

**AGREEMENT  
between  
MASHPEE SCHOOL COMMITTEE  
and  
MASHPEE TEACHERS' ASSOCIATION--UNIT A  
FY 2021 - FY 2023**

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## PREAMBLE

Recognizing that our prime purpose is to provide education of the highest possible quality for the children of Mashpee and that good morale within the teaching staff is essential to the achievement of that purpose, we, the undersigned parties to this Agreement, declare that:

1. If any provision of this contract, or any application of this contract to any employees covered by the term of this contract, shall be found contrary to law, such provisions or application shall have effect only to the extent permitted by law, but all other provisions or applications of this contract shall continue in full force and effect and such provisions found contrary to law shall be re-negotiated.
2. The parties further recognize and agree that except as otherwise specifically provided by this Agreement, the Committee continues to retain, whether exercised or not, the right to exercise, in its sole discretion, the duties, powers, responsibilities, and the rights provided by the laws of Massachusetts and the applicable rules and regulations of administrative agencies issued under such laws, in the control, direction, and management of the Mashpee School System. Except as otherwise provided in this Agreement, the Committee and the superintendent retain all powers they had prior to entering into the Agreement, including but not limited to the power to:
  - (a) establish policy;
  - (b) establish the standards and qualifications for hire and promotion; and
  - (c) determine the size of the workforce consistent with the needs of the School Department and the terms of this Agreement.
3. The teaching staff of the Mashpee Public Schools has the responsibility for providing education of the highest possible quality.
4. The School Committee of the Mashpee Public Schools has the responsibility for providing teaching facilities and an educational climate which will bring about education of the highest possible quality.
5. Fulfillment of these responsibilities can be facilitated and supported by consultations and free exchange of views and information between the Committee, the superintendent, and the Mashpee Teachers' Association (MTA). These meetings will be held within 10 days of a written request from either party, however these meetings shall not be used to discuss grievances or to negotiate modifications or additions to this agreement.
6. The best communication is direct and through one's immediate supervisor. The Committee expects that requests and/or concerns be reviewed at the building level and district level before discussion occurs with the Committee. The Association President is the official representative of the Mashpee Teachers' Association to the School Committee on issues under consideration at the school or district level.
7. Mashpee Teachers' Association participation on a joint committee composed of Association representatives, administrators, and/or School Committee members must be approved by the Executive Board of the Association. Such approval shall not be unduly withheld.

## AGREEMENT PUBLICATION

The Committee will post a copy of this Agreement on the Mashpee Public Schools website within thirty (30) days after it has been executed. The Association will make sure that each employee presently employed under the Agreement is notified that this Agreement is posted on a web-based location. The annual employment letter issued to employees will list the web-based location so employees may access the contract.

### I. RECOGNITION

1. For the purpose of collective bargaining with respect to wages, hours, and conditions of employment, the School Committee (hereafter referred to as the "Committee") recognizes the Mashpee Teachers' Association (hereafter referred to as the "Association") as the exclusive bargaining agent and representative of all teaching personnel in Unit A.

Teachers  
Librarians  
Nurses  
Specialized Instructional Support Personnel: Nurses, Counselors, Psychologists,  
Occupational Therapists, Physical Therapists, Speech/Language Therapists,  
BCBA

- |    |                                    |                                    |
|----|------------------------------------|------------------------------------|
| 2. | <b>Appropriate Articles</b>        | <b>Articles Not Appropriate</b>    |
|    | Grievance                          | Text Books                         |
|    | Maternity                          | Class Size                         |
|    | Unit A member Evaluation           | Unit A members Hours and Work Week |
|    | Sick Bank (Absences)               | Non-Teaching Duties                |
|    | Salary Deductions (Agency Fee)     |                                    |
|    | Increments                         |                                    |
|    | Sick Leave Buy-Back                |                                    |
|    | Longevity                          |                                    |
|    | Substance Abuse                    |                                    |
|    | Travel Compensation                |                                    |
|    | Co-Curricular Activities           |                                    |
|    | Vacancies Promotions and Transfers |                                    |
|    | Early retirement                   |                                    |
|    | Professional Development           |                                    |
|    | Unit A member Facilities           |                                    |
3. The Committee may contract with private individuals or organizations for the services of an athletic trainer or trainers, if necessary.

### II. DURATION

The provisions of this agreement will be effective as of July 1, 2020 and will continue to remain in full force and effect through June 30, 2023.

### **III. NEGOTIATIONS**

1. At the request of either party, and not later than the first Thursday of November of the calendar year preceding the expiration of this agreement, the Committee and the Association agree to enter into negotiations for a successor agreement.
2. Except as otherwise provided in this agreement, the Committee's policy with respect to wages, hours, and other conditions of employment applicable on the effective date of this agreement shall continue to be so applicable during the term of this agreement unless there is good justification for a change. Before any significant change or significant new policy is adopted, the Committee will notify the Association in writing that it is considering such action. The Association will have the right to discuss the action prior to its being put into effect provided that it files such a request within five days of receipt of said notice.

### **IV. PAYROLL DEDUCTIONS**

1. Any employee may sign and deliver to the Committee an authorization (on a form to be approved by the Committee) for payroll deductions of Association membership dues. That authorization is required only during the first year of employment and continues in force until sixty (60) days following the date on which the Town Treasurer receives written notice of withdrawal of authorization from the employee. Upon receipt of a notice of withdrawal of authorization, the Town Treasurer shall furnish a copy of the notice to the Association.
2. The Association treasurer shall certify to the Town Treasurer no later than September 15 of each year, the specific amount of Association dues and agency service fees for the current year.
3. The Town Treasurer shall deduct from the salary of each employee authorizing the deduction, the amount of the dues and transmit the sum deducted to the Association within fourteen (14) days of the deduction, provided the Town Treasurer is satisfied that the Association treasurer has given a bond to the Association, in a form approved by the Massachusetts Commissioner of Revenue, for the faithful performance of his/her duties, in a sum and with such surety or sureties as are satisfactory to the Town Treasurer.
4. To the extent allowed by law, as a condition of continued employment, every employee covered by this agreement who is not a member in good standing of the Association shall pay or, by payroll deductions, shall have paid to the Association an agency service fee in accordance with Chapter 150E, Section 12. An indication by the individual of his/her intention shall be made no later than 30 days following the date of the beginning of the employee's employment or the effective date of this agreement, which date shall be the later. The Association agrees to indemnify the School Committee for any financial liability which it may incur in complying with this section.
5. Other Deductions. Payroll deductions will also be available to employees on a mutually agreed upon basis for one credit union designated by the Association, for premiums for annuities (subject to G.L. c. 71, 37B), and for payment of insurance premiums.

## V. GRIEVANCE

1. **Definition:** A "grievance" is defined as a written complaint by a member, or the Association based upon an alleged violation of any specific provision(s) of this Agreement.
2. **Time limits:** All time limits herein shall consist of school days exclusive of legal holidays. The time limits indicated are the maxima and any grievance not filed or advanced within the time limits specified is deemed waived and abandoned.
3. **Level One:** A member of Unit A with a grievance will first present it in writing to the principal of the building in which the problem occurred or to the Unit A member's immediate supervisor within ten (10) school days after the event(s) on which the grievance is based.

**Level Two:** If a grievance is not resolved in writing to the satisfaction of the grievant or the Association within ten (10) school days after the submission at Level One, the Unit A member or the Association may present the grievance in writing to the superintendent within ten (10) school days of receipt of the immediate supervisor's or principal's answer or date on which said answer is due, whichever occurs first.

**Level Three:** Only the Association may forward a grievance at Level Three. If the grievance is not resolved in writing to the satisfaction of the grievant or the Association within ten (10) school days after denial at Level Two, the Association may present the grievance in writing to the Committee. The Committee will have a meeting with the grievant and/or the Association, within ten school days of receiving the written complaint or no later than the next School Committee meeting. The purpose of this meeting will be to discuss the grievance. Level Three does not apply to any grievance arising out of a decision made by the superintendent or principal under authority delegated to the superintendent or principal under the Education Reform Act of 1993. In the event of such a grievance, the Association may proceed directly from Level Two to Level Four.

**Level Four:** In the event that the grievance shall not have been satisfactorily resolved at Level Three, or in the event that no decision has been rendered within ten (10) school days after the Level Three meeting, the Association may, within ten (10) school days of the disposition, refer the unsettled grievance in writing to arbitration, provided, however, that only grievances that involve the interpretation, meaning, or application of specific provisions of this Agreement shall be subject to arbitration. The arbitrator shall be selected by agreement between the parties. If the parties are unable to agree upon an arbitrator, in accordance with the American Arbitration Association Rules and Regulations, then the selection shall be made by the AAA. The fees and expenses of the arbitrator shall be shared equally by the parties. The decision of the arbitrator shall be final and binding on the Committee, the Association, and any individual involved provided that the arbitrator shall be without power or authority to modify or alter the terms of this Agreement and providing that the decision is not contrary to law.

4. The Committee acknowledges the right of the Association to participate without penalty in the processing of any grievance at any level.
5. The Committee and the administration will cooperate with the Association in its investigation of any grievance, and upon request, will provide the Association with any documents which are neither confidential or privileged by law which may be necessary for the Association to process grievances under this agreement.

## **VI. UNIT A MEMBER HOURS AND WORK WEEK**

1. The starting and dismissal time for students will be established by the School Committee. A Unit A member's work day is seven hours and 10 minutes. Unit A members are required to be in the building ten (10) minutes before the student school day begins and remain thirty (30) minutes after student dismissal. All teachers receive students in their classrooms 10 minutes before the start of the student school day. All Unit A members must sign in at the start of each work day on an attendance sheet maintained in the main office of his/her school. The student day, i.e. instructional time, shall be six (6) hours and thirty (30) minutes. The distribution of required time before and after the student school day may be adjusted by mutual agreement between administration and faculty in each school.
2. The Committee and the Association recognize the uniqueness of individual schools. All Unit A members will spend approximately the same amount of time each day instructing or supervising students. All non-teaching duties will be distributed equitably among all Unit A members.
3. Elementary teachers may have up to the equivalent of two (2) administrative duties of twenty-five (25) minutes duration each week at the direction of the building principal. Duties may consist of the following: cafeteria, bus, detention, extra help for students, team planning, budget planning, curriculum development, recess, student scheduling, enrichment activities, assisting teachers in large group activities, conflict resolution with children, and education research. All Unit A members assigned to the Coombs School and/or to the Quashnet School are expected to provide supervision of students during the dismissal process at the end of each school day by standing in the hall next to his/her classroom/office door. Building administrators will create dismissal processes and procedures to ensure that this supervisory period is generally between 5 - 7 minutes. All elementary teachers will be guaranteed one (1) forty-five (45) minute planning period each day. This time will be continuous. Every effort will be made to schedule transition time between specialist classes. The Committee will hire two (2) substitutes for one (1) day to help kindergarten teachers clean their classrooms at the end of each school year.
4. Secondary school teachers (7-12) may be assigned the equivalent of three (3) periods per rotation for administrative duties at the direction of the building principal. Duties may consist of the following: cafeteria, bus, detention, extra help for students, team planning, budget planning, curriculum development, student scheduling, enrichment activities, assisting teachers in large group activities, conflict resolution with children, and education research. All Unit A members assigned to the Mashpee Middle-High School are expected to provide supervision of students during the dismissal process at the end of each school day by standing in the hall next to his/her classroom/office door. Building administrators will create dismissal processes and procedures to ensure that this supervisory period is generally between 5 - 7 minutes.
5. All Mashpee Middle-High School (MMHS) teachers will be guaranteed one (1) planning period each day and are guaranteed a maximum of twenty-five (25) teaching periods each week (based on a thirty-five (35) period week); the librarian will have no administrative duties.
6. Special Education. Teachers will be guaranteed one planning period each day. The needs of special education children may necessitate additional time. If the additional time demanded exceeds the regular classroom teachers' instructional time, there will be no administrative duties assigned. Special education personnel involved in inclusion will schedule their caseload and resources to include one additional preparatory period per week.

