

AGREEMENT

BETWEEN THE

FAIRHAVEN EDUCATORS' ASSOCIATION

UNIT B

AND THE

FAIRHAVEN SCHOOL COMMITTEE

2018 - 2021

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FAIRHAVEN EDUCATORS' ASSOCIATION (UNIT B)
AND
THE FAIRHAVEN SCHOOL COMMITTEE
2018-2021**

Pursuant to the provisions of Section 178L, Chapter 149 of the General Laws of the Commonwealth of Massachusetts, THIS AGREEMENT made this May 10, 2018, by and between the SCHOOL COMMITTEE OF THE TOWN OF FAIRHAVEN (hereinafter called the Committee) and the FAIRHAVEN EDUCATORS' ASSOCIATION (hereinafter called the Association).

PREAMBLE

1. In recognition that our prime interest and purpose is to provide education of the highest possible quality for the children of Fairhaven and that good morale within the professional staff of the Fairhaven Public Schools is essential to the achievement of that purpose, we, the undersigned parties to this Agreement, hereby declare that:
2. Under the laws of Massachusetts, the Committee, elected by the citizens of Fairhaven, has the final responsibility for the establishment of the educational policies of the public schools of the Town of Fairhaven. To that end, no part or provision of this contract or any appendix attached hereto, which is in conflict with those responsibilities as set forth in any law or by-law, will prevail when such conflict exists.
3. The Superintendent of Schools of Fairhaven (hereinafter called the Superintendent) has the responsibility under the law for carrying out the policies so established.
4. The Unit B personnel of the public schools of Fairhaven shares with the Committee and the administrative staff the responsibility for providing the school children of Fairhaven with education of the highest possible quality consistent with policies established by the Fairhaven School Committee.
5. Fulfillment of these respective responsibilities can be facilitated and supported by consultation and free exchange of views and information between the Committee, the Superintendent, and the personnel of Unit B in the formulation and application of policies relating to wages, hours, and other conditions of employment for the personnel of Unit B; and so,
6. To give effect to those declarations, the following principles and procedures are hereby adopted.

**ARTICLE 1
RECOGNITION, SCOPE, LIMITATION**

- 1:1 For the purpose of collective bargaining with respect to wages, hours, other conditions of employment, the negotiation of collective bargaining agreements, and any questions arising thereunder, the Committee recognizes the Association as the exclusive bargaining agent and the representative of Unit B personnel, all assistants or assistant principals, assistants to the principal, directors, assistant directors, and supervisors, excluding all other employees of the school department.
- 1:2.1 Subject to the provisions of the Agreement, and except as provided by Appendix A, hereto attached and made a part hereof, the Committee shall retain all policy-making powers, not modified by the terms of this Agreement.

- 1:2.2 All matters covered by the contract are all the matters to which the parties have bargained and intend to bargain and any matter which is not covered by the language of this Agreement is retained to the School Committee with full discretion to act in any way they shall see fit.

ARTICLE 2 NEGOTIATION PROCEDURE

- 2:1.1 Not later than January 15th of the calendar year in which this Agreement expires, the Committee and the Association agree to enter into negotiations over a successor Agreement, in accordance with the procedures-set forth herein, in a good-faith effort to reach agreement concerning Unit B wages, hours, and other conditions of employment. Any Agreement so negotiated will apply to all Unit B personnel defined in Article 1, 'Section 1:1, and will be reduced to writing and signed by the Committee and the Association.
- 2:1.2 During negotiations, the Committee and the Association will present relevant data, exchange points of view, and make proposals and counter-proposals. Either party may, if it so desires, at its own expense, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.
- 2:1.3 Before the Committee adopts a change in policy which affects the wages, hours, or any other conditions of employment, which is not covered by the terms of this Agreement and which has not been proposed by the Association, the Committee will notify the Association in writing that it is considering such a change and the Association will have an opportunity to express its views at the next meeting of the School Committee following notification. The decision of the School Committee shall be final for that school year, however, any such changes in policy shall be negotiable prior to the next school year, except that in the event that any such changes in policy SUBSTANTIALLY changes the job description of a member of this Unit, the salary will become immediately negotiable.
- 2:1.4 A copy of the School Committee agenda containing such proposed changes in policy attached shall be deemed adequate notice for the purpose of this section. No policy will be adopted unless the Association is given eleven (11) days prior notice.

ARTICLE 3 GRIEVANCE PROCEDURE

- 3:1 DEFINITIONS
- 3:1.1 A "grievance" is defined as a question, problem, or disagreement, which arises concerning any provisions of this Agreement with respect to wages, hours, or working conditions of an employee(s) covered by it, or an alleged violation of any provisions of this Agreement.
- 3:1.2 An "aggrieved person" is the person(s) making a grievance.
- 3:1.3 A "party in interest" is the person(s) making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
- 3:1.4 A "bill of complaint" is a-written statement of a grievance, signed by the aggrieved person or party, which must be submitted prior to the initiation of action beyond Levels One and Two of the Grievance Procedure.
- 3:1.5 "Administration" includes those personnel on Levels One and Two of the grievance procedure.

3:2 PURPOSE

3:2.1 The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may, from time to time arise, affecting the welfare or working conditions of Unit B Personnel, as defined in Article 1, Section 1:1 as covered by this Agreement.

3:2.2 Nothing herein contained shall be construed as limiting the rights of any Unit B personnel having a grievance under the provisions of this Agreement to discuss the matter informally with any member of the Administration and have the grievance adjusted without the intervention of the Association, providing the adjustment is not inconsistent with the terms of this Agreement.

3:2.3 A matter, which is not covered by any provisions of the Agreement, may not be subject to the grievance procedures under the Agreement.

3:3 PROCEDURE

3:3.1 Since it is most important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum and every effort should be made to expedite the mutual agreement.

3:3.2 In the event a grievance is filed on or after June 1st, which if left unresolved until the beginning of the following school year, could result in irreparable harm to a "party in interest", the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.

3:3.3 LEVEL ONE - A member of Unit B with a grievance will first discuss it with his/her principal or immediate superior, either directly or through an Association Representative, with the objective of resolving the matter informally.

3:3.4 LEVEL TWO

a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within ten (10) days after the presentation of his/her grievance, he/she may file the grievance in writing as a "bill of complaint" with the Chairman of the Association's Professional Rights and Responsibilities (hereinafter referred to as the P R & R Committee) within five (5) days after the decision at Level One or fifteen (15) days after the grievance is presented whichever is sooner. Within five (5) days of receipt of the written grievance, the chairman of the P R & R Committee will refer it to the Superintendent of Schools.

b. The Superintendent will represent the Administration at this level of the grievance procedure. Within ten (10) days after the receipt of the written grievance by the Superintendent, the Superintendent will meet with the aggrieved person (s) in an effort to resolve it.

c. If a member of Unit B does not file a grievance in writing with the Chairman of the P R & R Committee and a written grievance is not forwarded to the Superintendent as follows:

for Unit B grievances starting at Level One - thirty (30) days;

for Unit B grievances starting at Level Two - twenty (20) days; after the member of Unit B knew, or should have known, of the act or condition on which the grievance is based, the grievance will be considered as waived under this paragraph. A dispute as to whether a grievance has been waived under this paragraph will be subject to arbitration pursuant to Level Four.

