Contract Between the Ralph C. Mahar Regional School Committee and the Mahar Teachers Association

July 1, 2019 to June 30, 2020
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Contract

Pursuant to the provisions of Chapter 150E of the General Laws of the Commonwealth of Massachusetts, this Contract is in effect from July 1, 2019 to June 30, 2020, is made by and between the School Committee of the Ralph C. Mahar Regional School District (hereinafter sometimes referred to as the Committee and the School respectively) and the Mahar Teachers Association (hereinafter sometimes referred to as The Association).

Preamble

In making this Contract, the parties to it affirm that it is their joint purpose to provide education of the highest possible quality to the children of the District and assert their recognition of the importance of harmonious relations between themselves in carrying out their responsibilities and authority of each of the parties to this Contract be understood by all. They reaffirm their intention of working toward open consultation and the free exchange of views between professional staff, the Superintendent, and the Committee in the formation of and implementation of policies relating to wages, hours, and other conditions of employment.
**Article I**

**Recognition of Bargaining Agent**

For the purpose of collective bargaining with respect to wages, hours, and other conditions of employment, the negotiation of collective bargaining agreements, and the resolution of any questions arising thereunder, the Committee recognizes the Association as the exclusive bargaining agent and representative of all professional employees of the Committee, including but not limited to, teachers, professional guidance personnel, nurses, coordinators, directors, school psychologists, and librarians, excepting however superintendent, principal, and dean of students. The association reserves its right to bargain over the impact of any and all changes related to the Education Reform Act of 1993. Unless otherwise indicated, the employees in the above unit will be hereinafter referred to as the “teachers”.

**Article II**

**Freeze-In Clause**

Subject to the provisions of this Contract, and except as otherwise provided by Appendix A attached hereto and made a part hereof, the wages, hours, and other conditions of employment prior to the effective date of the contract of employees covered by the Contract shall continue to be applicable.

**Article III**

**Duration**

This Contract shall be effective as of July 1, 2019 and shall continue in force until June 30, 2020 and shall thereafter automatically renew itself for successive one (1) year periods unless by November 1 of the calendar year preceding the calendar year in which this Contract expires either the Committee or the Association shall have given the other written notice of its desire to modify or terminate this Contract.
Article IV

Negotiation for Successor Agreement

If a successor agreement is not reached before the expiration date of the existing Contract, the existing Contract shall remain in effect until the successor agreement is reached.

Article V

Payroll Deductions

The Committee shall certify to the Treasurer of the Ralph C. Mahar Regional School District, payroll deductions as follows:

For the payments of dues to the Association as authorized by employees covered by this Contract. Deductions are to be made in sixteen (16) equal payments beginning with the first payroll in October, and any unpaid balance is to be deducted from a teacher's final check.

Changes in accounts or payment amounts must be made known to the Human Resource Specialist no later than two (2) weeks prior to the first payday of a new Contract year. Each January, there will also be an additional one (1) week to allow teachers to notify the Human Resource Specialist so that additional adjustments in accounts or payment amounts can be made. The administration will give at least one (1) week notice to all teachers as to the start of the January period. In the case of emergency this may be waived at the discretion of the Superintendent.

Direct Deposit of paychecks is required. For payroll deductions for Direct Deposit, there can be no more than three (3) Bank Account Deposits. In addition, money may be deducted for a Tax Sheltered Annuity or its equivalent.

Article VI

Rules, Regulations, and Standing Policies Concerning Teachers

(This Article does not apply to the position of School Nurse, please see Article XXVII)
A. The School Year for Teachers

a. Length

i. The work year for employees covered by this Contract shall total 184 days. The work year for Professional Guidance Counselors shall total 194 days. The work year for employees shall begin no earlier than August 21st. The work year shall be no more than four (4) days in excess of the minimum school year established by the State Department of Education. These four (4) days include: Two (2) days at the beginning of the school year, one (1) Classroom Preparation Day between first and second semester, and one (1) Professional Development Day during the school calendar year.

ii. Teachers new to the system, or returning to it after an absence of one year or more may be required to attend an orientation program in the two weeks prior to the week in which school opens for students. Said orientation is to be up to two (2) days’ duration.

