

COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE
MIDDLEBOROUGH SCHOOL COMMITTEE
AND THE
MIDDLEBOROUGH EDUCATION ASSOCIATION



July 1, 2019 – June 30, 2022

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THE MIDDLEBOROUGH EDUCATION ASSOCIATION

ARTICLE I
RECOGNITION

- A. Subject to the terms and provisions hereinafter provided, and in accordance with the provisions of Chapter 150E of the General Laws of the Commonwealth of Massachusetts, the Committee recognizes the Association as the exclusive bargaining agent with respect to wages, hours, standards of productivity and performance, and conditions of employment for the following professional employees of the Committee: All classroom teachers and special area teachers, Guidance Counselors, Adjustment Counselors, School Psychologists and Speech Therapists, teachers also performing functions as Department Heads, librarians, specialists and any leave replacement staff who are employed for at least 90 consecutive school days and who are either licensed in the field and level in which they are working or serving under an approved waiver from the Department of Education.

To be eligible for employment as a teacher in the bargaining unit, a teacher must have been granted by the Department of Education, at minimum, a Provisional License appropriate for the field and level in which the teacher will be working or serving under an approved waiver from the Department of Education.

Excluded from recognition in this Collective Bargaining Agreement are Educational support personnel, day to day substitutes, leave replacement substitutes who are employed for less than 90 consecutive days, and leave replacement substitutes who are either not certified in the field and level in which they are working or not serving under an approved waiver from the Department of Education, administrators and other employees of the School Committee.

If a teacher is hired as a leave replacement substitute for less than 90 consecutive days and his/her employment as a leave replacement substitute extends beyond 90 consecutive days, the terms of the contract will apply on a retroactive basis, provided the teacher is either licensed in the field and level in which he/she is working or serving under an approved waiver from the Department of Education.

- B. The professional employees represented by the Association as aforesaid are the members of the professional staff covered by this Agreement and will be hereinafter referred to as "teachers" or "professional employees". The provisions of this Article are intended only to describe the professional employees covered by this Agreement and not any particular work, and all reference to teachers shall be deemed to include male and female employees as the case may be.

- C. Unless another employee organization shall have been designated as the exclusive representative of the teachers, the Committee agrees that so long as this Agreement shall continue in effect it will not recognize any organization other than the Association for the purposes specified in Section A.
- D. Except as otherwise specifically provided in the Agreement and except when the Association is notified in writing, the Committee designates the Superintendent of Schools as the agent of the Committee with respect to all matters pertaining to the administration of the provisions of this Agreement.
- E. Nothing in this Agreement shall limit or in any way restrict the right of the Committee to include employees employed by the Committee who are not in the bargaining unit in the benefits as provided in this Agreement on a different basis than for employees in the bargaining unit.
- F. Part-time professional employees will receive all the benefits of this Agreement on a pro-rata basis. This will include all present employees who, prior to the effective date of this Agreement, were considered part-time.

ARTICLE II
GRIEVANCE PROCEDURE

A. **Definition**

A "Grievance" is defined as a complaint by a teacher or a group of teachers that as to the complainant there has been a violation, misinterpretation or inequitable application of the provisions of this Agreement. References hereafter made to a "teacher" shall include a group of teachers.

B. **Purpose**

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to any problems which may from time to time arise in the application of this Agreement. Both parties agree that proceedings hereunder will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. **Procedure**

1. **Informal Procedure**

The aggrieved teacher shall discuss a problem with his building principal or with any superior administrator, but not with the Committee unless the Association shall have been notified prior to such meeting of the date and time thereof and the nature of the matters to be discussed. If the problem is not disposed of to the teacher's satisfaction within ten (10) school days after he has initiated discussion and if it involves an alleged violation, misinterpretation or inequitable application

of the provisions of this Agreement so as to constitute a grievance, he may proceed with the formal Procedure under this Article.

2. **Formal Procedure**

2.1 **Level One**

The teacher and a representative of the Association shall present a written statement of the grievance to the teacher's building principal. Such principal, the teacher and a representative of the Association shall meet within five (5) school days thereafter in an effort to settle the grievance. In those cases, the written statement of the grievance shall be presented not later than the twenty-fifth (25th) school day next following such occurrence, or the date when the grievant should have known of the occurrence which gave rise to the grievance. If the occurrence giving rise to the grievance or the date when the grievant should have known of such occurrence takes place within five (5) days of the close of schools in June, the written statement of the grievance shall be presented not later than the close of business on the tenth (10th) school day of the first term. The Principal shall provide a written response to the grievance within five (5) school days next following the Level One meeting.

2.2 **Level Two**

If the grievance shall not have been disposed of under Level One to the teacher's satisfaction and the teacher and the Association shall have determined to proceed further, the teacher and a representative of the Association shall, not later than five (5) school days next following receipt of the written response, or if no response was provided, no later than fifteen (15) school days after the written statement under Level One was presented, present a written statement of the grievance to the Superintendent who shall meet with the teacher and a representative of the Association within five (5) school days thereafter in an effort to settle the grievance. The Superintendent shall provide a written response to the grievance within five (5) school days next following the Level Two meeting.

2.3 **Level Three**

If the grievance shall not have been disposed of under Level Two to the teacher's satisfaction, and the teacher and the Association shall have determined to proceed further, the Association shall, not later than five (5) school days next following receipt of the Level Two response, or if no response was provided, not later than fifteen (15) school days after the written statement under Level Two was presented, present a written statement of the grievance to the Committee which shall meet with the

teacher and representatives of the Association within fifteen (15) school days thereafter in an effort to settle the grievance. In the case where the Level III meeting is scheduled on the same day as a School Committee meeting, the Level III grievance meeting shall be held before the School Committee meeting. Since the School Committee is not the entity involved in the dismissal of teachers, Section 2.3 shall not be applicable to cases involving the dismissal of teachers. The dismissal of teachers and any avenues of review shall be governed by Section 42 of Chapter 71 of the Massachusetts General Laws.

The Committee shall provide a written response to the grievance within five (5) school days next following the Level Three meeting.

- 2.4 The parties to this Agreement hereby incorporate Section 42 of Chapter 71 of the Massachusetts General Laws as follows:

A principal may dismiss or demote any teacher or other person assigned full-time to the school, subject to the review and approval of the superintendent; and subject to the provisions of this section, the superintendent may dismiss any employee of the school district. In the case of an employee whose duties require him to be assigned to more than one school, and in the case of teachers who teach in more than one school, those persons shall be considered to be under the supervision of the superintendent for all decisions relating to dismissal or demotion for cause.

A teacher who has been teaching in a school system for at least ninety calendar days shall not be dismissed unless he has been furnished with written notice of intent to dismiss and with an explanation of the grounds for dismissal in sufficient detail to permit the teacher to respond and documents relating to the grounds for dismissal, and, if he so requests, has been given a reasonable opportunity within ten school days after receiving such written notice to review the decision with the principal or the superintendent, as the case may be, and to present information pertaining to the bases for the decision and to the teacher's status. The teacher receiving such notice may be represented by an attorney or other representative at such a meeting with the principal or superintendent. Teachers without professional teacher status shall otherwise be deemed employees at will.

A teacher with professional teacher status, pursuant to section forty-one, shall not be dismissed except for inefficiency, incompetence, incapacity, conduct unbecoming a teacher, insubordination, or failure on the part of the teacher to satisfy teacher performance standards developed pursuant to section thirty-eight of this chapter, or other just cause.

A teacher with professional teacher status may seek review of a dismissal decision within thirty days after receiving notice of his dismissal by filing a petition for arbitration with the commissioner. The commissioner shall forward to the parties a list of three arbitrators provided by the American Arbitration Association. Each person on the list shall be accredited by the National Academy of Arbitrators. The parties each shall have the right to strike one of the three arbitrators' names if they are unable to agree upon a single arbitrator from among the three. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association to be consistent with the provisions of this section. The board of education shall determine the process for selecting arbitrators for the pool. The fee for the arbitrator shall be split equally between the two parties involved in the arbitration.

At the arbitral hearing, the teacher and the school district may be represented by an attorney or other representative, present evidence, and call witnesses and the school district shall have the burden of proof. In determining whether the district has proven grounds for dismissal consistent with this section, the arbitrator shall consider the best interests of the pupils in the district and the need for elevation of performance standards.

The arbitrator's decision shall be issued within one month from the completion of the arbitral hearing, unless all parties involved agree otherwise, and shall contain a detailed statement of the reasons for the decision. Upon a finding that the dismissal was improper under the standards set forth in this section, the arbitrator may award back pay, benefits, reinstatement, and any other appropriate non-financial relief or any combination thereof. Under no circumstances shall the arbitrator award punitive, consequential, or nominal damages, or compensatory damages other than back pay, benefits, or reinstatement. In the event the teacher is reinstated, the period between the dismissal and reinstatement shall be considered to be time served for purposes of employment. The arbitral decision shall be subject to judicial review as provided in chapter one hundred and fifty C. With the exception of other remedies provided by statute, the remedies provided hereunder shall be the exclusive remedies available to teachers for wrongful termination. The rules governing this arbitration procedure shall be the rules of the American Arbitration Association as pertains to arbitration.

Neither this section nor section forty-one shall affect the right of a superintendent to lay off teachers pursuant to reductions in force or reorganization resulting from declining enrollment or other budgetary reasons. No teacher with professional teacher status shall be laid off pursuant to a reduction in force or reorganization if there is a teacher without such status for whose position the covered employee is currently

certified. No teacher with such status shall be displaced by a more senior teacher with such status in accordance with the terms of a collective bargaining agreement or otherwise unless the more senior teacher is currently qualified pursuant to section thirty-eight G for the junior teacher's position.

3. **Provisions Applicable to Grievance at Levels One, Two and Three**

- 3.1 Each written statement of a grievance shall include (1) a concise statement of the facts constituting the grievance, (2) a reference to the applicable provision(s) of this Agreement and (3) the date upon which the act or omission giving rise to the grievance occurred and, if applicable, the later date upon which the teacher first learned or should have learned of the occurrence. Each statement under Level Two or Three shall be signed on behalf of the Association by its president or a vice president or the chairman or vice chairman of the PR&R Committee.
- 3.2 Determinations of grievance shall be in writing, shall include a statement of the reasons therefore and shall be transmitted promptly to the aggrieved teacher, to the Chairman of the PR&R Committee and to the Committee.
- 3.3 Failure by the person to whom presented to make a determination with respect to a grievance by the tenth (10th) school day after presentation shall be deemed a denial of the grievance.
- 3.4 Failure to present a proper written statement within the applicable time limit shall be deemed a waiver of the grievance.
- 3.5 Time for meetings to discuss grievances shall be scheduled outside of the school day unless in the judgment of the Superintendent, in the case of a Level Two proceeding, or of the Committee, in the case of a Level Three proceeding, a meeting during the school day is desirable to facilitate the production of appropriate information. Attendance by teachers and by Association representatives at grievance meetings held during the school day shall constitute authorized absence without loss of pay.
- 3.6 At the request of the PR&R Committee after a teacher has discussed a grievance with it, the Committee will make available to the PR&R Committee such documents and data as the Committee may possess which pertain to the grievance and which are public records.
- 3.7 Forms for presenting grievances and other necessary documents will be jointly prepared by the Superintendent and the Association and given the appropriate distribution.

4. **Records**

While both parties may maintain files of grievances and the disposition thereof, the Committee shall not make any entry or file any paper in the personnel file of any teacher involved in a grievance except as may be required to implement the disposition thereof.

5. **Reprisals**

No reprisal of any kind shall be taken by any party hereto against any person who participates in any way in any grievance proceeding by reason of such participation.

ARTICLE III
ARBITRATION

- A. If a grievance involving the interpretation or application of any provision of this Agreement shall not have been disposed of under Level Three of the grievance procedure to the satisfaction of the teacher and the Association, the Association may, not later than five (5) school days next following receipt of the Level Three response, or if no response was provided, not later than fifteen (15) school days next following the presentation of the grievance under Level Three, initiate arbitration of the grievance by giving written notice to the Superintendent of desire for arbitration. The only exception to this paragraph is the issue of teacher dismissals. The review process available to teachers who have been dismissed shall be that provided in Massachusetts General Laws, Chapter 71, Section 42.
- B. The Committee and the Association, acting through its PR&R Committee, shall then endeavor to agree upon a mutually acceptable arbitrator and obtain a commitment from said Arbitrator to serve. If an arbitrator willing to serve has not thus been selected within ten (10) school days after such written notice has been given, either the Committee or the Association may request the American Arbitration Association for a panel of arbitrators. The Voluntary Labor Arbitration Rules of the American Arbitration Association shall, except as specifically provided otherwise in this Agreement, govern the selection of the arbitrator and the conduct of the arbitration proceedings.
- C. The Arbitrator shall render a decision in writing and mail copies of the same simultaneously to the Committee and the Association not later than twenty (20) days from the date of the close of the hearings or, if oral hearings have been waived, from the date the final statements and proofs are submitted to him. The Arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which would modify, alter, add to or subtract from any of the terms of this Agreement. The decision of the Arbitrator shall be submitted to the Committee and to the Association, and, if within his jurisdiction and subject to law, shall be final and binding, provided that the Arbitrator shall not usurp the functions or powers of the Committee. The Committee shall effectuate the decision of the Arbitrator fifteen (15) days from the date of the receipt by it of the said decision unless it shall have filed within

such period any suit or action alleging that the decision of the Arbitrator was not within his jurisdiction or otherwise in violation of this section.

- D. The costs for the services of the Arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, will be borne equally by the Committee and the Association, but each party shall bear its own expenses for the presentation of its case.