7. At the Middle-High School, Unit A members may be assigned student dismissal duty not to exceed three times a month, and the duty will be rotated on a fair and equitable basis.
8. Definition of "period": As used in this Section 1, the word "period" means a period of time equal in length to the average teaching period in the school to which a teacher is primarily assigned.
9. In emergency situations or to meet with pupils who may wish assistance or advice, a Unit A member may be required to remain beyond the aforesaid dismissal times.
10. The work year of Unit A members shall begin no earlier than the Monday immediately preceding Labor Day. New Unit A members may also be required to attend a two (2) day orientation program prior to the opening of school. The Friday immediately preceding Labor Day shall be a non-work day for Unit A members. The work year for Unit A members shall terminate no later than June 30. There will be no school on the day before Thanksgiving, and the day will not be a work day for Unit A members. The superintendent shall solicit input from the Association in developing the calendar.
11. Unit A members will extend their work day on all Mondays by one (1) hour immediately before the start of the work day or immediately after the end of the work day for the purpose of whole-staff meetings, PLC/departments meetings, engaging in the problem-solving protocol with colleagues related to student performance, special education topics, or to work on other projects/tasks as determined by the school principal. On Fridays, and days preceding a holiday, faculty may leave after the departure of the busses, except for district-wide professional development days which will be scheduled from 8:00AM-3:00PM. Unit A members who are required to extend their work day for a meeting, other than a Monday meeting, may leave at student dismissal on another day, with documented attendance and principal approval.
12. All Unit A members shall be required to attend four (4) evening events each school year which shall consist of the Open House, two (2) events designated by the principal and one (1) other event selected by the Unit A member. Attendance at other evening events will be at the option of the individual Unit A member. Unit A members may leave immediately after the busses on the day of their school's Open House, on the days of the two (2) events designated by the principal, and on the fourth evening event selected by the Unit A member (with advance notice to and approval by the principal).
13. Unit A members who are requested to work beyond the regular school year shall be compensated at their daily per diem rate. This will be calculated as 1/number of days in the current school year times their yearly salary for each day or portion thereof.
14. The Association and the School Committee agree that no nonprofessional person will be assigned on a regular basis to a teaching position. Unit A members will not be assigned outside the scope of their licensure in accordance with the Department of Education regulations in effect September 1, 1998. Each Unit A member shall be responsible to maintain required licensure.
15. Unit A members who are required to commute between schools will be compensated for mileage at the town mileage rate in effect from time to time during the term of this agreement. Travel time will also be included in said Unit A member's schedule.
16. Unit A members will be asked if they would like to work as a cooperating Unit A member for a student teacher if the situation arises.



17. In the case of involuntary flextime assignments, the administration will first seek volunteers. In the absence of any qualified volunteers, the principal may make an involuntary assignment.
18. The parties will explore the feasibility of a job sharing arrangement should any two members of the bargaining unit so request.
19. All teachers are required to maintain a plan-book that serves to guide instruction and memorialize the content and skills taught in each lesson. Lesson plans are expected to be completed in advance of the lesson being taught. If the district provides an online plan-book tool and training to support the use thereof, teachers are strongly encouraged to utilize it. A building administrator may review a member's plan-book at any time and may also determine key components to include in the lesson plan.
20. While it is understood that Unit A members are not required to evaluate any other personnel, they may, if they wish, offer input regarding the job performance of assistants and/or paraprofessionals with whom they are assigned.
21. Employees may leave school grounds during the work day. Any Employee leaving the school grounds during the work day must notify the Main Office of the respective building prior to leaving and must notify the Main Office immediately upon return to the building.
22. Mashpee Middle/High School department heads/curriculum chairpersons are members of Unit A and will carry a .8 teaching load. If a person in this role holds a valid administrator's license, then he/she would be a member of Unit B. The work year of a MMHS department head/curriculum chair, school psychologist, and nurse coordinator will include at least three (3) additional days as scheduled by the building principal. The work year of a guidance counselor will include at least ten (10) additional days as scheduled by the building principal. Compensation for these additional days of work will be calculated as 1/number of days in the current work year times the member's yearly salary for each day or portion thereof.

## **VII. NON-TEACHING DUTIES**

1. The Committee agrees that each Unit A member is entitled to a duty-free lunch period. Every effort will be made to schedule a member's lunch at a time when the school's cafeteria is open and serving lunch.
2. After the specialist class begins, regular classroom teachers will be relieved of teaching duties, providing preparation time during the time their students are being instructed by special Unit A members, e.g., art, music, physical education.

## **VIII. UNIT A MEMBER FACILITIES**

The School Committee agrees to provide members of Unit A with facilities that are clean and safe and that support their work needs. Access to a confidential space for making phone calls about students and for meeting with students and parents will be made available. A Unit A member is expected to bring facility concerns to the attention of his/her building administrator

## IX. CLASS SIZE

The Committee and the Association agree that desirable class sizes are set forth in the following table and to the extent possible these class sizes will be maintained.

Grade Level	Class Size Ratio
PreK	10 to 1 ratio
K-3	18 to 1 ratio
4-6	22 to 1 ratio
7-12	24 to 1 ratio

Upon written request, the above will be open to discussion between the president of the Teachers' Association and the superintendent of schools.

Class size will not be subject to the grievance procedure.

The School Committee agrees to make every effort to provide class sizes below 30 and will make proper provisions in the budget to ensure the same.

## X. LEAVES OF ABSENCE--GENERAL PROVISIONS

- 1. Return From Leave.** Except as otherwise provided in this Agreement, an employee returning from a leave of absence, with or without pay, shall be returned to the same or similar position held at the time the leave was granted. However, the superintendent retains the right to return an employee to a similar position in a different location.
- 2. Notice of Return From Certain Leaves.** Any employees on parental leave, child care leave, Association leave, military leave, emergency leave, or a leave of absence to serve as an elected public official shall notify the superintendent in writing of his/her intention to return from such leave or shall request in writing renewal of such leave no later than April 1 of the year in which the leave is scheduled to end. The superintendent may make exceptions to this procedure only in cases of emergency or urgency. Failure to comply with this notification requirement entitles the superintendent to fill the employee's position and forfeits the employee's right to a position on expiration of the leave of absence. An employee whose right to a position is forfeited because of his/her failure to comply with this notification requirement is entitled to apply for any position that becomes vacant or is created within one (1) year from the date by which he/she was required to have complied with the notification requirement and for which he/she is qualified.
- 3. Accrual of Benefits.** No benefits accrue to an employee during a leave of absence without pay, except that (a) an employee remains eligible during a leave of absence without pay for participation in the District's group insurance plans in accordance with the applicable provisions of Massachusetts General Law Ch. 32B and (b) an employee who works at least one hundred days (100) days in a year during which he/she takes an unpaid leave of absence is entitled to a full year's credit toward a salary step increase for that year. Upon return from a leave of absence without pay, an employee's unused sick leave benefit and salary increments that had accumulated at the time the leave of absence began will be restored to him/her.

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

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

## XI. UNPAID LEAVES OF ABSENCE

1. **Association Leave.** The superintendent may grant a leave of absence without pay for one school year to any employee who is elected a full-time paid officer of the Association. The superintendent may grant a leave of absence without pay for one school year to any employee who is employed by the Association to assist it in discharging its duties as the exclusive bargaining representative of employees. The superintendent may grant a leave of absence without pay to any employee designated by the Association for the purpose of engaging in official activities of the Association (local, state, or national).
2. **Parental Leave.** Parental Leaves of absence will be provided to employees to the extent required by, and subject to the provisions of, applicable laws, including the Massachusetts Parental Leave Act (MPLA), MGL Chapter 149, Section 105D, and the Family and Medical Leave Act (FMLA), 29 USC Section 2601 et seq. The MPLA provides, on conditions stated therein, for employees who have worked for at least three (3) consecutive months, to be entitled to an unpaid leave of absence of up to eight (8) weeks for the birth, adoption or foster placement of a child. The FMLA provides, on conditions stated therein, for employees who have been employed for at least twelve (12) months and have worked at least 1250 hours in the previous twelve (12) months, to be entitled to an unpaid leave of absence of up to twelve (12) weeks for the purpose of birth, adoption or foster placement of a child, provided that no portion of such twelve-week period has been used for other FMLA-eligible events in the same 12 month period. Leaves under the MPLA and/or FMLA run concurrently with other leaves as applicable.

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

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

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

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

Such Child Care Leave is separate from Parental Leave, as described in the preceding section. Child Care Leave will terminate no later than one (1) year (365 consecutive days) after the date the employee begins Child Care Leave. Child Care Leave may terminate sooner than one (1) year (365 consecutive days) after the employee begins the leave.

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

4. **Military Leave.** A leave of absence without pay for employees who are inducted or enlist in the Uniformed Services of the United States is available in accordance with, and subject to applicable state and federal law.
5. **Emergency Leave.** An employee is entitled to an unpaid leave of absence (called "emergency leave") in the case of an emergency.

As used in this section, "emergency" means an illness or injury to a member of the employee's immediate family that is sufficiently serious that the employee is unable to work full-time because of the need for the employee to care for the ill or injured person. "Immediate family" is limited to the employee's spouse, life-partner, children, and parents for the purposes of this section.

Emergency leave terminates when the emergency is over, but in no case more than one year after the emergency leave began. The superintendent may require verification of the emergency by a physician from time to time during the duration of the emergency leave.

6. **Other Leaves.** The superintendent may grant any employee a one-week leave of absence without pay for personal reasons and the superintendent may grant other leaves of absence without pay to employees at the exclusive discretion of the superintendent. Decisions on all discretionary leaves are final and not subject to the grievance or arbitration provisions of this Agreement.
7. **Religious Leave.** Unpaid leaves of absence for religious observances will be granted in accordance with and subject to Massachusetts General Laws Chapter 151B, Section 4(1A). Any employee who is eligible for and receives a leave of absence under that statute will be allowed to make up time missed from work if feasible.