3:3.5 LEVEL THREE - If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within ten (10) days after he/she first met with the Superintendent,

he/she may file the grievance in writing with the Chairman of the P R & R Committee within five (5) days after such decision by the Superintendent, or fifteen (15) days after he/she first met with the Superintendent, whichever is sooner. Within five (5) days after receiving the written grievance, the School Committee will meet with the aggrieved person for the purpose of resolving the grievance. The ultimate decision on the grievance at Level Three will be rendered by the School Committee.

- 3:3.6 LEVEL FOUR - If at the end of twenty-five (25) days next following the presentation of the grievance in writing to the School Committee, the grievance shall not have been disposed of to the satisfaction of the P R & R Committee of the Association and if the grievance shall involve a dispute over the interpretation or application of any provision of this Agreement, the Association may, by giving written notice to the School Committee within ten (10) days following the conclusion of such period of twenty-five (25) days, present the grievance for arbitration.
- 3:3.7 The grievance shall be submitted to the Board of Conciliation and Arbitration (established under Chapter 150 of the General Laws of the Commonwealth) for arbitration and decision in accordance with the applicable rules of said Board. The award or decision made in any such arbitration shall be final and binding on the School Committee, the Association, and the aggrieved employee (s), the expenses, if any, shall be shared equally by the School Committee and the Association.

ARTICLE 4 SALARIES

4:0 SALARIES

- 4:1 The salaries of all persons covered by this Agreement are set forth in Appendix A attached hereto and made a part hereof by addenda.
- 4:2 Administrators shall be paid on a weekly salary basis. This salary will be computed by dividing fifty-two (52) weeks into the total gross salary of each administrator.

Upon leaving the system before the end of a contracted school year, the administrator shall be paid on a pro rata daily basis. This will be computed by dividing the number of days contracted into the administrator's gross salary.

ARTICLE 5 WORKING HOURS OF UNIT B PERSONNEL

In order to establish clearly the language related to the work year of administrators, the following terms are agreed to by the Committee and the Association:

- 5:1 REGULAR SCHOOL YEAR - The regular school year, as determined each year by the Committee, in accordance with the regulations set forth by the Massachusetts Department of Education shall normally consist of the ten (10) month period from September to the following June and shall contain not more than one hundred eighty (180) contract days.
- 5:2 REGULAR SCHOOL YEAR PLUS 10 DAYS – Assistant Principal/Elementary and Assistant Principal/Teaching and Learning – The regular school year plus ten (10) additional days shall consist of ten (10) workdays in excess of the regular school year. Such ten (10) workdays shall be the five (5) workdays immediately before the beginning of the school year, two (2) days of Professional Development, and the three (3) workdays immediately after the regular school year.
- 5:3 This section intentionally left blank.

5:4 REGULAR SCHOOL YEAR PLUS 20 DAYS – High School and Middle School Assistant Principals - The regular school year plus twenty (20) additional days shall consist of twenty (20) workdays in excess of the regular school year. Such twenty (20) workdays shall be the ten (10) workdays immediately before the beginning of the school year, two (2) days of Professional Development, three (3) workdays immediately after the regular school year, and five (5) workdays shall be mutually agreed upon with the Superintendent or his/her designee.

REGULAR SCHOOL YEAR PLUS 20 DAYS – Assistant Director of Student Services - The regular school year plus twenty (20) additional days shall consist of twenty (20) workdays in excess of the regular school year. Such twenty (20) workdays shall be the five (5) workdays immediately before the beginning of the school year, two (2) days of Professional Development, three (3) workdays immediately after the regular school year, and ten (10) workdays shall be mutually agreed upon with the Superintendent or his/her designee.

5:4.1 Up to four (4) of the above days may be worked during the normal school vacation periods (exclusive of weekends) with the prior approval of the principal. Documentation of days worked are to be submitted to and signed by the principal and then submitted to the Superintendent's secretary.

If the Unit B member is required to interview a candidate for employment or perform other unexpected duties on a day when he/she would otherwise not be working, that day will be considered one of the required days of work. If the Unit B member has already worked all of the required days, he/she shall be credited with that day by compensatory time taken in full or half days. These days will be documented by the principal and immediately submitted to the Superintendent's secretary. Compensatory time may not be taken when it is known in advance that the principal will be out of the building.

5:5 Any Association member who, upon request from the Superintendent of Schools, agrees and performs the functions of his/her position as defined in his/her job description beyond his/her contracted work year shall be compensated for each such day of extended service at a rate equal to the per diem amount paid to that position during the regularly contracted period.

5:6 It is further agreed that any programs conducted during the summer months which fall into the category of workshops and committees for such, or any programs of an innovative nature, shall be regarded as positions similar to those under Article 24, and the provisions of Article 24 shall govern.

5:7 In the event that the high school and middle school assistant principals, as a result of their responsibility as an academic leader of specific curricular discipline (as defined in Regulation 2210, Section 2.4), volunteer to commit and expend an amount of time for the conduct of activities related to their leadership in the specific curricular discipline aforesaid, in excess of normal day-to-day time responsibilities, they shall, by advance arrangement with the Superintendent, receive either pre-agreed-upon compensatory time or agreed-upon extra compensation, subject to the advance approval of the School Committee. Such activities shall include, but not be limited to such programs as in-service training, curriculum development workshops, etc.

If an assistant principal is appointed to assume the duties/responsibilities of a stipend/salaried person, the assistant principal will receive the prorated per diem stipend/salary for the position(s) for the remainder of the school year.

5:8 When an Assistant Principal is required by the Superintendent to substitute for his/her Principal for a period beyond two consecutive school weeks, the Assistant Principal will receive twenty percent (20%) of his/her (Assistant Principal) per diem salary for each day of substitution beyond the two consecutive weeks and shall be given the extra pay retroactively to the starting date of the assignment. This language shall not preclude the Superintendent from hiring an interim principal.

**ARTICLE 6
COMMITTEE ASSIGNMENTS**

- 6:1 Members of Unit B shall be given the opportunity to apply for service on any committee formed within the school system. If at least one member of the Unit applies for assignment, he/she shall be appointed. If more than one member of Unit B applies, the Superintendent of Schools shall have the discretion of appointing one or more.