ARTICLE IV **SALARY SCHEDULE**

The Salary Schedules set forth in Appendix A hereof, shall apply to the teachers covered by this Agreement as identified on each schedule. Each teacher shall be paid at the rate provided by the step of the Salary Schedule which appropriately reflects his/her years of teaching service in the Middleborough Public Schools, subject to the provisions of Article V. Each day of absence not authorized pursuant to or under any provisions of this Agreement, the salary of absent teachers shall be reduced by 1/184th of the annual salary payable to such teacher under the applicable schedule.

ARTICLE V **APPLICATION OF THE SALARY SCHEDULE**

- A. Placement on the salary scale will be at the Superintendent's discretion with the following guidelines
1. Credit will be granted for all work experience as a licensed teacher in Massachusetts Public Schools. An exception may be made in the case of leave replacements of 90 consecutive days or more who are licensed in the field and level in which they are working or serving under an approved waiver. In such case, placement on the salary scale need not exceed that of the teacher on leave.
 2. The Superintendent, at his/her discretion, may also grant credit for public school teaching experience in another state, non-public school teaching experience and/or work experience in government, business or industry. Out of state licensed candidates who apply for a temporary license (with a valid equivalent license and three years of experience under such license) will be granted one year to complete the requirements for a Massachusetts license.
 3. Credit for prior employment shall be computed on the basis that employment continuing over more than six (6) months in any one (1) calendar year or more than five (5) months in any one (1) academic year as the case may be, shall be deemed one (1) year of employment, but this computation shall not apply to more than one (1) of the calendar years or academic years, as the case may be, or prior employment offered by a newly employed teacher for credit.

4. To be eligible for credit, prior employment must have been performed after the teacher earned a bachelor's degree from an institution accredited as provided in D.1 except in critical areas as may be determined by the Superintendent.
- B. Salaries shall be paid in twenty-six (26) installments in arrears on every other Thursday commencing with the second Thursday after Labor Day in each year. Upon the request in writing of any teacher delivered to the Superintendent on or before June 1, the installments payable in the next following July and August shall be paid on the last workday of the teacher. If the amount of said last check is in error because of an unauthorized absence of a teacher not reflected in the amount of said check, the final payment will be withheld to the next regular payday. A teacher, who exercises his/her option to receive salary in twenty-one (21) installments, shall be paid in such manner; provided such option is exercised in writing to the Superintendent in June immediately preceding the school year in which said payments are to be made; and, provided, further, that such payments are made pursuant to Chapter 41, Section 56, of the Massachusetts General Laws. If the teacher has not completed final year end duties to the satisfaction of the Principal, final payment will be withheld. Said final duties will be consistent with the established practice. The Nurse's salary shall be payable bi-weekly throughout the year. Summer pay may be taken in one lump sum at the option of the nurse.
- C. Teachers not at the maximum step on the schedule applicable to them, will normally advance in annual increments for each year of full-time employment in an academic year being considered employment for such year. The Superintendent may withhold annual increments in any case of service below a satisfactory level as determined by evaluations made under A.3 of Article X hereof.
- D. In determining the schedule to apply to a particular teacher upon initial employment, the Superintendent shall:
1. accept a bachelor's or master's degree earned from an institution accredited by an accrediting association which is a member of the Federation of Regional Accrediting Commissioners of Higher Education, or by the National Council for Teacher Education, and
 2. accept semester hours for courses successfully completed in an institution accredited as provided in D.1, or deemed by the Superintendent to be substantially similar in subject matter to an approved course.
- E. Any teacher receiving graduate credits which entitle him/her to receive a salary based upon another schedule while employed by the district, shall be compensated at the rate provided by said other salary schedule provided that the teacher meets the following criteria:
1. The teacher has applied in writing for the change no later than September 1 or January 1 for a 'lane change' occurring on the following January 1 or September 1, respectively.
 2. The teacher has provided proof of such graduate credits prior to the 'lane change.'

3. Courses taken while employed by the district have been approved by the Superintendent prior to taking the course. Course approval for purpose of lane changes must be obtained whether or not the teacher is seeking reimbursement as detailed in section F.

- F. Teachers shall be reimbursed for tuition and fees for credit-bearing course(s) subject to prior approval of the Superintendent. Full reimbursement shall be eleven hundred dollars (\$1,100) in the first year of the contract, twelve hundred dollars (\$1,200) in the second year of the contract and thirteen hundred (\$1,300) in the third year of the contract, maximum per teacher per year with an annual District-wide maximum of \$39,933 in the first year of the contract, \$43,366 in the second year of the contract, and \$46,800 in the third year of the contract. If the total tuition exceeds district-wide maximum for that year, individual tuition reimbursement shall be paid on a prorated basis. A teacher must attain a grade of B minus or better or a passing grade, if graded on a "pass-fail" basis, to qualify for reimbursement of tuition and fees. A nurse who voluntarily pursues professional development through conferences and/or workshops outside the school day shall be reimbursed for the cost of the activity, provided she receives advance approval from the Coordinator of Nursing and the Principal, but the nurse shall not be compensated for time she spends at the conference or workshop. Such approval will not be unreasonably withheld.
- G. Co-Curricular positions are annual appointments. The stipends set forth in the Schedule of Stipends for Co-Curricular activities, apply to all persons who voluntarily accept employment in Co-Curricular activities. Once an employee has accepted a Co-Curricular position, the duties of the position will not be voluntary for the term of the appointment. Except as to the stipends, manner and consequence of appointment, as set forth above, all other matters dealing with Co-Curricular activities are not subject to the Grievance and Arbitration procedures of this Agreement.

ARTICLE VI **TEACHING HOURS AND ASSIGNMENTS**

A. Definitions

1. "School day" shall mean the period during each day on which pupils are required to attend school commencing with the time by which pupils must be present and ending with the time of general pupil dismissal. For schools operating on a single-session schedule the school day shall include recess and lunch periods and the like; for schools operating on a two-session schedule the school day shall include recess periods but not the period between the sessions.
2. "Teacher day" shall mean the period during each day during which teachers are required pursuant to this Agreement to be present in a school.
3. "School year" shall mean the number of school days in each twelve month period. On or before May 1 of each year the Committee shall make available to all school

employees a copy of the School Calendar for the forthcoming year. If emergency circumstances require changes in the school calendar, all school employees will be notified as soon as possible.

B. School Day and Year

1. The length of the school day and of the school year, starting and ending time of the school day, starting and ending days of the school year, and whether a school or schools shall operate on a single or multi-session basis are matters entirely within the discretion of the Committee exercised under and pursuant to applicable provisions of law and to regulations of state agencies having jurisdiction. The decisions of the School Committee under this section shall not be subject to the Grievance and Arbitration procedures in this Agreement except to the extent such decisions have been specifically limited by any other portions of Article VI.
2. The work year for the Coordinator of Nursing shall be one hundred eighty-four (184) days. Additional days in excess of one hundred eighty-four (184) days required by administrative directive will be paid at the Coordinator of Nursing's per diem rate. It is expected that the duties of Coordinator of Nursing will be fulfilled within the one hundred eighty-four (184) day work year without the need for additional time or compensation.
3. The time schedules for the School Day are subject to modification by the School Committee, provided, however, that no such modification will increase the length of the work day, the teacher instructional day or the teacher workload.

C. Teacher Day and Year

- 1.a. The "teacher work day" at the elementary level (Pre-K to 5) shall begin 20 minutes before the beginning of the student day and end 15 minutes after the end of the student day. As part of their professional responsibilities, all bargaining unit employees at the elementary level shall be available for homeroom coverage or scheduled meetings when the teacher workday begins. Such availability shall not be considered a duty under Section D.1 of Article VI. All staff shall continue to be involved in supervising the safe dismissal of students at the elementary level in accordance with the current practice, and such supervision shall not be considered a duty under D.1 of Article VI.

The 'teacher work day' at the Middle School level shall begin ten (10) minutes before the beginning of the student day and end thirty (30) minutes after the end of the student day. As part of their professional responsibilities, all bargaining unit employees at the Middle School shall be available for homeroom coverage or scheduled meetings when the teacher workday begins. Such availability shall not be considered a duty under Section D.1 of Article VI.

The “teacher work day” at the High School level shall begin ten (10) minutes before the beginning of the student day and end thirty (30) minutes after the end of the student day.

In no case shall the regular teacher day exceed seven (7) hours five (5) minutes in the elementary schools or eight (8) hours in the secondary schools. This time will be consecutive.

The current student day and teacher day schedule is as follows:

SCHOOL	TEACHER DAY BEGINS	STUDENT DAY BEGINS	STUDENT DAY ENDS	TEACHER DAY ENDS
Middleborough High School Grades 9-12	7:10 a.m.	7:20 a.m.	1:50 p.m.	2:20 p.m.
Nichols Middle School Grades 6-7-8	7:45 a.m.	7:55 a.m.	2:25 p.m.	2:55 p.m.
Burkland, Mary K. Goode, MECC, Grades K-5	8:30 a.m.	8:50 a.m.	3:20 p.m.	3:35 p.m.

- 1.b. The ‘teacher work day’ at the middle school level shall include the following: 5 academic classes- lunch- preparation period- extension period.

Teachers shall be entitled to a minimum of one preparation period per day of at least forty-five consecutive minutes. Preparation periods at all levels shall be specifically for individual teacher initiated purposes.

Each team will work out its academic class schedule, subject to the provisions of this Agreement.

- 1.c. At the High School, the schedule shall be either a “Block Schedule” or a “Traditional Period Schedule.” The Superintendent shall determine whether the high school shall have a block schedule or a traditional period schedule. There shall be at least sixty (60) calendar days written notice to the Association of change from one schedule to the other.

In the event that the Superintendent decides to return to a traditional period schedule, as determined by the Superintendent, said schedule shall have instructional time not to exceed 235 minutes, plus a directed study as defined in section 1.d., below, per day.

Under the block schedule, the number of classroom periods per week shall be a total of twenty (20) or four (4) periods of eighty-six (86) minutes per day. The teachers will not be assigned more than three (3) blocks per day. Instructional time shall not exceed two hundred fifty-eight (258) minutes per day. There shall be no layoff during the term of this Agreement as a result of this block schedule. A Block Scheduling Committee shall be established made up of an equal number of representatives from the Association and the Administration to review and

make recommendations with respect to changes to block scheduling at the High School. The restrictive language set forth in this paragraph may be modified or eliminated and changes may be implemented by consensus of this Committee. No changes will be made without such consensus.

The Administration reserves the right to have or not have mid-year or final exams on an annual basis. Staff shall be notified by September 30 of each school year if mid-year and/or final examinations shall be required. In the event that there are mid-year exams (which shall be ninety (90) minutes to one hundred twenty (120) minutes in length), said exams shall be scheduled over four (4) days, one (1) being a regular school day. There shall be no more than two (2) exams per teacher per day (2 blocks or 2 double regular periods per day). Exams shall be scheduled between the regular beginning of the student day and noon. On exam days, teachers shall not be required to be present beyond ten (10) minutes before the beginning of exams or ten (10) minutes after exams, except on the regular school day. If final exams are scheduled, the same format shall apply. Bargaining unit members who do not give exams shall work the same schedule as those who do give exams, except during final exams for seniors.

A Committee shall be formed with equal representation of the Association and the Administration to research possible solutions to the present status of mid-year and/or final examinations. This committee will also research the need for a full day schedule on exam days.

- 1.d. Directed study shall be defined as the time for students to be engaged in educational tasks. The teacher shall monitor the students to ensure that they are pursuing these educational tasks. The teacher shall be available to offer tutorial assistance where necessary or appropriate. This is not an instructional period which places responsibilities on the teacher to teach, prepare or "follow-up" directed study periods. The Administration may assign teachers during "Directed Study" to team meetings, common planning time, educational laboratory setting, or duties.
2. Teachers may also be required to remain for up to one (1) hour beyond the teacher day on not more than three (3) days per month for staff meetings. No staff meetings will be scheduled during a week with another required staff activity, i.e. open house, parent-teacher conferences. These limitations shall also apply to teachers assigned to more than one (1) school. Nurses will be required to attend only 1 staff meeting per month.
3. Teachers may also be required to attend four (4) evening or late afternoon parent-teacher conferences and one (1) mandatory open house each school year. Nurses are not required to attend parent/teacher conference.
 - a. Each year, prior to the end of the school year, every school in the district will send a recommendation concerning the design and schedule of

parent/teacher conferences to the Superintendent for approval. The recommendations will be a joint decision of administration and faculty based on the needs of the school, the teachers, and the parents in an effort to increase parent participation.

- b. One voluntary administrative open house may be scheduled annually at all schools. Teachers may voluntarily opt to participate in this activity. Neither the Administration nor the Association will influence the decision of each teacher. Specialists shall be paid at the rate of \$35 per hour for attendance and participation at the open houses and parent/teacher conferences beyond one school day at the request of administration. Faculty meetings shall not be scheduled the same week as open house or parent/teacher conferences.
4. Teachers not regularly assigned to a particular school will work at their assigned tasks for at least the length of time required of teachers regularly assigned to a particular school. The starting and ending times for such teachers shall be established on an individual basis subject to the Superintendent's approval. The proper performance by such teachers of their duties may require on occasion that they work longer than the established working day. Supervisors of itinerant teachers will be clearly identified at the beginning of each school year. Schedules for itinerant teachers will be established at the beginning of each school year.
5. The instructional responsibilities of teachers include preparing teaching materials, giving help to individual pupils and conferring with parents, principals and other administrators. These responsibilities involve time outside of the teacher day and, in case of teachers not regularly assigned to continuous teaching duties, outside of scheduled teaching periods. Each teacher, in the exercise of his professional judgment, shall have the responsibility of arranging a schedule for the attending to these duties. In keeping with current trends in technology, if the district provides access to an electronic grade book, which will allow students and parents/guardians to access grading information on-line, teachers at the middle and high school are required to maintain student's grades for assignments on the electronic grade book provided and will be required to post current term grades two (2) times per grading period. Teachers are expected to update the assignment grades on a bi-weekly basis, but with greater flexibility for long term assignments, projects and major assessments.
6.
 - a. The teacher year shall be no more than 184 days. Exclusive of stipend positions, \$35 per hour shall be paid to a teacher for work outside the teacher's workday (i.e. curriculum development, NEASC accreditation, review of athletic physicals and inputting health data from athletic physicals). Performance of such work shall be subject to prior approval of the Superintendent.

