MANSFIELD PUBLIC SCHOOLS Mansfield, Massachusetts

Agreement

Between

School Committee of the Town of Mansfield

And the

Mansfield Educators Association

School Years:

2020-2021

2021-2022

2022-2023

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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, 2020 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, Assistant Superintendent, 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 her/his/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 her/his/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 her/him/them by law. The Superintendent retains all the powers, rights and duties that she/he/they has by law and may subject to this Agreement exercise the same at her/his/their 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 her/his/their 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. <u>Level One.</u> The aggrieved employee shall first present her/his/their 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, her/his/their designated representative shall act on her/his/their behalf. Within ten (10) school days after the conclusion of said meeting, the Superintendent or her/his/their representative, as the case may be, shall advise the aggrieved

employee and the Association in writing of her/his/their 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 her/his/their 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. <u>Level Four.</u> 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:
 - 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 her/his/their 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 her/his/their 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 she/he/they 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:

- a group or class grievance should contain a common issue and arise in a similar setting,
- if a grievance affects the employees in one building, it should be initiated at Level I and,
- 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.

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 Director of School Counseling, 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 Director of School Counseling 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 Director of School Counseling shall be the same as for all other Department Heads. The Director of School Counseling shall be paid at the same rate as other Department Heads. The Director of School Counseling 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 Director of School Counseling 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 her/his/their classes, provided, however, that said elementary teachers shall assume the responsibility for acquainting herself/himself/themself with the objectives of the lessons taught and with the activities planned by said special subject teachers in order that she/he/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, she/he/they 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 she/he/they are assigned. The term "specialists" shall include special education staff and teachers of art, music, health teachers and physical education.

Section 8.

a. Mansfield High School

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, her/his/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) tenminute 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.

Based upon a six (6) period drop schedule with a seven (7) day rotation at the high school, teachers shall be assigned five (5) classes per term. The remaining two periods will be considered duty-free preparation periods to be used at each teacher's discretion. A teacher will be assigned no more than three different teaching preparations per term. Only teachers who volunteer will teach more than three different teaching preparations per term. When the department chairs determine that it is in the best interests of students and staff, department chairs may be assigned more than one (1) teaching class per term.

b. Qualters Middle School

Teachers at the Middle School will be assigned a maximum of four (4) teaching periods daily based upon a six-period day, six-day rotation, without a dropped period. A teacher will be assigned no more than three (3) different teaching preparations per grading period. Specialists' classes will run on a 60-day, trimester schedule. Each teacher will be provided with one (1) preparation period daily and one (1) common planning period every other day.

Teachers at the Middle School will be assigned a maximum of five (5) teaching periods daily based upon a seven-period day, seven-day rotation, without a dropped period. A teacher will be assigned no more than three (3) different teaching preparations per grading period. Specialists' classes will run on a 60-day, trimester schedule. Each teacher will be provided with one (1) preparation period daily and one (1) common planning period daily. Common planning time includes but is not limited to, team meeting time, department meeting time, or student support time.

Section 9. In the case of Business (keyboarding classes only) 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 her/his/their work day to perform her/his/their supervisory and administrative duties. Such time shall be in addition to the preparation periods provided for in Section 7 above. Department Chairs and the Director of School Counseling 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. Department heads will be evaluated as both a teacher and department head. Department heads can be assigned up to one hundred percent (100%) of all observations for any PTS staff. Department heads will continue to conduct two-thirds (2/3) of all observations for non-PTS staff.

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 her/his/their preparation period on more than five (5) occasions in any one school year. Teachers may volunteer to teach in lieu of her/his/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, she/he/they shall be paid \$20.00 per coverage. In each such case the teacher shall use her/his/their 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 $15^{\rm th}$ 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 she/he/they is willing to accept a reduction from a full-time to a part-time position. Such teacher shall also indicate in writing that she/he/they understand that, once such reduction to a part-time position is made, the teacher cannot thereafter change her/his/their 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 her/his/their 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.
 - 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 she/he/they are certified. However, she/he/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. At the middle and high schools, teachers will provide term grades, mid-year exam grades, final exam grades and final course grades for each student using the district's student management system.
 - b. Starting with the 2020-2021 school year, beginning with the second trimester for QMS and the second semester for MHS, all middle school and high school teachers shall post all student grades

- counted towards each term's final average in the district's student management system, which will be online for students and parents/guardians to view. Grades should be recorded in the student management system within five (5) school days of the assignment being graded.
- c. Access to the student management system's portal by students and parents/guardians will be closed from 7:00 a.m. on the last day of the term until 2:00 p.m. the day after official grades are due. This period allows teachers the time to input, update, and verify her/his/their assessments, grades, and comments.

Section 16. Administrative Visits: Normal administrative responsibilities of department, building and district administrators may cause her/him/them to drop in on classes and other activities in the worksite at various times as deemed necessary by the administrator or requested by the teacher. Administrative visits shall not be used as an observation for purposes of the Educator Evaluation system and the administrator will tell the teacher upon arrival that she/he/they are not there for evaluation purposes. The teacher will be able to reschedule the visit if the time is not appropriate for a visit.