**ARTICLE 7
UNIT B EMPLOYMENT**

- 7:1 Full credit may be given for previous outside teaching experience upon initial employment. A discretionary exception to this policy would be granted to the Superintendent to determine a deduction of credit of up to two (2) years for those members of Unit B returning to the profession after an absence of over five (5) years. Additional credits will be given upon initial employment of members of Unit B whose teaching career was interrupted after the first year of teaching experience for service in the military- or Peace Corps or VISTA work. Such additional credit shall not exceed three (3) years for military experience, two (2) years for Peace Corps work, or one (1) year for VISTA work: If members of Unit B, who have left the Fairhaven School System to enter another field of employment are re-employed after five (5) years, they will upon returning be restored to the next position on the salary schedule above that at which they left.
- 7:2 Members of Unit B with previous teaching experience in the Fairhaven School System will, if re-employed, receive full credit on the salary schedule for Peace Corps and VISTA work up to the maximum set forth in Section A above.
- 7:3 The provisions of Sections 7:1 and 7:2 above shall not be construed to grant professional status to Unit B personnel, who have not been employed continuously for three (3) years in the Fairhaven Schools next preceding their employment or re-employment.
- 7:4 Should a member of Unit B move to another position of comparable or greater responsibility within the Unit, he/she shall suffer no decrease in salary, but shall be placed in the lowest step which will provide equal or greater salary.

**ARTICLE 8
STAFF APPOINTMENTS AND ASSIGNMENTS**

- 8:1 Appropriate Unit B personnel shall have the opportunity, whenever possible, to participate in the interview process to evaluate prospective professional personnel to be assigned to their direction and supervision. They shall be entitled to express their evaluations, either verbally or in writing, to the Interview Committee, who shall recommend employment of staff members to the Superintendent of Schools in accordance with General Laws, Chapter 71, Section 59.

**ARTICLE 9
TRANSFERS**

- 9:1 Although the Committee and the Association recognize that some transfer of personnel from one school to another is unavoidable, they also recognize that frequent transfer of personnel is disruptive of the educational process and interferes with optimum professional performance. Therefore, they agree as follows:
- 9:2 When a transfer or reassignment of personnel is necessary, volunteers will be transferred first.

- 9:3.1 When involuntary transfers are necessary, the areas of professional competence, major and/or -minor field of study, quality of professional performance, and length of service in the Fairhaven School System will be considered in determining which employee is to be transferred. Unit B personnel being transferred involuntarily will be transferred only to a comparable position if deemed practicable and in the best interests of the Fairhaven Public Schools.
- 9:3.2 An involuntary transfer will be made only after a meeting between the Unit B employee involved and the Superintendent, or his/her designee, at which time the employee will be notified of the reasons for the transfer. In the event that the employee objects to the transfer at this meeting, upon the request of the employee, the Association will be notified and the Superintendent (or his/her designee) will meet with the Association's representatives to discuss the transfer.
- 9:4 A list of open positions in all other schools will be made available to all personnel being transferred. Preference will be given in filling such positions to the applicant best suited on the basis of performance and background, with due consideration being given to length of service in the Fairhaven School System.
- 9:5 Notice of transfer will be given to Unit B personnel as soon as practicable, and usually by the end of the school year.
- 9:6 Exceptions to the provisions of Section 9:2, 9:3, 9:4, and/or 9:5 above may be made only if the Superintendent determines that it is necessary to do so in the best interests of the students, teacher(s) and/or school(s) affected.
- 9:7 Personnel desiring a transfer will submit a written request to the Superintendent stating the assignment preferred. Such requests must be submitted between September 1st and April 1st of each school year. Requests must be renewed each year. All requests will be acknowledged in writing.

ARTICLE 10 VACANCIES AND PROMOTIONS

- 10:1 Whenever a vacancy in a professional position occurs during the school year (September to June), it will be adequately publicized by the Superintendent by means of a notice placed on the Association bulletin board in every school as far in advance of the appointment as possible. During the months of July and August, written notice of any such vacancies will be given to the Association. In both situations, the qualifications of the position, its duties, and the rate of compensation will be clearly set forth. The qualifications set forth for a particular position will not be changed when such future vacancies occur unless the Association has been notified in advance of such changes and the reasons therefore. No vacancy will be filled during the months of July and August within twenty-one (21) calendar days from the date the notice is given to the Association.
- 10:2 All qualified members of Unit B -will be given adequate opportunity to make application for such positions, and the Committee agrees to give due weight and consideration to the professional background and attainments of all applicants, including areas of competence, fields of study, quality of performance, professional dedication, personality, and length of service in the Fairhaven School System. In filling such vacancies, judgmental preference will be given to present employees making application. In all cases, the decision of the Superintendent shall be final. Appointments will not be made earlier than ten (10) school days (or twenty-one (21) calendar days) during July and August after making the announcement unless these conditions shall be stated in the announcement and a deadline established. Applicants from within the school system will receive a written notification of the decision of the Superintendent.
- 10:3 Appointments will be made without regard to race, creed, color, religion, national origin, sex, marital status or sexual orientation.

**ARTICLE 11
PROFESSIONAL EVALUATION**

- 11:1.1 Unit B personnel will have the right, upon request, to review the contents of their personnel file, by appointment, within reasonable time. Members of Unit B will be entitled to have a representative of the Association accompany him/her during such review. The Committee will be entitled to have an observer present during such review.
- 11:1.2 No material derogatory to a member of Unit B's conduct, service, character, or personality will be placed in his/her personnel file unless the member has had an opportunity to review the material. The member of Unit B will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The member of Unit B will also have the right to submit a written answer to such materials, and his/her answer will be reviewed by the Superintendent and/or the principal, each of whom will affix their signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. Said answer will be attached to the original material.
- 11:2.1 Any reports of a derogatory nature or complaints made concerning a Unit B member to a higher administrator or by/to a member of the Superintendent, which will form the basis for an adverse entry in the personnel file of the Unit B member, shall be made available to the Unit B member and the Unit B member shall meet with the Superintendent. Any adverse report/complaint which shall be placed on the agenda of a School Committee meeting, shall also be made available to the Unit B member involved. A Unit B member shall have the opportunity for a discussion of the matter with the Superintendent in Executive Session.
- 11:3.1 Subject to the provisions of Paragraph 11:3.2 below, no Unit B member shall be disciplined, reprimanded (as defined), or reduced in compensation without just cause; and no such Unit B member shall be dismissed except for inefficiency, incapacity, conduct unbecoming a teacher, insubordination, or other good cause.
- 11:3.2 This Article shall not restrict the authority of the School Committee granted under General Laws, Chapter 71, Sections 41, 42, 42A and 43 with respect to dismissal or rehiring of non-professional status personnel.
- 11:3.3 A Unit B member may elect to defend any action taken under this Article through the Grievance Procedure as stated in this Contract or under the provisions of the General Laws, Chapter 71; however, once an action has been started under one procedure, he/she waives all rights to defending his/her cause under the alternative procedure.
- 11:3.4 A reprimand is defined as a formal rebuke in written form from a person in authority. For purposes of this Article, the formal rebuke in written form shall be from the Principal, Superintendent, or higher authority.
- 11:3.5 a. All Unit B personnel will be evaluated based on the Massachusetts Model System of Education Evaluation.
- b. The administrative evaluation process consists of a range of sequential evaluative elements designed to promote collegiality, collaboration, accountability, focused performance, and professional growth as described in the Administrative Evaluation Process July 31, 1996 ed.