- b. The work year for teachers may be scheduled to begin no earlier than the Monday prior to Labor Day.
 - c. The first work day for teachers will be scheduled to allow for set-up of classrooms to begin no later than 1:30.
 - d. Nurses, including the Nurse Leader, may work three additional days at the per diem rate during the fiscal year. The schedule of these extra days will be determined by the building principal in consultation with the nurse.
 - e. There will be no school on the day before Thanksgiving or on the day before Christmas.
7. A minimum of a 30 day notice of building staff meetings will be given whenever possible. If a unit member has a prior commitment such as a class at college or a doctor's appointment, the teacher will show proof to be excused from attending the meeting under the following conditions:
- i. If the notice is fewer than 10 days, a documented prior commitment would be excused
 - ii. If the notice is 11-30 days the teacher will ask the principal for permission to miss the meeting. It is understood that under this article, the principal cannot be unreasonable when denying a request.
 - iii. The principal may require a separate meeting to review the contents of the meeting that was missed.

D. Release Periods

- 1. Teachers regularly assigned to elementary schools shall be assigned to supervise students as a duty on a rotating basis based on teacher availability. The duties may include breakfast, lunch, recess or other equitable times based on the needs of the school. Elementary and kindergarten teachers shall not be assigned more than three (3) duties every ten (10) work days. Safe dismissal of students is not considered a duty for the purpose of this section.
- 2. If the schedules at the secondary level include unassigned teacher time, teachers may be assigned duties during these times on an equal rotating basis.
- 3. Teachers will have a duty-free lunch period of at least thirty (30) consecutive minutes.
- 4. Teachers not regularly assigned to a particular school shall be so scheduled as to have a thirty-minute duty free period for lunch exclusive of travel time.
- 5. Teachers regularly assigned to the high school will have a minimum of five (5) periods per week for the preparation of instructional materials or for the

performance of any other educationally related activities; whenever practicable, no more than two (2) such periods shall be assigned to any teacher in any one day and, in any event, no more than three (3) such periods shall be assigned to any teacher in any one day. In a block schedule, teachers shall have a minimum of one block of preparation time per day.

6. All teachers who work full time in the elementary schools shall be guaranteed a minimum of one (1) preparation period of 45 consecutive minutes each school day. Preparation time for part-time teachers will be pro-rated.
7. The District shall schedule six (6) early release days for the purpose of professional development. Two (2) early release days shall be designated for elementary teachers for focused professional development activities. Elementary teachers engaged in self-directed professional development during designated PD times shall notify their building principal of their intended area of focus for notification purposes only. In addition, at the elementary complex, two and one half (2 ½) hours will be scheduled by the Administration in a similar fashion to the scheduling of Professional Learning Community time. At the secondary school level, the six (6) days are District directed.
8. Each Senior High School Department Head, whenever practicable and when requested by such Department Head, shall be provided with a minimum of five (5) supervisory periods per week. Each Middle School Department Head having fewer than five (5) other teachers in his department shall be provided with one (1) supervisory period per week. Each Middle School Department Head having five or more other teachers in his department shall be provided with two (2) supervisory periods per week. In a block schedule a "period" shall mean a "block."
9. There shall be a protected band of instructional time of 90 consecutive minutes each day for math and English language arts at the elementary level. During such time student support services will be delivered in the classroom.

E. **Subject Matter Preparation**

Wherever possible, secondary school teachers assigned to subject matter instruction will not be required to teach more than two (2) subjects nor more than three (3) teaching preparations. Except as set forth in Article VI, Section C.1.a, there shall be no additional duties, no increase in instructional time and no decrease in unassigned time beyond that which was scheduled on October 31, 1997 and for the duration of this Agreement.

F. **Exceptions**

The parties agree that it is educationally desirable for the Administration to minimize instances where teachers lose a preparation period, provided by this Agreement, to cover for another teacher who is absent from an otherwise scheduled class. If it is necessary,

however, to cover a class with a teacher on an emergency basis, then the following shall apply:

1. At the secondary level, at each building, the Administration agrees to establish, at the beginning of each school year, a list of available volunteers by class period and department/discipline. Volunteers will be called by department/discipline, and then any other available volunteer, in rotation. If the volunteers refuse or there are no volunteers for that period, the Administration may assign, on a rotating basis, available teachers in the building to cover a class. Any teacher who volunteers or who is assigned to cover during his/her preparation period, shall be paid \$46.00 for high school, \$32.00 for middle school and \$24.50 for elementary schools for the period or any part thereof, during the school year.
2. On the elementary level, when a specialist is absent and a substitute is not provided during the school year, an elementary teacher will be paid twenty-four dollars and fifty cents (\$24.50) for covering the period of time or any part thereof, during which a specialist would normally be in the classroom.
3. Staff members who miss a scheduled preparation period under Section 1 or 2 above shall not be required to reschedule their preparation period at another time during the school day.

G. **Other Activities**

While participation by teachers in community and other meetings and conferences related to school matters is desirable in the promotion of good public education in Middleborough, participation by any teacher in any activity or at any meeting other than as may be specifically required elsewhere within this contract shall be at the option of each teacher in the exercise of his/her professional judgment.

ARTICLE VII
HEALTH AND SAFETY

A Health and Safety Committee shall be established as follows: Two (2) members appointed by the Committee, the Superintendent or his designee, and two (2) members appointed by the Association. Any complaints concerning health and safety, the work environment, including air quality, shall be brought to the attention of the Health and Safety Committee. The Health and Safety Committee shall investigate the complaint, including the application of the Tools for Schools Test Kit within fifteen (15) school days of the complaint. The report of the investigation shall be made to the School Committee, in writing, within forty (40) school days of the investigation.

ARTICLE VIII
TEACHER ASSIGNMENTS AND TRANSFERS

- A. All teachers will be notified of their programs for the coming school year, including the schools to which they will be assigned, the grades and/or subjects that they will teach, and any special or unusual classes that they will have as soon as practicable and not later than the last teacher day of the school year, provided that in the event of a change in circumstances during the months of June, July and August such programs may be changed as required to meet the situation. Where a new program differs from the old program, the notice shall be in writing. Such notice need not include any schedule of subject matter class meetings.
- B. In order to assure that pupils are taught by teachers working within their areas of competence, teachers will not be assigned, except temporarily and for cause, to subjects and/or grades or other classes outside the scope of their teaching certificates and/or their major or minor fields of study, provided that this paragraph shall not operate to prevent the assignment of a teacher with professional status to a subject or grade outside his field of study or certificate when necessary to provide an assignment for such teacher.
- C. In making changes in grade or subject assignment and in transferring teachers from one building to another, the wishes of the individual teacher will be honored to the extent that these are compatible with his qualifications, the instructional requirements of the new assignment and the recommendations of the principal or principals involved and do not conflict with the best interests of the schools and the public. A list of open positions in the schools for the school year next following will be made available to all teachers applying for transfers or new assignments and, all other factors being substantially equal, preference will be given in filling such positions to applicants on the basis of length of the applicant's service in the Middleborough Schools.
- D. When involuntary assignments or transfers are necessary, a teacher's area of competence, major and minor field of study, quality of teaching performance, and length of service in the Middleborough Public Schools will be considered, together with instructional requirements and other factors affecting the best interests of the schools in determining which teacher is to be reassigned or transferred. In no event, however, shall any teacher be assigned to the teaching of any subject matter for which he/she does not have sufficient credit hours to satisfy the minimum requirements for a Certificate, established by the Commonwealth of Massachusetts, or any department or agency thereof having jurisdiction. An involuntary transfer will be made only to a comparable position. An involuntary transfer will be made only after a meeting between the teacher involved and the Superintendent or his designee, at which time the teacher will be notified of the reasons for the transfer. In the event that a teacher objects to the transfer at this meeting, the Superintendent or his designee shall, at the request of the teacher, meet with the teacher and a representative of the Association to discuss the matter. If the teacher is not satisfied, the teacher and the Association may initiate a grievance under Level Three of the Grievance Procedure. Each teacher, including specialists, shall be paid \$32 per hour for eight (8) hours if required to move his/her classroom on an involuntary basis.

- E. In arranging schedules for teachers who are assigned teaching duties at more than one (1) school, an effort will be made to limit the amount of inter-school travel. Teachers required to travel between schools shall be provided twenty (20) minutes travel time each way. Teachers who are assigned to teaching duties at more than one (1) school in any one (1) school day, will submit monthly vouchers for such inter-school mileage, and will be issued travel reimbursement checks in December, March, and June, at the current applicable rate per mile paid by the Town of Middleborough.

ARTICLE IX
VACANCIES AND PROMOTIONS

- A. A vacancy is a professional position which becomes open as a result of:
1. The Committee creating a new professional position; or,
 2. An incumbent's retirement, resignation, death, or appointment to another position.
- B. For the purpose of this Article, a "promotional position" is defined as any position paying a locally funded salary differential and/or any position on the administrator-supervisor level.
- C. Whenever any vacancy in a professional position occurs during the school year, notice thereof shall be provided by written bulletin as far in advance of the date of filling the vacancy as possible. The Superintendent may require written confirmation of the receipt of such notice. Written notice of any such vacancy occurring during the months of July and August will be sent to each teacher who shall have filed his name and summer address with the Superintendent for the purpose of receiving such notice. Notice of a vacancy shall state the qualifications for the position, its duties and rate of compensation and a date, not earlier than fourteen (14) days after the notice is posted or mailed, by which any teacher desiring to apply for the position may file his written application with the Superintendent. Except on a temporary basis, vacancies will not be filled within fourteen (14) days from the date the notice is posted or mailed, as the case may be.
- D. When a vacancy occurs in a bargaining unit position which the Committee decides to retain, the vacancy shall be filled by an eligible member of the bargaining unit who is on a recall list prior to it being offered to another individual. In the absence of an eligible member of the bargaining unit on a recall list, the employer shall fill vacancies on the basis of merit and may seek applicants to fill the same in any manner and from any source it deems appropriate. When, in the opinion of the employer, all other factors involved in merit are substantially equal, preference in appointment will be given to qualified teachers already employed by the employer. Each teacher applicant not selected will receive a written notification of the action taken by the employer. Appointments to promotional positions shall not be subject to the grievance procedure or arbitration. Wherever reasonably practicable, appointments will be made not later than sixty (60) days after the notice is posted or mailed.

ARTICLE X
TEACHER EVALUATION

- A. The following principles shall be applied in the evaluation of teacher performance:
1. All monitoring or observation of the work performance of a teacher will be conducted openly and with full knowledge of the teacher. No public address or audio system or other device permitting monitoring or observation of work performance other than by an individual present in the room shall be employed for the purpose of evaluation except with the prior knowledge and consent of the teacher.
 2. Teacher performance shall be evaluated in light of all evidence pertinent to the discharge of the teacher's professional responsibilities and his exercise of professional judgment and not solely by his work in the classroom. The evaluation shall be according to the system and upon the forms negotiated by the Association and the School Committee.
 3. Teachers without professional status shall be evaluated annually with at least three formal observations, at least one of which will be in the teacher's major subject area. Teachers with professional status shall be evaluated at least once every two (2) years. Teachers whose performance is deemed unsatisfactory shall be evaluated at least bimonthly by the principal or other administrator designated by the Superintendent but such special evaluations shall be employed only for the purpose of Section C of Article V hereof and shall not become part of the teacher's personnel file. The recommendation of the Superintendent under said Section C may be based upon such special evaluations.
 4. All evaluations, whether or not special, shall be in writing on forms provided for the purpose and each teacher so evaluated shall be informed that such evaluation has been conducted. In every case the teacher shall acknowledge in writing or by initial that he has been informed that such evaluation has been conducted. Such acknowledgment, in the case of formal evaluation shall be placed upon the written evaluation form and such evaluation shall be placed and maintained in the personnel file of the teacher so evaluated. In the case of special evaluations, such acknowledgment shall be placed upon either the written evaluation form or such other form which clearly recites that said teacher has been informed that such evaluation has been conducted. In no case shall a teacher's acknowledgment as required by this section be construed as an agreement by said teacher with the contents of such evaluation.
 5. A copy of each evaluation shall be provided to each teacher evaluated, and such teacher shall have the right to discuss the same with the evaluator.
 6. There shall be an ongoing Teacher Evaluation Instrument Committee made up of an equal number of representatives from the Association and the Administration

to meet periodically throughout the school year to review the evaluation instrument. The evaluation instrument shall be modified by consensus of this Committee. No changes will be made without such consensus.

B. Personnel Files

1. A teacher will have the right, upon written request, to review the contents of his personnel file and to have a representative of the Association accompany him.
2. No material originating after original hiring which is derogatory of a teacher's conduct, service, character or personality will be placed in his personnel file unless the teacher has had the opportunity to review the material. The teacher shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicated agreement with the contents thereof. The teacher will also have the right to submit a written answer to such material and his answer shall be reviewed by the Superintendent and attached to the file copy.
3. Any substantial complaints regarding a teacher made to any member of the Committee by, or coming to the Superintendent or the teacher's building principal from any identified parent, student or other person will be promptly called to the attention of the teacher.
4. The Middleborough School Committee and Middleborough Public Schools administration agree to support teachers who adhere to policies, rules, regulations and individual school handbooks established for the Middleborough Public Schools. Whenever a complaint is made to any administrator concerning a teacher, the administrator shall first refer the complainant to the teacher.
5. The Association recognizes the authority and responsibility of the Superintendent to discipline or reprimand a teacher for delinquency in professional performance. If a teacher is to be disciplined or reprimanded by a member of the administration above the level of the principal, however, he will be entitled to have a representative of the Association present. No teacher will be disciplined or reprimanded without just cause.