ARTICLE VI SALARIES

Section 1. Subject to the provisions of this Agreement, the compensation of each Professional Employee for her/his/their 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. Effective September 1, 2020, all employees will be paid via direct deposit into a bank account established by the employee. Each employee will cooperate in providing the necessary account information to the School Department.

- <u>Section 2.</u> 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 her/his/their 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 her/his/their salary schedule, subject to the following conditions:
- a. That she/he/they 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 her/his/their accrued sick days. Days received from the Sick Leave Bank shall not be considered days worked for purposes of this article.

- b. That her/his/their 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 she/he/they 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 February 15th of the preceding school year of her/his/their anticipated eligibility for a lane movement. Satisfactory evidence of the completion of such education, which shall include official transcripts, must be presented by the employee to the Superintendent of Schools before she/he/they is placed on the new salary schedule. In-service credits approved in advance by the Superintendent may be credited for such advancement with such notice. Bargaining unit members may not move more than one (1) lane in one fiscal year, either in September or in March, except where a member has earned a degree (Master or Doctorate). 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 her/his/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 her/his/their 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 her/him/them for the current school year, in her/his/their 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 she/he/they 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 her/his/their compensation for each day she/he/they 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 her/his/their work year shall be equal to her/his/their annual rate of compensation divided by the number of work days in her/his/their work year. A Professional Employee who leaves the employ of the Committee prior to the end of her/his/their work year shall be entitled to receive as her/his/their total compensation for such year the amount of such daily rate of compensation multiplied by the number of days she/he/they 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 her/his/their duties by

illness or injury or who is required to be absent because of a serious illness in her/his/their 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 her/his/their 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.

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 she/he/they will be required to continue presenting a medical certificate in support of her/his/their 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 ten (10) days in each work year in the event of serious illness requiring bedside or household attention by the Professional Employee of her/his/their 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 her/his/their employment by the Committee and which is compensable under the provisions of the Massachusetts Workmen's Compensation Act, shall upon her/his/their written request to the Committee, receive as a charge against her/his/their accrued Paid Absence Because of Illness the difference between her/his/their current salary and the amount she/he/they receives as Workmen's Compensation.

Section 6. Professional Employees who have a serious illness and have exhausted her/his/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, or Sick Bank, shall be administered by a Sick Leave Bank Committee consisting of four members, two designated by each of the School Committee and the Association.

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 she/he/they 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 she/he/they leave prior to completing a half day and one-half day Paid Absence Because of Illness Day if she/he/they leave after completing a half day but prior to completion of that full day.

LEAVES OF ABSENCE WITH PAY

Section la. Personal Days. Professional Employees may be granted up to two (2) days off per year without loss of pay, (1) on days when he/he/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. Both days shall be granted as entitlement days 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.

Immediate family shall be defined as the same individuals identified in Section 2, bereavement, of this article.

The Superintendent, at her/his/their 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.

<u>Section 3.</u> 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 her/his/their 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.

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 she/he/they would have achieved if she/he/they 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 she/he/they would have achieved if she/he/they 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 she/he/they is entitled to receive sick leave, may be granted a leave of absence without pay or increment for such time as is necessary for her/his/their 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 her/his/their 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 her/his/their intention to do so no later than March 1st of the school year, prior to the date of return.
- <u>Section 6.</u> 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 her/his/their leave of absence without pay commenced, including unused accumulated sick leave, will be restored to her/him/them upon her/his/their return and she/he/they will be assigned to the same teaching position which she/he/they 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 her/his/their return from leave. The determination as to what constitutes a substantially equivalent position shall be made by the Superintendent in each case.

ARTICLE X PARENTAL LEAVE

- Section 1. A leave of absence shall be granted for parental leave to Professional Employees on the terms and conditions set forth in this Article.
- Section 2. The employee shall give the Superintendent at least two weeks' notice of the employee's anticipated date of departure and the

employee's intention to return, or provide notice as soon as practicable if the delay is for reasons beyond the individual's control.

Section 3. The employee may elect to utilize accumulated Paid Absence Because of Illness leave during the period of the employee's 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 the number of Paid Absence Because of Illness days the employee has accumulated.

Section 4. Parental leave shall commence on the first day of absence tied to the birth or adoption of a child. Parental leave shall run for forty (40) school days from the first date of absence for a birth parent, which period shall be interrupted by vacation periods but not summer vacation. Birth parents may use accumulated sick leave for parental leave during the forty (40) day period under the conditions set forth in Article X, Section 3 during such period as the employee is disabled. If a teacher elects to take a twelve (12) week leave, the twelve (12) week period shall commence with the teacher's absence related to the birth or adoption of a child and shall conclude twelve (12) weeks thereafter. If a 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.

