step of the teacher's salary schedule, and have filed a binding declaration to resign or retire as set forth below.

Section 3. A declaration of intent to resign or retire must be filed with the Superintendent no later than November 15 of the school year in which the retirement/resignation is to occur. Such declaration shall be binding and irrevocable.

Section 4. A teacher filing the declaration shall be entitled to receive an amount as set forth below:

<u>Age at date of retirement</u>	<u>Amount</u>
<u>55 or Younger</u>	\$12,000
<u>56 - 57</u>	\$6,000
<u>58 - 60</u>	\$4,000
<u>Over 60</u>	\$2,000

Payment of said amount shall be made by August 31 of the fiscal year following that in which the declaration of intent is filed.

ARTICLE XXXIV
COURSE REIMBURSEMENT

Effective September 1, 2007 the Committee shall reimburse a professional employee in an amount not to exceed five hundred twenty-five (\$525.00) for a course approved in advance by the Superintendent and which, at the discretion of the Superintendent, is directly related to the employee's area of teaching responsibility. Reimbursement shall be contingent upon the employees obtaining a satisfactory grade in any such course according to the standards of the institution, and submitting evidence of satisfactory completion to the Superintendent. Effective September 1, 2008, the Committee shall reimburse a professional employee in an amount not to exceed five hundred seventy-five dollars (\$575.00) contingent upon the employee satisfying the requirements set forth above. Effective September 1, 2009, the Committee shall reimburse a professional employee in an amount not to exceed six hundred and twenty-five dollars (\$625.00) contingent upon the employee satisfying the requirements set forth above. Nurses, orientation and mobility specialists, hearing impaired specialists, speech pathologists, occupational therapists, and physical therapists shall be allowed to access the total annual course reimbursement allocation set forth in this Article for conferences and workshops directly related to the member's area of responsibility in the same dollar amount as professional employees. The process for applying for and receiving approval shall be the same as set forth for professional employees. Notwithstanding the foregoing provisions, the maximum amount to be expended by the Committee for such course reimbursement effective September 1, 2007 shall not exceed one hundred and six thousand five hundred dollars (\$106,500.00); effective September 1, 2008 shall not exceed one hundred and twenty one thousand five hundred dollars (\$121,500.00); and effective September 1, 2009 shall not exceed one hundred thirty six thousand five hundred dollars (\$136,500.00). Professional employees shall apply for course reimbursement on a first-come, first-serve basis. In the event that the number of professional employees applying for course reimbursement exceeds the available financial resources for that year, those professional employees who do not receive course reimbursement shall be placed at the top of the list for the immediate subsequent year for purposes of eligibility. The Superintendent shall maintain a list of those employees who have made application for and have been granted such reimbursement.

ARTICLE XXXV
HEALTH AND SAFETY

Section 1. Alcohol and drug dependency are recognized by the parties to be treatable illnesses. Management and the Union agree to cooperate in encouraging employees subject to these dependencies to undergo a rehabilitation treatment program. Employees may be offered a referral to a professional treatment facility for purposes of diagnosis and/or treatment. If an employee is found to be alcohol or drug dependent, (s)he must agree to follow a prescribed course of treatment and notify the Employer of his/her participation and progress. An employee otherwise subject to discipline under this Agreement who refuses to avail himself of assistance shall be subject to the normal contractual disciplinary procedures. Nothing in this provision shall impair or expand the existing rights and obligations of the parties set forth elsewhere in the Agreement.

Section 2. The School Committee will use all reasonable efforts to maintain heating temperatures, air quality, and other working environmental conditions at a state that is conducive to the health and safety of the professional employees.

Section 3. The Director of Buildings and Grounds will meet on a monthly basis with the MEA Health and Safety Committee made up of a representative from each school building, to listen to health and safety concerns. Meetings shall be scheduled at a mutually convenient time such that it does not conflict with school hours. If they wish, members of the MEA Health and Safety Committee may offer suggestions to address their concerns.