ARTICLE XI
PHYSICAL FACILITIES FOR TEACHERS

- A. Where practicable without substantial expenditure or remodeling which would reduce instructional areas, each school now in use will be equipped with the following facilities:
1. Space in each classroom for safe storage of instruction materials and supplies;
 2. A separate workroom containing adequate equipment and supplies to aid in the preparation of instructional materials;

3. An appropriately furnished room to be reserved for the use of the teachers as a faculty lounge. Where building space and design permit the lounge shall be separated from the workroom;
 4. A communication system so that teachers can communicate with the main building office from their classrooms in the event of emergency;
 5. Well lighted and equipped teacher restrooms;
 6. A separate dining area for professional personnel.
- B. Each classroom shall contain a serviceable desk and chair for a teacher and each teacher shall be provided with a space for safe storage of personal belongings.
 - C. Each existing parking area for a school shall be so designated as to provide the largest area reserved for teacher parking as is compatible with the needs of other users of such areas.
 - D. The Committee shall endeavor to have included in the design of all new buildings the facilities mentioned in Section A and parking areas to accommodate teachers.
 - E. The Committee will maintain the temperatures in each school and take any other necessary action to provide a healthful and safe environment for all students and employees insofar as the Committee can attain such goals to the best of its ability.

ARTICLE XII
USE OF SCHOOL FACILITIES

- A. The Association may use school buildings without cost at reasonable times outside of the school day for Association meetings, provided, however, that the Association shall pay for any custodial costs such meetings involve. To avoid conflicts, requests for such use shall be filed in advance in accordance with established Committee policy.
- B. The Association may use one bulletin board, to be designated for that purpose in each school building for the purpose of displaying notices, circulars, and other Association material. Copies of all such material will be given to the building principal and to the Superintendent in advance when available but their approval will not be required. Such notice if local in origin shall be signed by an authorized representative of the Association and the content of the notice shall be limited to announcement of elections, appointments, and results of elections; or announcements of meetings; or professional matters. Any such notices shall be limited to presenting factual data.
- C. Teachers may wear pins or other reasonably unobtrusive identification of membership in the Association on school property during the school day.

ARTICLE XIII
SICK LEAVE

A. In the manner and to the extent provided in this Article a teacher who is unable to work because of an illness or an injury requiring a confinement or treatment by a licensed physician shall, upon notification to the Superintendent as soon as possible after the beginning of said illness or the occurrence of such injury, receive such pay to a maximum of fifteen (15) days exclusive of accumulated sick pay as provided in Section B of Article XIII, in any single school year. Nurses will call the Coordinator of Nursing to report their unavailability for work sufficiently in advance so that the Coordinator of Nursing will have an opportunity to secure the services of a substitute nurse. Once a nurse has reported his/her unavailability for work in accordance with the regulations pertaining to his/her school, it will not be his/her responsibility to arrange for a substitute nurse. Nurses will work with the administration to compile a comprehensive list of available school nurse substitutes. Up to fifteen (15) sick days may be utilized by an otherwise eligible employee in the event of illness of his child, step-child, parent, step-parent, spouse, grandparent or grandchild. Subject to permission of the Superintendent, an employee shall have up to five (5) additional days of paid leave to be deducted from accrued sick leave in the event of a serious illness of his/her child, step-child, parent, step-parent, spouse, grandparent or grandchild.

B. Sick Leave shall be cumulative from year to year without limitation. During any given single school year, a teacher who reports for duty in accordance with the Contract shall be eligible to receive one and one-half (1 ½) days of sick pay for each month of employment, subject to a maximum of fifteen (15) days during that year, plus any previously accumulated sick leave. Teachers will be allowed to use sick leave on a one quarter (1/4) day basis.

Any teacher whose sick leave has been exhausted may be granted compensation for a maximum of five (5) sick leave days beyond those earned in the current year, provided that, should the employment of the teacher be terminated before the full amount of the sick leave for which he/she has been compensated is ended, the necessary deductions shall be made from his/her final paycheck.

C. A doctor's certificate may be required from any employee who is absent from work in excess of five (5) consecutive days, or under circumstances where the Superintendent has good reason to believe that the employee is abusing sick leave privileges.

Any doctor's certificate required under this Agreement shall contain a medical diagnosis, the specified sickness or injury for which sick leave is claimed, and, to the extent possible, the expected date of the employee's date of return to work.

D. Teachers shall use the online system to notify the district of the absence so that substitutes can sign on as a substitute for that class. If it is not feasible to use a computer, teachers shall call the school's main phone number to report their absence. Once the teacher has reported his/her unavailability by posting the absence on the online substitute

system, or by phone in instances where computer use is not feasible, it will not be his/her responsibility to arrange for a substitute.

- E. Upon retirement of an employee from the Middleborough Public Schools in accordance with Chapter 32 of the General Laws, or upon death, the employee or the employee's estate, whichever the case may be, shall be paid in an amount of money, no more than one third (1/3) of the employee's total, unused accumulation of sick leave on the date of said retirement or death, to a maximum of two hundred twenty-five (225) days (notwithstanding any accumulation in excess thereof), but in no event an amount in excess of eight thousand dollars (\$8,000). In the event of retirement, the amount shall be paid upon receipt of confirmation of retirement by the Massachusetts Teachers' Retirement Board, provided such confirmation is received no later than ninety (90) days from the last day of work, when possible. This section shall not apply to bargaining unit employees who begin performing bargaining unit work after September 1, 2007.

F. **Sick Leave Bank**

1. A Sick Bank will be maintained for utilization by qualified members whose sick leave accumulation is exhausted through illness or accident and who require additional leave to make full recovery from an illness or accident.
2. The Sick Bank shall be governed by a Sick Bank Committee consisting of three (3) members designated by the Association, two (2) members designated by the Committee and the Superintendent of Schools. The decision of the Sick Bank Committee will be final and binding. In the event of a tie vote, the decision will be in favor of the applicant. Decisions of the Sick Bank Committee shall be made within fifteen (15) school days next following receipt of application. Meetings of the Sick Leave Bank Committee will be held after school during the Superintendent's office hours.
3. Qualified members of the Sick Leave Bank shall be limited to personnel covered by this Agreement who have been members of the bargaining unit for ten (10) consecutive school months.
4. Each qualified member shall have his/her sick leave accumulation reduced by one (1) day for the term of this Agreement, and those days shall be deposited in the Bank to be utilized by Bank members who have exhausted their individual sick leave, both annual and accumulated, and who still have an illness or injury. Sick Leave Bank days shall not be granted beyond the teacher work year in which they were requested. Requests for additional use of Sick Leave Bank days in a subsequent school year shall be as provided in Section 7 herein.
5. Application for benefits shall be made, in writing, to the Sick Leave Bank Committee accompanied by a doctor's certificate as to the need for days and the anticipated extent of the illness and the duration of time to recover. The Sick

Leave Bank Committee reserves the right to request that the applicant provide additional information or clarify his/her request.

6. Applications for benefits may be made prior to the employee's exhaustion of his/her own personal sick leave to expedite benefits, but drawing upon the Bank will not actually commence until after the employee's own sick leave days are exhausted and adequate medical notification has been provided.
7. The initial grant of sick leave by the Sick Leave Bank Committee to an eligible employee shall not exceed twenty-five (25) days. Upon completion of the twenty-five (25) day period, additional entitlement may be extended by the Sick Bank Committee upon demonstration of need by the applicant. The Sick Leave Bank Committee may not grant any employee more than one hundred eighty (180) sick leave bank days per contract year.
8. Subject to the foregoing requirements the Sick Leave Bank Committee will determine the eligibility for the use of the Bank and the amount of leave to be granted.

In administering the Bank and determining the amount of leave, the following criteria shall be applied by the Committee:

- a. medical evidence of serious extended illness;
 - b. prior utilization of eligible sick leave.
 - c. other factors as the Sick Leave Bank Committee may deem appropriate.
- No days may be withdrawn from the Bank for any other illness other than prolonged illness or accident. Days may not be withdrawn to permit an individual to stay at home to care for other members of the family.

9. Recipients of Sick Leave Bank benefits shall be entitled to the accumulation of individual sick leave in accordance with the provisions of the Collective Bargaining Agreement and on the same basis as other employees.
10. The unused days in the Sick Leave Bank shall be carried over from the current Contract to a successor Contract.
11. In the event the Sick Leave Bank goes under fifty (50) days during the term of this Agreement, all qualified members shall have their sick leave accumulation reduced by another day for deposit in the Bank.

ARTICLE XIV **TEMPORARY LEAVES OF ABSENCE**

Teachers will be entitled to the following leaves of absence with pay each school year.

A. In addition to sick leave, each year a teacher shall be able to use up to three (3) days leave without loss of pay for the following reasons:

1. Personal business that cannot be transacted during non-school hours. Personal leave shall not be used for recreational purposes or in the pursuit of an outside occupation;
2. Other personal reasons approved by the Principal; or
3. Bereavement in the event of a death not covered in Section B below.

Any unused personal days will be converted into accumulated sick days.

Except in the case of emergencies, notice of such leave shall be given to the Principal on a form agreed to by the parties, at least forty-eight (48) hours before taking such leave. A request to take a personal day immediately before and/or after a holiday or vacation shall require a reason subject to approval of the Superintendent.

- B. Up to three days with pay shall be granted for an absence due to the death of a teacher's spouse, child, step-child, son-in-law, daughter-in-law, parent, step-parent, father-in-law, mother-in-law, grandparent, grandchild or sibling, or of a person who is a member of the teacher's immediate household and in substance occupies a similar relationship to the teacher. Two additional days, which will be deducted from the member's sick time, may be taken without district approval. One day with pay shall be granted for an absence to attend the funeral of a teacher's brother-in-law, sister-in-law, aunt, uncle or grandparent of a teacher's spouse. At the discretion of the Superintendent and upon written application, additional leave may be granted under this section but shall be deducted from sick leave.
- C. Up to ten (10) days for involuntary temporary active duty in any unit of the armed forces of which the teacher was a member at the commencement of the school year. Pay for such leave shall be the difference between the salary of the teacher under this Agreement for the period of such leave and the pay and allowance which he receives from such active duty service as evidenced by pay vouchers submitted as a prerequisite for the receipt of pay from the Middleborough Public Schools.
- D. Up to twelve (12) days total of leave for MTA/NEA business during the school year. Up to eight (8) delegates may attend the Massachusetts Teachers Association or the National Education Association meetings at one time. Such leave shall be taken only by teachers whom the Association shall represent to the Superintendent as representatives of the Association for that purpose.
- E. Professional Development leave may be granted by the Superintendent for the purpose of attending educational conventions, professional meetings, training institutes, for visiting schools, conferences, workshops and other activities having a demonstrable relationship to the improvement of professional skills in the teacher's existing position, expertise or recertification. Such leave shall not be arbitrarily or capriciously denied.

F. Time necessary for appearance in legal proceedings hereinafter described.

1. **Civil Actions**

- a. Appearances as a party defendant in any hearing connected with the teacher's employment or with the school system.
- b. Appearance as a witness under subpoena in any other civil action.

2. **Criminal Actions**

- a. Appearance as a party defendant in any hearing connected with the teacher's employment or with the school system, if the teacher shall be acquitted or exonerated in any such case.
- b. Appearance as a witness under subpoena in any other criminal matter.

G. The Committee will pay the teacher the difference between the teacher's regular daily rate of compensation and the compensation received for Jury Duty.

ARTICLE XV
EXTENDED LEAVES OF ABSENCE

A. All leaves granted under this Article shall be without pay. Notice of return must be submitted, in writing, no later than March 1 of the school year of the leave.

B. **Types of Leave**

- 1. Military Leave will be granted to any teacher who is inducted into any branch of the armed forces of the United States. The period of such leave shall be the initial period of continuous service required by such induction. Upon return from such leave, such member will be placed on the salary schedule at the level he would have achieved if he had not been absent.
- 2. Teachers shall be entitled to parental leave as follows: (a) Teachers without professional status shall be entitled to the parental leave provided by General Laws, Chapter 149, Section 105D. Teachers with professional status may elect this leave in lieu of the leave provided in Sub-Section b. (b) Teachers with professional status who do not elect the parental leave provided in Sub-Section (a) are entitled to a parental leave which shall continue until the beginning of the school year commencing after the start of such leave or, at the option of the teacher, until the beginning of the next following school year. A teacher intending to take such leave shall notify her superintendent in writing as soon as pregnancy has definitely been determined. The teacher shall provide to the superintendent in writing the date upon which she desires her parental leave to commence. Such notice must be provided at least two (2) weeks prior to the date upon which such leave is to commence. For a birthing parent, appropriate medical evidence of fitness will be required prior to return from such leave. A

teacher taking such leave must notify the Superintendent in writing of the time when she desires to return to the system before she commences such leave. The teacher may change the date of her return after leave is commenced provided that she notified the Superintendent in writing before March 1 of her intention to return the following September. (c) Any teacher claiming the benefit of sick leave with respect to disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth or recovery therefrom, must comply with the sick leave provision of this agreement. (d) Ten (10) sick days, if accrued, may be taken by a non-birth parent. (e) Ten (10) sick days, if accrued, may be taken by an adopting parent. These days may be used before or after the arrival of the adopted child.

3. Leave for the purpose of engaging in the activity of the National Education Association or of any of its affiliates will be granted for not longer than one school year. A maximum of two (2) teachers will be granted such leave for the same time period.
4. A one year leave of absence shall be granted upon request of an employee in the bargaining unit to accept an appointment to an administrative position in the Middleboro Public Schools.