**ARTICLE 12
UNIT B FACILITIES**

- 12:1.1 Where separate facilities for Unit B are not available the members of Unit B shall share facilities provided for Unit A personnel.

- 12:1.2 All facilities shall be provided wherever possible, to the best of the Committee's ability, but the final determination on these facilities will rest with the School Committee. (See Level Three).

ARTICLE 13 ACCIDENT BENEFITS

- 13:1 Whenever a Unit B employee is absent from school as a result of personal injury compensable under the Massachusetts Workmen's Compensation Laws, caused by an accident arising out of and in the course of his/her employment, he/she may elect to charge all or part of such absence during the period of temporary disability due to the accident to his/her sick leave, in which event, he/she shall receive the sick leave pay to which he/she is entitled for the period so charged, less the amount of any workmen's compensation award made for temporary disability due to said injury for any period for which sick leave is paid. In the absence of such election, such employee shall not receive his/her sick leave payments during the period of his/her temporary disability due to the accident and his/her sick leave credit shall not be reduced by reason of any workmen's compensation payments he/she may receive for temporary disability due to injury.

ARTICLE 14 SUPERVISORY AIDES

- 14:1.1 It is recognized that, with the general supervisory responsibilities of Unit B personnel, they should have little or no responsibility for directing regularly recurring supervision of students.
- 14:1.2 When teachers, because of scheduling, are unable to perform necessary supervision of students during cafeteria period and other times when students are not actively engaged in classroom instruction on a regularly recurring basis, the Committee agrees to provide adequate non-professional aides.

ARTICLE 15 PROTECTION

- 15:1 Unit B members will immediately report all cases of assault suffered by them in connection with their employment to the Principal in writing for transmission to the Superintendent.
- 15:2 This report will be forwarded to the Committee who will comply with any reasonable request from the member of Unit B for non-privileged information in its possession relating to the incident or the person(s) involved and will act in appropriate ways as liaison between the members of Unit B, the police, and the courts.
- 15:3 Members of Unit B may be indemnified in accordance with the provisions of the law as provided under General Laws, Chapter 258, Section 9.
- 15:4 The above language does not limit the unit member's right to take whatever legal recourse the member may deem appropriate under the circumstances against the alleged perpetrator(s) of the assault.
- 15:5 A joint committee made up of two (2) members of Unit B and two (2) members appointed by the School Committee will be established to study the professional liability and protection of Unit B members.

ARTICLE 16 SICK LEAVE PROVISIONS

- 16:1 Members of Unit B will be entitled to fifteen (15) days sick leave per year unlimited accumulation for personal illness or injury.

- 16:2 Discretion will be allowed to the Superintendent of Schools to require medical evidence of any absence in excess of three (3) days; additional discretion will be allowed to the Superintendent to require medical evidence of any absences for less than three (3) days.
- 16:3 In addition to personal illness or injury, sick leave may also be utilized for the following purposes:
- 16:3.1 A maximum of fifteen (15) days shall be allowed for administrators to use their sick days for absences due to said administrator's personal illness, disability, or injury: or illness or injury in the immediate family. The immediate family is considered as parents, grandparents, sisters, brothers, children, spouse, parents-in-law, sisters/brothers-in-law, daughters/sons-in-law, grandchildren, stepfamily, or any other person actually domiciled with the administrator. Discretion will be allowed the Superintendent of Schools to require medical evidence of any family illness in excess of five (5) days.
- 16:3.2 Additional sick leave days may be granted at the discretion of the School Committee.
- 16:4.1 Members of the bargaining unit whose attendance is exemplary during the work year will be eligible to receive a stipend at the end of the work year by redeeming sick leave days according to the teachers' schedule. (Numbers to be inserted)

<u>Number of Sick Leave Days used By the Member during the work year</u>	<u>Number of Days that may be redeemed and amount of money received</u>
0	4 days = \$800
1	3 days = \$650
2	2 days = \$500

Sick leave days which are redeemed will be deducted from the member's accumulated sick leave days. Members of the bargaining unit who are eligible and who do not wish to redeem days shall notify the Superintendent, in writing, by June 1st of the year in question. Stipends paid to eligible employees, pursuant to this section, will be rendered by the end of each fiscal year.

16:5 SICK LEAVE BANK

- 16:5.1 In the event of extended illness of an employee under this contract, an additional source of aid shall be provided by means of a sick leave bank to provide for additional days beyond accumulated sick leave benefits.
- 16:5.2 Administrators covered under this Agreement shall participate in the Unit A Sick Leave Bank under the terms and conditions of that bank.
- 16:5.3 The policy concerning the operation of the sick leave bank and the awarding of extended sick leave days from the bank will be governed by the language of Articles 17:3.1, 17:3.2, 7:3.3, 17:3.4, and 17:3.6 of the Unit A contract.
- 16:5.4 (Unit A Contract 17:3.1) In the event of extended illness of a teacher under this Contract, an additional source of aid shall be provided by means of a sick leave bank to provide for additional days beyond accumulated sick leave benefits.

Members of Units B, C, and E may participate in the sick leave bank established under this Article covering Unit A, fully and equally with the members of Unit A.

The Association agrees that this sick leave bank ties the benefits of the members of this Unit to the benefits of the members of other Units. The Association hereby waives any objection or right to claim that the town will have committed an unfair labor practice by the town's refusal to bargain over changes to the sick leave bank which changes are not agreed to by those other Units.