Non-birth and adoptive parents shall be eligible to use up to two (2) weeks of accrued sick leave during a parental leave, provided that the two weeks' leave must be taken consecutively and it must be taken within the eight-week parental leave period. 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 the employee 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 the employee's intended return, of the employee's intention to return to the school system, the employee shall be deemed to have resigned and the obligation of the Committee to provide the employee with a position shall cease. At least one month prior to the employee's return from leave, a teacher may be required to furnish the Superintendent with a statement from the employee's physician attesting to the employee's ability to resume the full performance of the duties and responsibilities of the employee's position.

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

Section 5. All benefits to which the employee was entitled at the time of the employee's leave of absence commenced, including any unused accumulated Paid Absence Because of Illness, shall, except as is otherwise provided herein, be restored to the employee upon the employee's return and the employee shall, except as otherwise provided herein, be assigned to the same teaching position which the employee 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

Appendix A, shall have no right to return to such position upon the employee's return from leave. The determination as to what constitutes a substantially equivalent position shall be made by the Superintendent in each case. The Superintendent shall not be required to restore an employee on parental leave to the employee's 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 the employee's parental leave; provided, however, that the employee on parental leave shall retain any preferential consideration for any other position to which the employee may be entitled as of the date the employee's 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 her/his/their 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 she/he/they would have received if she/he/they had remained on active duty with the Superintendent, exclusive of any supplementary compensation which she/he/they may have been receiving in addition to her/his/their 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 she/he/they 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 her/his/their sabbatical leave, a written report to the Superintendent of the research program she/he/they has completed.

Section 5. Each Professional Employee granted a sabbatical leave for the purpose of engaging in study shall submit, at the end of her/his/their

sabbatical leave, to the Superintendent an official transcript of courses pursued and grades received, said transcript to become a part of her/his/their permanent record.

<u>Section 6.</u> The Superintendent may, at her/his/their discretion, terminate for just cause any sabbatical leave she/he/they 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, she/he/they 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, she/he/they will refund to the Town of Mansfield an amount equal to such proportion of salary received by her/him/them 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

30

- b. Middle and High Schools
- 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 Elementary and Secondary Education.
- e. The district will use reasonable efforts to balance caseloads for non-classroom teachers, taking into account the different teaching levels and specific circumstances at each grade and level.

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

ARTICLE XIII NON-TEACHING DUTIES

- Section 1. The Committee and the Association acknowledge that a teacher's primary responsibility is to teach and that her/his/their 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. All things being equal, the Superintendent/athletic director will give preference to qualified Mansfield Unit A members in filling coaching positions.

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 or designee via an electronic notice to each bargaining unit member's work email. 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 May 15th of each school year. Bargaining unit members interested in a position posted by May 15th must submit a letter of intent to the Superintendent of Schools requesting a voluntary transfer by no later than May 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 her/his/their 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 her/his/their teaching assignment for the upcoming school year by the end of the previous school year.
- <u>Section 6.</u> All professional employees shall be given whenever possible her/his/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. <u>Admonishment.</u> 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 her/his/their designee for a serious violation.
- c. <u>Suspension</u>. 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 her/his/their suspension and the reasons therefore.

- d. <u>Demotion</u>. 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 her/his/their demotion and the reasons therefore.
- e. <u>Dismissal</u>. 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

- <u>Section 1.</u> 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 her/his/their 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 her/his/their seniority as such employees.

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 her/his/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 her/him/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 her/his/their employment, shall be placed in her/his/their personnel file before she/he/them 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 she/he/them has reviewed such material by signing her/his/their name to the copy to be filed in her/his/their personnel file. The Professional Employee's signature shall, in no way, mean that she/he/them agrees with the contents of any such material. The Professional Employee shall also have the right to answer any such material in writing. Her/his/their 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 her/his/their personnel file.
- Section 4. Any report, communication or memorandum made by any administrator regarding a Professional Employee which is derogatory shall promptly be brought to the attention of the employee.
- Section 5. When an investigation begins in regard to a 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, the complaint shall be promptly called to the attention of the employee 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, she/he/they will be entitled to have a representative of the Association present and if she/he/they so choose, may respond to the reprimand at this time.
- Section 7. 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 her/his/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 her/his/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.

$\begin{array}{c} \text{ ARTICLE } \text{ XX} \\ \text{USE OF } \overline{\text{SCHOOL FACILITIES}} \end{array}$

- 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 emailed 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 her/his/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 Association representatives in each building shall meet with the Administrators to discuss building-based issues. 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 her/his/their immediate supervisor knows her/his/their 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 her/his/their own classroom available for prep periods.

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.

1. 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 she/he/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 her/his/their premium payments made by payroll deductions.

2. Employees who have been enrolled in a Town-offered health insurance plan for at least two (2) consecutive full plan years, and who remain eligible (during the entire time she/he/they seek an opt-out payment) and who opt-out of the Town plan (so that the employee is no longer receiving health insurance from the Town for the relevant benefit year) shall be paid a stipend in the amount of forty dollars (\$40.00) per week. In no event will an employee be eligible to receive an opt-out stipend if the employee is enrolled in a Town-offered plan as either a subscriber or dependent. All employees who choose to opt out of the Town-offered health insurance must provide written proof of qualified coverage.