C. Any teacher desiring a leave of absence described in Section B, or a leave of absence for any other reason, or an extension of leave previously granted, shall apply in writing to the Superintendent indicating the period of proposed absence and the reasons therefore. All applications for leaves or extensions shall be acted upon in writing.

D. **Other Considerations**

1. All benefits to which an employee was entitled at the time the leave of absence commenced, including unused accumulated sick leave, will be restored, upon return from leave, and the employee will be placed on the applicable salary schedule at the step attained when the leave began.
2. Upon return from a leave of absence taken pursuant to Section B, an employee will be assigned to the same position which the employee held at the time that said leave commenced, if possible, if the position exists, and if it is consistent with the maintenance of educational standards, and if the employee is qualified therefore; or otherwise, to a substantially equivalent position, as is consistent with the employee's qualifications, if such position exists. The Committee need not, however, refrain from filling any position held by an employee granted leave under this Article in order to preserve the position for a teacher returning from such leave, and an employee returning from such leave shall be considered in the same manner as other employees if the Committee is required to abolish positions for any reason.

3. Anything in this Agreement to the contrary notwithstanding, it is agreed that no teacher without professional status granted any leave under this article shall be deemed to be serving in the Middleborough Schools for the purposes of General Laws, Chapter 71, Section 41 for the period of such leave.

E The Committee agrees to comply with the Family Medical Leave Act for all bargaining unit members who qualify under the Act.

ARTICLE XVI
SABBATICAL LEAVE

A. In the interest of rewarding professional performance and encouraging independent research, achievement and professional growth, the Superintendent will grant sabbatical leave as follows:

1. No more than one (1) teacher may be absent on sabbatical leave at any one time.
2. Only those teachers who have completed seven years of professional service in the Middleborough Schools shall be eligible for sabbatical leave, and no teacher having been on sabbatical leave shall again be eligible until he has completed seven years of professional service in the Middleborough Schools after return from such leave.
3. Any teacher who desires to apply for sabbatical leave shall submit a notice of intent by December 1 and any application by the February 1 preceding the school year for which such leave is sought to the Superintendent in writing in such form as the Superintendent may require by generally applicable regulation.
4. In considering an application for sabbatical leave, the Superintendent will apply the following criteria: years of service of applicant, number of years application has been submitted, type of research, or study planned, educational value of proposed research or study planned, educational value of proposed research or study to Middleborough Schools and relationship to professional growth of applicant of proposed research or study.
5. The Superintendent shall act thereon no later than the April 1 following the submission of the application.

B. Any teacher accepting sabbatical leave shall enter into a written agreement with the Committee in accordance with Chapter 71, Section 41A of the General Laws of Massachusetts.

C. When the sabbatical leave has been completed, the teacher shall submit a report of his research or study for the Superintendent in such manner as has been determined by the Superintendent after discussion with the teacher if said teacher shall so request.

- D. The Superintendent will inform any teacher on sabbatical leave of opportunity for advancement and promotion and such teacher shall be considered for such advancement or promotion in the same manner as those who are presently in service.
- E. Each teacher granted a sabbatical leave shall have the right to return to a position substantially equivalent to his former position and for which he is qualified, or to the same position if it is available.
- F. A teacher shall receive half salary including the current increment while on sabbatical leave, exclusive of stipends.

ARTICLE XVII
PROTECTION

- A. Teachers will immediately report in writing to their principal all cases of assault suffered by them in connection with their employment.
- B. This report will be forwarded to the Superintendent who will comply with any reasonable request from the teacher for information in its possession relating to the incident or the persons involved, and will act in appropriate ways as liaison between the teacher, the police and the courts.
- C. Workers' Compensation benefits shall be paid for all employees to the extent permitted by law. In addition, an employee being paid weekly indemnity benefits shall be paid the difference between those benefits and the employee's weekly wages to the extent of an employee's earned and accumulated unused sick leave. Sick leave shall be deducted on a pro-rata basis.
- D. Any employee claiming rights to Workers' Compensation and sick leave shall comply with the procedures for sick leave administration in Article XIII.
- E. Any dispute concerning Worker's Compensation benefits, except the payment of sick leave and the matters set forth in Sections C and D above shall not be subject to Grievance and Arbitration.

ARTICLE XVIII
INSURANCE AND ANNUITY

- A. Teachers shall have the right to participate in all life insurance, accidental death and dismemberment insurance, hospital, medical and surgical insurance benefits provided by any insurance plan adopted and maintained by the Town of Middleborough pursuant to applicable statutes. School nurses will be covered under the Town of Middleborough Policy for Malpractice. Further, school nurses will be held harmless regarding malpractice while executing their duties within the scope of their employment.

- B. Teachers are eligible to participate in a “tax-sheltered” annuity plan established pursuant to Public Law 87-37D of the United States consistent with Massachusetts General Law, Chapter 71, Section 37B.
- C. Members of the bargaining unit will be permitted to participate in a cafeteria plan which shall be established pursuant to Section 125 of the Internal Revenue Service Code.
- D. The Town’s contribution to the PPO and POS plan it offers will be sixty percent (60%) of the monthly premium. The Town’s contribution to the HMO plan it offers will be eighty percent (80%) of the monthly premium. Unit members hired after July 1, 2016 will pay thirty percent (30%) of the HMO premium with the Town’s contribution being seventy percent (70%). Except for the Town’s contribution toward the monthly premium, the employee will be obligated to pay all other costs associated with the health insurance coverage, except for the following reimbursements from the Town effective for the following co-pays and deductibles paid after July 1, 2010.
 - a. The amount by which a co-pay for a 90-day drug prescription or refill (Tier 3) exceeds \$60;
 - b. The amount by which a deductible for a hospital admission exceeds \$300; and,
 - c. The amount by which a deductible for a day surgical procedure exceeds \$75.
 - d. After an employee on an individual HMO plan has expended a total of more than \$160 to pay any increase from fiscal year 2010 in the co-pays and deductibles described in a, b and c, (“the increases”), the Town will reimburse the full amount of the increases in those co-pays and deductibles;
 - e. After an employee on a family HMO plan has expended a total of more than \$420 to pay any increase from fiscal year 2010 in the co-pays and deductibles in a, b and c (“the increases”), the Town will reimburse the full amount of the increases in those co-pays and deductibles.

The reimbursement of the amounts described above will be done under a reimbursement procedure established by the Treasurer/Collector’s office. Compliance with the procedure is a condition precedent for reimbursement.

Any reduction in the reimbursement program on or after June 30, 2012 is subject to the Town meeting any bargaining obligation.

The Town will make available and pay the administrative costs for a voluntary Flexible Spending Account (FSA) that covers medical expenses and dental care.

- E. A bargaining unit member who is otherwise eligible for enrollment in another health insurance plan and has been enrolled in a town plan continuously for at least 2 years, will receive an annual stipend for opting out/waiving participation in town health insurance in

the amount of \$1,000 (individual plan) or \$2,500 (family plan). In addition to the above, other conditions for annual stipend are: The employee is not covered under a town plan subscribed to by another employee of the Town or School Department; and the employee provides documentation satisfactory to the Employer of alternative health insurance coverage. The documentation shall be provided during open enrollment. If there is a qualifying event which means that the employee who is receiving an opt-out payment needs to re-enroll in Town health insurance, the payment will be pro-rated based on the number of months that the employee was not enrolled.

- a. The interpretation of this article shall be as it has been applied to other bargaining units in the town as per Arbitration 01-17-0004-5557 Middleborough Education Association V Middleborough School Committee dated February 6, 2018.

ARTICLE XIX
DEVELOPMENT AND IMPLEMENTATION OF CURRICULUM
AND RELATED EDUCATIONAL PROGRAMS: TEXTBOOKS

- A. The Committee and the Association agree that the teachers are and should continue to be the major source of developments and innovations in improving the educational programs carried on in the Middleborough Schools. The parties agree further that it is important for the teachers to participate in the over-all coordination of studies, projects and other activities directed toward the development, improvement and implementation of such programs and toward the evaluation of existing programs and toward research in pertinent educational and related areas. The parties recognize that there may be other institutional and community resources capable of great contributions toward these ends and that the utilization of such resources should be coordinated with the efforts of the school administration and teachers.
- B. Accordingly, the Committee and the Association agree that representatives of the teachers designated by the Association for the purpose shall meet at reasonable times with the Committee and the Superintendent for the purpose of considering and developing proposals for such developments and innovations.
- C. The Committee expects that all proposals for discontinuing the use of textbooks and for adoption of new textbooks will normally issue from the teachers through the Superintendent as representing the considered opinion of the teachers in consultation with the Superintendent, the Committee recognizing that the teachers should have a responsible voice in textbook selection, it being understood that the criteria for textbook selection shall be solely educational so far as the teachers are concerned. Except under unusual or emergency circumstances, the Committee will not discontinue any textbook or adopt a new textbook unless the teachers considered and made a recommendation respecting such action.
- D. The Committee will include in its budget funds to purchase and maintain a sufficient number of textbooks so that each pupil in the Middleborough Schools will have textbooks for his own use as needed.

- E. It is expressly understood that the Committee retains full jurisdiction to make the final decision as to all curriculum and textbook selection matters and that a failure by the Committee to agree with recommendations or proposals by the teachers as aforesaid shall not constitute a grievance subject to fact-finding or the grievance procedure or arbitration.
- F. The parties to this Agreement hereby incorporate Section 53 of Chapter 71 of the Massachusetts General Laws as follows:

At each public elementary, secondary and independent vocational school in the commonwealth there shall be a school council consisting of the school principal, who shall co-chair the council; parents of students attending such school who will be chosen in elections held by the local recognized parent teacher organization under the direction of the principal, or if none exists, chosen by a representative process approved by the school committee. Said parents shall have parity with professional personnel on the school councils; teachers who shall be selected by the teachers in such school; other persons, not parents or teachers of students at the school, drawn from such groups or entities as municipal government, business and labor organizations, institutions of higher education, human services agencies or other interested groups; and for schools containing any of the grades nine to twelve, at least one such student; provided however, that not more than fifty percent of the council shall be non-school members. The principal, except as otherwise provided herein, shall have the responsibility for defining the composition of and forming the group pursuant to a representative process approved by the superintendent and school committee and for convening the first meeting no later than forty days after the first day of school, at which meeting a co-chairman shall be selected. School Councils should be broadly representative of the racial and ethnic diversity of the school building and community. For purposes of this paragraph the term non-school members shall mean those members of the council, other than parents, teachers, students and staff of the school.

Nothing contained in this section shall require a new school council to be formed if an existing school council fulfills the intent of this section, the parent and teacher members thereof were selected in a manner consistent with the provisions of this section and the membership thereof complies with the aforesaid fifty percent requirement.

Members of the school council shall be subject to the provisions of sections twenty-three, twenty-three B and twenty-three C of chapter thirty-nine.

The school council shall meet regularly with the principal of the school and shall assist in the identification of the educational needs of the students attending the school, in the review of the annual school budget, and in the formulation of a school improvement plan, as provided below.

The Principal at each school, in consultation with the school council established pursuant to this section shall adopt education goals for the schools consistent with the goals and

standards including the student performance standards, adopted by the board pursuant to section one D of chapter sixty-nine, and consistent with any educational policies established for the district, shall assess the needs of the school in light of those goals; and shall formulate a school improvement plan to advance such goals, to address such needs and to improve student performance. The plan shall include an assessment of the impact of class size on student performance, and shall consider student-to-teacher ratios and other factors and supportive adult resources and may include a scheduled plan for reducing class size. The plan shall address professional development for the school's professional staff, the allocation of any professional development funds in the annual school budget, the enhancement of parental involvement in the life of the school, safety and discipline, the establishment of a welcoming school environment characterized by tolerance and respect for all groups, extracurricular activities, the development of means for meeting the diverse learning needs of as many children as possible, including children with special needs currently assigned to separate programs, within the regular education programs at the school, and such further subjects as the principal, in consultation with the school council shall consider appropriate. In school districts with language minority student populations the professional development plan under this section shall specify how the plan will address the need for training and skills in second language acquisition and in working with culturally and linguistically diverse student populations. Each school improvement plan shall be submitted to the school committee for review and approval every year. If said school improvement plan is not reviewed by the school committee within thirty days of said school committee receiving said school improvement plan, the plan shall be deemed to have been approved.

Nothing contained in this section shall prevent the school committee from granting a school council additional authority in the area of educational policy; provided, however, that school councils shall have no authority over matters which are subject to chapter one hundred and fifty E of the General Laws. Added by St. 1993, c.71, s.53.

ARTICLE XX **DUES DEDUCTION**

- A. The Committee accepts the provision of Section 17C of Chapter 180 of the General Laws of Massachusetts and, in accordance therewith, shall certify to the Treasurer of the Town of Middleborough all payroll deductions from the salaries of teachers for payment of professional dues to the Middleborough Education Association, the Massachusetts Teachers Association and the National Education Association, the Plymouth County Education Association, and for deposits and/or payments to the Massachusetts Teachers Association and Plymouth County Educational Association Credit Unions and for the payment of premiums for tax-sheltered annuities, as the teachers may individually and voluntarily authorize to be deducted. Teachers' authorizations for these purposes shall be in writing on suitable forms provided by the Association.

- B. The Committee accepts the provisions of G.L.c.180, Section 17I. Employees may authorize the Committee to deduct from their salary a contribution to Voice of Teachers for Education of an amount which the employee shall specify in writing. The Committee

will certify on the payroll the amount to be deducted by the Treasurer. Such amount shall be transmitted to the Massachusetts Teachers Association within thirty (30) days. The Association shall indemnify and save the Committee harmless against any claim, demand, suit, or any other form of liability that may arise out of, or by reason of, action taken or not taken by the Committee for the purpose of complying with this Section.