## **XII. PAID LEAVES OF ABSENCE**

1. **Bereavement Leave.** Five days will be granted in addition to sick leave for death in the immediate family of the employee's or employee's spouse/domestic partner, (parents, children, brother, sister, grandparents or relatives of the immediate household). Up to three (3) days may be taken, at the discretion of the superintendent, to be deducted from the employee's sick leave, in case of the death of a person outside the employee's immediate family.
2. **Reserve Duty.** The superintendent shall grant to each employee who is a member of a reserve component of the armed forces of the United States a leave of absence during the time of the employee's annual tour of duty, not to exceed seventeen (17) days. Pay for such leave shall be at the superintendent's discretion. The superintendent may, at his/her option, request the commanding officer of any employee who applies for a leave of absence for reserve duty to defer the employee's reserve duty until the completion of the school year.
3. **Personal Leave.** Up to three (3) personal days per year may be granted by the superintendent, if first approved by the building principal, for the purpose of transacting or attending to medical, dental, legal, etc. matters impossible to transact during non-work hours. A written request for such leave will be given to the principal at least 48 hours prior to the requested leave or as soon as possible. Such

request will be treated as confidential personnel information. Leaves will not be unreasonably withheld. Personal days shall be taken in either half day or full day increments. Leaves will not be for the convenience of extending a three-day weekend, Thanksgiving Break, December Holiday Break, February Break, or April Break. At the end of the school year, unused personal days will be converted to sick leave days.

4. **Jury Service.** If an employee is required to serve as a grand or trial juror in a federal or state court during the school year, the superintendent shall grant the employee a leave of absence with pay on the days on which the employee serves as a juror on the condition that the employee turnover to the District any compensation he/she receives from the court for that service (exclusive of any travel allowance).

### **XIII. SICK LEAVE AND SICK BANK**

1. Unit A members shall be entitled to fifteen (15) days of annual sick leave (accrued at the rate of one and one-half (1.5) days per month--September through June), authorized by the superintendent, cumulative to a maximum of 200 days. Unit A members will expend accumulated sick days for absences caused by personal illness, disability, or to comply with the quarantine regulations of any municipal or state health department.
2. The superintendent reserves the right to require a Unit A member to provide verification by a physician of the Unit A member's illness, injury, or disability whenever the Unit A member's use of sick leave exceeds four (4) consecutive days or a total of ten (10) days in a contract year. Unit A members found to be abusing sick leave will be considered to have been absent excessively and subject to progressive discipline up to and including dismissal.
3. Unit A members shall be entitled to use five days of sick leave entitlement each year for a "serious illness" of an immediate family member. The immediate family shall be considered to include husband, wife, life-partner, child, parent, brother, sister, grandparent, grandchild, and any other member of the Unit A member's immediate household with whom the Unit A members has a significant long-term relationship and who resided with the Unit A member before becoming seriously ill. A Unit A member may use such leave when the Unit A member's attendance is required to care for a member of the immediate family who is seriously ill and when no person other than the Unit A member is available for such purposes. Upon returning to school, the Unit A member shall, at the principal's request, submit in writing to the principal the reason such attendance was required. Medical certification may be required by the superintendent.
4. Serious illness, while not necessarily critical, is of urgent nature and not the casual or trivial type.
5. Unit A members shall donate two (2) days of their accumulated sick leave to a "sick bank" on a voluntary basis for a Unit A member in need of additional sick leave for emergency reasons of ill health. The sick bank will be cumulative in design and only for those Unit A members who contribute to it. The sick bank shall be administered by a committee consisting of seven members: four from the Association, one Committee member, the superintendent or designee, and a building principal. All decisions of this committee must be made by a majority of a quorum of the committee which must be present to act, with the understanding that meetings will be scheduled at times amenable to all members.

6. Contributions to the sick bank by new Unit A members who join must be made as follows: the first day donated within thirty (30) days of the opening of school or the Unit A member's initial date of employment, whichever is later, and the second day donated after ninety (90) days of the opening of school or the Unit A member's initial date of employment, whichever is later.
7. A Unit A member shall receive up to \$675 for non-use of sick leave throughout a complete work year. For each sick day used during such work year, this amount will decrease by \$225. Donation of two (2) accumulated sick days to the Sick Bank does not count as utilization of sick leave for the purpose of this paragraph. This payment will be made at the end of the work year.
8. The initial grant of sick leave by the sick bank committee to an eligible employee shall not exceed ten (10) days. Upon completion of the ten (10) day period, the period of entitlement may be extended by the sick bank committee upon demonstration of need by the applicant. An employee's accrued sick leave and personal days must be exhausted before the employee may access the sick leave bank.
9. A written request for sick leave bank days shall be submitted to the Sick Bank Committee by an applicant or his/her designee. Such a request shall be in writing and shall be accompanied by a physician's statement regarding the nature and approximate duration of the illness and by additional medical evidence as required by the Sick Bank Committee to substantiate the request. Decisions of the Sick Leave Bank Committee are final and binding and not subject to grievance and/or arbitration.
10. No days may be withdrawn from the sick bank except for reason of personal illness of the Unit A member.
11. If the sick bank is exhausted, it shall be renewed by the contribution of one additional day of sick leave by each member of the professional staff covered by this agreement. Such an additional day will be deducted from the Unit A member's annual accrued sick days. The sick bank committee shall determine the time when it becomes necessary to replenish the sick bank.
12. Any member of the Association having donated 20 or more days to the sick bank will be considered a permanent member. No additional days of donation will be required of said member until such time as the sick bank leave is exhausted.
13. The Unit A member will be notified within 60 days from the first day of school of accumulated sick leave.
14. If a Unit A member is absent, best efforts will be made to obtain a substitute Unit A member in every area.
15. The School Committee may grant a request for up to one year's leave of absence without pay for public service, career exploration (non-teaching), child care, or other personal reasons. Any Unit A member taking a leave of absence must notify the superintendent, in writing, by April 1, of his/her intention to return to the school system. Failure to comply with this requirement will be considered as a resignation.

#### **XIV. CO-CURRICULAR ACTIVITIES**

1. Activity salaries are listed in the Appendix. Co-curricular stipends over \$1,500 may be paid in three equal installments.
2. Other positions approved by the superintendent will be paid a stipend equivalent to the co-curricular schedule. Activity salaries for newly created positions shall be negotiated, prior to starting, for proper placement.
3. All curriculum committee chairpersons shall be appointed by the superintendent.
4. Appointments to co-curricular positions will be made by August 1st for the following year.

#### **XV. EVALUATION TEAM MEETINGS**

All special education employees will be paid at the rate of \$26 an hour for each hour or any fraction of an hour over 30 minutes for time spent in evaluation team meetings in excess of 1.5 hours beyond the work week.

#### **XVI. UNIT A MEMBER ASSAULT**

1. Whenever an employee is absent from school as a result of personal injury caused by an assault and/or battery occurring in the course of his/her employment, he/she will be paid his/her full salary (less the amount of any worker's compensation award made for temporary disability due to said injury) Such days of absence shall not be charged against the accumulated sick leave days of the employee.
2. In all such cases of leave, the Superintendent shall request a statement from the attending physician certifying as to the nature of this injury, disease, or illness, the inability of the employee to resume teaching duties.
3. Within 48 hours of said incident, the allegedly assaulted Unit A member may request a meeting with the building principal and a representative of the Association to discuss said incident, hopefully to the satisfaction of all parties involved.
4. All assaults (intentional or unintentional) on a staff member must be reported immediately to the building principal. At his/her discretion, the police will be notified.

#### **XVII. UNIT A MEMBER EVALUATION and PERSONNEL FILE**

1. Upon one week's written request, the Unit A member will be allowed to review and copy the contents of his/her personal file. The Unit A member will also have the right to submit a written answer to any material in his/her file.
2. Any complaint regarding a Unit A member shall be made to the Unit A member, to the department head, to the principal, and to the superintendent, in that order. In the case of any complaint received by the administration, a Unit A member will be promptly notified of the complaint, the source of the complaint, and the disposition of the complaint.
3. No material derogatory to a Unit A member's conduct, service, character, or personality will be placed in his/her personnel file unless an administrator determines that the material is substantiated by fact,

and unless the Unit A member has had an opportunity to review the material. (An administrator's determination that material is substantiated by fact is subject to the grievance and arbitration provisions of this agreement, but any grievance alleging that material is not substantiated by fact must be submitted in writing at Level I of the grievance procedure within 10 days after the Unit A member knew or reasonably should have known that the material has been placed in the Unit A member's personnel file.) The Unit A member will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed, with the express understanding that such a signature in no way indicates agreement with the contents thereof. (The requirement that a Unit A member acknowledge that he/she has had the opportunity to review material before it is placed in the Unit A member's personnel file by affixing his/her signature to the copy to be filed does not apply to documents written to a Unit A member, but no document written to a Unit A member may be used at the basis for disciplinary action unless the document indicates on it that a copy of the document is to be placed in the Unit A member's personnel file.) The Unit A member will also have the right to submit a written answer to such material, and his/her answer shall be reviewed by the superintendent and attached to the file copy.

4. No Unit A member with professional Unit A member status will be discharged, disciplined, reprimanded, reduced in rank or compensation, except for inefficiency, incapacity, conduct unbecoming of a Unit A member, insubordination, or other good cause.
5. See Appendix G for Educator Evaluation Agreement. Examples of the above are available online and in the superintendent's and principal's office.

#### **XVIII. PROFESSIONAL DEVELOPMENT and INCREMENTS**

As Unit A members in the Mashpee School system begin to accumulate credits beyond their Bachelor's Degree, the following guidelines must be followed. Unit A members will be responsible for selection of courses in the proper fields and subject area in compliance with the guidelines. All courses and workshops prior to their beginning must be approved by the superintendent.

1. To be eligible to advance from one step to another on the salary schedule, a Unit A member must work at least 100 days during the school year (substitute days shall not count). The placement of a new Unit A member on his/her initial step of the salary schedule is solely the determination of the superintendent and is not subject to the grievance and arbitration provisions of this Agreement. Credits for courses taken prior to employment will be mutually agreed upon by the employee and employer prior to the employee's start date.
2. Effective July 1, 2017, honorably discharged veterans will receive a 1-year step bonus when initially hired.
3. Effective July 1, 2017, all graduate courses successfully completed (achieving a grade of 'B' or higher) shall qualify for salary column advancement. In advancing on the salary schedule no single course may be used more than once.
4. A Certificate in Advanced Graduate Studies (CAGS), must require completion of a minimum of 30 graduate credits to be recognized. Unit A members who have achieved a doctorate in a job-related field will be placed on the Doctorate column. All CAGS degrees earned by Unit A members prior to July 1, 2017, will be recognized with placement on the CAGS column.



5. In order to move horizontally on the salary schedule at the beginning of the school year, a Unit A member must notify the superintendent of the anticipated column change in writing by the preceding December 1st.
6. For purposes of moving horizontally on the salary schedule, Unit A members may substitute professional development points (PDPs) for credits, subject to the following:
  - a. For this purpose, 60 PDPs in the Unit A member's content area will serve as one graduate credit
  - b. Work for which Unit A members intend to obtain PDPs for this purpose must obtain approval for the work from the superintendent in advance. The superintendent's decision is final and not subject to grievance or arbitration.
  - c. Unit A members will be responsible for keeping track of their own PDPs.
7. All courses taken for advancement on the salary schedule must either be courses offered by the school system, projects approved by the superintendent or his/her designee, or courses offered for graduate credit by an accredited college or university.
8. For any course to be applied for credit, an official transcript must be submitted to the office of the superintendent by September 30. Salary will be adjusted retroactively for the current school year.
9. Tuition reimbursement plan for Unit A members
  - a. \$37,000 will be budgeted annually for tuition reimbursement purposes.
  - b. Criteria for courses:
    - (i) Courses must be approved by the superintendent prior to their beginning
    - (ii) Courses must be for educational licensure, either additional areas or re-licensure
    - (iii) Courses must be passed with a grade of 'B' or higher
    - (iv) Courses must be offered by an accredited college or university.
    - (v) Each course must be taken for graduate credit.
  - c. The reimbursement is for tuition only and not fees associated with courses.
  - d. Verifications and applications must be received in the superintendent's office by June 1 of the school year. The amount of individual reimbursement will be dependent on the total amount budgeted. Provided the total is not exceeded by request, full reimbursement will be made to all applicants. If the total of the requested reimbursements exceeds the amount budgeted, reimbursement will be awarded proportionately to the individuals.