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 payroll office in writing of the amount of the investment and the option selected. The school district will begin deducting the investment amount from the employee's pay within the next two (2) pay periods after receiving notice from the employee.

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 his/her/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. All School Committee contributions shall be made in July of each fiscal 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.

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 her/his/their 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 her/his/their 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 her/his/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 her/his/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.

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.

 $\underline{\text{Section 1.}}$ 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. The Superintendent will not lay off any teacher with professional teacher status pursuant to a reduction in force if there is a teacher without such status and the teacher with professional teacher status is certified in the area of layoff, or if there is a less qualified teacher with professional teacher status holding the same position or same certification as the PTS teacher. The order of layoffs for professional teacher status teachers shall be determined based on the teachers' qualifications, which shall mean job performance, including overall ratings on teacher evaluations, and the best interests of students in the school or district. The number of summative evaluations compared will include all evaluations written for teachers during the time equal to the most recently hired professional status teacher in the targeted discipline. recent evaluations that will be used are from the previous full school year that the RIF is taking place. In the event that teachers' qualifications are no different from one another, a member's length of service as a teacher in the district shall serve as the tie-breaker in determining the first teacher to be laid off. For purposes of this section, no distinction shall be made between an overall performance rating of exemplary or proficient.

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 she/he/they possesses certification from the State Department of Elementary and Secondary 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 her/his/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 her/his/their respective layoffs. During the recall period, employees shall have preference for any vacancy or new position for which she/he/they is qualified in the inverse order of her/his/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 she/he/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 her/his/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 her/his/their area of certification in the School System. Failure to apply for an open full-time, permanent position within her/his/their 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

In the event that mandatory agency fee is reinstated either through a binding appellate court decision or through legislation, the parties agree that the agency fee language in effect during the 2017-2020 contract will be reinstated without the need to negotiate the language, provided that the 2017-2020 agency fee language is consistent with any binding appellate court decision or legislation. The parties will negotiate only inconsistent language with any binding appellate court decision or legislation.

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:

Age at date of retirement	Amount
55 or Younger	\$12,000
56 - 57	\$6,000
58 - 60	\$4,000
Over 60	\$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, 2020 the Committee shall reimburse a professional employee in a degree program an amount not to exceed one thousand two hundred twenty-five (1,225.00) dollars 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. Effective September 1, 2020, the Committee shall reimburse a professional employee in a non-degree program an amount not to exceed nine hundred fifty (\$950.00) dollars 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. 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. 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, 2020 shall not exceed one hundred and seventy dollars (\$170,000.00) as of Year One; Professional employees shall apply for course reimbursement on a first-come, first-serve basis. 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.

The Committee will reimburse bargaining unit members who are required to take RETELL due to the student composition in her/his/their class. (i.e., the teacher has one or more ELL students). Said reimbursement will be taken from the overall amount of money available in each year but shall not count against the bargaining unit member's individual annual allotment.

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, she/he/they must agree to follow a prescribed course of treatment and notify the Employer of her/his/their participation and progress. An employee otherwise subject to discipline under this Agreement who refuses to avail herself/himself/themself 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 she/he/they wish, members of the MEA Health and Safety Committee may offer suggestions to address her/his/their concerns.

ARTICLE XXXVI LONGEVITY

Section 1. Regular Longevity

All longevity shall be paid in the first pay period in December.

A. 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 she/he/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 Schools System shall receive an additional annual payment of fifteen hundred dollars (\$1500.00)

B. The language in Section B applies to new hires as of September 1, 2017

After the completion of ten (10) years as a teacher in the district, a teacher shall receive an annual payment of five hundred thirty (\$530.00) dollars.

After the completion of fourteen (14) years as a teacher in the district, a teacher shall receive an annual payment of seven hundred dollars (\$700.00) dollars.

After the completion of eighteen (18) years as a teacher in the district, a teacher shall receive an annual payment of fourteen hundred dollars (\$1,400.00) dollars.

After the completion of twenty-nine (29) years as a teacher in the district, a teacher shall receive an annual payment of twenty-nine hundred dollars (\$2,900.00) dollars.

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 Elementary and Secondary Education.

It is understood that the Nurses will participate in Open House 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 her/his/their 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 that 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 herself/himself/themself 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, 2020, and shall continue in full force and effect to and including August 31, 2023, 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, 2022 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 Chair, 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