ARTICLE XXI
DISCIPLINE AND DISMISSAL

- A. **Statutes applicable.** The parties agree that the provisions of Sections 38H, 41, 42, 42D and 43 of Chapter 71 of the General Laws of Massachusetts as shall be applicable to any particular case of a proposed suspension, dismissal, demotion or reduction in salary of a teacher shall apply as provisions of the Agreement and that any amendments made to any of said Sections shall constitute amendments of this Agreement. A teacher to whom Section 41 applies is a teacher elsewhere referred to in this Agreement as a teacher with professional status.
- B. **Actions respecting teachers to whom statutes do not apply.** The Committee may, at its discretion, retain or terminate the services of a teacher to whom none of the Sections of Chapter 71 cited in Section A, above, applies. The Committee shall not terminate, suspend, demote or reduce the salary of any such teacher without cause.

ARTICLE XXII
OBSERVANCE OF DUTIES

- A. During the term of this Agreement, the Association shall not cause or sponsor, and no teacher shall cause or participate in any strike, work stoppage or other illegal activity directed against the School Committee. If the Association disclaims in writing to the School Committee responsibility for any act prohibited hereby, it shall not be liable in any way therefore.
- B. In connection with any negotiations held for a renewal of or successor to the Agreement, said negotiations shall be conducted without threats of sanctions, threats of strikes or any other public pressure by either party until mediation, fact-finding and other statutory impasse procedures have been exhausted.

ARTICLE XXIII
GENERAL

- A. As to all matters covered by this Agreement, the provisions hereof shall control in any case where a conflict may exist between such provision and any policy, practice, procedure, custom or writing not incorporated in this Agreement.
- B. If any provision of this Agreement, or any application of this Agreement to any teacher, shall be found contrary to law, such provision or application shall have effect only to the

extent permitted by law, but all other provisions or applications of this Agreement shall continue in full force and effect.

- C. The parties agree that each has exercised its right to bargain for any provision it wished to be included in this Agreement; that if either has made a proposal not included herein, such proposal has been withdrawn in consideration of the making of this Agreement; and this Agreement constitutes a complete agreement as to all matters upon which the parties have or might have bargained. Accordingly, each expressly waives any right to seek to negotiate any further demand or proposal so long as this Agreement shall continue in effect. The parties further recognize and agree that as to every matter as to which a specific agreement is not set forth in this Agreement, the Committee continues to retain, whether exercised or not, the sole and unquestioned right to exercise all of the duties, powers, responsibilities and rights provided by and under the laws of Massachusetts in the control, direction and management of the Middleborough Schools. No such exercise shall be made subject of a grievance or arbitration proceeding under this Agreement or the subject of an unfair labor practice charge.
- D. If negotiation meetings between the Committee and the Association are scheduled during a work day, the representatives of the Association will be relieved from all regular duties without loss of pay or loss of leave as necessary in order to permit their participation in such meetings.
- E. The Committee will make available for inspection to the Association, the minutes of official Committee meetings and all other public documents that are distributed to Committee members at official meetings, as soon as possible after such meetings. The official Agenda of a Committee meeting, and any attached public documents, will be made available for inspection to the Association, if possible, prior to said meeting. Upon request and if possible, the Middleborough Education Association agrees to reciprocate with the Agenda and minutes of its meetings and supply them to the School Committee.
- F. Nurses shall be reimbursed for the actual cost of the nurse's license paid to B.O. R.N. every other year.
- G. Nurse NBCSN Certification
 - 1. Nurses shall be reimbursed up to \$200 for the fee for the national certification test.
 - 2. The Committee agrees to pay school nurses a one-time stipend of \$1,200 upon confirmation of attaining the NBCSN credential through the National Board for the Certification of School Nurses. The stipend shall be paid at the end of the fiscal year in which the credential was earned. District school nurses who hold the NBCSN credential as of June 30, 2019, will receive this stipend at the end of FY 2019-2020. Any school nurse hired after June 30, 2019, who holds the NBCSN credential on the date of hire, shall not receive this stipend, however, the stipend shall be paid to school nurses hired after June 30, 2019 who earn the NBCSN credential while employed by the Committee.

3. The Committee agrees that the NBCSN credential shall count as six (6) graduate credits towards horizontal advancement on the salary schedule and said adjustment will be made according to the terms of this agreement.
- H. Whenever Nurses are required to use their automobiles to travel from one school to another, to make home visits, or to perform other duties, they will be reimbursed for mileage at the current rate being paid by the Committee.
- I. Newly hired school nurses, who are also new to the position of school nurse, will be required to attend and complete the Massachusetts Department of Public Health orientation program as soon as the program is offered after employment. Regulatory Authority 603 CMR 7.00: MGL c.71, sec. 38G.
- J. No religious or political activities of any teacher, provided such activities do not take place on school property or during the school day, or the lack thereof, will be grounds for any discrimination with respect to the employment of such teacher, except as the same may be subject to penalty under applicable law.
- K. The President of the Association shall have the right to discuss with the Superintendent the compensation or salary connected with any new position which the Committee shall establish during the term of this Agreement provided, however, that the Committee's determination with respect to such compensation or salary shall be final until said compensation or salary shall become a subject for bargaining at the time and in the manner provided by Article XXX of this Agreement or as otherwise required by law.
- L. The Association and the Committee shall each share one-half of the cost of the printing of this Agreement.
- M. The Committee and the Association agree that the provisions of this Agreement shall be applied without regard to race, color, religious creed, age, sex, or national origin, and that they will not during the term of this Agreement nor at any other time directly or indirectly or in any manner whatsoever apply or attempt to apply any discipline, discrimination or penalty against any professional employee by reason of his membership or non-membership in the Association.
- N. Any waiver or breach of a provision of this Agreement by either party shall not constitute a precedent for further enforcement of all the terms and conditions of this Agreement.
- O. The terms of this Agreement are not applicable to any employee while such employee is engaged in at-home tutoring, summer school, or night school sponsored by the School Committee. Participation in any of the above named programs is strictly voluntary.
- P. This instrument constitutes the entire Agreement of the Committee and the Association arrived at as the result of Collective Bargaining negotiations, except such amendments hereto as have been reduced to writing and signed by both parties.

- Q. The Committee will not discipline or discriminate against any employee by reason of his/her participation in Association activities under M.G.L., Chapter 150E
- R. The Committee will comply with the requirements of M.G.L, Chapter 71, §38R regarding the Criminal Offender Record Information law.

ARTICLE XXIV
RESIGNATIONS / RETIREMENT

Any teacher resigning from his or her teaching position shall give written notice of such resignation to the Superintendent not later than thirty (30) days prior to the date of intended resignation. Exception to this provision due to illness or other reasons may be approved by the Superintendent. Unless so approved by the School Committee, a violation of this provision will be noted in the teacher's file and will be included in any future reference requests. Any teacher retiring from his or her teaching position shall give written notice of such retirement to the Superintendent not later than one hundred twenty (120) days prior to the date of intended retirement, when possible, for budgetary/staffing purposes.

ARTICLE XXV
REDUCTION IN FORCE

- A. In the event that the employer deems it advisable to reduce the number of professional employees, and such reduction affects or may affect professional employees in the bargaining unit who have obtained professional status in the Middleborough Public Schools, the order in which such employees shall be affected shall be determined in accordance with the following procedures:
 - 1. The employer shall first accomplish such reduction by attrition on account of retirement, resignation or death.
 - 2. If, despite attrition, such reduction may affect employees, who have achieved professional status, no such employee shall be terminated or laid off if said employee is certified/licensed for and requests appointment to a position held by an employee without professional status or by an employee not under regular contract (e.g. long term substitutes or employees hired on a temporary basis to fill in for employees on leave of absence) provided that such employee meets the highly qualified requirements for said position as defined by the Department of Elementary and Secondary Education. Special education teachers who are the sole teachers of content are required to meet the highly qualified requirements.
 - 3. Effective on September 1, 2016 and continuing as long as Massachusetts General Law Chapter 71 Section 42 regarding teacher lay-offs is in effect, if despite the application of the procedure set forth in 1 and 2 above, such reduction may affect employees who have achieved professional status, such employee shall be terminated or laid off in the inverse order of seniority in the affected disciplines

(as outlined in Section E. below) in which such employees are currently serving except in the following situation:

The employer may retain a more junior employee if upon the recommendation of the Superintendent, who after receiving the recommendation of the principal(s) and, where applicable, other administrators who have evaluative responsibility within such discipline(s), the employer decides that this variance from seniority is required by M.G.L.c.71, sec. 42 and the provisions of that statute related to teacher qualifications. In such cases, the person to be laid off is the person who is the least qualified based on the criteria set forth in M.G.L.c.71, sec 42.

- (i) In such event, the Superintendent shall notify the employees affected and the Association of any such variance, in writing, as soon as reasonably practicable. If the employee affected by such variance and the Association desire to contest such determination, they shall have the right to invoke the following arbitration procedure which shall be the sole and exclusive method of arbitration.
- (ii) The Association and the employee shall claim such arbitration, in writing, within ten (10) days of delivery of the Superintendent's determination to the employee or the Association by delivering such claim to the Superintendent within such period.
- (iii) All claims for arbitration shall be referred to a Standing Arbitrator or Alternate Arbitrator mutually agreed upon by the Committee and the Association. Persons selected as Standing Arbitrator and Alternate Arbitrator shall serve continuously unless on or before October 15 of any school year either party shall request a change in either or both positions and the parties mutually agree upon a successor to either or both positions. Any claims for arbitrators will be jointly submitted to the Standing Arbitrator and Alternate Arbitrator within ten (10) days of the delivery of such claim to the Superintendent.
- (iv) The Standing Arbitrator shall hear the parties within fifteen (15) days of the joint submission by the parties. If he is unable to hear the parties within that period, the Alternate Arbitrator shall hear the parties within that period. If neither is available within such period, the arbitration shall be heard by whomever of such Arbitrators is first available. If the Superintendent shall demonstrate by substantial evidence that such variance would significantly better serve the interests of the school system, his determination shall be affirmed. Otherwise, it shall be set aside.

- (v) The Arbitrator shall render his/her award as quickly as practicable but, in no event, later than ten (10) days after the conclusion of said hearing before said Arbitrator.
- (vi) The Arbitrator's award shall be final and binding on the parties and not subject to court review. The award shall be in writing. The award need not contain any opinion.
- (vii) The method of arbitration set forth herein shall apply and be employed solely for the resolution of grievances arising from variances from seniority on the secondary level disciplines and also for unresolved challenges to the Seniority List in accordance with Section D.

4. Any professional employee who will be affected by personnel reductions within the disciplines set forth in A.5. below, if said employee shall so request, will be allowed to replace any professional employee with the least seniority in other disciplines taking all of the disciplines as a whole in which such employee is certified/licensed, meets the highly qualified requirements and, as a full time employee, served in or taught at least one subject in such discipline for one school year within the elementary, secondary or all levels discipline, or ten consecutive months or, as an employee not under regular contract as defined in B. below, served in or taught at least one subject in such discipline for the one school year within the elementary, secondary or all levels discipline or ten consecutive months if such experience qualifies as continuous service for the determination of seniority as defined in Section B below.

Any employee who is licensed in more than one area and has previously taught in that area within the Middleborough Public Schools, but is not currently highly qualified, must notify the Superintendent by February 1st of this/her intention to meet, prior to June 15th, the highly qualified requirements for such a position for which the/she intends to seek employment.

5. **Definitions:** for purposes of this Article, the following definitions shall apply:

A. **Disciplines**

Elementary Level (Grades Pre-K to 5, including Title I Personnel)

- A. Elementary Classroom teachers
- B. Art Teachers
- C. Music Teachers
- D. Health and Physical Education Teachers
- E. Substantially Separate Special Education Teachers (Highly Qualified in content at elementary level)

Secondary Level (Grades 6-12, including Title I Personnel)

Art Teachers
Business Teachers
English Language Arts Teachers
Family and Consumer Science Teachers
Foreign Language Teachers
Mathematics Teachers
Music Teachers
Health and Physical Education Teachers
History and Social Science Teachers
Science Teachers
Substantially Separate Special Education Teachers (Highly Qualified in content at secondary level)
Technology Education Teachers

All Levels (Grades Pre-K to 12 including Title I Personnel)

A. Adaptive Physical Education Teachers
B. Art Teachers
C. English as a Second Language Teachers
D. Guidance Counselors
E. Health and Physical Education Teachers
F. Instructional Media Teachers
G. Instructional Technology Teachers
H. Library Media Specialists
I. Music Teachers
J. Reading Teachers
K. School Adjustment Counselors
L. School Psychologists
M. Special Education Teachers (Inclusion/Co-teaching)
N. Speech and Language Therapists
O. Theatre Teachers
P. Nurses

- B. Seniority shall be defined as the length of continuous service under an educator certificate/license in the Middleborough Public Schools in a professional position covered by this Agreement. Seniority means a teacher's length of continuous service commencing with the first date of employment as an employee in a position covered by this Agreement. Seniority for part-time service shall be pro-rated. Notwithstanding the above, in any year of this Agreement or any extension or renewal thereof but, in any event, in not more than three (3) instances, one (1) present or former administrator selected by the Superintendent whom he/she intends to assign or reassign or has assigned or reassigned to a position in the bargaining unit shall be deemed to have seniority equal to all continuous time in a professional position in Middleborough and, in the event of reduction in force, will displace the most junior employee, taking all of the disciplines as

a whole, in any discipline in which such administrator is certified/licensed, provided that said administrator's total continuous time exceeds that of the most junior employee. Any employee with professional status who, prior to serving in a position covered by this Collective Bargaining Agreement, served continuously as an employee not under regular contract as set forth in Section A.2 above in disciplines set forth in Section A.5. above, shall be given seniority credit for such service provided there was no break in service between non-regular contract service and service in the position covered by this Agreement. In the event that an employee's combination of non-bargaining unit service seniority and bargaining unit service is identical to the seniority of another employee whose seniority was acquired solely by bargaining unit service in a position covered by this Agreement, the seniority acquired solely by such bargaining unit service shall prevail. In the event of identical seniority between two (2) or more professional employees, the professional employee with the higher level of education as is outlined in Appendix A of the Collective Bargaining Agreement shall be deemed to have greater seniority. If there is identical seniority between two (2) or more professional employees with identical levels of education as is outlined in Appendix A, the determination of greater seniority shall be obtained by lottery.