**XIX. VACANCIES, PROMOTIONS, TRANSFERS**

1. Any vacancy in a position covered by this agreement that occurs on or after August 25 of any year but before the following June 1 may be filled on a temporary basis and posted on or after June 1. Any vacancy in a position covered by this agreement that occurs on or after June 1 but before the following August 25, including any position previously filled on a temporary basis, will be adequately publicized by the superintendent by means of a notice placed on the bulletin boards in the school(s) in Mashpee

for at least 10 days, a copy of which will also be sent to the Association president. The notice of vacancy will set forth the qualifications for the position, its duties, and the rate of compensation.

When the only applicants for a vacancy within the bargaining unit are members of the bargaining unit, the vacancy will be filled on consideration of the Unit A member's areas of competence, experience, major field of study, and quality of teaching performance. When applicants include persons outside the bargaining unit and the qualifications of applicants are substantially equal, bargaining unit members will be given preference. In any grievance alleging a violation of this paragraph in the filling of a vacancy, the decision of the principal or the superintendent, as the case may be, may be overturned by an arbitrator only if the arbitrator determines that the principal or superintendent acted arbitrarily or unreasonably.

2. All newly created and vacated positions funded under a grant will be posted by the superintendent, as early as possible.
3. A Unit A member who applied but was not chosen for a position may request a written explanation from the superintendent of schools.
4. In the case of involuntary transfer, or when transfer becomes necessary because of a reduction in staff, the department(s) teaching area(s), or grade(s) involved shall be canvassed for a qualified volunteer before any directed transfer is made.
5. In the case of an involuntary transfer within a building or between buildings, the Unit A member shall have an opportunity to discuss the matter with the superintendent of schools within a two-week period following said notification.
6. Commencing September 1, 2007, a Unit A member with professional status shall not be subject to more than five (5) involuntary transfers for the duration of his/her service in the District, following the attainment of professional status. For purposes of this section, an involuntary transfer is a transfer that does not originate from a Unit A member's request or one which is not ultimately agreed to by the Unit A member after the discussion referenced in Section 5, above. Transfers pre-dating the effective date of this provision shall not be considered. Parties involved in an involuntary transfer will ~~strive to~~ treat one another with civility and respect.
7. The terms of Section 1, Paragraph 2 (above), shall also apply to any qualified Unit A member being transferred or reassigned.
8. Any Unit A member who desires to change grade, school, and/or subject assignment shall file a written statement of such desire with the superintendent of schools between September 1 and April 1 of each school year.

## **XX. REDUCTION IN FORCE**

In the event a reduction in staff occurs, such reduction shall be accomplished as follows:

1. The Committee and the superintendent shall make every effort to accomplish said reduction by attrition.
2. Unit A members with professional status shall have the right to replace any less senior Unit A member holding a position for which the Unit A member is licensed and qualified. The terms of Article XIX, Section 1, Paragraph 2 shall apply to such right.

3. The reduction of Unit A members with professional status will be in inverse order of their seniority within areas of licensure.

#### Definition and Computation of Seniority

1. Seniority of licensed Unit A members is determined by length (in years, months, and days) of continuous service as a Unit A member in the Mashpee Public Schools. (In the event of two or more Unit A members sharing a date of appointment, seniority between such will be determined by lottery.)
2. In case of a layoff, the least senior Unit A member within an area of licensure shall be laid off first. A Unit A member who has been reached for layoff shall be allowed to bump the least senior Unit A member in another subject area for which he/she is licensed. In the case where the Unit A member reached for layoff is licensed in more than one area, such Unit A member must bump the least senior Unit A member. However, the superintendent reserves the right to require a Unit A member to complete additional coursework not to exceed nine (9) hours if the change of grade is four (4) years or more.
3. Leaves of absence granted in accordance with the provisions of the Unit A member's contract shall not constitute an interruption in continuous service.

#### Guidelines for Recall

1. Unit A members who have been laid off will have recall rights for two years from the effective date of their respective layoff notification.
2. During the recall period, those Unit A members will be given preference for which they are qualified, as position openings occur, in the inverse order of layoff and all benefits to which a Unit A member was entitled will be reinstated upon re-employment within the recall period.
3. Written notice of recall will be sent to the Unit A member by registered mail at the Unit A member's last recorded address.
4. The teacher shall exercise the recall right within 15 calendar days after receipt of the notification.
5. Unit A members who have been laid off will be given preference on the substitute teacher list if they so desire.
6. During the year of layoff, the teacher is responsible for notifying the School Department of any change of address.
7. During the recall period, Unit A members will be allowed to continue their insurance coverage for a period of up to one year, subject to such rules and regulations as may be established by the town.
8. Employees who are laid off will be given written notification by May 15 or the conclusion of the May town meeting, whichever comes later, absent unusual circumstances.

#### **XXI. SPECIALISTS AND SPECIAL PROGRAMS**

The Committee and the Association recognize that an adequate number of licensed specialists are essential to the operation of an effective educational program. The Committee recognizes the concern of its professional

personnel for the provision of supportive personnel and programs. Consequently, the Committee invites the president of the Association to submit, in writing, before December 15 of each school year, a list of suggested positions that seem necessary to the continuing progress of the educational program, together with a rationale for each position.

## **XXII. SICK LEAVE BUYBACK**

1. A Unit A member with professional Unit A member status who has completed at least ten (10) full years of continuous service in the Mashpee school system will be paid thirty (30) percent redemption value for all unused accumulated sick leave days upon the Unit A member death or departure from the school system. Such payment will be computed on the basis of thirty (30) percent of the amount derived from multiplying the number of unused accumulated sick days (not to exceed the maximum set forth in Article XIII, Section 1) by 1/number of work days of the Unit A member's last yearly salary.
2. Temporary or substitute work does not count toward the requirement of ten (10) full years of continuous service. In the case of death, payment will be made to the Unit A member's estate within ninety (90) days after proof of death is received by the superintendent. In the case of departure from the school system, payment will be made by June 30 of the fiscal year in which the departure takes effect if written notice of the Unit A member's departure (in the form of a resignation or statement of intent to retire) is received by the superintendent by April 15 of that fiscal year; if notice is received after April 15, payment will be made by September 15 of the following fiscal year.

## **XXIII. LONGEVITY**

Unit A members who have worked in the Mashpee school system for a number of continuous years will be awarded a bonus upon completing the school year according to the following schedule:

Effective July 1, 2020:

- 14-19 years of continuous years of service in Mashpee school system: \$1700
- 20 or more continuous years of service in Mashpee school system: \$2175

## **XXIV. COMPENSATION**

1. While the Committee agrees to make every effort to provide substitutes when Unit A members are absent from class, it might be sometimes necessary to assign a regular Unit A member to cover the class. A regular Unit A member who is assigned to cover the class of an absent Unit A member shall be paid additional compensation of \$30 or part thereof. A Unit A member may be assigned or may volunteer to cover only one (1) class of an absent Unit A member per work day. If necessary, the principal may waive the one-class per work day coverage rule. The Committee and the Association agree that coverage should be assigned from a voluntary list first if at all possible. This list shall be established in the fall of each school year.
2. A Unit A member's annual compensation is paid as follows:
  - a. twenty-six (26) equal bi-weekly payments, or
  - b. twenty-two (22) equal bi-weekly payments and one lump-sum payment (equaling four (4) bi-weekly payments).
3. All employee compensation will be paid via direct deposit to an account specified by the employee.

4. The Committee will cooperate with the Association in working with fiscal officers of the town to see that Mashpee Unit A members have the salary options to which they are entitled under state law (Massachusetts General Laws Chapter 71, Section 40).

#### **XXV. RELEASE TIME**

1. The president of the Association will be released from all non-teaching duties, will have access to email in his/her room, and will have access to a phone (not necessarily in his/her room), and may take one-half of one professional day per month, as needed, to perform the duties of association president.
2. The chair of the Association's professional rights and responsibilities committee will be released from all non-teaching duties, will have access to email in his or her room, and will have access to a phone (not necessarily in his or her room).

#### **XXVI. SUBSTANCE ABUSE**

1. Alcoholism and drug abuse are recognized by the parties to be treatable illnesses.
2. The Committee and the Association agree to cooperate in encouraging employees with drug or alcohol problems to participate in drug or alcohol abuse assistance or rehabilitation programs.
3. Without detracting from the existing rights and obligations of the parties recognized in other provisions of this contract, management and the union agree to cooperate in encouraging employees afflicted with alcoholism or drug abuse to undergo a program designed to rehabilitate the employee. If the employee fails to satisfactorily participate in that program, or if the employee's work performance, attendance, conduct, or reliability is impaired a second time by the use of drugs or alcohol, the Committee may use the normal disciplinary procedures for dealing with problem employees, including non-renewal, suspension, or dismissal. Sanctions against employees shall follow prescribed statutory and contractual procedures.

#### **XXVII. ATHLETIC COACHES**

1. The athletic director will evaluate all coaches at midseason and at the end of each season.
2. The evaluation form used to evaluate athletic coaches is set forth in the Appendix.
3. All coaches must be certified in CPR, First Aid, and AED.
4. Coaches who are not Unit A members or who have not had prior coaching experience must attend a Massachusetts Interscholastic Athletic Association class at their own expense.
5. Coaching salaries are listed in Appendix C. Coaching stipends over \$1,500 must be paid in three equal installments.

#### **XXVIII. EARLY RETIREMENT**

1. A Unit A member is eligible for the early retirement incentive program if he/she falls into one of the following categories as of the effective date of his/her retirement:
  - a. The Unit A member will be at least 55 years of age and will have completed at least 15 consecutive years of service with the Mashpee Public Schools; or

- b. The Unit A member will not have attained 55 years of age but will have completed at least 30 consecutive years of service with the Mashpee Public Schools.
- 2. In addition, the Unit A member must submit a written request to participate in the early retirement incentive program to the superintendent's office by January 1 of the Fiscal Year prior to the effective date of retirement; i.e. by January 1, 2017 for the 2018 retirement date.
- 3. This will allow the School Committee to include sufficient funds in its annual budget to cover the cost of the early retirement incentive program in each year of the contract.
- 4. The amount of the early retirement incentive will depend on your age and years of service as shown in the following table.