Kiera O'Neil

Chair

MANSFIELD EDUCATORS' ASSOCIATION

Tim Carpentier

Negotiations Chairperson

MANSFIELD SCHOOLS TEACHERS' SALARY SCALE FY 21, 22, 23

2020-2021

1ST 91 DAYS- 1% INCREASE

MASTERS OR

			OK					
		BACHELORS	BACHELOR	MASTERS +	MASTERS +	MASTERS +	MASTERS +	MASTERS +75
	BACHELORS	+ 15	PLUS 30	15	30	45	60	DOCTORATE
_	Α	В	С	D	E	F	G	Н
STEP								
1	46,554	48,416	50,349	52,364	54,463	56,637	58,905	61,262
2	48,183	50,111	52,114	54,201	56,369	58,624	60,971	63,409
3	50,836	52,868	54,985	57,184	59,472	61,848	64,324	66,896
4	53,324	55,457	57,676	59,981	62,381	64,876	67,469	70,170
5	56,083	58,324	60,657	63,081	65,603	68,229	70,959	73,797
6	58,766	61,114	63,559	66,101	68,744	71,494	74,351	77,328
7	61,232	63,683	66,229	68,878	71,633	74,499	77,477	80,574
8	64,036	66,595	69,261	72,029	74,911	77,909	81,024	84,268
9	66,538	69,200	71,970	74,845	77,841	80,953	84,194	87,559
10	69,343	72,116	75,002	78,000	81,121	84,363	87,739	91,249
11	72,882	75 <i>,</i> 797	78,829	81,984	85,260	88,671	92,219	95,908
12	77,261	80,332	83,525	86,849	90,300	93,893	97,631	101,516
13	81,639	84,868	88,221	91,713	95,341	99,114	103,041	107,126

2020-2021

EFFECTIVE 92ND DAY- 1% INCREASE

			MASTERS OR					
		BACHELORS	BACHELOR	MASTERS +	- MASTERS +	MASTERS +	MASTERS +	MASTERS +75
	BACHELORS	+ 15	PLUS 30	15	30	45	60	DOCTORATE
	Α	В	С	D	E	F	G	Н
STEP								
1	47,020	48,900	50,852	52,888	55,008	57,203	59,494	61,875
2	48,665	50,612	52,635	54,743	56,933	59,210	61,581	64,043
3	51,344	53,397	55,535	57,756	60,067	62,466	64,967	67,565
4	53,857	56,012	58,253	60,581	63,005	65,525	68,144	70,872
5	56,644	58,907	61,264	63,712	66,259	68,911	71,669	74,53 5
6	59,354	61,725	64,195	66,762	69,431	72,209	75,095	78,101
7	61,844	64,320	66,891	69,567	72,349	75,244	78,252	81,380
8	64,676	67,261	69,954	72,749	75,660	78,688	81,834	85,111
9	67,203	69,892	72,690	75,593	78,619	81,763	85,036	88,435
10	70,036	72,837	75,752	78,780	81,932	85,207	88,616	92,161
11	73,611	76,555	79,617	82,804	86,113	89,558	93,141	96,867
12	78,034	81,135	84,360	87,717	91,203	94,832	98,607	102,531
13	82,455	85,717	89,103	92,630	96,294	100,105	104,071	108,197

MASTERS	5
OR	

			ŲΝ					
		BACHELORS +	BACHELOR	MASTERS	MASTERS	MASTERS	MASTERS	MASTERS +75
_	BACHELORS	15	PLUS 30	+ 15	+ 30	+ 45	+ 60	DOCTORATE
_	А	В	С	D	E	F	G	Н
STEP								_
1	46,787	48,658	50,600	52,626	54,736	56,920	59,200	61,568
2	48,424	50,362	52,375	54,472	56,651	58,918	61,276	63,726
3	51,091	53,133	55,260	57,470	59,769	62,158	64,645	67,231
4	53,591	55,734	57,964	60,281	62,693	65,201	67,806	70,521
5	56,364	58,616	60,960	63,396	65,931	68,570	71,313	74, 166
6	59,060	61,420	63,877	66,432	69,087	71,851	74,723	77,714
7	61,538	64,001	66 <i>,</i> 560	69,222	71,991	74,871	77,864	80,977
8	64,356	66,928	69,607	72,389	75,285	78,299	81,429	84,690
9	66,870	69,546	72,329	75,219	78,230	81,357	84,615	87,997
10	69,689	72,477	75,377	78,390	81,527	84,785	88,177	91,706
11	73,246	76,176	79,224	82,394	85,686	89,114	92,680	96,387
12	77,647	80,734	83,943	87,283	90,752	94,362	98,119	102,024
13	82,048	85,293	88,663	92,172	95,818	99,610	103,556	107,662

^{*}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.

2021-2022 2% INCREASE

MASTERS

			OR					
		BACHELORS	BACHELOR	MASTERS	+ MASTERS +	MASTERS +	MASTERS +	MASTERS +75
_	BACHELORS	+ 15	PLUS 30	15	30	45	60	DOCTORATE
	Α	В	С	D	E	F	G	Н
STEP								_
1	47,960	49,878	51,870	53,945	56,108	58,347	60,684	63,112
2	49,638	51,624	53,688	55,838	58,071	60,394	62,812	65,324
3	52,371	54,465	56,646	58,911	61,268	63,716	66,267	68,916
4	54,934	57,132	59,418	61,792	64,265	66,835	69,507	72,289
5	57,777	60,085	62,489	64,986	67 <i>,</i> 584	70,290	73,102	76,026
6	60,541	62,960	65,478	68,097	70,820	73,653	76,596	79,663
7	63,081	65,606	68,229	70,958	73 <i>,</i> 796	76,749	79,817	83,007
8	65,970	68,606	71,353	74,204	77,173	80,262	83,471	86,813
9	68,547	71,290	74,143	77,105	80,192	83,398	86,737	90,203
10	71,437	74,294	77,267	80,356	83,571	86,911	90,389	94,005
11	75,083	78,086	81,210	84,460	87,835	91,349	95,004	98,804
12	79,594	82,758	86,047	89,472	93,027	96,729	100,579	104,582
13	84,104	87,431	90,885	94,483	98,220	102,107	106,153	110,361

^{*}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.