- 16:5.5 (Unit A Contract 17:3.2) The intent of the Sick Leave Bank will be to provide employees with sick days until they are fit to return to work. In certain extenuating cases, individuals may be allowed to use the Sick Leave Bank to reach certain dates for specific purposes. At the beginning of each school year or at any time during the school year, should the total number of days remaining in the Sick Leave Bank be less than fifty (50) days, employees covered by this Agreement shall contribute one (1) of his/her annual fifteen (15) days of sick leave to fund the bank. All new employees will automatically donate one (1) day to the Sick Leave Bank upon hire.
- 16:5.6 (Unit A Contract 17:3.3) The Sick Leave Bank shall be administered by the Sick Leave Bank Committee consisting of six (6) members. Three (3) members shall be designated by the Committee to serve at its discretion and three (3) members shall be designated by the Association. The Sick Leave Bank Committee shall determine the eligibility for the use of the bank and the amount of leave to be granted by using the following criteria:
1. adequate medical evidence of serious illness
 2. prior utilization of all eligible sick leave and personal leave
 3. length of service in the Fairhaven School System
 4. propriety of use of previous sick leave
- An initial request to the Sick Leave Bank can be for up to a maximum of thirty (30) days per request. Additional days may be awarded, as needed, up to a maximum of fifteen (15) days per request. All decisions of the Committee are final and binding and not subject to grievance arbitration. A tie-vote goes to the applicant.
- 16:5.7 (Unit A Contract 17:3.4) Said bank will begin operation on the effective date of this Contract.
- 16:5.8 (Unit A Contract 17:3.6) All sick leave donations to the Sick Leave Bank shall accrue to the credit of the bank, and any balance (of days in the Sick Leave Bank not used by the end of the school year) will be carried over to the next succeeding school/contract year.
- 16:5.9 No person may be granted any sick leave accumulation on deposit in the sick leave bank as long as such person has accumulated sick leave accruing to their personal credit.

ARTICLE 17 TEMPORARY LEAVES OF ABSENCE

- 17:1 Members of Unit B will be entitled to the following temporary leaves of absence.
- 17:1.1 Three (3) days leave of absence for personal, legal business, household, or family matters, which require absence during school hours. Application for personal leave will be made at least twenty-four (24) hours before taking such leave except in emergencies. Personal days may be accumulated up to five (5) days. The applicant for such leave will not be required to state the reason for taking such leave other than he/she is taking it under this Article, except that no leave may be taken during the first or last week of the school year, except with prior permission of the Superintendent of Schools and for a stated reason or exceptional emergency approvable by him. Permission will be given for absence to attend graduation ceremonies of members of the immediate family.
- 17:1.1a If the administrator wishes to take the day immediately preceding or immediately following a holiday, they will redeem two (2) personal days for the use of one (1). The Assistant Principal cannot take the days(s) if it is known ahead of time that the building principal is going to be absent. The following holidays would apply: Columbus Day, Veteran's Day, Martin Luther King Day, Good Friday (unless the start of Spring vacation), and Memorial Day. Thanksgiving, Christmas, Winter and Spring vacations do not apply.

- 17:1.1.1 If personal leave days remain unused at the end of the school year, administrators will be entitled to the following:
- a) Two (2) unused personal days can be converted to one (1) sick day to be applied to Sick Leave Buy Back in Article 16:4.1. A letter of request must be submitted by May 1st.
- 17:1.2 The time necessary for not more than one (1) representative of the Association to attend the Massachusetts Elementary/Secondary School Principals Association and or other Professional Association conferences. Attendance shall be allowed for not more than one (1) meeting per member per year.
- 17:1.3 Education Association members shall be allowed to attend at least one (1) professional conference per year associated with the Association for which dues are paid by the Committee under Article 21:1.1. The Committee further agrees to assume the costs for said attendance.
- 17:1.4 The time necessary to appear in legal proceedings in connection with the employee's employment or with the school system, or in any other legal proceedings, if the employee is required by law to attend.
- 17:1.5 Absence because of quarantine disease.
- 17:1.6 Up to four (4) consecutive days for each death in the immediate family; up to one (1) day for death not considered to be in the immediate family, excluding the day of death. (N.B. For the purpose of death in the immediate family, the immediate family is considered to consist of parents, grandparents, sisters, brothers, children, spouse, parents-in-law, sisters/brothers-in-law, daughters/sons-in-law, grandchildren, stepfamily, or any other person actually domiciled with the administrator. Additional days may be given to the extent necessitated by long-distance travel as determined by the Superintendent, and said days shall be deducted from sick leave
- 17:1.7 The number of days necessary, up to a total of three (3), to observe the required religious holidays, as directed by the tenets of one's faith.
- 17:1.8 The School Committee, at its discretion, may grant up to ten (10) days temporary leave without pay to any member of Unit B.
- 17:1.9 A leave of absence without pay for up to two (2) years will be granted to any administrator who joins VISTA as a volunteer, serves as an exchange administrator, serves in an overseas dependent's school, is a full-time participant in any such program, engages in career development and/or finds other school-related employment. Upon return from such leave, an administrator will be considered as if he/she were actively employed by the Committee during the leave and will be placed on the salary schedule and degree lane he/she would have achieved if he/she had not been absent.
- 17:1.10 Up to two (2) days absence to attend graduation ceremonies for each member of the immediate family. The Association and the Committee agree that the granting of a second day for the same graduation will be contingent on the bargaining unit's need for additional traveling time or other special circumstances. For purposes of this section "immediate family" shall mean children, husband, wife, spouse, or domestic partner and graduation shall mean ceremonies connected with high school, college, or military service schools.
- 17:1.11 The Superintendent shall have the discretion to grant leave without pay up to ten (10) days per year without recourse to the School Committee.

ARTICLE 18 EXTENDED LEAVES OF ABSENCE

- 18:1 The Committee and the Association agree that a member of Unit B serving on tenure may, upon request, be granted a leave of absence for up to two (2) years without pay for the purpose of holding an elected office

or position in a professional association (state or national). Upon return from said leave, a member of Unit B will be considered as if he/she were actively employed by the Committee during the leave and will be placed on the salary schedule at the level he/she would have achieved had he/she not been absent.

- 18:2 Female members of Unit B will be allowed maternity leave up to one (1) year.
- 18:3 A leave of absence without pay or increment of up to one (1) year will be granted for the purpose of caring for a sick member of the immediate family of a member of Unit B. Additional leave may be granted at the discretion of the Committee.
- 18:4 The Committee will grant a leave of absence of up to one (1) year without pay or increment to any member of Unit B to campaign for or serve in public office.
- 18:5 After three (3) years continuous employment in the Fairhaven Public Schools, a member of Unit B may be granted a leave of absence without pay or increment for up to one (1) year for health reasons. Requests for such leave will be supported by appropriate medical evidence.
- 18:6 Any member of Unit B, whose personal illness extends beyond the period compensated, will be granted a leave of absence without pay or increment for such time as is necessary for complete recovery from such illness by submitting a request to the Superintendent.
- 18:7 Other leaves of absence without pay may be granted at the discretion of the Committee.
- 18:8 All benefits to which the members of Unit B may be entitled at the time of his/her leave commenced, including unused accumulated sick leave, will be restored to him/her upon his/her return; and he/she will be assigned to the same position which he/she held at the time said leave commenced, if available, or, if not, to a substantially equivalent position wherever possible.
- 18:9 All requests for extension or renewal of leaves shall be applied for, and notification of action concerning them shall be, in writing.
- 18:10 Non professional status members of Unit B are to be excluded from any provisions for extended leaves of absence. They may apply and the School Committee may, at its discretion, grant such leave. For the purpose of this section, the gaining of professional status in any capacity within the Fairhaven Schools shall be deemed eligibility for extended leave.