b. Work Between Two School Years for Teachers

i. Except to meet extra and/or co-curricular responsibilities for which compensation is made under Appendix A, all employees covered by this Contract who are called to work after the last day of the teacher year and before the first day of the next teacher year, shall be compensated at the per diem rate in effect the preceding work year.

ii. The Superintendent will authorize in writing up to ten (10) additional work days for the employee if such work days are deemed necessary by the Superintendent and the employee.

c. Early Release

i. Permission for teachers to leave school before the end of a school year for the purpose of attending a summer institute may be granted at his/her discretion by the Superintendent provided that the following conditions are met:

1. The absence of the teacher will not seriously affect the operation of the school time involved.

2. The teacher is under contract to return to Mahar at the start of the next school year. (Compensation for the time absent shall not be
paid until the teacher has in fact returned to take up his or her duties in the system at the start of the next school year.)

3. The request for early release must be made in writing prior to April 15th of the year in which the institute is to be held.

4. The institute must be in the general subject area being taught by the teacher making the request

d. E-Learning

1. When an E-Learning day is declared by the Superintendent, teachers will be responsible to provide online instruction to their students as outlined in the Ralph C. Mahar Regional E-Learning Plan. (See: RCM: E-Learning Plan, 2018-2019)

B. The School Day for Teachers

a. Length

i. The school day for teachers shall begin at 7:40 A.M. and shall end at 3:00 P.M., except on Fridays and the day before a holiday or vacation it will end at 2:10 P.M. or ten (10) minutes after student dismissal if it occurs earlier. Teachers may leave at 2:15 P.M. on Thursdays unless their presence is required for a meeting or conference.

ii. Teacher's presence is required at a weekly 60 minute meeting block on Mondays after the end of the school day for faculty meetings, department meetings, and/or PLCs (2:10 - 3:10); practices and activities begin at 3 P.M. on Mondays; Tuesdays and Wednesdays are after-school help days until 3P.M.

1. One working Monday will be a faculty meeting.
2. One working Monday will be department meetings.
3. Any additional working Mondays will be for PLCs, as agreed upon by the administration and the union

iii. Except in cases of clear and demonstrable emergency, teachers intending to be absent from school from the school during the school day must so notify the principal or his designee no later than 6:30 A.M. of the day involved. Teachers not complying with this regulation will not be paid for the day in question.
C. Meetings During the School Day

a. Faculty or other professional meetings scheduled after the end of the school day will normally last no longer than two (2) hours. Teachers shall remain in attendance until the conclusion of the meeting. They may be excused with prior approval of the building administrators.

b. Teachers shall be compensated 25 dollars for attending full IEP/504 meetings during their clerical period.

c. Mahar Teachers Association meetings may not be held during the school day for teachers.

D. Teachers’ Responsibilities

a. The teaching staff of the school has the general responsibility of applying its professional expertise and experience to provide education of the highest possible quality.

b. Administratively, all teachers are responsible for implementing all rules and regulations concerning student conduct.

c. In unusual circumstances, coordinators and directors may be assigned supervisory duty on an occasional basis, but, in any case shall not be assigned said duty during a semester in which three (3) blocks are assigned. Reasonable effort will be made to do so in an equitable manner. For the purpose of this article, supervisory duty is defined as being that duty in which the teacher’s role is substantially one of monitoring student behavior and assisting with student control in school corridors, study halls, cafeteria, and bus loading and unloading areas.

d. All teachers are to be held responsible for the proper care of classrooms and equipment under their supervision, and may be held financially accountable for loss or damage due to their negligence in this regard.

e. All teachers are required to sign out when leaving the building, however, if done during unassigned time, teachers will be able to sign out without the loss of accrued time.
E. Miscellaneous

a. Every Middle and High School teacher is to have a minimum of one (1) duty-free professional period equivalent to one (1) long block daily.

b. Daily instructional time for Middle and High School teachers will be assigned three (3) teaching long blocks out of four (4) long block schedule, or their equivalent.

c. Current Practices: all current practices relating to: (1) teacher’s lunch periods, (2) the frequency of faculty, coordinator and department meetings, (3) the number, length, and rotation of classes, and (4) teachers attending one (1) parents night per year that will be scheduled between the hours of 6:00 and 8:00 P.M. (and Individual conferences in the spring may be made at the request of teacher or parents) shall be continued during the life of this Contract.