ARTICLE XXXVI

LONGEVITY

Section 1. Regular Longevity

Effective September 1, 2016, all professional employees who are at Steps 10-13 of the contract shall receive an annual payment of Five Hundred Thirty Dollars (\$530.00). Employees who are at Step 13 but not yet eligible for the longevity shall continue to receive the \$530.00 longevity until such time as they are eligible for longevity set forth in Paragraph II. It is expressly understood that once an employee becomes eligible for longevity in Paragraph II, the employee is no longer eligible for the \$530.00 longevity payment.

All Professional Employees with at least two years at the maximum step of the salary schedule and at least six (6) years as a Professional Employee in Mansfield shall receive an annual payment of Seven Hundred Dollars (\$700.00).

All Professional Employees with at least six (6) years at the maximum step of the salary schedule and at least thirteen (13) years as a Professional Employee in Mansfield shall receive an annual payment of an additional Seven Hundred Dollars (\$700.00).

All Professional Employees who have completed twenty-nine (29) years of service in the Mansfield Public School system shall receive an additional annual payment of fifteen hundred dollars (\$1,500.00).

Longevity payments will be paid as follows:

One-half to be paid in the first pay period in December and the remainder in first pay period in June.

ARTICLE XXXVII

HEALTH SERVICE PERSONNEL

It is understood that the Nurses will perform duties as assigned by the building principal, which are consistent with the terms of the collective bargaining agreement and regulations of the Massachusetts Department of Education.

It is understood that the Nurses will participate in parent conferences and

curriculum nights.

Effective September 2007, Mansfield School Nurses will be eligible for all steps and lanes of the Professional employee's pay scale.

Mansfield School Nurses will participate in after-school and evening community health promotion events under the direction of the Nurse Leader and administrators. These programs will include but are not limited to, multiple Influenza Clinics, Alcohol and Drug Awareness presentation, Health Education Programs and Growth and Development programs. In addition, a nurse will be available to work in the summer to provide nursing coverage for students attending the Extended Year Program. Mansfield School Nurses will serve as advisors for the Health Professionals Club. Nurses will serve as mentors for Career Pathways students, students participating in a Senior Project or nursing students from schools of higher education, if the placement is appropriate.

ARTICLE XXXVIII
RESIGNATIONS

In order for a professional employee to leave the District in good standing, the professional employee shall provide the Superintendent's office with thirty (30) days' written notification of his/her intent to resign.

CRIMINAL OFFENDER RECORDS INFORMATION

CORI

CORI POLICY / PROCEDURES FOR EMPLOYEES

BACKGROUND: Chapter 385 of the Acts of 2002, an Act Further Protecting Children, requires school systems to obtain criminal offender records information ("CORI") on all current employees, applicants for employment, volunteers, individuals who provide transportation services to students on a regular basis, and independent contractors and laborers hired to perform work on school grounds.

SCHOOL SYSTEM APPROVAL PROCESS: Even though a school system has been authorized to receive CORI data on new employees, it must resubmit a certification application with the Criminal History Systems Board ("the Board"). Upon re-approval by the Board, the school system will be assigned a CORI code which allows the Board to track CORI requests and deliver information efficiently and accurately.

AUTHORIZED DISTRICT EMPLOYEES: The School system must identify the individuals who will be authorized to receive CORI data, and include this information as part of the application process. As part of an Agreement of Non-Disclosure, each person who is identified by the school system to receive CORI data must sign and submit an agreement that CORI information will not be released to any individual other than the Superintendent of Schools, and the individual for whom the CORI was sought.

CENTRALIZED STORAGE LOCATION: Copies of the CORI request forms, and all CORI data that is received from the Board will be stored in a locked file cabinet in the office of the Assistant Superintendent for Finance. Copies will not be included in Personnel Files, nor will anyone other than the Superintendent, Principal, and the individual himself/herself will have access to the information,

CONDITION OF EMPLOYMENT: It is a condition of continued employment that an employee, upon request, sign the CORI form that allows the school district to receive the CORI data from the Criminal History Systems Board pursuant to Massachusetts law (Chapter 385 of the Acts of 2002).