MASTERS

			OR					
		BACHELORS	BACHELOR	MASTERS	+ MASTERS +	MASTERS +	MASTERS +	MASTERS +75
	BACHELORS	+ 15	PLUS 30	15	30	45	60	DOCTORATE
_	Α	В	С	D	E	F	G	Н
STEP								
1	48,919	50,876	52,907	55,024	57,230	59,514	61,898	64,374
2	50,631	52,657	54,762	56,955	59,233	61,602	64,069	66,630
3	53,419	55 <i>,</i> 554	57,778	60,089	62,493	64,990	67,592	70,295
4	56,033	58,274	60,606	63,028	65,550	68,172	70,897	73,735
5	58,932	61,287	63,739	66,286	68,936	71,695	74,564	77,546
6	61,752	64,219	66,788	69,459	72,236	75,126	78,128	81,257
7	64,343	66,918	69,594	72,377	75,272	78,284	81,413	84,667
8	67,289	69,978	72,780	75,688	78,717	81,867	85,140	88,549
9	69,918	72,716	75,626	78,647	81,796	85,066	88,471	92,007
10	72,866	75,780	78,812	81,963	85,242	88,649	92,196	95,885
11	76,585	7 9,648	82,834	86,149	89,592	93,176	96,904	100,781
12	81,186	84,413	87,768	91,261	94,888	98,663	102,591	106,673
13	85,787	89,180	92,703	96,372	100,184	104,149	108,276	112,568

^{*}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.

SUPPLEMENTAL SALARY COMPENSATION	FY21	FY22	FY23
	1% + 1% 1.5%	2%	2%
DISTRICTIVIDE			
DISTRICTWIDE CURRICULUM ASSOC, TEAM LEADERS, LIAISONS, MENTORS	1,964	2,013	2,053
ACADEMIC LEARNING CENTER CO-COORDINATOR	4,592	4,707	4,801
ACADEMIC LEARNING CENTER CO-COORDINATOR	4,592	4,707	4,801
DEPT. HEAD - BASE	2,079	2,131	2,173
STIPEND PER TEACHER TITLE I COORDINATOR	491 3,673	504 3,765	514 3,841
AP COORDINATOR	3,045	3,121	3,184
BLDG TECH ASSIST	3,639	3,730	3,804
STEM EXPO MPS REPRESENTATIVE	1,666	1,699	1,733
CURRICULUM/INSTRUCTIONAL SPECIALIST/ENRICHMENT TEAC	HER 1) day language per d	contract
HIGH SCHOOL			
AFTERSCHOOL CHORUS ADVISOR	2,263	2,319	2,366
ANIME CLUB ADVISOR	832	853	870
BEST BUDDIES CO-ADVISOR	1,666	1,707	1,741
BEST BUDDIES CO-ADVISOR	1,666	1,707	1,741
BUSINESS CLUB ADVISOR	832	853	870
CAREER FAIR COORDINATORS	250	255	260
DANCE CLUB ADVISOR	832	853	870
DRAMA CLUB DIRECTOR	4,399	4,509	4,599
FOREIGN LANG HONOR SOCIETY ADVISOR	861	882	900
FRENCH CLUB ADVISOR	832	853	870
FRESHMAN CLASS CO-ADVISOR	410	420	429
FRESHMAN CLASS CO-ADVISOR	410	420	429
GSA - GENDER & SEXUALITY ALLIANCE ADVISOR	832	853	870
JUNIOR CLASS CO-ADVISOR	1,164	1,193	1,217
JUNIOR CLASS CO-ADVISOR	1,164	1,193	1,217
LITERARY MAGAZINE ADVISOR	1,148	1,177	1,200
MATH LEAGUE ADVISOR	1,818	1,863	1,901
METG ONE ACT PLAY COMPETITION ADVISOR MOCK TRIAL ADVISOR	1,666 832	1,699	1,733 870
		853	
MODEL SENATE ADVISOR	267	274	279
NATIONAL HONOR SOCIETY CO-ADVISOR	1,125	1,153	1,176
NATIONAL HONOR SOCIETY CO-ADVISOR QUIZ BOWL TEAM ADVISOR	1,125 832	1,153 849	1,17 6 866
ROBOTICS ADVISOR	3,639	3,730	3,804
SCIENCE CLUB ADVISOR	832	853	3,804 870
THE SCOOP ADVISOR	1,666	1,707	1,741
SENIOR CLASS CO-ADVISOR	1,311	1,344	1,371
SENIOR CLASS CO-ADVISOR	1,311	1,344	1,371
SOPHOMORE CLASS CO-ADVISOR	572	587	599
SOPHOMORE CLASS CO-ADVISOR	572	587	599
SPANISH CLUB ADVISOR	832	853	870
STUDENT COUNCIL CO-ADVISOR-HS	1,519	1,557	1,589
STUDENT COUNCIL CO-ADVISOR-HS	1,519	1,557	1,589
STUDENT NEWSPAPER ADVISOR	1,666	1,707	1,741
STUDENT SERVICE CORP ADVISOR	832	853	870
TRI-M MUSIC HONOR SOCIETY ADVISOR	861	878	896
WORLD TRAVEL CLUB ADVISOR	832	853	870
YEARBOOK ADVISOR	3,319	3,402	3,470
MIDDLE SCHOOL			
DRAMA CLUB DIRECTOR CO-ADVISOR	4,313	4,421	4,509
DRAMA CLUB DIRECTOR CO-ADVISOR	4,313	4,421	4,509
INTRAMURAL COACH - FALL	1,977	2,027	2,067
INTRAMURAL COACH - SPRING	1,977	2,027	2,067
INTRAMURAL COACH - WINTER	1,977	2,027	2,067
JAZZ ADVISOR	1,347	1,381	1,408
LITERARY MAGAZINE CO-ADVISOR	1,114	1,142	1,165
LITERARY MAGAZINE CO-ADVISOR	1,114	1,142	1,16 5
MATH TEAM COORDINATOR	1 ,819	1,864	1,902