d. Coordinators will be assigned three (3) teaching blocks during one (1) semester and two (2) teaching blocks the other semester. Coordinators teaching courses that are offered on an alternative day schedule may be assigned three (3) teaching blocks one (1) day and two (2) teaching blocks on alternate days all year long.

e. Teaching load: Except on a voluntary basis, no teachers shall be assigned more than three (3) preparations per day, average. For the purpose of this article, this does not apply to Special Education teachers, Physical Education teachers, Technology Education teachers, and Music teachers.

f. Field Trips: Supervisors and directors responsible for student field trips are required to get approval at least two (2) weeks before making definite plans for trips with students and/or their parents.

g. Teacher schedules: Teaching schedules for the coming year shall be issued in June, subject to change with the approval of the principal and the coordinator. Notice of any change in the schedule will be given as early as possible to enable teacher to devote time during the summer to preparation in specific known area.

h. Period coverage: Teachers may elect to cover another classroom during their clerical period for $25.00 per 85 minute block.

F. Class Size Since the pupil-teacher ratio is an important aspect of an effective educational program and directly impacts a teacher’s workload, the Committee and the Association agree that, where economically feasible and where adequate space is available, the staffing ratio policy (and the class size and maximum student load derived
therefrom) now in effect shall remain in effect for the life of this Agreement. Class size can be adjusted when agreed upon by both the department coordinator and the administration. The Committee will, where possible and practicable, and where economic and educational considerations permit, attempt to maintain a pupil to professional staff ratio no higher than the full number immediately above the existing ratio.

**Article VII**

**Teachers’ Rights**

A. No teacher shall be disciplined, made to suffer reduction in compensation, denied an increment, suspended, dismissed, or given an adverse evaluation of his or her professional services without just cause.

B. Any complaint brought by a parent, student, or other persons against a teacher or other person for whom a teacher is administratively responsible must be reported to the teacher if it may become cause for criticism in a subsequent evaluation report or is filed in the teacher’s personnel file. The identity of the person initiating the complaint and that of any other person(s) who may have knowledge concerning the behavior which led to the filing of the complaint must be revealed to the teacher involved.

C. Communications concerning the conduct of a teacher’s professional duties are to be deemed confidential in nature and may not except with his or her consent or when required by law be disclosed.

D. Teachers have the right to review the contents of their personnel files originating after their employment in the District. Teachers have the right to have a representative of the Association accompany them when reviewing their files, and my copy portions of said files.

E. Teachers who believe material placed in the files originating after their employment in the District is either in error or inappropriate may seek adjustment through the grievance procedures outlined in this agreement or may submit a written rebuttal to the material for inclusion in the file. After a period of seven (7) years, upon request of the teacher, such material may be removed from the file, providing there be no further complaints on the same issue placed in the file during that time period.
F. The parties to this collective bargaining agreement recognize the “exclusive remedy” provisions of M.G.L. c. 150E, & 8 and the amendment to M.G.L. c. 71 providing some educational employees the right to access a statutory arbitration procedure. The parties further agree that an employee who is subjected to disciplinary action, where such disciplinary action can be reviewed by an arbitrator appointed by the Massachusetts Department of Elementary and Secondary Education pursuant to M.G.L. c. 71 or through this article, may pursue an appeal of his/her grievance through either the grievance procedure or such state appointed arbitrator. The parties further agree that whichever arbitration forum in which review of a disciplinary action is first requested shall be the exclusive method for the resolution if such dispute, foreclosing access to the other arbitration forum. If the grievance is pursued through the grievance procedure, the grievance will not proceed to Level Three of the grievance procedure, but instead will go directly from Level Two to Level Four.

G. No Teacher will be disciplined, reprimanded, reduced in rank, or denied professional advantage without just cause. No Teacher with professional status will be dismissed without just cause. The provisions of M.G.L. c. 71, & 42 will be followed regarding dismissal of teachers without professional status.

H. The Committee agrees that it will follow the principle of progressive discipline. The parties agree that expectation letters will not be considered discipline, and will not be part of the progressive discipline process. Expectation letters will be utilized to inform employees regarding expectations, and will not be placed in employee personnel files.