FREQUENCY OF CORI SUBMISSIONS: CORI checks for individual employees will be conducted not more than every three years (3) without good cause during an individual's term of employment. Upon the receipt of the CORI data, the previous CORI data will be destroyed.

USE OF CORI INFORMATION: Each CORI case is different, and determinations will therefore be made on a case-by-case basis. Among the factors to be considered will include, but be limited to when the conduct occurred, the type or nature of the conduct, the relationship of the conduct to the employee's present position, the penalty imposed, whether the charge resulted in a conviction, when the individual has been arrested subsequently, and post-conviction conduct.

COMMUNICATION WITH EMPLOYEE: Once the CORI data has been received by the school system, it will be filed in the office of the Assistant Superintendent for finance. A determination will also be made whether or not the information delineated necessitates a meeting between the employee and the Superintendent. If such a meeting is indicated, the employee has the right to be represented by counsel and/or union representation.

DUE PROCESS: Any and all personnel actions resulting from a CORI report shall be conducted pursuant to the provisions of the respective collective bargaining agreement and the General Laws of the Commonwealth.

ARTICLE XXXIX
DURATION

This Agreement shall take effect on September 1, 2014, and shall continue in full force and effect to and including August 31, 2017, and from year to year thereafter unless either party indicates its intention to modify or terminate the Agreement by written notice to the other by November 1, 2016 or November 1st of any subsequent year.

The parties shall meet within thirty (30) days next following notification of intent to modify or terminate as provided above, for the purpose of commencing negotiations for a successor agreement. The parties shall trade proposals at such mutually acceptable date.

IN WITNESS WHEREOF, the Committee has caused this Agreement to be signed in its name and behalf by its Chairman, hereto duly authorized, and the Association has caused this Agreement to be signed in its name and behalf by its President, hereto duly authorized, on the date and year first above written.

MANSFIELD SCHOOL COMMITTEE
Michael Trowbridge
Chairman

MANSFIELD EDUCATORS' ASSOCIATION
Scott Cohen
Negotiations Chairperson

Dated: _____

Dated: _____

year	2014 - 2015								
1	Increase - 1.25%								
	Bachelors	Bachelors + 15	Masters or Bachelors plus 30	Masters + 15	Masters + 30	Masters + 45	Masters + 60	CAGS* Masters + 75 Doctorate	
Step	A	B	C	D	E	F	G	H	
1	41,747	43,418	45,151	46,959	48,841	50,790	52,824	54,937	
2	43,209	44,936	46,734	48,605	50,550	52,573	54,676	56,863	
3	45,588	47,411	49,309	51,280	53,332	55,464	57,683	59,990	
4	47,819	49,731	51,722	53,789	55,941	58,178	60,504	62,925	
5	50,293	52,303	54,394	56,569	58,830	61,185	63,633	66,178	
6	52,699	54,805	56,997	59,277	61,646	64,113	66,675	69,344	
7	54,911	57,108	59,391	61,768	64,238	66,808	69,479	72,256	
8	57,425	59,721	62,111	64,593	67,177	69,867	72,660	75,569	
9	59,669	62,056	64,539	67,119	69,805	72,595	75,502	78,520	
10	62,183	64,672	67,259	69,948	72,746	75,654	78,681	81,829	
11	65,358	67,972	70,691	73,520	76,458	79,517	82,699	86,006	
12	73,211	76,106	79,114	82,245	85,498	88,882	92,404	96,066	