ARTICLE 19 SABBATICAL LEAVES

- 19:0 Upon recommendation of the Superintendent of Schools and in recognition of the need for providing opportunity to members of the staff for in-depth or extended pursuit of advance education, sabbatical leaves may be granted by the School Committee to no more than one (1) Unit B member every two (2) years.
- 19:1 It is agreed that the following extended leave policy for advanced study shall be in effect:
 - 19:1.1 Sabbatical leave will be considered by the Superintendent of Schools for any member of the professional staff, who shall have five (5) years of consecutive service within the Fairhaven Schools. Such extended leave shall be of a duration of not less than one (1) semester and no more than two (2) consecutive semesters for the purpose of such leave for advanced study. All requests for sabbatical leave must be received by the Superintendent in writing in such form as he may require and no later than December 30th of the year next preceding the school year for which the sabbatical leave is requested. All action taken on such requests shall be taken by the Committee no later than April 1st of the same school year.
 - 19:1.2 Persons on sabbatical leave will be paid at 500 of their regular salary rate, provided that such pay, when added to any program grants, stipend, or graduate assistantships will not exceed the regular salary rate. It

shall be understood that any salary allotment provided by the Committee shall be reduced proportionately so that such pay, when added to the program grant, will not exceed the regular salary rate.

- 19:1.3 Persons applying for sabbatical leave shall state the intended and expected advantage to the school system of any such studies. Awards shall be made on the basis of priorities established discretionary with the School Committee and based upon the statement of intended advantage to the school system.
- 19:1.4 Persons granted sabbatical leaves will agree, in writing, to return to employment in the Fairhaven Public Schools for two (2) full years for a full year's leave or one (1) year for each semester of leave. In default of completing the service agreement he/she will refund a sum of money equal to the total compensation received from the Town of Fairhaven while on sabbatical leave.
- 19:1.5 All Sabbatical leave must be:
- a. At a college or university acceptable to the School Committee.
 - b. At full-time graduate work as provided by the School Committee.
 - c. In the individual's field of instruction, educational specialty, or area of professional responsibility, which will be of direct benefit to the school system as determined by the School Committee.
- 19:1.6 The recipient of a sabbatical leave will be relieved of all normal responsibilities during the term of the sabbatical leave except for the responsibility to submit to the Superintendent two (2) progress reports each semester or term.
- 19:1.7 When the sabbatical leave has been completed, the individual on leave will submit a detailed report on his/her work together with copies of any thesis, studies, or other written expositions to the School Committee.
- 19:1.8 The recipient of a sabbatical leave will be given credit on the salary schedule for the period of absence as if he/she were in full-time attendance in the performance of his/her regular duties; however, no sick leave or other benefits will be earned during said absence except such as those to which he/she would otherwise be entitled under the statutes of the Commonwealth of Massachusetts.

ARTICLE 20 TEXTBOOKS

- 20:1 In the selection of textbooks or a new textbook series, the committee selected by the Superintendent for recommending such a change shall include one (1) or more members of Unit B, who are immediately concerned.

ARTICLE 21 PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

- 21:1 The Committee and the Association agree that in order for members of Unit B to retain their competency as professional educators and in order for them to contribute optimally to the educational leadership of the Fairhaven Public Schools, Unit B members should undertake professional development on a continuing, but reasonable basis. With this in mind, the following conditions are agreed upon:
- 21:1.1 The Committee will also pay for Unit B members wishing to join Elementary/Secondary Schools Principals Associations and/or other Professional Association.

- 21:1.2 The Committee will pay reasonable expenses including fees, meals, lodging, and/or transportation incurred by members of Unit B, who attend workshops, seminars, conferences, and other professional improvement sessions at the request of the Superintendent and with the advance endorsement of the Committee.
- 21:2 Participants in the aforementioned workshops, seminars, etc., will be required to submit a written report of their observations to the Superintendent and Committee, containing appropriate comments relative to the value of the activity to the school system and to the individual. Reports should cover the salient features of the activity and outline such information as was obtained, which it is felt will be of value to the Committee, the Superintendent, the conferee, and the school system.
- 21:3 The Committee recognizes the substantial responsibilities placed upon the members of Unit B as curriculum leaders in the system. The Committee will, therefore, set aside a sum of money annually to be used to pay for instruction, courses, and workshops for unit B members, which reasonably and demonstrably contribute to the betterment of the system. Prior to registration for said instruction, courses or workshops, the Superintendent shall approve attendance as appropriate to the system's academic needs. A request shall not be unreasonably denied. Reimbursement shall be made to the affected Unit B members upon successful completion of the instruction.
- 21:4 Each administrator will receive reimbursement for courses individually approved by the Superintendent up to a maximum of one thousand five hundred dollars (\$1,500) for graduate level courses in his/her area of certification, and/or degree granting program from an accredited college or university. Online courses/degree programs not deemed acceptable by the Department of Education will not be accepted for reimbursement or stipend increases. Written approval from the Superintendent must be received prior to registration for the course. It is understood, however, that the Superintendent of Schools can approve reimbursement for courses that are not in a degree-granting education program but which contribute to the administrator's professional growth. Said approval must be received prior to the administrator taking the course. Reimbursement for all approved courses shall be made as soon as possible after receipt of proof of successful completion with grade of B or higher of said course(s).

ARTICLE 22
POSITIONS IN SUMMER SCHOOL, EVENING SCHOOL, AND
UNDER FEDERAL PROGRAMS

- 22:1 It is agreed by the Superintendent and Committee that all professional openings for summer school and evening school positions and positions under federal programs will be publicized in each school building by the Superintendent and/or the Director of the specific program as early as possible and that unit B personnel, who apply for such positions, will be notified of the action taken -regarding their application as early as possible. However, it is understood that no implied preference will be given to Unit B personnel over personnel from Unit A or any other qualified applicant.
- 22:2 Members of Unit B will have the authority to prepare and submit grant proposals to the Superintendent of Schools in order to secure additional funding from state, federal, and/or private agencies. Said proposals need not be submitted for approval to any committee, study group, or individual other than the Superintendent of Schools unless the granting agency clearly requires such practice.

ARTICLE 23
PAYROLL DEDUCTIONS

- 23:1 Personnel covered by this Agreement may voluntarily request through the Superintendent's Office that M.T.A. Credit Union payments be deducted on a weekly basis. Authorized deductions from year to year unless-otherwise stipulated in writing by the employee.