<u>Age</u>	<u>15 Years Service in Mashpee</u>	<u>20 Years Service in Mashpee</u>
55	\$15,000	\$17,000
56	\$14,000	\$16,000
57	\$13,000	\$15,000
58	\$12,000	\$14,000
59	\$11,000	\$13,000
60	\$10,000	\$12,000
61	\$ 9,000	\$11,000
62	\$ 8,000	\$10,000
63	\$ 7,000	\$ 9,000
64	\$ 6,000	\$ 8,000

**XXIX. SABBATICAL LEAVE**

- 1. A sabbatical leave of no more than one year may be granted under the following conditions:
  - a. Seven years of unbroken teaching services with the Mashpee school system.
  - b. An application is made and acceptable proof is submitted to the superintendent before December first of the school year prior to the year of the sabbatical leave, that the applicant would in fact use such leave for self-improvement and organized duty designed to provide greater educational opportunities to his or her pupils and also enrich his or her teaching capacity.
  - c. The number of Unit A members considered for sabbatical leave shall not exceed one member of the teaching staff per school in the year for which application is made.
  - d. Payment to a Unit A member on sabbatical leave shall be 50 percent of the base salary for which he or she would qualify if he or she had remained on the teaching staff.
  - e. Applications for sabbatical leave will be acted on by the superintendent of schools.
  - f. Applicants for a sabbatical leave shall specifically signify in writing that they have read and are familiar with and will comply with the applicable provisions of Section 41A of Chapter 71 of the General Laws of Massachusetts and their compliance therewith.



**SIGNATURES**

**MASHPEE SCHOOL COMMITTEE:**

DocuSigned by:  
*George Schmidt*  
28B35AC8907E411  
George Schmidt, Chair

DocuSigned by:  
*Nicole Bartlett*  
F3B28CF4FF5124  
Nicole Bartlett, Vice-Chair

DocuSigned by:  
*Don Myers*  
388FA121C7A0480  
Don Myers, Secretary

DocuSigned by:  
*Gloff Gorman*  
0F719E2ED384D9  
Gloff Gorman

DocuSigned by:  
*Cathy Lewis*  
1C5A0211A00D43B  
Cathy Lewis

**MASHPEE TEACHERS' ASSOCIATION (UNIT A):**

DocuSigned by:  
*Douglas Crook*  
8DE9543283AE480  
Douglas Crook, Unit A Negotiations Chair

DocuSigned by:  
*Mary Stickley*  
448F47A432DD432  
Mary Stickley, MTA President

DATE: 8/12/2020 \_\_\_\_\_

DATE: 8/11/2020 \_\_\_\_\_



2.00% Step 1-14      2.50% Step 15+

**APPENDIX A**

**July 1, 2020 - June 30, 2021 (184 Days)**

Step	Lane									
	B	B+15	M	M+15	M+30	M+45	M+60	M/M, M+75	CAGS	DOC
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
1	49,134	50,197	51,801	52,865	54,473	55,562	56,673	57,217	58,509	60,341
2	51,097	52,204	53,871	54,982	56,652	57,786	58,942	59,486	60,775	62,609
3	53,144	54,292	56,027	57,180	58,917	60,097	61,297	61,841	63,131	64,964
4	55,270	56,464	58,267	59,468	61,273	62,500	63,750	64,294	65,582	67,417
5	57,477	58,724	60,598	61,848	63,725	64,999	66,300	66,844	68,135	69,968
6	59,777	61,070	63,022	64,320	66,276	67,601	68,951	69,495	70,785	72,619
7	62,168	63,514	65,544	66,893	68,928	70,303	71,713	72,256	73,545	75,379
8	64,657	66,052	68,164	69,569	71,683	73,118	74,579	75,123	76,413	78,248
9	67,242	68,697	70,891	72,350	74,551	76,040	77,560	78,104	79,395	81,229
10	69,931	71,442	73,729	75,245	77,532	79,083	80,664	81,208	82,498	84,332
11	72,728	74,303	76,678	78,255	80,632	82,245	83,890	84,434	85,723	87,558
12	75,638	77,275	79,742	81,387	83,859	85,535	87,245	87,789	89,081	90,914
13	78,664	80,364	82,932	84,641	87,214	88,957	90,737	91,281	92,571	94,406
14	81,811	83,579	86,249	88,026	90,702	92,515	94,366	94,910	96,200	98,035
15	83,857	85,667	88,408	90,226	92,968	94,829	96,726	97,273	98,570	100,413
25	84,548	86,360	89,099	90,920	93,660	95,520	97,417	97,964	99,260	101,102
30	85,240	87,051	89,790	91,612	94,352	96,213	98,108	98,655	99,951	101,795

**2.00% Step 1-14      2.25% Step 15+**

**APPENDIX A**

**July 1, 2021 - June 30, 2022 (184 Days)**

Step	Lane									
	<b>B</b>	<b>B+15</b>	<b>M</b>	<b>M+15</b>	<b>M+30</b>	<b>M+45</b>	<b>M+60</b>	<b>M/M, M+75</b>	<b>CAGS</b>	<b>DOC</b>
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
1	50,117	51,201	52,837	53,922	55,562	56,673	57,806	58,361	59,679	61,548
2	52,119	53,248	54,948	56,082	57,785	58,942	60,121	60,676	61,991	63,861
3	54,207	55,378	57,148	58,324	60,095	61,299	62,523	63,078	64,394	66,263
4	56,375	57,593	59,432	60,657	62,498	63,750	65,025	65,580	66,894	68,765
5	58,627	59,898	61,810	63,085	65,000	66,299	67,626	68,181	69,498	71,367
6	60,973	62,291	64,282	65,606	67,602	68,953	70,330	70,885	72,201	74,071
7	63,411	64,784	66,855	68,231	70,307	71,709	73,147	73,701	75,016	76,887
8	65,950	67,373	69,527	70,960	73,117	74,580	76,071	76,625	77,941	79,813
9	68,587	70,071	72,309	73,797	76,042	77,561	79,111	79,666	80,983	82,854
10	71,330	72,871	75,204	76,750	79,083	80,665	82,277	82,832	84,148	86,019
11	74,183	75,789	78,212	79,820	82,245	83,890	85,568	86,123	87,437	89,309
12	77,151	78,821	81,337	83,015	85,536	87,246	88,990	89,545	90,863	92,732
13	80,237	81,971	84,591	86,334	88,958	90,736	92,552	93,107	94,422	96,294
14	83,447	85,251	87,974	89,787	92,516	94,365	96,253	96,808	98,124	99,996
15	85,744	87,595	90,397	92,256	95,060	96,963	98,902	99,462	100,788	102,672
25	86,450	88,303	91,104	92,966	95,767	97,669	99,609	100,168	101,493	103,377
30	87,158	89,010	91,810	93,673	96,475	98,378	100,315	100,875	102,200	104,085

2.00% Step 1-14      2.25% Step 15+

**APPENDIX A**

**July 1, 2022 - June 30, 2023 (184 Days)**

Step	Lane									
	<u>B</u>	<u>B+15</u>	<u>M</u>	<u>M+15</u>	<u>M+30</u>	<u>M+45</u>	<u>M+60</u>	<u>M/M. M+75</u>	<u>CAGS</u>	<u>DOC</u>
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
1	51,119	52,225	53,894	55,000	56,673	57,806	58,962	59,528	60,873	62,779
2	53,161	54,313	56,047	57,204	58,941	60,121	61,323	61,890	63,231	65,138
3	55,291	56,486	58,291	59,490	61,297	62,525	63,773	64,340	65,682	67,588
4	57,503	58,745	60,621	61,870	63,748	65,025	66,326	66,892	68,232	70,140
5	59,800	61,096	63,046	64,347	66,300	67,625	68,979	69,545	70,888	72,794
6	62,192	63,537	65,568	66,918	68,954	70,332	71,737	72,303	73,645	75,552
7	64,679	66,080	68,192	69,596	71,713	73,143	74,610	75,175	76,516	78,425
8	67,269	68,720	70,918	72,379	74,579	76,072	77,592	78,158	79,500	81,409
9	69,959	71,472	73,755	75,273	77,563	79,112	80,693	81,259	82,603	84,511
10	72,757	74,328	76,708	78,285	80,665	82,278	83,923	84,489	85,831	87,739
11	75,667	77,305	79,776	81,416	83,890	85,568	87,279	87,845	89,186	91,095
12	78,694	80,397	82,964	84,675	87,247	88,991	90,770	91,336	92,680	94,587
13	81,842	83,610	86,283	88,061	90,737	92,551	94,403	94,969	96,310	98,220
14	85,116	86,956	89,733	91,583	94,366	96,252	98,178	98,744	100,086	101,996
15	87,673	89,566	92,431	94,332	97,199	99,145	101,127	101,700	103,056	104,982
25	88,395	90,290	93,154	95,058	97,922	99,867	101,850	102,422	103,777	105,703
30	89,119	91,013	93,876	95,781	98,646	100,592	102,572	103,145	104,500	106,427

<b>APPENDIX B--COACHING SCHEDULES</b>					
<b>2020-2023 (July 1 - June 30)</b>					
<b>Sport</b>	<b>Position</b>	<b>Step</b>	<b>FY21 \$</b>	<b>FY22 \$</b>	<b>FY23 \$</b>
Baseball/Softball/Lacrosse	Head	1	4,872	4,945	5,019
		2	5,787	5,845	5,904
		3	6,647	6,713	6,780
Baseball/Softball/Lacrosse	Freshman/2nd Asst.	1	2,672	2,713	2,753
		2	2,986	3,031	3,076
		3	3,458	3,510	3,563
Baseball/Softball/Lacrosse	JV/1st Asst.	1	3,184	3,232	3,280
		2	3,694	3,749	3,805
		3	4,282	4,347	4,412
Baseball/Softball/Lacrosse	Middle	1	2,672	2,713	2,753
		2	2,750	2,791	2,833
		3	2,831	2,873	2,916
Basketball/Hockey	Head	1	5,553	5,609	5,665
		2	6,570	6,636	6,702
		3	7,586	7,662	7,739
Basketball/Hockey	Freshman/2nd Asst.	1	3,143	3,191	3,238
		2	3,339	3,389	3,440
		3	3,536	3,589	3,643
Basketball/Hockey	JV/1st Asst.	1	4,086	4,148	4,210
		2	4,401	4,467	4,534
		3	4,795	4,867	4,940
Basketball/Hockey	Middle	1	2,672	2,713	2,753
		2	2,750	2,791	2,833
		3	2,831	2,873	2,916
Cheerleading (Fall/Winter)	Head	1	4,385	4,451	4,517
		2	4,699	4,770	4,841
		3	5,185	5,237	5,290
Cheerleading (Fall/Winter)	Middle	1	2,672	2,713	2,753
		2	2,750	2,791	2,833
		3	2,831	2,873	2,916
Cross Country	Head	1	4,385	4,451	4,517
		2	4,817	4,889	4,963

		3	5,300	5,353	5,407
Cross Country	JV/1st Asst.	1	2,358	2,393	2,429
		2	2,672	2,713	2,753
		3	2,986	3,031	3,076
Field Hockey	Head	1	4,362	4,428	4,494
		2	5,278	5,331	5,384
		3	6,100	6,161	6,223
Field Hockey	Freshman/2nd Asst.	1	2,831	2,873	2,916
		2	2,908	2,952	2,996
		3	2,986	3,031	3,076
Field Hockey	JV/1st Asst.	1	2,986	3,031	3,076
		2	3,420	3,471	3,523
		3	4,009	4,069	4,130
Field Hockey	Middle	1	2,672	2,713	2,753
		2	2,750	2,791	2,833
		3	2,831	2,873	2,916
Football	Varsity Head	1	7,859	7,937	8,017
		2	8,994	9,084	9,175
		3	10,167	10,268	10,371
Football	JV/1st Asst.	1	4,480	4,547	4,616
		2	5,202	5,254	5,306
		3	5,865	5,924	5,983
Football	Freshman/2nd Asst.	1	4,086	4,148	4,210
		2	4,401	4,467	4,534
		3	5,084	5,135	5,187
Football	Middle Head	1	4,480	4,547	4,616
		2	5,202	5,254	5,306
		3	5,865	5,924	5,983
Golf	Head	1	4,385	4,451	4,517
		2	4,699	4,770	4,841
		3	5,145	5,196	5,248
Golf	JV/1st Asst.	1	2,555	2,593	2,632
		2	3,184	3,232	3,280
		3	3,694	3,749	3,805
Gymnastics	Head	1	4,385	4,451	4,517
		2	4,699	4,770	4,841