year	2015 - 2016								CAGS*	
2	Increase - 2.0%		Bachelors	Bachelors + 15	Masters or Bachelors plus 30	Masters + 15	Masters + 30	Masters + 45	Masters + 60	Masters + 75 Doctorate
Step	A	B	C	D	E	F	G	H		
1	42,582	44,286	46,054	47,898	49,818	51,806	53,880	56,036		
2	44,073	45,835	47,669	49,577	51,561	53,624	55,770	58,000		
3	46,500	48,359	50,295	52,306	54,399	56,573	58,837	61,190		
4	48,775	50,726	52,756	54,865	57,060	59,342	61,714	64,184		
5	51,299	53,349	55,482	57,700	60,007	62,409	64,906	67,502		
6	53,753	55,901	58,137	60,463	62,879	65,395	68,009	70,731		
7	56,009	58,250	60,579	63,003	65,523	68,144	70,869	73,701		
8	58,574	60,915	63,353	65,885	68,521	71,264	74,113	77,080		
9	60,862	63,297	65,830	68,461	71,201	74,047	77,012	80,090		
10	63,427	65,965	68,604	71,347	74,201	77,167	80,255	83,466		
11	66,665	69,331	72,105	74,990	77,987	81,107	84,353	87,726		
12	74,675	77,628	80,696	83,890	87,208	90,660	94,252	97,987		

year	2016 - 2017 Increase - 2.0% (FY16 step 12 becomes step 13 in FY17 and a new step 12 is established.)							
3								CAGS*
	Bachelors	Bachelors + 15	Masters or Bachelors plus 30	Masters + 15	Masters + 30	Masters + 45	Masters + 60	Masters + 75 Doctorate
Step	A	B	C	D	E	F	G	H
1	43,434	45,172	46,975	48,856	50,814	52,842	54,958	57,157
2	44,954	46,752	48,622	50,569	52,592	54,696	56,885	59,160
3	47,430	49,326	51,301	53,352	55,487	57,704	60,014	62,414
4	49,751	51,741	53,811	55,962	58,201	60,529	62,948	65,468
5	52,325	54,416	56,592	58,854	61,207	63,657	66,204	68,852
6	54,828	57,019	59,300	61,672	64,137	66,703	69,369	72,146
7	57,129	59,415	61,791	64,263	66,833	69,507	72,286	75,175
8	59,745	62,133	64,620	67,203	69,891	72,689	75,595	78,622
9	62,079	64,563	67,147	69,830	72,625	75,528	78,552	81,692
10	64,696	67,284	69,976	72,774	75,685	78,710	81,860	85,135
11	67,998	70,718	73,547	76,490	79,547	82,729	86,040	89,481
12	72,084	74,950	77,929	81,029	84,250	87,601	91,089	94,714
13	76,169	79,181	82,310	85,568	88,952	92,473	96,137	99,947

*The following language shall be effective September 1, 2013. CAGS Programs shall be deemed to encompass other programs with comparable requirements such as Educational Specialist programs provided that the program has been approved by the Superintendent.

The CAGS designation shall be removed from the M+75 lane and will not be available for any employee starting a CAGS Program after September 1, 2013. Educators in a CAGS Program may only move one lane in each contract year.

A CAGS Program must consist of at least 30 credits and include a practicum or require a practicum in addition to the 30 credit program. When the practicum is in addition to the 30-credit program, upon completion of the practicum, the educator will be awarded an additional six (6) credits towards a lane change.

Upon satisfactory completion of a CAGS Program and a practicum, an educator will receive six (6) additional credits towards movement on the salary schedule.

SCHEDULE OF SUPPLEMENTARY COMPENSATION

	<u>2014-2015</u>	<u>2015-2016</u>	<u>2016-2017</u>
A. Coordinator of Unified Media Services	6,084	6,084	6,084
Band Director	12,438	12,438	12,438
Coordinator Health & Physical Education	6,537	6,537	6,537

Employees in the above positions will be placed on the appropriate step of the salary schedule based on years of service and education and then will receive the stipend listed above.

B. Supervisory Positions

Title One Coordinator	3,410	3,410	3,410
Little Hornets Coordinator	8,526	8,526	8,526
Academic Learning Center Coordinator	8,526	8,526	8,526
Base for Dept. Heads	1,930	1,930	1,930
Coordinator of Visual Performing Arts	965	965	965
Coordinator of Performing Arts	965	965	965
Stipend per Teacher including Supervisor	456	456	456
Team Leaders	1,824	1,824	1,824
Curriculum Associates, Team Leaders	1,824	1,824	1,824

& Liaisons, Teacher Mentors, Curr. Spec.