- C. **Certification/Licensure** – Official credentials currently on file with the Massachusetts State Department of Elementary and Secondary Education, Bureau of Educator Certification, Division of Vocational Education and/or the appropriate Division of Professional Licensure of Massachusetts.
- D. **Seniority List**
- (i) Professional employees may appear on the seniority list in more than one discipline if they are certified/ currently licensed in such disciplines, meet the highly qualified requirements described in Section A.2 and are teaching in or have taught in such disciplines in the Middleborough Public Schools under the conditions described in Section A.4 of this Article. Professional employees shall be listed in the order of greater seniority within such disciplines. Any professional employee who wishes to challenge his/her placement on said list shall notify the Superintendent, in writing, within ten (10) days of the posting of said list. Thereafter, as soon as is reasonably practicable, the Superintendent, a representative of the Association, and the employee shall meet to dispose of such challenge. After the disposition of such challenges, another list reflecting changes, if any, shall be posted.
 - (ii) Any employee whose position on the list has been adversely affected by the disposition of any initial challenge may challenge the second list by giving notice to the Superintendent within ten (10) calendar days of such second posting. Thereafter, the Superintendent, a representative of the Association, and the employees who filed the first and second challenges shall meet to dispose of all such challenges. Thereafter, a final list shall be posted. The Association and any employee who is dissatisfied with the disposition of the matter after the posting of such final list may institute expedited arbitration before the Standing Arbitrator or

Alternate Arbitrator in accordance with the procedures and time limitations set forth in Sections A.3 (ii), (iii), (iv), (v), and (vi) of this Article.

- (iii) It is the responsibility of professional employees to insure that their personnel files contain accurate and complete data concerning their areas of certification/licensure, levels of education, and teaching experience in Middleborough. The Superintendent may rely upon the accuracy of such information.
- (iv) On or before February 15th of each school year, the Superintendent with the assistance of the Association shall post an updated seniority list. Challenges and grievances with respect to said list will be allowed only with respect to information developed since the preparation and posting of the prior operative list. Said list will be based on information in personnel files by January 31.

- E. **Leaves of Absence:** Unpaid leaves of absence provided in this Agreement and/or approved by the employer shall not be deemed to interrupt continuous service. Such leaves will not be counted toward seniority.

Teachers on leave of absence shall be subject to being laid off as though they were currently serving on active duty.

- F. **Notification:** Written notification of intent to dismiss will be completed as soon as possible but in no event later than June 15.

- G. **Recall:** While the preceding sections of this Article do not apply to professional employees who have not achieved professional status in the Middleborough Public Schools, any such employee who is not reappointed on account of a reduction in force shall have the same recall rights as employees with professional status except as specifically limited herein.

- (i) All employees with or without professional status who have executed a waiver pursuant to Section H, who are laid off on account of a reduction in force, will be placed on a recall list until August 31 of the second year following their layoff.
- (ii) Employees on the recall list shall be deemed to be on an involuntary leave of absence from the Middleborough Public Schools for the duration of the recall period, but such time shall not count toward professional status.
- (iii) Employees with professional status on the recall list will be recalled to vacancies which may occur in their last previous discipline for which they are currently certified/licensed and highly qualified in the reverse order of their layoff. Employees without professional status on the recall list will be recalled to vacancies for which they are currently certified/licensed and highly qualified which may occur in their last previous discipline in any order as determined by the employer. All employees on the recall list will be recalled to vacancies which

may occur in other disciplines in which they are currently certified/licensed and highly qualified provided there are no employees on the recall list awaiting recall to vacancies in such discipline and provided further that said employee has taught in such discipline in Middleborough in accordance with the conditions set forth in Section A.4 of this Article. At the discretion of the Superintendent of Schools, the teaching requirement stated herein may be waived.

- (iv) When a vacancy occurs to which one (1) or more professional employees is entitled to be recalled as set forth above, the appropriate professional employee on the recall list will be notified by certified mail at his/her last recorded address. Failure to accept certified mail shall not be deemed sufficient reason for failing to meet the necessary response date. Failure to respond to the Superintendent of Schools with a letter of acceptance of the offered position within ten (10) calendar days shall be considered a rejection of such offer, and the professional employee shall be dropped from the recall list. Notwithstanding the foregoing, an employee shall not be dropped from the list if said employee fails to accept a full-time administration position. No professional employee shall be dropped from the recall list if said employee fails to accept a part-time position or a position which does not provide equivalent hours of employment to the position held by said employee when said employee was laid off. An employee who has accepted a part-time position or a position without equivalent hours of employment shall not be dropped from the recall list and shall continue to receive notices of vacancies until said employee shall have failed to accept a full-time position within the bargaining unit or until the recall period shall have expired. It shall be the responsibility of the personnel on the recall list to inform the Office of Superintendent of Schools, in writing, of changes of address. Professional employees on the recall list shall have priority in filling vacancies as herein before set forth. No new personnel shall be hired to fill such vacancies until all appropriate employees on the recall list have been offered the vacancy pursuant to the provisions of this paragraph.
- (v) Professional employees on the recall list will be given first priority in filling substitute teaching vacancies provided they shall so notify the Superintendent in writing.
- (vi) Pursuant to applicable statutes, professional employees on the recall list shall be entitled to membership in any group health or life insurance coverage in existence, provided, however, that the said employee pays the entire cost of such insurance pursuant to the requirements of the insurance carrier, and there shall be no contribution by the Committee or the town for such employee's insurance.
- (vii) All benefits to which said professional employee was entitled at the time his/her layoff commenced, including unused accumulated sick leave, will be restored upon return and he/she will be placed on the applicable salary schedule at the step attained when his/her layoff began. Professional employees filling temporary

vacancies (as defined in Section A.2) at the time of layoff due to reduction in force shall have no recall rights.

- H. Any professional employee who desires to obtain the protection of professional status rights and contractual benefits provided by this Article in lieu of dismissal or demotion procedures shall execute and deliver to the employer a counterpart of the form attached hereto as Exhibit A, a waiver of any rights to a dismissal or demotion hearing and appellate procedures which said employee may have pursuant to Mass. G.L. C. 71, Sections 42, and C. 32, Section 16. The employer, or its authorized designee, will execute and provide to any such employee a counterpart of Exhibit B attached hereto. Any employee who, by not executing a written waiver, elects to invoke his/her statutory rights with respect to his/her dismissal or demotion will not be eligible for recall rights as provided in this Article.

Nothing in this section shall affect the rights of any employee and the Association to invoke timely any grievance or arbitration procedures provided by this Article or, if applicable, by the Collective Bargaining Agreement.

EXHIBIT A
Waiver Letter

I have received the Superintendent's notice of intent to dismiss me effective at the end of school year pursuant to the provisions of G.L. Chapter 71, section 42. I understand that I have a right to request and be furnished with a written statement of the charge or charges of the cause or causes for which my dismissal is being considered and a right to request a meeting with the Superintendent. I further understand that I have a right to have the Superintendent's decision reviewed by an arbitrator.

Since I desire to secure the benefits of the recall provisions of the Collective Bargaining Agreement and because I wish to retain my status as a teacher with professional status in the Middleborough School System during such recall period and in the event of my recall and return to active service, and since I admit that due to economic and budgetary considerations the School System has good cause for my dismissal, I hereby waive any written statement of the charge or charges and waive any request for a meeting and waive all rights for arbitration as provided in G.L. Chapter 71, Section 42 and Chapter 32, Section 16 all in consideration of the School System's agreement that, because of such admissions and waiver, its decision to dismiss me will be effective as of the date of expiration of the recall period as set forth in said Collective Bargaining Agreement, provided I am not sooner recalled. I understand that effective June 30, _____, I will, unless recalled and returned to active service, cease to be actively employed. If I am recalled to active service during the recall period, the School System agrees that its decision to dismiss me is null and void and that any and all waivers and admissions which I have made in this letter shall not be applicable to any subsequent layoff(s) and/or dismissals.

I expressly do not waive any right I may have to contest by grievance and arbitration whether the employer has or shall have observed its obligations with respect to layoff and recall procedures in said Collective Bargaining Agreement in effect at the time of my layoff.

EXHIBIT B
Employer Letter

I am in receipt of your letter of _____, in which you waive any written statement of the charge or charges and waive any request for a meeting with me and waive all rights to arbitration as provided in G.L. Chapter 71, Section 42 and Chapter 32, Section 16.

In order that you may receive the benefit of the recall provisions of the Reduction in Force procedure and in order that you may retain your status as a teacher with professional status in the Middleborough School System during such recall period and in the event of your recall and return to active service, and because you admit that due to economic and budgetary considerations the employer has just cause for your dismissal, and in consideration of your having waived the following:

- (1) Any written statement of the charge or charges of the cause or causes for which your dismissal is proposed;
- (2) Any request for a meeting with the Superintendent under G.L. Chapter 71, Section 42, as well as before the Contributory Retirement Appeal Board under G.L. Chapter 32, Section 16.
- (3) All rights to arbitrate or appeal as provided in G.L. Chapter 71, Section 42 and G.L. Chapter 32, Section 16. Therefore, the employer expressly agrees that because of your admissions and waivers, the employer shall not act on your dismissal effective at the end of the school year pursuant to the provisions of G.L. Chapter 71, Section 42, but rather shall act on your dismissal to be effective as of the date of expiration of the recall period as set forth in the Collective Bargaining Agreement, provided you are not sooner recalled.

If you are recalled to active service during the recall period, the employer agrees that its decision to dismiss you is null and void and that any and all waivers and admissions which you have made in your letter shall not be applicable to any subsequent layoff(s) and/or dismissal.

As a result of the employer's having granted your request, you will, unless recalled and returned to active service, cease to be actively employed as a result of layoff pursuant to the Reduction in Force procedure, as of June 30, 20__.

The employer agrees that if you are returned to active service during the recall period, any and all waivers and admissions to which you have agreed with respect to this initial layoff shall continue in full force and effect, but shall not be applicable to any subsequent layoff(s) and/or dismissal(s).

The employer further agrees that you expressly do not waive any right you may have to contest by grievance and arbitration whether the employer has observed its

contractual obligations with respect to the layoff and recall provisions of the Collective Bargaining Agreement in effect at the time of your layoff.

ARTICLE XXVI
MEMBER ACCESS

- A. Meetings and Consultation:
Representatives of the Association shall be permitted to meet with bargaining unit members on school property during non-work times provided that such activities do not unreasonably interfere with the school operations.
- B. Contact Information:
1. The District shall provide to the Association within 3 days of hire date, the name, job title, building and contact information of any new hire whose position falls under the collective bargaining agreement.
 2. The district will not release any personal contact information of an Association member to any third parties unless required by law, court order, order of the Secretary of State of Massachusetts or written member request.
- C. Orientation and First School Day for Teachers
1. The Association will be allowed one hour on the first day of new employee orientation to address potential members and advise them of the costs and benefits of being a member of the Association.
 2. The Association will be allowed one hour before lunch on the first day of the school year to address the membership of the Association
- D. Requests to Rescind Membership
1. Any association member seeking information on the process to rescind their membership will be referred to the Association.
 2. If a member provides the district with a written request to terminate their payroll deduction for union dues, the district will notify the Association of the request.
 3. At the end of the school year, the Association will provide the district with the contact information for the officers that members should be referred to for the following school year.

ARTICLE XXVII
CLASS SIZE

The Committee and the Association recognize that class size/class load is an important factor in quality education. To that end, the Committee agrees to make every reasonable effort to maintain class size/class load and distribution of student populations which ensure the maximum feasible educational benefit for all students.

Every reasonable effort will be made to insure class sizes/class load do not exceed the designed capacity of each instructional area and do conform to State regulations.

In the event that any classes or class load exceed any of the above stipulations, the Principal, upon request by the teacher, will discuss the reasons with the teacher. If the matter is not resolved at the Principal's level, the teacher may request to meet with the Superintendent. If the matter is not resolved at the Superintendent's level, the teacher may request to meet with the School Committee, at a regularly scheduled meeting to discuss the class size.

However, if in the opinion of the School Committee, funding is not available or forthcoming, the School Committee reserves the right to enforce Article XXV, Reduction in Force, and other appropriate provisions of the Collective Bargaining Agreement and General Laws to meet the fiscal needs of the School System.

ARTICLE XXVIII LONGEVITY

- A. Beginning with the 2020-2021 school year, teachers will be eligible for longevity based on years of service as set forth in section B and the Teacher's hire date. Teachers hired by the first (1st) teacher day of the school year and meeting the requirements set forth in section B, will receive their longevity payment in October of that year as a lump sum. Teachers hired after the 1st teacher day of the school year but by the ninety-second (92nd) teacher day of the school year and meeting the requirements set forth in section B, will receive their longevity payment in February of that year as a lump sum. Teachers hired after the 92nd teacher day of the school year and meeting the requirements set forth in section B, will receive their longevity payment in October of the following year as a lump sum. All full-time equivalent years of service in the bargaining unit, not including unpaid leaves or years prior to a break in service due to voluntary resignation, will count toward fulfilling the number of years of service for purposes of longevity.
- B. Longevity payments are as follows
1. Members that have completed fourteen (14) to eighteen (18) years of service in the Middleborough Public Schools will receive a longevity payment of \$1,200.
 2. Members that have completed nineteen (19) to twenty-two (22) years of service in the Middleborough Public Schools will receive a longevity payment of \$1,600.
 3. Members that have completed twenty-three (23) to twenty-four (24) years of service in the Middleborough Public Schools will receive a longevity payment of \$2,200.
 4. Members that have completed twenty-five (25) or more years of service in the Middleborough Public Schools will receive a longevity payment of \$2,400.