		3	5,185	5,237	5,290
Gymnastics	JV/1st Asst	1	2,908	2,952	2,996
		2	3,302	3,351	3,402
		3	3,773	3,829	3,887
Indoor Track/Track & Field	Head	1	4,282	4,347	4,412
		2	5,084	5,135	5,187
		3	5,787	5,845	5,904
Indoor Track/Track & Field	JV/1st Asst.	1	2,908	2,952	2,996
		2	3,302	3,351	3,402
		3	3,773	3,829	3,887
Quashnet			1,653	1,678	1,703
Soccer	Head	1	4,480	4,547	4,616
		2	5,395	5,449	5,504
		3	6,177	6,239	6,301
Soccer	Freshman/2nd Asst.	1	2,831	2,873	2,916
		2	2,908	2,952	2,996
		3	2,986	3,031	3,076
Soccer	JV/Asst.	1	2,908	2,952	2,996
		2	3,379	3,430	3,481
		3	3,929	3,988	4,048
Soccer	Middle	1	2,672	2,713	2,753
		2	2,750	2,791	2,833
		3	2,831	2,873	2,916
Tennis	Head	1	4,385	4,451	4,517
		2	4,699	4,770	4,841
		3	5,185	5,237	5,290
Tennis	JV/1st Asst.	1	2,358	2,393	2,429
		2	2,672	2,713	2,753
		3	2,986	3,031	3,076
Volleyball	Head	1	--	--	4,517
		2	--	--	4,841
		3	--	--	5,290
Volleyball	JV/1st Asst.	1	--	--	2,996
		2	--	--	3,402
		3	--	--	3,887

**APPENDIX (C)–CO-CURRICULAR ACTIVITIES**

<b>Position</b>	<b>FY21</b>	<b>FY22</b>	<b>FY23</b>
Coombs Curriculum Chairs (Grades K-2)	\$3,957	\$3,997	\$4,037
Coombs Extracurricular Activities	\$650	\$657	\$664
District–Nurse Coordinator	\$3,957	\$3,997	\$4,037
District–Teacher Mentor	\$1,138	\$1,150	\$1,161
MMHS After-School Student Monitor	\$40/HR	\$40/HR	\$40/HR
MMHS Blue Falcon Theater Co. Choral Director (Spring)	\$1,789	\$1,807	\$1,825
MMHS Blue Falcon Theater Co. Director (Fall/Spring)	\$3,661	\$3,698	\$3,735
MMHS Blue Falcon Theater Co. Pit Band Director (Spring)	\$1,545	\$1,561	\$1,576
MMHS Blue Falcon Theater Co. Technical Advisor (Fall/Spring)	\$2,114	\$2,135	\$2,156
MMHS Class Advisor--Freshman	\$1,613	\$1,629	\$1,645
MMHS Class Advisor--Junior	\$1,613	\$1,629	\$1,645
MMHS Class Advisor--Senior	\$2,150	\$2,172	\$2,194
MMHS Class Advisor--Sophomore	\$1,613	\$1,629	\$1,645
MMHS Club Advisor (Full Year)	\$1,138	\$1,150	\$1,161
MMHS Curriculum Chair (Dept. Head) 7-12	\$4,066	\$4,107	\$4,148
MMHS Falcon Big/Little Mentor Coordinator	\$520	\$525	\$531
MMHS French, Spanish, Mandarin, Wôpanâak Language Clubs	\$1,138	\$1,150	\$1,161
MMHS Music–Acapella	\$1,138	\$1,150	\$1,161
MMHS Music–Instrumental/Marching Band	\$3,700	\$3,737	\$3,774
MMHS Music–Chorus	\$2,114	\$2,135	\$2,156
MMHS Music–Jazz Band	\$1,040	\$1,051	\$1,061
MMHS National Honor Society	\$1,613	\$1,629	\$1,645
MMHS National Junior Honor Society	\$1,627	\$1,643	\$1,660
MMHS Newspaper (Falconer)	\$2,318	\$2,341	\$2,365
MMHS Robotics Team	\$2,318	\$2,341	\$2,365
MMHS Science Fair Advisor	\$1,138	\$1,150	\$1,161
MMHS Science Fair Coordinator	\$1,138	\$1,150	\$1,161
MMHS Senior Project Coordinator	\$2,204	\$2,226	\$2,248
MMHS Student Council	\$2,318	\$2,341	\$2,365

<b>Position</b>	<b>FY21</b>	<b>FY22</b>	<b>FY23</b>
MMHS Washington DC Trip Coordinator (TA--1/23/20)	\$2,200	\$2,200	\$2,200
MMHS Washington DC Trip Chaperone (TA--1/23/20)	\$1,100	\$1,100	\$1,100
MMHS Weight Room Supervisor/Season	\$2,277	\$2,299	\$2,322
MMHS Yearbook Advisor	\$3,212	\$3,244	\$3,276
Quashnet Club Advisor (Full Year)	\$1,138	\$1,150	\$1,161
Quashnet Extracurricular Activities	\$650	\$657	\$664
Quashnet Curriculum Chairs (Grades 3-6)	\$3,957	\$3,997	\$4,037
Quashnet MCAS Study Group (Gr. 3 - 6) TAT (Elementary) K-6	\$128	\$130	\$131
Quashnet Music--Instrumental	\$813	\$821	\$829
Quashnet Music--Chorus	\$813	\$821	\$829
Quashnet Strings	\$813	\$821	\$829



**APPENDIX D**  
**MASHPEE MIDDLE-HIGH SCHOOL COACH EVALUATION**

	Outstanding	Satisfactory	Unsatisfactory
<b>1. Decides the personnel of the team in an objective and consistent manner.</b>			
<b>2. Has full control of the team in all matters pertaining to coaching and athletic discipline, consistent with a list of rules and procedures on file with the athletic director.</b>			
<b>3. Provides adequate supervision at each practice session and at all contests of the sport, which includes supervision of the locker and shower areas.</b>			
<b>4. Submits a squad list to the Athletic Director for eligibility certification prior to the first contest.</b>			
<b>5. Assumes responsibility for attending all meetings in the school or at the league level that deal directly with the sport and awards ceremonies.</b>			
<b>6. Attends appropriate rules interpretation meeting(s) dealing with the sport.</b>			
<b>7. Files with the Athletic Director a record of a physical examination and a parental permission form for each squad member's first practice.</b>			
<b>8. Distributes and collects the school's athletic equipment before, during, and after the session, as well as being responsible for proper equipment used during all practices and contests.</b>			
<b>9. Provides the athletic director with all requested information for official use, including team and individual statistics.</b>			
<b>10. Gives personal support to the athletic program and maintains a rapport with the athletic coaching team.</b>			
<b>11. Assumes responsibility for public relations: cooperation with newspapers, radio, television booster clubs, parents and interested spectators.</b>			

12. Understands and cooperates with rules and regulations set forth by all governing agencies of the sport (MIAA, League, and School).			
13. Demonstrates self-control and poise in all areas relating to coaching responsibilities including sideline conduct and sportsmanship at contests toward players, coaching, and game officials.			
14. Demonstrates integrity with the coaching staff and among fellow coaches.			
15. Provides adequate preparation/practice time, and provides the team with appropriate schedules of team events.			
16. Demonstrates knowledge of the sports he/she is coaching.			
17. Provides adequate information to parents.			
18. Effectively teaches the sport he/she is coaching			
19. Immediately corrects poor sportsmanship by athletes, ass't coaches, etc.			

	<b>Outstanding</b>	<b>Satisfactory</b>	<b>Unsatisfactory</b>
<b>OVERALL RATING:</b>			

**COMMENTS**

Coach

Date:

Athletic Director

Date:

Principal

Date:

## FACE COVERINGS

The Mashpee Public Schools District is committed to providing a safe environment in schools during the ongoing COVID-19 pandemic. Maintaining a safe environment is critical to the District's ability to have students experience full-time, in-person learning.

According to public health experts, one of the best ways to stop the spread of coronavirus and to keep members of our school community safe is the use of face masks or face coverings. Therefore, in accordance with guidance from the Center for Disease Control (CDC), the Department of Elementary and Secondary Education (DESE) and the Massachusetts Department of Public Health (DPH), the District has established the following requirements which will remain in place until further notice.

A face covering that covers the nose and mouth must be worn by all individuals in school buildings and on school transportation. Face coverings must also be worn outside when social distancing cannot be observed. Face coverings can be disposable or reusable and will need to: fully cover the nose and mouth and secure under the chin, be made with at least 2 layers of breathable material, fit snugly but comfortably against the side of the face, and be secured with ties or ear loops. Based on guidance from health authorities neck gaiters, open-chin triangle bandanas, and face coverings containing valves, mesh material or holes of any kind will not be considered appropriate face coverings.

Individuals may be excused from the requirement for the following list of reasons, per CDC guidance:

The individual:

- has trouble breathing;
- is unconscious;
- is incapacitated;
- cannot remove the mask or face covering without assistance.

In addition, masks or face coverings will not be required for anyone who has a medical, behavioral or other challenge making it unsafe to wear a face mask or face covering. A written note from a physician is required for a requested exemption. Parents may not excuse their child from the face mask requirement by signing a waiver.

Additionally, face masks or face coverings will not be required when appropriate social distancing is enforced:

- during mask breaks;
- while eating or drinking;
- during physical education classes;
- while outside.

Exceptions to this policy under certain circumstances, such as for students with medical, behavioral or other challenges who are unable to wear masks, must be approved by the building principal in consultation with the school nurse or local Board of Health. Face shields or physical barriers may provide an alternative in some instances.

NR MS

A student's mask or face covering is to be provided by the student's family. Staff members are responsible for providing their own face coverings. However, the District will supply disposable face covering for individuals who arrive at a building, or board school transportation, without one.

If a student is in violation of this policy, the building principal will consult with the parent/guardian to determine whether an exception is appropriate, or the student may be removed from the school building for in-person learning until such time as he/she can comply with the requirement or the requirement is lifted.

Violations of this policy by staff will be handled in the same manner as other violations of School Committee policy.

Visitors in violation of this policy will be denied entry to the school/district facility.

This policy will remain in place until rescinded by the School Committee.