- 23:1.1 The Committee shall deduct from the pay of each employee, from whom it has received authorization to do so, the amount specified by the employee for the M.T.A. Credit Union. The amount deducted shall be forwarded to the M.T.A. Credit Union monthly.
- 23:2 Employees will be eligible to voluntarily participate in a "tax-sheltered" annuity plan established pursuant to U.S. Public Law 87-370. Tax-sheltered annuity plan procedures are as follows:
- 23:2.1 Each insurance carrier must present deduction requisitions for at least twenty (20) eligible employees prior to starting a deduction plan for payroll deductions.
- 23:2.2 The amount each employee signs up for must be divisible by twelve (12) and both the yearly and monthly deductions must be made in whole dollars. The office of the Superintendent must be given a complete list of all signed up employees and their deductions prior to September 30 each school year and no changes may be made in deductions, either by increase or decrease, until the next enrollment period during the month of January. All additional enrollees must be presented before January 30. Subsequent enrollment periods shall be only during the months of September and January of each school year.
- 23:3 Employees covered by this Agreement may voluntarily request, through the Superintendent's Office, that their Association dues be deducted on a pro rata weekly basis.
- 23:3.1 The Committee shall deduct from the pay of each employee of this Unit, from whom it has received authorization to do so, the amount required as payment of Association dues. A list of employees from whom such dues deductions have been made will be provided to the Association Treasurer. The amount deducted shall be forwarded to the Association Treasurer monthly.
- 23:4 Teachers will be permitted to participate in the insurance coverage for life insurance, sickness and accident insurance provided by the Town of Fairhaven under the provisions provided under contract with the Board of Selectmen of the Town of Fairhaven for all municipal employees. The Association recognizes in this respect that negotiations for improvement in benefits or change in plans as adopted by the Town of Fairhaven and as applicable to teachers shall be exclusively negotiated between the Teachers and the Board of Selectmen.
- 23:5 Any wages earned for extra responsibilities during any given year will be included in that administrator's salary and, as such, will be subject to the teacher retirement system deductions.

ARTICLE 24 REDUCTION IN FORCE

24:0 INTRODUCTION

In the event that the School Committee determines to reduce the number of employees in the Bargaining Unit as a result of declining enrollment, the procedures set forth hereinafter shall apply.

24:1 GENERAL

No member of Unit B on professional status shall be dismissed or demoted from their position until all members serving in their job classification not on professional status have been dismissed or demoted. Job classifications shall be defined as follows for the purposes of this Article:

Assistant Principal High School
Assistant Principal Middle School
Assistant Principal/Student Services
Assistant Principal/Elementary
Assistant Principal/Teaching and Learning

- 24:1.1 Dismissals from or transfers to a position within the Unit resulting from elimination of positions will be limited by the provisions of this Article and, where permitted, will be determined by seniority as further defined.
- 24:2 DEFINITIONS
- 24:2.1 AREA - Area shall mean a position to which a Unit B member was appointed by the School Committee
- 24:2.2 DEMOTION - Demotion shall mean a transfer to a position resulting in a reduction in individual salary.
- 24:2.3 PROMOTION - Promotion shall mean going from one (1) position to a higher paying position.
- 24:2.4 SENIORITY - For the purpose of Reduction in Force from a position in Unit B to another position within the Unit, seniority shall be defined as the length of continuous service of the Unit B member in his/her present position. This continuous service shall be computed from the date of School Committee ratification of employment to the member's present position as reflected in the School Committee minutes. In the event of a tie, the date of signature on the initial individual employment contract shall determine the order of seniority. In the event of a further resulting tie, both parties shall meet and negotiate an appropriate means of solution. Leaves of absence approved by the School Committee shall not be deemed to interrupt continuous service for the purposes of this Article, but time spent on a leave of absence shall not be counted toward seniority.
- 24:2.4.1 In the event that a position in the Unit is eliminated and it becomes necessary to reduce force within the unit, and it becomes further necessary to transfer a Unit B member to a position in Unit A, the seniority the Unit B member carries to Unit A will be the length of continuous service that the Unit B member has served in Unit A and/or Unit B in the Fairhaven Public Schools. If a member of Unit B is involuntarily transferred out of the Unit and, at a later date, returns to service in Unit B to a position with the same job description he/she previously held, he/she will be given credit for the seniority accrued for any previous Unit B service.
- 24:2.5 CERTIFICATION - Official credentials from the Massachusetts Department of Education, Bureau of Teacher Certification. For purposes of this Article, Unit B members who are legally exempt from certification (L.E.C.) shall be considered as certified.
- 24:3 REDUCTION IN FORCE
- 24:3.1 In the event that positions are eliminated, the Unit B members affected will be allowed to transfer from one job classification to another if it does not result in a promotion (as previously defined in 24:2.3) and if the Unit B member is qualified by certification to fill the job classification.
- 24:3.2 In the event a position in a job classification is eliminated, the Unit B member serving in that position will be transferred to another position in Unit B for which he/she is certified and hold the required seniority so long as there is no transfer to a higher paying position. If no position is available in Unit B, the affected party will be transferred to a position in Unit A for which he/she hold the required certification and seniority.
- 24:4 SENIORITY
- 24:4.1 The Superintendent of Schools, at the beginning of each school year, will post a certification seniority list of all Unit B professional personnel represented by the F.E.A.
- 24:4.2 No member of the Unit will be placed on the seniority list in a certification area for a position covered in Unit B unless they have provided the Office of the Superintendent of Schools with their certification credentials and evidence of service in the position within twenty (20) days after the start of each school year during the term of this Agreement.

- 24:4.3 The aforementioned seniority list shall be forwarded to the President of the Fairhaven Educators' Association and posted in all buildings within thirty (30) days following the start of each school year. Members of the Unit with the greatest length of seniority will be listed first in the area of certification listing. Members of the Unit with the least amount of service will be placed last on the list. Unit B members will be listed in each area in which they hold certification.
- 24:4.4 Seniority in Unit B shall be defined as first day of employment in Unit B.
- 24:5 RECALL
- 24:5.1 Unit B members dismissed due to Reduction in Force will be placed on the recall list for three (3) complete school years.
- 24:5.2 Unit B members- on the recall list will be re-employed in vacancies in their first previous assigned field or in their field of certification so long as such- recall appointment does not result in a promotion (as previously defined). Recall placement will be by strict seniority and in reverse order of dismissal.
- 24:5.3 Unit B Members on the recall list will be given first priority in filling substitute teacher vacancies in their field of certification and/or experience.
- 24:5.4 The only benefits accorded Unit B members who have been dismissed due to Reduction in Force and who are on the recall list will be those specified in this Article. All other benefits gained as a result of this or successor Collective Bargaining Agreements will be received only by those members actively employed. Unit B members on the recall list shall be entitled to membership in any group health or life insurance coverage in existence at the time of the effective date of the lay-off, provided, however, that the Unit B member pays the entire cost of such insurance pursuant to the requirements of the insurance carrier and there shall be no contribution by the Committee for such member's insurance.
- 24:5.5 When an appropriate vacancy occurs in the Unit B member's last assigned area and/or area of certification (as limited by other sections in this Article), the appropriate members on the recall list will be notified by certified mail at their last recorded address. Failure to accept certified mail shall not be deemed sufficient reason for failing to meet the necessary response date. Failure to respond to the Superintendent of Schools with a letter of acceptance of the offered position within fifteen (15) calendar days shall be considered a rejection of such offer and the member shall be dropped from the recall list. It shall be the responsibility of the person on the recall list to inform the Office of the Superintendent of Schools in writing of changes in address.
- 24:5.6 Members on the recall list shall have priority in filling vacancies as hereinbefore set forth. No new personnel shall be hired to fill vacancies until all appropriate members on the recall list have been offered the vacancy pursuant to the provisions of this paragraph.
- 24:5.7 Upon return to employment from the recall list, Unit B members will have accumulated to their account the same number of sick days which they had accumulated at the time of their dismissal. Members dismissed during the school year, upon return will be placed on the next step of the salary schedule if they had served for a minimum of ninety-two (92) days during the year of dismissal.
- 24:5.8 Unit B members filling temporary vacancies at the time of dismissal due to Reduction in Force shall have no recall rights.
- 24:5.9 AFFIRMATIVE ACTION
- 24:5.9.1 Any legal order affecting affirmative actions staffing requirements shall take precedence over recall rights afforded personnel in this unit. In such cases documentary evidence will be provided to the Association.