Curriculum/Instruction Spec/Enrichment Teacher Ten (10) days pay pro rated at 1/182 of annual pay for each year of the contract

C. Advisory Positions

I. High School Yearbook	3,082	3,082	3,082
**Student Council Co-Advisor	1,291	1,291	1,291
Student Newspaper Advisor	1,546	1,546	1,546
Literary Magazine Advisor	1,065	1,065	1,065
Dramatic Director	4,084	4,084	4,084
**Academic Decathlon Co-Advisor	1,688	1,688	1,688
Tatler	1,515	1,515	1,515
**Senior Class Co-Advisor	1,217	1,217	1,217
**Junior Class Co-Advisor	1,081	1,081	1,081
**Sophomore Class Co-Advisor	532	532	532
**Freshman Class Co-Advisor	381	381	381
French Club Advisor	773	773	773

	<u>2014-2015</u>	<u>2015-2016</u>	<u>2016-2017</u>
Gay Straight Alliance Advisor	773	773	773
Mock Trial Advisor	773	773	773
World Travel Club Advisor	773	773	733
Foreign Language Honor Society Advisor	799	799	799
Foreign Exchange Program Advisor	799	799	799
Anime Club Director	773	773	773
Model Senate Advisor	248	248	248
The Scoop Advisor	1,546	1,546	1,546
QMS Ski Club Advisor	248	248	248
The High School Dance Club Advisor	773	773	773
Robotics Advisor	3,378	3,378	3,378
Math League Advisor	1,688	1,688	1,688
Ski Club Advisor	248	248	248
Ski Club Advisor (Ass't)	220	220	220
Spanish Club Advisor	773	773	773
Science Club Advisor	773	773	773
National Honor Society Advisor	1,065	1,065	1,065
SADD Advisor	773	773	773
Technology Leaders (3)	3,378	3,378	3,378

**If one person occupies the role, that personal will receive a double stipend.

II. Middle School

Memory Book Advisor	1,151	1,151	1,151
Student Council Co-Advisor	1,439	1,439	1,439
Drama Club Director	4,084	4,084	4,084
Literacy magazine Advisor	1,034	1,034	1,034
Middle Ski Club Advisor	248	248	248

III. Elementary

Building Technology Assistants	3,278	3,278	3,278
Diversity Club Advisor	1,065	1,065	1,065

D. Coaching Salaries

Athletic Trainer	12,141	12,141	12,141
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I. High School

Football Head Coach	10,091	10,091	10,091
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Football Varsity Assistant Coach	5,433	5,433	5,433
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Football Varsity Assistant Coach	5,433	5,433	5,433
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Football Varsity Assistant Coach	5,433	5,433	5,433
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Football Head Freshman Coach	4,659	4,659	4,659
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Football Freshman Assistant Coach	3,724	3,724	3,724
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Boys Basketball Head Coach	6,790	6,790	6,790
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Girls Basketball Head Coach	6,790	6,790	6,790
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Boys Basketball Varsity Assistant Coach	4,270	4,270	4,270
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Girls Basketball Varsity Assistant Coach	4,270	4,270	4,270
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Girls Basketball Freshman Coach	3,357	3,357	3,357
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Boys Basketball Freshman Coach	3,357	3,357	3,357
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Baseball Head Coach	5,586	5,586	5,586
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Baseball Assistant Coach	3,297	3,297	3,297
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Baseball Freshman Coach	2,302	2,302	2,302
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Boys Soccer Head Coach	5,433	5,433	5,433
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Girls Soccer Head Coach	5,433	5,433	5,433
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Boys Soccer Varsity Assistant Coach	3,288	3,288	3,288
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Girls Soccer Varsity Assistant Coach	3,288	3,288	3,288
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Boys Soccer Freshman Coach	2,347	2,347	2,347
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Girls Soccer Freshman Coach	2,347	2,347	2,347
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Softball Head Coach	5,586	5,586	5,586
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Softball Varsity Assistant Coach	3,297	3,297	3,297
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Softball Freshman Coach	2,302	2,302	2,302
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2014-2015