I. Any material derogatory to a professional staff’s conduct, service, or personality will be placed in the personnel file only after the staff member has been given an opportunity to review the material and respond to it in writing. Should the professional staff member desire to prepare a written response, it will also be attached to the material in question.

J. Supervisory personnel must be aware of the desirability, in fairness to the professional staff, of giving the professional staff member prompt notice of any complaints received relative to such professional staff member from other professional staff, from parents, from students, and/or from others which may have a bearing on the professional evaluation of the professional staff member so as to give the professional staff member adequate and early opportunity to rectify the situation.

K. Upon written request professional staff will have the right to review, at reasonable times, the contents of their personnel file and said professional staff member will have the right to copy any document. Any documents received prior to employment, and which predate the Freedom of Information Act, are specifically excluded from the right of review. During such review, the professional staff member has the right to have present another person of the professional staff member's choosing.
L. Any disciplinary action taken against a professional staff member will be in conformance with appropriate State Statutes.

**Article VIII**

The Evaluation of Teachers

[Click here for Ed Eval Model Language](#)

**Timelines (Dates in italics are provided as guidance)**

<table>
<thead>
<tr>
<th>Activity</th>
<th>Completed By:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Superintendent, principal or designee meets with evaluators and educators to explain evaluation process</td>
<td>September 15</td>
</tr>
<tr>
<td>Evaluator meets with first-year educators to assist in self-assessment and goal setting process</td>
<td>October 1</td>
</tr>
<tr>
<td>Educator submits self-assessment and proposed goals</td>
<td></td>
</tr>
<tr>
<td>Evaluator meets with Educators in teams or individually to establish Educator Plans (Educator Plan may be established at Summative Evaluation Report meeting in prior school year)</td>
<td>October 15</td>
</tr>
<tr>
<td>Evaluator completes Educator Plans</td>
<td>November 1</td>
</tr>
<tr>
<td>Evaluator shall complete first observation of each Educator</td>
<td>November 15</td>
</tr>
<tr>
<td>Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired)</td>
<td>(January 15)</td>
</tr>
<tr>
<td>* or four weeks before Formative Assessment Report date established by Evaluator</td>
<td></td>
</tr>
<tr>
<td>Evaluator shall complete mid-cycle Formative Assessment Reports for Educators on one-year Educator Plans</td>
<td>February 1</td>
</tr>
<tr>
<td>Evaluator holds Formative Assessment Meetings if requested by either Evaluator or Educator</td>
<td>February 15</td>
</tr>
<tr>
<td>Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired)</td>
<td>April 20*</td>
</tr>
<tr>
<td>*or 4 weeks prior to Summative Evaluation Report date established by evaluator</td>
<td></td>
</tr>
<tr>
<td>Evaluator completes Summative Evaluation Report</td>
<td>May 15</td>
</tr>
</tbody>
</table>
Evaluator meets with Educators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory  
June 1

Evaluator meets with Educators whose ratings are proficient or exemplary at request of Evaluator or Educator  
June 1

Educator signs Summative Evaluation Report and adds response, if any within 5 school days of receipt  
June 1

**Educators with PTS on Two Year Plans**

<table>
<thead>
<tr>
<th>Activity</th>
<th>Completed By:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Evaluator completes unannounced observation(s)</td>
<td>Any time during the 2-year evaluation cycle</td>
</tr>
<tr>
<td>Evaluator completes Formative Evaluation Report</td>
<td>June 1 of Year 1</td>
</tr>
<tr>
<td>Evaluator conducts Formative Evaluation Meeting, if any</td>
<td>June 1 of Year 1</td>
</tr>
<tr>
<td>Evaluator completes Summative Evaluation Report</td>
<td>May 15 of Year 2</td>
</tr>
<tr>
<td>Evaluator conducts Summative Evaluation Meeting, if any</td>
<td>June 10 of Year 2</td>
</tr>
<tr>
<td>Evaluator and Educator sign Summative Evaluation Report</td>
<td>June 1 of Year 2</td>
</tr>
</tbody>
</table>