**Guidance Statements:**

**Massachusetts Department of Public Health**

<https://www.mass.gov/doc/updated-advisory-regarding-masks-and-face-coverings-july-30-2021-0/download>

**Center for Disease Control and Prevention – Guidance for Covid-19 Prevention in K-12 Schools Updated August 5, 2021 -**

<https://www.cdc.gov/coronavirus/2019-ncov/community/schools-childcare/k-12-guidance.html>

**Center for Disease Controls – Guidance for Covid-19 Prevention on Public Transportation**

<https://www.cdc.gov/coronavirus/2019-ncov/travelers/face-masks-public-transportation.html>

**Massachusetts Department of Elementary and Secondary Education – Fall 2021 Covid-19 Guidance**

<https://www.doe.mass.edu/covid19/on-desktop/2021-0730fall-2021-covid19-guidance.pdf>

SOURCE: MASC--AUGUST 10, 2021

Mashpee Public Schools (Approved by School Committee on 8/25/21)

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**APPENDIX (E)**

**SIDE LETTER OF AGREEMENT BETWEEN  
THE MASHPEE SCHOOL COMMITTEE  
AND  
THE MASHPEE TEACHERS ASSOCIATION, UNIT A**

This **SIDE LETTER OF AGREEMENT** is entered into by and between the Mashpee School Committee (hereinafter the "Committee") and the Mashpee Teachers Association, Unit A (hereinafter the "Association").

**WHEREAS**, the Committee and the Association have entered into a Memorandum of Understanding for a collective bargaining agreement for the period of July 1, 2006 through and including June 30, 2007; and,

**WHEREAS**, during the course of those negotiations, a proposal was presented to incorporate existing insurance benefit levels into the body of said Collective Bargaining Agreement; and

**WHEREAS**, such insurance benefits are provided through the Town of Mashpee and the School Committee is without authority to make decisions regarding the purchasing of such benefits;

**NOW, THEREFORE**, in consideration of the mutual covenants and promises set forth herein, the parties hereby agree to acknowledge that the level of benefits currently provided by the Town of Mashpee, as of March 1, 2006 are as follows:

1. Health Insurance:

Blue Cross Blue Shield Master Health Plus\*

\*The Association agrees to accept the elimination of the plan known as the Blue Cross Blue Shield Master Health Plus from the health plans offered to members by the Town of Mashpee; provided that the aforementioned change is implemented at such time as all unions in the Town of Mashpee have agreed to same.

Blue Care Elect  
Network Blue  
Harvard Pilgrim Health Care HMO

The Employer contributes 75% and the employee contributes 25% towards to the cost of the premiums for such plans.

2. Life Insurance:

An \$8,000 Life Insurance policy for which the Employer contributes 75% and the Employee contributes 25% towards the premium cost.

**APPENDIX E (continued)**

3. **Dental Insurance:**

The Employee contributes 100% of the cost of the premium for such plan.

4. **Flexible Benefit Plans:**

- a. A Flexible Benefit Plan for Unreimbursed Medical Expenses and/or Dependent Care Expenses. There shall be no cost to the School Committee for the member's participation in such plan.
- b. The member's contribution towards the premiums for the health, life and dental insurances offered by the Town are withheld on a pre-tax basis. There shall be no cost to the School Committee for the member's participation in such plan.

**WHEREFORE**, the Committee and the Association have caused this SIDE LETTER OF AGREEMENT to be executed by their duly authorized representatives this 8<sup>th</sup> day of May, 2006.

Mashpee School Committee

Mashpee Teachers Association, Unit A

Its Chair

Its President

**APPENDIX F**  
**Sabbatical Leave Request Form**

If a teacher desires sabbatical leave and qualifies under Article XXXI, this form must be completed and approved by the superintendent before December 1 of the school year before the year of the sabbatical leave.

1. Purpose of sabbatical leave
  
2. How will this leave enrich your teaching capacity?
  
3. List (include dates and location) activities you will be involved in during your sabbatical leave.
  
4. Dates of leave: From \_\_\_\_\_ To \_\_\_\_\_

I certify that I will be actively engaged in the activities listed in items 1, 2, 3 and 4. Should circumstances change, I will notify the superintendent immediately for additional approval.

I understand that if I do not complete the sabbatical leave as approved, I will reimburse the town for all monies paid after the approved activities ended.

Pursuant to Massachusetts General laws chapter 71, section 41A, I agree that upon termination of my sabbatical leave, I will return to the service of the Mashpee Public Schools for a period equal to twice the length of my sabbatical leave and that, in default of completing that service, I will refund to the town an amount equal to such proportion of salary received by me while on sabbatical leave as the amount of service not actually rendered as agreed bears to the whole amount of service agree to be rendered.

Approved by:

Submitted by:

Superintendent

Teacher

Date

Date

**Appendix G**

**Educator Evaluation Agreement**  
**Ratified 12-19-2012**  
**See Separate PDF File--linked above**



**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE MASHPEE SCHOOL COMMITTEE and the MASHPEE TEACHERS' ASSOCIATION  
September 16, 2021**

*Whereas the parties wish to preserve the health of students, faculty and community members. The parties enter into this Memorandum of Agreement (MOA).*

The Mashpee School Committee and the Mashpee Teachers' Association agree that the following protocols and procedures will apply to all employees (Units A, B, and C) during the 2021- 2022 school year due to the ongoing Coronavirus (COVID-19) pandemic.

The terms of this Agreement shall only be effective for the 2021-2022 school year (commencing August 30, 2021 and currently scheduled to end on June 16, 2022). The terms of this Agreement shall supersede any conflicting terms in the parties' collective bargaining agreements. All other terms of the parties' collective bargaining agreements shall remain in full force and effect.

**A. WORK DAY/WORK YEAR**

1. Unless ordered to close by the state or local government or a Mashpee school is required to close because of health and safety reasons or because the Superintendent calls an emergency closure day, all members of Units A, B, and C will be expected to work from their classrooms/offices. All safety measures are expected to be followed. Any employee who wants/needs a leave of absence or accommodations is expected to contact the Superintendent. Best efforts will be made to accommodate such requests in accordance with District policies and relevant laws.
2. All members of Units A, B, and C must exit the school building within 90 minutes after the end of the work day, unless granted advance permission by the principal.

**B. SAFETY AND CLEANING PRACTICES/PROTOCOLS**

1. All members will follow safety protocols--frequent hand-washing/hand sanitizing, wearing a mask per School Committee policy EBCFA, unless alone in the member's office/classroom, while eating or drinking, or during a scheduled mask break with students, and adhering to 3-foot social distancing requirements with colleagues. The district will ensure that all safety measures are in place and that each staff member has been provided with the appropriate PPE (personal protection equipment), including any additional PPE/furnishings required when working with high needs students.
2. The practices/protocols listed in the Facilities Safety Plan linked here are in effect.
3. Building HVAC systems:
  - All buildings have mechanical ventilation; the controls have been overridden to increase the percentage of fresh air to 100%.
  - All HVAC units have been inspected and cleaned; filters have been upgraded to MERV 13 filters; cleaning of each unit and filter changes will take place quarterly.
  - CO2 testing will be done within six weeks of the date of execution of this MOA in all occupied classrooms and offices. Levels will be maintained at 600 ppm (to a maximum of 800 ppm).
4. Members are expected to report all facility concerns directly and immediately to his/her building principal. The Superintendent, Assistant Superintendent, MTA President, and MTA Vice President will meet monthly to review

the staff and student health and safety protocols/practices in place at each school and to review the cleaning/disinfecting practices/protocols in place at each school.

5. All students will be offered a mask break during each class period at MMHS in addition to lunch. In the elementary grades, mask breaks will be offered on a regular schedule such as snack time, recess, and lunch. Any time that a mask break is taken inside a classroom, all students must remain at least 3 feet apart and are expected to refrain from talking. Members agree to follow all safety procedures and guidelines during mask breaks. The building principal may also provide input on the scheduling of mask breaks.

### **C. ABSENCES/LEAVES/ILLNESS**

1. If a member has been identified as a close contact in the school setting and is required to quarantine or isolate--see MPS Close contact/Quarantine Protocols for SY 21-22, the member will not be charged his/her accrued sick leave during their absence from school. The length of the member's required absence from school will be determined by the member's health care provider, Board of Health, and/or District COVID-19 Health Coordinator Stacey Schakel--following DPH/CDC guidelines.
2. Prior to reporting to work each day, all members will self-assess their health/wellness using the 21- 22 Employee Daily Health-Wellness-Safety Self-Assessment.
3. A Member's absences due to a required COVID-19 quarantine shall be excluded in determining if a member has reached the 10-day threshold of sick days used in a contract year--per Article XIII, Section 2 of the CBA.

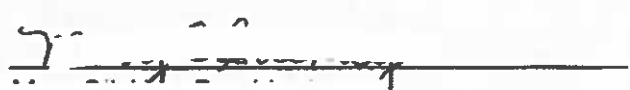
### **D. GENERAL ITEMS**

1. If the need arises due to COVID-19, the payment of stipends for the coaching positions and co-curricular activities listed in the Unit A collective bargaining agreement will be determined individually based on whether the role can be fully executed as intended. Determinations will be made by the District with input from the Association.
2. This agreement shall not be modified except for in writing and by mutual agreement and consent of both parties. The parties agree to revisit relevant sections of this MOA if state guidance changes.
3. The parties recognize that these are unusual circumstances and an evolving situation. Therefore, this agreement shall not be used as evidence of precedent or past practice.

Mashpee Public Schools--School Committee

Mashpee Teachers' Association

  
Dated: 9/22/21

  
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**MASHPEE PUBLIC SCHOOLS  
FACILITIES SAFETY PLAN for SY 21-22  
COVID-19 Related Cleaning/Disinfecting Practices/Protocols  
September 16, 2021**

1. All classrooms, office spaces, bathrooms (student/staff), water-bottle refill stations, stair railings, interior and exterior door knobs/handles, and common areas at each school will be cleaned and disinfected nightly by a 2nd shift custodian.
2. All frequently touched areas within the common areas, student bathrooms, and staff bathrooms at each school will be wiped down once with a cleaner/disinfectant by a 1st shift custodian.
3. All Coombs School and Quashnet School cafeteria tables utilized by the Mashpee Recreation Department's morning child care program will be wiped down with a cleaner/disinfectant by a 1st shift custodian by 9:30 AM each day.
4. Immediately after student breakfast is served at each school and also immediately after each student school lunch block has ended, the assigned desks/tables at which students ate will be wiped down with a cleaner/disinfectant by the cafeteria staff.
5. All staff lounges will be equipped with paper towels, hand sanitizer, and desk/table-cleaning wipes.
6. If a staff or student bathroom surface area is visibly soiled, the area will be cleaned/disinfected promptly.
7. Coombs Preschool classroom 131 houses an AM and PM program. The desks will be cleaned and disinfected by a 1st shift custodian during the 45-minute block between programs. The teacher will leave the classroom during the cleaning/disinfecting process.
8. All classrooms will be equipped with hand-sanitizer, paper towels, a medium to large-sized trash can for student use, tissues, desk-cleaning wipes, and a spray bottle of disinfectant. All offices will be equipped with hand-sanitizer, paper towels, a trash can, desk-cleaning wipes, and a spray bottle of disinfectant.
9. All MIA cleaning and disinfecting protocols, practices, and guidance will be followed by a custodian if an employee or student is presumed sick due to COVID-19.
10. All areas of each school's health office, including bathrooms, will be cleaned and disinfected daily at the end of each school day, not the following morning. The nurse will continue to contact the 1st shift custodian via walkie-talkie for additional non-COVID related illness/cleaning custodial needs as these incidents do not occur on a set schedule.
11. The HVAC system in each school building has mechanical ventilation and the controls have been overridden to increase the percentage of fresh air to 100%. All HVAC units have been inspected and cleaned; filters have been upgraded to MERV 13 filters. The cleaning of each unit and filter changes will take place quarterly. CO2 testing will be done in occupied classrooms and offices. Levels will be maintained at 600 ppm (to a maximum of 800 ppm).
12. All HVAC systems, including blowers, will be operating at least one hour before the start of the employee work day at each school and will remain on for 90 minutes after the end of the employee work day at each school.
13. In order to increase the flow of fresh air into the school buildings, first shift custodians will open all common area/hallway windows prior to the arrival of the school staff each day. If the exterior temperature is above 60 degrees, the windows will be opened fully. If the exterior temperature is between 40 degrees and 60 degrees, the windows will be opened half way. If the exterior temperature is below 40 degrees, the windows will remain closed. If we are experiencing heavy rain, this expectation may be adjusted. A custodian on the 2nd shift will close all the common area/hallway windows each day after the school staff has left.
14. All DPW employees will wear a mask while working in a school setting when staff and students are present.