2015-2016

2016-2017

Golf Head Coach	3,286	3,286	3,286
Golf Assistant Coach	1,835	1,835	1,835
Gymnastics Head Coach	4,069	4,069	4,069
Cross Country Head Coach	5,433	5,433	5,433
Cross Country Assistant Coach	1,835	1,835	1,835
Girls Track Winter Head Coach	5,433	5,433	5,433
Boys Track Winter Head Coach	5,433	5,433	5,433
B/G Track Winter Assistant Coach	2,522	2,522	2,522
Boys Track Spring Head Coach	5,433	5,433	5,433
Girls Track Spring Head Coach	5,433	5,433	5,433
Girls Track Spring Assistant Coach	3,492	3,492	3,492
Boys Track Spring Assistant Coach	3,492	3,492	3,492
**B/G Track Spring Assistant Coach	3,492	3,492	3,492
Boys Tennis Head Coach	5,433	5,433	5,433
Girls Tennis Head Coach	5,433	5,433	5,433
Fall Cheerleader Head Coach	2,685	2,685	2,685
Fall Cheerleader Assistant Coach	1,133	1,133	1,133
Winter Cheerleader Head Coach	2,685	2,685	2,685
Winter Cheerleader Assistant Coach	1,133	1,133	1,133
Field Hockey Head Coach	6,201	6,201	6,201
Field Hockey Varsity Assistant Coach	3,288	3,288	3,288
Field Hockey Freshman Coach	2,347	2,347	2,347
Weight Room CF Fall	1,835	1,835	1,835
Weight Room CM Winter	1,835	1,835	1,835
Weight Room CS Spring	1,835	1,835	1,835
Ice Hockey Head Coach	5,716	5,716	5,716
Ice Hockey Assistant Coach	4,014	4,014	4,014

	<u>2014-2015</u>	<u>2015-2016</u>	<u>2016-2017</u>
Open Gym Coordinator	2,533	2,533	2,533
Volleyball Head Coach	5,433	5,433	5,433
Volleyball Assistant Coach	3,288	3,288	3,288
Volleyball Freshman Coach	2,269	2,269	2,269
Boys Lacrosse Head Coach	5,433	5,433	5,433
Girls Lacrosse Head Coach	5,433	5,433	5,433
Boys Lacrosse Assistant Coach	3,288	3,288	3,288
Girls Lacrosse Assistant Coach	3,288	3,288	3,288
Wrestling Head Coach	4,606	4,606	4,606
Wrestling Assistant Coach	3,068	3,068	3,068
Boys Head Swim Coach	5,433	5,433	5,433
Boys Swim Varsity Assistant Coach	2,522	2,522	2,522
Girls Head Swim Coach	5,433	5,433	5,433
Girls Swim Varsity Assistant Coach	2,522	2,522	2,522
Band:			
Fall Color Guard	831	831	831
Fall Color Guard Assistant	461	461	461
Winter Color Guard	831	831	831
Winter Color Guard Assistant	461	461	461
Percussion's	922	922	922
Percussion Assistant (2)	922	922	922
Field Coordinator	2,558	2,558	2,558
Music Arranger	1,535	1,535	1,535
II. Middle School			
Intramural Fall QMS Coach (2)	1,835	1,835	1,835
Intramural Winter QMS Coach (2)	1,835	1,835	1,835
Intramural Spring QMS Coach (2)	1,835	1,835	1,835

APPENDIX C

Teacher and Caseload Educator Model Contract Language

The parties to this Agreement hereby incorporate by reference the teacher evaluation contract previously agreed to by the parties, as well as all agreed-upon forms and rubrics.