**ARTICLE 25
GENERAL**

- 25:1 There will be no reprisals of any kind taken against any member of Unit B by reason of his/her membership in, or participation in, the Association or any of its activities.
- 25:2 Subject to the General Laws, members of Unit B will be entitled to full rights of citizenship and no religious or political activities of any member of Unit B or lack thereof will be grounds for any discipline or discrimination with respect to professional employment of such members of Unit B as long as there is no problem arising relative to the quality of work performed as a result of such participation.
- 25:3 The Committee will, upon request, provide the Association with any documents which will assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of the members of Unit B together with any other available information which may be necessary to process grievances under the Agreement.
- 25:4 The Association will be provided with a copy of the official agenda of the School Committee for each meeting and will be given a copy of the official minutes of the Committee subsequent to the monthly approval of the minutes by the Committee.
- 25:5 Copies of this Agreement will be provided to the Association and printed at joint expense.
- 25:7 This Agreement constitutes Committee policy with respect to the matters covered by this Agreement for the term of this Agreement and the provisions contained herein shall be issued under the appropriate indexing to be inserted in the official policy handbooks of the Committee. Any provisions of existing policy with respect to the subject matter contained in the Agreement shall be amended to conform with the Agreement. The Committee will carry out the commitments contained herein and give them full force and effect as Committee policy. The Superintendent will amend the Administrative Regulations and take such other action as may be necessary in order to secure conformity to the provisions of this Agreement.
- 25:8 Any benefits accorded to the teachers that have not been specifically identified in the administrator's master agreement will automatically become part of the Unit B master agreement.
- 25:9 Under normal circumstances, negotiations and/or grievance procedures will be held during non-school hours.

**ARTICLE 26
AGENCY FEE**

- 26:1 The Committee agrees to require (during the term of this Agreement) that all employees covered by this Agreement except those employees certified to the Committee by the Association as being members of the Association as of the 45th day of their employment or the 30th day after the effective date of this Agreement, whichever is later, shall pay to the Fairhaven Educators Association which fee shall not exceed the amount of dues paid to the Association by a regular active member.
- 26:2 The Association agrees to save the School Committee and Town harmless from any action arising out of deductions for the agency service fee and commenced by any employee against the School Committee or Town and assumes full responsibility for the disposition of funds so deducted once they have been paid to the Association.
- 26:3 Disputes between the parties concerning this provision shall be resolved in accordance with the grievance procedure contained in this Agreement. In the event such a dispute is submitted to arbitration, the arbitrator shall have no power or authority to order the School Committee to pay such service fee on behalf of any bargaining unit member. If the arbitrator decides the bargaining unit member has failed to pay or authorize

the payment of the fee in accordance with this provision, the only remedy shall be the suspension of the bargaining unit member for one (1) week without pay if the unit member continues to refuse to pay or authorize payment of the service fee.

ARTICLE 27
OFFICIAL FEA CONTRACT

The Superintendent of Schools and the School Committee agree to have the MTA staff in the Raynham regional office be responsible for collating all contract information and submitting the contract for proofing by both parties. This document will be considered as the official contract. It will be the responsibility of both parties to ensure that current contracts are made available to all unit members.

**ARTICLE 28
DURATION OF THE AGREEMENT**

- 28:1 The provisions of this Agreement will be effective as of July 1, 2018, and will continue and remain in full force and effect until June 30, 2021, at 12:00 midnight.

- 28:2 The parties to this Agreement will enter into negotiations pursuant to the procedures set forth in Article 3 of this Agreement for the renegotiation of all articles for a successor Agreement, at a time and date mutually agreed upon.

- 28:3 Nothing in this Article shall change or alter the provisions of Article 5 of this Agreement, which according to past practice, specifies the work year of Unit B personnel.

- 28:4 Both parties agree not to consider any other areas for negotiations except by prior mutual agreement by both parties to discuss such areas.

FAIRHAVEN EDUCATORS' ASSOCIATION

FAIRHAVEN SCHOOL COMMITTEE

DATE _____

DATE _____

UNIT B SALARY SCHEDULE

<u>POSITION</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Days</u>
Asst Principal High School	\$90,328	\$92,171	\$94,052	\$95,933	\$97,852	\$99,809	200
Asst Principal Middle School	\$84,753	\$86,483	\$88,248	\$90,226	\$92,031	\$93,871	200
Asst Principal Elementary	\$80,674	\$82,321	\$84,001	\$85,715	\$87,429	\$89,178	190
Asst Director Student Services	\$79,478	\$81,100	\$82,755	\$85,655	\$87,368	\$89,115	200
Asst Principal Teaching and Learning/ Asst Principal Student Services	\$76,617	\$78,180	\$79,776	\$81,372	\$82,999	\$84,659	190

*Every member employed as of May 1, 2018 shall start the 2018-2019 school year on Step 4. Members shall progress one step per year. Any individual hired into the unit for the 2018-2019 school year or later may be placed on the salary schedule at the discretion of the Superintendent.

STIPEND POSITIONS

Mentor Steering Committee Supervisor	\$1,200
Coordinator of Teaching and Learning	\$6,000

All Unit B members are eligible to apply for stipends listed in the Unit A contract.

Longevity is defined as the number of years the administrator has been working in the Fairhaven School system.

<u>Years</u>	<u>Amount</u>
5	\$1,000
10	\$1,500
15	\$1,750
20	\$2,000
25	\$2,250