ARTICLE XXIX DURATION

- A. This Agreement shall take effect on July 1, 2019, except as otherwise specifically provided in this Agreement, and shall continue in effect to and including June 30, 2022. This Agreement shall thereafter renew itself for terms of one (1) year each, unless by September 15, next prior to the expiration of the contract year involved, either the Committee or the Association shall notify the other, in writing, of their desire to renegotiate the terms of this Agreement.

B. The receipt of any written notice required under this Article shall be acknowledged in writing by the party to this Agreement receiving such notice within fifteen (15) school days of its receipt. Negotiations concerning the subject matter referred to in any such notice shall commence not later than fifteen (15) school days from the date of the acknowledgment in writing of such notice.

APPENDIX A
SALARY SCHEDULES

All steps will receive 2 % per year for three years.

2019/2020

Steps	B+15 & NURSE NBCSN						M+60	Doc.
	<u>B</u>	<u>+9</u>	<u>M</u>	<u>M+15</u>	<u>M+30</u>	<u>M+45</u>	M x 2 <u>C.A.G.S.</u>	
1	47,423	48,904	50,520	51,452	52,511	53,305	54,097	55,554
2	48,970	50,452	52,340	53,416	54,826	55,624	56,271	57,869
3	50,620	52,090	54,308	55,353	56,945	57,736	58,528	60,287
4	53,151	54,620	56,837	57,899	59,477	60,274	61,063	62,824
5	55,797	57,271	59,488	60,542	62,125	62,919	63,705	65,466
6	58,576	60,055	62,271	63,322	64,899	65,694	66,491	68,250
7	61,502	62,986	65,192	66,251	67,832	68,627	69,424	71,182
8	64,573	66,046	68,333	69,330	70,906	71,694	72,479	74,241
9	68,196	69,672	71,880	74,058	74,524	75,311	76,096	77,856
10	72,248	73,730	75,936	76,994	78,582	79,376	80,167	81,927
11	76,630	78,107	80,319	81,382	82,954	83,747	84,541	86,299
12	79,390	80,870	83,080	84,147	85,716	86,509	87,304	89,063

2020/2021

Steps	B+15 & NURSE NBCSN						M+60	Doc.
	<u>B</u>	<u>+9</u>	<u>M</u>	<u>M+15</u>	<u>M+30</u>	<u>M+45</u>	M x 2 <u>C.A.G.S.</u>	
1	48,371	49,882	51,530	52,481	53,561	54,371	55,179	56,665
2	49,950	51,461	53,387	54,485	55,923	56,736	57,397	59,026
3	51,632	53,132	55,394	56,460	58,083	58,891	59,698	61,493
4	54,214	55,712	57,974	59,057	60,667	61,479	62,285	64,080
5	56,913	58,416	60,678	61,753	63,368	64,177	64,979	66,775
6	59,747	61,256	63,516	64,588	66,196	67,008	67,821	69,615
7	62,732	64,246	66,496	67,576	69,189	69,999	70,813	72,605
8	65,865	67,367	69,700	70,717	72,324	73,128	73,929	75,726
9	69,560	71,066	73,318	75,539	76,015	76,817	77,618	79,413
10	73,693	75,204	77,455	78,534	80,153	80,964	81,770	83,566
11	78,162	79,669	81,925	83,009	84,613	85,422	86,231	88,025
12	80,977	82,487	84,742	85,830	87,430	88,239	89,050	90,845

2021/2022

Steps	B	B+15 & NURSE NBCSN +9	M	M+15	M+30	M+45	M+60 M x 2 C.A.G.S.	Doc.
1	49,339	50,880	52,561	53,531	54,632	55,459	56,282	57,799
2	50,949	52,491	54,455	55,574	57,041	57,871	58,545	60,207
3	52,665	54,195	56,502	57,590	59,245	60,069	60,892	62,723
4	55,298	56,827	59,134	60,238	61,880	62,709	63,530	65,362
5	58,051	59,585	61,892	62,988	64,635	65,461	66,279	68,110
6	60,942	62,481	64,787	65,880	67,520	68,348	69,177	71,008
7	63,987	65,531	67,826	68,928	70,572	71,399	72,229	74,057
8	67,182	68,714	71,094	72,131	73,771	74,590	75,407	77,240
9	70,951	72,487	74,784	77,050	77,535	78,353	79,170	81,001
10	75,166	76,708	79,004	80,104	81,757	82,583	83,406	85,237
11	79,725	81,262	83,564	84,670	86,305	87,130	87,956	89,786
12	82,597	84,137	86,436	87,546	89,179	90,004	90,831	92,661

Special conditions for qualifying for B+15 or M+15

- a) Any teacher who, as of September 1, 1983, has obtained fifteen graduate credits beyond his Bachelor's or Master's Degree in his major or minor field of study, in education or in subject areas related to his teaching in the Middleborough Public Schools shall be placed on either the B+15 or M+15 salary schedule as appropriately provided that all such credits offered to qualify for B+15 or M+15 were obtained after the acquisition of the teacher's Bachelor's or Master's Degree respectively.
- b) In order to qualify a teacher for placement on the B+15 or M+15 salary schedule, all semester hour credits earned after September 1, 1983 shall be earned in graduate courses, which must be requested in writing by said teacher and approved in advance in writing by the Superintendent.

Master's Degree plus 30 Semester Hours

In order for a teacher to be eligible for this column, the following must be complied with:

- a) All courses must be of graduate level.
- b) At least eighteen (18) semester hours must be earned in a major field.

Any teacher who otherwise qualifies for such compensation except that he lacks eighteen (18) semester hours in a major field may request a waiver of this provision. In such event, the teacher shall submit a request, together with the reasons therefore, in writing to the Superintendent.

February 10, 1998

Joseph Emerson, Jr., Esquire
Emerson & Emerson
P. O. Box 321
Milton, MA 02186

RE: Article XXI, Discipline and Dismissal

Dear Mr. Emerson:

This is to confirm that the above Article in the Collective Bargaining Agreement in no way diminishes any rights of the School Committee or its agents under Chapter 71, Sections 41 and 42 of the Massachusetts General Laws.

If you have any questions, or if this is not your understanding of this matter, please contact me at your earliest convenience.

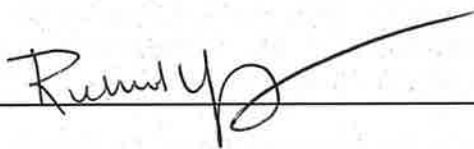
Very truly yours,

Robert B. McGuinness, Consultant
Massachusetts Teachers Association


cc: Gail Twomey

IN WITNESS WHEREOF, the Parties to this Agreement have caused it to be executed in duplicate in their names by their respective authorized officers, on the date first above written.

MIDDLEBOROUGH SCHOOL COMMITTEE

By: 
Date: _____

MIDDLEBOROUGH EDUCATION ASSOCIATION

By: 
Date: 1-6-2020

APPENDIX C
MIDDLEBOROUGH PUBLIC SCHOOLS
Middleborough, Massachusetts

HARASSMENT POLICY

The School Committee of the Middleborough Public Schools reaffirms that they do not discriminate on the basis of race, color, religion, sex, national origin, age, disability or sexual orientation in admission to, access to, treatment in or employment in its program or activities. Consistent with M.G.L. Chapter 76, Section 5, the Middleborough School District also affirms the commitment to maintain a school and work environment free of harassment based on race, color, religion, sex, national origin, age, disability or sexual orientation. Any harassment on the basis of race, color, religion, sex, national origin, age, disability or sexual orientation will not be tolerated and will be punishable to the full extent of the law.

The School Committee will take seriously all complaints of harassment based on sex, race, color, national origin, religion, age, disability or sexual orientation and will investigate complaints thoroughly and as quickly as possible through its designated Title IX and Title VI Coordinator..
Condoning harassment and retaliation for providing information relative to a harassment claim will not be tolerated.

SCOPE OF POLICY:

- ❑ This policy extends to all persons employed by the Middleborough Public Schools.
- ❑ This policy extends to all students in the Middleborough Public Schools.
- ❑ This policy also pertains to those firms and individuals who are contracted to perform work for the Middleborough Public Schools or those individuals who volunteer in the Middleborough Public Schools.

HARASSMENT WITHIN THE SCHOOL ENVIRONMENT

IF SEXUAL HARASSMENT IS REPORTED OR SUSPECTED, REFER TO THE MIDDLEBOROUGH PUBLIC SCHOOLS SEXUAL HARASSMENT POLICY.

The Middleborough Public Schools expects that its employees and/or students respect the rights of co-workers and/or fellow students to a harassment-free school and work environment. To work toward this level of mutual respect and understanding, an employee/student is encouraged to let another employee/student know when that person's behavior or activity is considered offensive and/or leads to uncomfortable work/learning conditions. Once made aware that such a condition exists, such behavior or activity shall cease immediately and permanently. Employees and students may also report harassing conduct to the school administration as set forth in the "PROCEDURES" section below.

The Middleborough Public Schools is committed to the elimination and prevention of harassment in order to maintain a safe and positive working and learning environment. To reach

this goal, the district will provide staff development for identification and prevention of harassment. Initial training will include:

- a. definition of harassment;
- b. explanation of the district policy and policy procedures;
- c. legal prohibitions and consequences of harassment;
- d. pertinent examples of harassment; and
- e. overview of harassment identification and prevention curriculum for students. New employees and others who come into contact with students will receive initial training soon after they begin their responsibilities with the district.

PROCEDURES

If an employee and/or student believes that he/she has been harassed based on sex, race, color, national origin, religion, age, disability or sexual orientation, or that he/she has witnessed such harassment, he/she shall report it, preferably in writing, immediately to his/her supervisor, to his/her teacher, to his/her Principal, to the Superintendent or to the Title IX and Title VI Investigator. It shall be the responsibility of the supervisor, teacher, principal, or the Superintendent to report the incident(s) to the Investigator.

Informal Procedures

Upon notification of a harassment complaint or incident, the Investigator will initially attempt to resolve the dispute through informal procedures. Use of informal procedures makes the assumption that both parties perceive a problem (although they may define that problem differently); both share a common interest in solving that problem; and that together they can resolve the problem in a mutually satisfactory way.

Examples of informal strategies include:

- A. The complainant writing a letter to the accused offender.
- B. Investigator can talk to the accused offender on the complainant's behalf.
- C. The offender and victim might participate in mediation, in which a third party (i.e. the Investigator) helps them to resolve issues between the parties.

Formal Procedures

When informal procedures are not appropriate to resolving harassment disputes, the harassment investigator shall immediately begin the investigation.

An important aspect of the Harassment Policy formal procedures is the right of bargaining unit members involved in any role in matters pertaining to this policy to have association representation present and a commitment to adjust meetings accordingly. If any portion of the policy is in conflict with collective bargaining agreements, the agreement will prevail, provided the provisions of such agreements are not found to be contrary to the law.

- The investigation shall consist of interviewing both the complainant and the alleged harasser, individually and privately. The investigator shall document the statements of both the complainant and the harasser.

- ❑ The alleged harasser shall be informed of the complainant's identity. The alleged harasser will also be informed that retaliation against the complainant in violation of the policy will not be tolerated.
- ❑ If there are any witnesses to the incident of harassment, they shall be interviewed, individually or privately, without either the complainant or the alleged harasser present. The investigator shall document the statements of the witnesses.
- ❑ Within seven (7) workdays the Investigator will provide to the complainant and the alleged harasser an update on the investigation. If not completed within seven workdays, both the complainant and the alleged harasser will be given an expected date of completion of the investigation.
- ❑ After the investigation is completed, the Investigator shall file a written report with the Superintendent and/or the School Committee. If it has been determined by the investigation that harassment has occurred, the harasser shall be subject to discipline, up to and including termination. The discipline shall be filed in the harasser's personnel file. Also, corrective action shall be taken. Both the disciplinary action and the corrective action shall be taken as quickly as possible.
- ❑ If the investigator does not substantiate the complaint of harassment, then nothing is placed in the accused harasser's personnel file.

NOTE: Retaliation against complainant and/or witnesses after a "finding" or "non-finding" will not be tolerated. Both parties shall be provided with a copy of the investigator's report.

If either the complainant or the alleged harasser is dissatisfied with the results of the investigation of the accusation of harassment, he/she may discuss his/her dissatisfaction directly with the Investigator. If still dissatisfied, he/she may discuss his/her dissatisfaction with the Superintendent of Schools. Members of the collective bargaining unit may also turn to the grievance procedure set forth in the applicable collective bargaining agreement.

Students should refer to procedures outlined in the student handbook regarding incidents of harassment. In addition, students and employees should be aware that they may have further recourse under the law governing harassment.

Identification Of Appropriate State And Federal Employment Discrimination Enforcement Agencies And Directions As To How To Contact Such Agencies.

- Office for Civil Rights, U.S. Department of Education, 33 Arch Street, Suite 900, Boston, MA 02110-1491
- Massachusetts Commission Against Discrimination, 1 Ashburton Place, Boston, MA 617-727-3990
- Equal Employment Opportunity Commission, 150 Causeway Street, Suite 1000, Boston, MA 1-800-669-3362

Title IX and Title VI Coordinator/Harassment Investigator

Carolyn J. Lyons, J.D.

Director of Pupil Personnel Services

John T. Nichols, Jr., Middle School

112 Tiger Drive

Middleborough, MA 02346

Telephone: 508-946-2013

Approved by Middleborough School Committee August 14, 2008