	MEMORY BOOK CO-ADVISOR	620	635	648
	MEMORY BOOK CO-ADVISOR	620	635	648
	PERCUSSION ADVISOR	1,347	1,381	1,408
	SKI CLUB ASST ADVISOR	267	274	279
	SKI CLUB COORDINATOR	1,523	1,561	1,592
	STEAM DAY CO-COORDINATOR	800	816	832
	STEAM DAY CO-COORDINATOR	800	816	832
	STUDENT COUNCIL CO-ADVISOR-QMS	1,550	1,589	1,620
	STUDENT COUNCIL CO-ADVISOR-QMS	1,550	1,589	1,620
	WIND ENSEMBLE COACH	539	552	564
	8TH GRADE CELEBRATION CO-COORDINATOR	800	816	832
	8TH GRADE CELEBRATION CO-COORDINATOR	800	816	832
ELEMEN1	TARY SCHOOL			
	DIVERSITY CLUB ADVISOR	1,148	1,177	1,200
	REFLEX MATH CO ADVISOR	1,666	1,707	1,741
	REFLEX MATH CO ADVISOR	1,666	1,707	1,741
ATHLETIC	- -			
	BASEBALL, VAR	5,928	6,047	6,167
	BASEBALL, JV	3,633	3,706	3,780
	BASEBALL, JV	3,633	3,706	3,780
	BASEBALL, FRESHMAN	3,000	3,060	3,121
			-	-
	BASKETBAŁL,BOYS VAR	7,313	7,496	7,646
	BASKETBALL,GIRLS VAR	7,313	7,496	7,646
	BASKETBALL,BOYS - J.V.	4,599	4,714	4,808
	BASKETBALL,GIRLS J.V.	4,599	4,714	4,808
	BASKETBALL,BOYS FR.	3,616	3,707	3,781
	BASKETBALL,GIRLS - FR	3,616	3,707	3,781
	BASKETBALL, HEAD UNIFIED	3,000	3,060	3,121
	BASKETBALL, ASST UNIFIED	1,977	2,017	2,057
	CHEERLEADING, VAR FALL	5,928	6,047	6,167
	CHEERLEADING, VAR WTR	5,928	6,047	6,167
	CHEERLEADING, JV - FALL	3,000	3,060	3,121
	CHEERLEADING, JV - WTR	3,000	3,060	3,121
	CROSS COUNTRY, VAR-BOYS	5,928	6,047	6,167
	CROSS COUNTRY, VAR-GIRLS	5,928	6,047	6,167
	CROSS COUNTRY, ASST GIRLS	3,000	3,060	3,121
	CROSS COUNTRY, ASST BOYS	3,000	3,060	3,121
	FIELD HOCKEY,VAR	6,679	6,846	6,983
	FIELD HOCKEY, JV COACH	3,633	3,706	3,780
	FIELD HOCKEY, FR. COACH	3,000	3,060	3,121
	FOOTBALL, ASST VAR C	5,928	6,047	6,167
	FOOTBALL, ASST VAR C	5,928	6,047	6,167
	FOOTBALL, ASST VAR C	5,928	6,047	6,167
	FOOTBALL,HEAD C - FR	5,018	5,144	5,247
	FOOTBALL, ASST FRES	4,011	4,112	4,194
	FOOTBALL COACH, HEAD	10,869	11,141	11,363
	GOLF,VARSITY	5,928	6,047	6,167
	GOLF,ASST	3,000	3,060	3,121
	CVA ANA CTICO	5.000	6.045	
	GYMNASTICS	5,928	6,047	5,167
	ICE HOCKEY, VAR - BOYS	6,157	6,311	6,437
	ICE HOCKEY,VAR - GIRLS	6,157	6,311	6,437
	ICE HOCKEY, J.V BOYS	4,324	4,432	4,521
	ICE HOCKEY,J.V GIRLS	4,324	4,432	4,521
	LACROCCE MAD BOYCE	B 000		
	LACROSSE, VAR. BOYS	5,928	6,047	6,167
	LACROSSE, VAR. GIRLS	5,928	6,047	6,167
	LACROSSE, J.V. BOYS	3,633	3,706	3,780
	LACROSSE, J.V. GIRLS	3,633	3,706	3,780
	ODEN CWA COORDINATION COORDINA	"	. ===	.
	OPEN GYM COORDINATOR - SPRING	2,728	2,797	2,853