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Secretary  
Mashpee Teachers' Association

Date

9/22/21

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Mashpee Public Schools

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# MASHPEE PUBLIC SCHOOLS

## Employee Daily Health-Wellness-Safety Self-Assessment

### School Year 2021-2022

(September 16, 2021)

We are asking all employees to complete this health/wellness/safety self-assessment daily. In an effort to observe critical safety measures, we are taking an abundance of caution to be sure you, your family, and co-workers are safe. Please assess yourself (at home) by using the following checklist to determine if you should report to work. If your answer is "YES" to any of the following bulleted items, please notify MPS District COVID-19 Health Coordinator Stacey Schakel immediately for guidance and support. If you can answer "NO" to ALL of the following bulleted items, no further action is needed. This document is for the employee's reference only.

- I am experiencing one or more of the COVID-19 symptoms listed below--not attributable to another condition.
  - a. Fever (100.0 F or higher)
  - b. Loss of taste or smell
  - c. Shortness of breath or difficulty breathing
  - d. Headache (\*new onset/not related to chronic health condition)
  - e. Cough
  - f. Sore throat
  - g. Chills
  - h. Fatigue
  - i. Muscle pain or aches
  - j. Nausea, vomiting, or diarrhea
  - k. New onset of runny nose, congestion, or stuffy nose (not currently being treated/managed/previously diagnosed by a healthcare provider)
- I am awaiting the results of my own COVID-19 PCR test.
- I or a member of my household has tested positive for COVID-19 and is currently isolating.
- I have been identified as a close contact unrelated to my employment with the Mashpee Public Schools.
- I have been advised by a healthcare provider or by a public health agency to self-quarantine.
- I have been placed in a "MPS School Quarantine."
- I have been placed in a "MPS Isolation."
- I have traveled outside of the country in the past 14 days.

If any symptoms listed in the first bullet manifest while I am at work, or if I learn about a situation described in a subsequent bullet while I am at work, I will notify MPS District COVID-19 Health Coordinator Stacey Schakel immediately for guidance and support. If it is safe for me to leave the premises on my own, then I will do so without delay. Otherwise, arrangements will be made for my safe departure.

N/S MS

# **MASHPEE PUBLIC SCHOOLS**

## **Close Contact/Quarantine Protocols for School Year 21-22**

**(8/19/21--DESE/DPH Guidance)**

### **DEFINITION OF A CLOSE CONTACT**

Close contacts are defined as individuals who have been within 6 feet of a COVID-19 positive individual while indoors, for at least 15 minutes during a 24-hour period. Please note that the at-risk exposure time begins 48 hours prior to symptom onset (or time of positive test if asymptomatic) and continues until the time the COVID-19 positive individual is isolated.

In general, close contacts should follow the testing and quarantine response protocols in Section 2 of this document. However, certain close contacts are exempted from testing and quarantine response protocols as noted below.

### **The following close contacts are EXEMPT from testing and quarantine response protocols:**

- Asymptomatic, fully vaccinated close contacts: Individuals who are asymptomatic and fully vaccinated are exempt from testing and quarantine response protocols. Fully vaccinated individuals who are identified as a close contact in a household are advised to test days 3-5 and remain masked indoors while awaiting test results.
- Classroom close contacts: An individual who is exposed to a COVID-19 positive individual in the classroom while both individuals were masked, so long as the individuals were spaced at least 3 feet apart, is exempt from testing and quarantine response protocols.
- Bus close contacts: Individuals on buses must be masked according to federal requirements. As such, individuals who are masked on buses when windows are open are exempt from testing and quarantine response protocols.
- Close contacts who have had COVID-19 within the past 90 days: An individual who has been previously diagnosed with COVID-19 and then becomes a close contact of someone with COVID-19 is exempt from testing and quarantine response protocols if:
  - The exposure occurred within 90 days of the onset of their own illness, AND
  - The exposed individual is recovered and remains without COVID-19 symptoms.

### **SECTION 2: RECOMMENDED TESTING AND QUARANTINE RESPONSE PROTOCOLS:**

This section outlines testing and quarantine response protocols for students and staff:

- (Protocol A) Who test positive for COVID-19; or
- (Protocol B) Who are asymptomatic close contacts and are not exempt from testing and quarantine response protocols--as described above; or
- (Protocol C) Who are symptomatic individuals.

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Each scenario outlines the duration of any recommended quarantine or isolation, the conditions to be met in order for the individual to return to school, and any additional considerations.

**Overview of Protocol Categories:**

- Protocol A: For individuals who test positive for COVID-19
- Protocol B: Protocol for asymptomatic school identified close contacts
- Protocol C: Protocol for symptomatic individuals

**PROTOCOL A: For individuals who test positive for COVID-19**

**Duration:** Self-isolation for COVID-19 positive cases is a minimum of 10 days after symptom onset or after positive PCR or antigen test, if asymptomatic.

**Return to school:** After 10 days and once individual has:

- Been without fever for 24 hours (without taking fever-reducing medications);  
And
- Experienced improvement in other symptoms.

Individuals who do not meet these criteria after 10 days may receive clearance from either public health authority contact tracers (the local board of health or Community Tracing Collaborative) or medical health care provider before returning to school.

Note: Return to school should be based on time and symptom resolution. Repeat testing prior to return is not recommended.

**PROTOCOL B: For asymptomatic close contacts who are not exempt from testing and quarantine response protocols**

NOTE: All asymptomatic, fully vaccinated individuals are exempt from close contact testing and quarantine response protocols and therefore do not need to follow Protocol B.

However, fully vaccinated individuals are expected to monitor for symptoms and stay home and get tested (PCR) if they experience symptoms, in alignment with statewide guidance and Protocol C.

In some cases, individuals may be asked to follow specific testing and quarantine response protocols (including durations for quarantine/isolation) provided by contact tracers or local health officials which may differ from the recommended protocols below.

**Protocol B for asymptomatic school identified close contacts who are not exempt from testing and quarantine response protocols:**

**Protocol B-1: Test-and-Stay**

Duration of Test-and-Stay: 7 days from the date of school identified exposure \* MUST have signed consent PRIOR to being eligible for this option.

Return to School: Close contacts can remain in school and do not have to quarantine, as long as they:

- Are asymptomatic and remain asymptomatic.

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- Wear masks in school at all times (inside and outside), other than when eating or drinking. When these individuals cannot be masked (i.e., when eating or drinking) they should maintain 3 feet of distance from other individuals to the extent feasible.
- Take a rapid antigen test (e.g., BinaxNOW) on each school day and receive a negative result.

When the 7 days from date of exposure includes weekends or holidays, individuals should quarantine on weekends, and if they remain asymptomatic, upon return to school be tested immediately. If the individual remains negative, they can stay in school.

For school sponsored events and sports that take place on non-school days, testing will still be required on those days to participate. \* MUST have signed consent PRIOR to being eligible for this option.

- Conduct active monitoring for symptoms through day 14, and self-isolate at home if symptoms develop.

• Note: If an individual has symptoms at the time they are designated as a close contact or develops symptoms during the Test and Stay period or the 14 days following initial exposure, they should follow the protocol for symptomatic individuals (Protocol C). If an individual tests positive at any time, they should follow the protocol for individuals who test positive for COVID-19 (Protocol A).

**Protocol B-2: Traditional protocol will be followed if a student or staff member is identified as a close contact outside of the school setting or if a family or adult individual chooses NOT to participate in the Test-and-Stay program and is identified as a school close contact . \*Signed consent MUST to be on file PRIOR to student/staff member being identified as a close contact in school in order to participate in the Test-and-Stay program:**

- Duration: Quarantine is at least 7 days from the date of exposure
- Return to School: After 7 days, returning on day 8, provided that they:
- Remain asymptomatic
- Receive a COVID test (PCR) on day 5 or later and receive a negative result \* Day five is identified as the fifth day of last exposure when an individual was able to completely quarantine from the positive individual.
- Conduct active monitoring for symptoms through day 14, and self-isolate if symptoms develop.

• Note: If an individual has symptoms at the time they are designated as a close contact or within the 14 days following initial exposure, they follow the protocol for symptomatic individuals (Protocol C). If an individual tests positive at any time, they follow the protocol for individuals who test positive for COVID-19 (Protocol A).

**Protocol B-3: Alternate protocol for those close contacts who choose NOT to receive a COVID test, or if a school close contact participate in the Test-and-Stay program, or are identified as a close contact outside of the school setting as noted above:**

- Duration: Quarantine is at least 10 days from the date of exposure

- **Return to School:** After 10 days, returning on day 11, provided that the individual:
  - Has not experienced symptoms up to this point and
  - Conducts active monitoring for symptoms through day 14 and self-isolates if symptoms develop.
- **Note:** If an individual has symptoms at the time they are designated as a close contact or within the 14 days following initial exposure, they follow the protocol for symptomatic individuals (Protocol C). If an individual tests positive at any time, they follow the protocol for individuals who test positive for COVID-19 (Protocol A).

**PROTOCOL C: For vaccinated and non-vaccinated individuals who experience the COVID-19 symptoms listed in Section 1 applicable to their status.**

**Protocol C-1: For symptomatic individuals**

- Return to school post-symptoms with negative PCR test day or differential diagnosis
- Duration: Dependent on symptom resolution
- **Return to School:** Individual may return to school if he/she has:

(a) Received a negative PCR test result for COVID-19.

**Note:** So long as the individual is not a close contact, if a medical professional makes an alternative diagnosis for the COVID-19-like symptoms, the individual may use this recommendation (e.g., for influenza or strep pharyngitis) in lieu of a PCR test.

(b) Has improvement in symptoms

(c) Has been without fever for at least 24 hours without the use of fever-reducing medications.

- **Note:** If the symptomatic individual was a close contact who is not exempt from testing and quarantine response protocols, after symptoms resolve and they receive a negative PCR test, they should follow Protocol B-1 for Test-and-Stay and non-school close contact quarantine.

If Test-and-Stay is not available or the family or adult individual opts not to participate, they follow Protocol B-2 or B-3.

**Protocol C-2: Alternative protocol for symptomatic individuals who are not close contacts and choose not to receive a COVID test to return to school**

- Duration: Isolation is at least 10 days from symptom onset
- **Return to School:** After 10 days, returning on day 11, assuming the individual:
  - (a) Has improvement in symptoms, and
  - (b) Has been without fever for at least 24 hours without the use of fever-reducing medication.