WOODWIND COACH	1,300	1,326	1,353
VISUAL COACH	1,300	1,326	1,353
VISUAL COORDINATOR/DESIGNER	1,800	1,836	1,873
PERCUSSION DIRECTOR	1,500	1,530	1,561
PERCUSSION COORDINATOR/ARRANGER	1,800	1,836	1,873
PERCUSSION COACH	1,300	1,326	1,353
PERCUSSION ARRANGER	1,500	1,530	1,561
MUSIC COORDINATOR .	1,800	1,836	1,873
FRONT ENSEMBLE COACH	1,300	1,326	1,353
COLOR GUARD DIRECTOR	1,800	1,836	1,873
COLOR GUARD DESIGNER	1,800	1,836	1,873
COLOR GUARD COORDINATOR/DESIGNER	1,800	1,836	1,873
COLOR GUARD	1,300	1,326	1,353
BRASS COACH	1,300	1,326	1,353
BATTERY COACH	1,300	1,326	1,353
BATTERY COACH	1,300	1,326	1,353
BAND DIRECTOR	13,397	13,732	14,007
WRESTLING, ASST	3,305	3,388	3,455
WRESTLING, VAR	5,928	6,047	6,167
WEISH MOON, I ALL	1,5//	2,021	2,067
WEIGHT ROOM, WINTER WEIGHT ROOM,FALL	1,977 1,977	2,027 2,027	2,067 2,067
WEIGHT ROOM, SPRING	1,977 1 077	2,027	2,067
INICIOUT DOOM, CODING	4 000	3.633	3.007
VOLLEYBALL, FRESH	3,000	3,060	3,121
VOLLEYBALL, J.V.	3,633	3,706	3,780
VOLLEYBALL, VAR COACH	5,928	6,047	6,167
THACK BY BASSI WITH	3,000	3,060	3,121
TRACK,BOYS WTR ASST TRACK, B/G ASST WTR	3,000	3,060 3,060	3,121 3,121
TRACK, GIRLS WTR ASST	3,000	3,060	3,121
TRACK, BOYS VAR WTR	5,928	6,047	6,167
TRACK BOYS WAR WITE	5,928	6,047	6,167
TO A CIV. CIDI CAVADA A TOD			
TRACK, ASST UNIFIED	1,977	2,017	2,057
TRACK, HEAD UNIFIED	3,000	3,060	3,121
TRACK, B / G ASS'T SPR	3,761	3,855	3,932
TRACK, B / G ASS'T SPR	3,761	3,855	3,932
TRACK,GIRLS ASS'T SPR	3,761	3,855	3,932
TRACK, BOYS ASS'T SPR	3,761	3,855	3,932
TRACK, GIRLS VAR SPR	5,928	6,047	6,167
TRACK, BOYS VAR SPR	5,928	6,047	6,167
··· , -···	_,	=,= .,	-,201
TENNIS, BOYS VAR TENNIS, GIRLS VAR	5,928 5,928	6,047 6,047	6,167 6,167
TENNIS POVEVAD	F 030	6.047	C 157
SWIMMING ASS'T GIRLS	3,000	3,060	3,121
SWIMMING ASS'T BOYS	3,000	3,060	3,121
SWIMMING VARSITY GIRLS	5,928	6,047	6,167
SWIMMING VARSITY BOYS	5,928	6,047	6,167
SUFI DALL, FRESTI	3,000	3,060	3,121
SOFTBALL, J.V. SOFTBALL, FRESH	3,633 3,000	3,706 3.060	3,780 3.121
SOFTBALL, VARSITY	5,928	6,047	6,167
·	-,	•	-,
SOCCER, GIRLS FRESHMAN	3,000	3,060	3,121
SOCCER, BOYS FRESHMAN	3,000	3,060	3,121
SOCCER, BOYS JV SOCCER, GIRLS JV	3,633 3,633	3,706 3,706	3,780 3,780
SOCCER, BOYS JV	5,928 3,633	6,047 3,706	6,167 3,780
SOCCER,BOYS VAR C SOCCER,GIRLS VAR	5,928 5,928	6,047 6,047	6,167 6.167
SOCCED BOVE VAR C	E 020	6.047	C 167

BAND

If only one person advises a club that is designated as having co-advisors, that person shall receive both co-advisor stipends

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.