**Educator Evaluation Guidelines**

**A. The number of Educator observations shall be in accordance with the following:**

<table>
<thead>
<tr>
<th>Plan</th>
<th>Minimum Number of Announced Observations</th>
<th>Minimum Number of Unannounced Observations</th>
</tr>
</thead>
<tbody>
<tr>
<td>Developing Educator Plan (Non-PTS or First Year in new assignment)</td>
<td>Two (2) per year</td>
<td>Two (2) per year</td>
</tr>
<tr>
<td>Directed Growth Plan</td>
<td>Two (2) per year</td>
<td>Two (2) per year</td>
</tr>
<tr>
<td>Self Directed Growth Plan</td>
<td>One (1) per evaluation cycle</td>
<td>One (1) per evaluation cycle</td>
</tr>
</tbody>
</table>
B. Definitions and requirements of in-classroom visits by Evaluators:

a. Walkthroughs:
   i. Walkthroughs are short visits to the classroom, typically five (5) minutes or less which do not result in written feedback and will not be used as part of the Educator evaluation process. Following a walkthrough the Evaluator will have a conversation with the Educator regarding suggestions, recommendations, and/or expectations. A brief written note or email may follow.

b. Announced Observations:
   i. Announced observations will be conducted with a pre-observational and post-observational conference. Announced observations shall be at least twenty (20) minutes in duration. The written follow up to the announced observation shall be in accordance with the Standard, Judgment, Evidence, Impact statement, recommendations (optional) format (hereinafter “SJEIR”).

c. Unannounced Observations:
   i. Unannounced observations require a post-observational conference, but shall not require a pre-observational conference. Educators shall be informed prior to the unannounced observation by email that the unannounced observation will be occurring within the next five (5) school days. Unannounced observations shall be at least twenty (20) minutes in duration. Written follow up to the observation shall be in accordance with the SJEIR format.

C. SJEIR Format

a. for clarity on the SJEIR format, the following examples are included as part of this MOA as guidance to Evaluator and Educators:

b. SJEIR example:
   i. Mr. C planned in a way that anticipated areas of potential difficulty connected to this lesson. The concepts taught are a part of the fourth grade unit on electricity. He created all the activity sheets connected to this lesson: Wiring Diagram A & B and Individual Apprentice Packets. Each activity sheet had clear and concise directions that highlighted the steps that students needed to complete. Mr. C modified the commercial materials to prevent student frustration. The lesson originally required the batteries being placed in a paper towel roll, but he recognized this may be
difficult for some of the students. He made battery holders out of wood so the students’ focus would be on the objective of the lesson, and not trying to keep the batteries in the roll. As a result of his planning, students were able to work with a high level of independence.

c. Important Signal Words for educators and evaluators in dialogue on practice as well as in written feedback:

i. A suggestion: a practice to try if you’d like, giving someone an idea to try in general.
   1. “I suggest you think about your routine for distributing iPads in order to increase time on learning.”

ii. A recommendation: a practice you seriously might consider trying or giving someone a choice or option. An educator should have a logical rationale for not considering implementing a recommendation or a variation of the recommendation and should discuss the recommendation and any concerns or issues about the recommendation with his/her evaluator in order to come to a consensus. Recommendations should be considered coaching support on area(s) that an educator may need to strengthen in order to demonstrate proficiency.
   1. “It is recommended that you record your estimated time for each activity and then compare it to the time actually spent or identify a routine that it not working and plan a lesson to teach, practice and test students’ acquisition of the modified routine.”

iii. An expectation: a practice you must initiate
   1. “It is an expectation that you will post the itinerary every day and communicate learning objectives for every lesson.”

D. Focuses of Walkthroughs and Observations:

a. Well Structured Lessons (I.A.4)- Develops well-structured lessons with challenging, measurable objectives and appropriate student engagement strategies, pacing, sequence, activities, materials, resources, technologies, and grouping.

b. Student Engagement (II.A.2)- Consistently uses instructional practices that are likely to motivate and engage most students during the lesson.
E. Evaluation Forms:

a. The districts will use the MA Educator Evaluation Forms in the Educator Evaluation process. These forms will be replicated in Google Docs for ease of use and for sharing purposes.

F. Number of Artifacts:

a. The minimum number of Artifacts which must be submitted by the Educator at the end of the evaluation cycle shall be in accordance with the following:

<table>
<thead>
<tr>
<th></th>
<th>Standard 1</th>
<th>Standard 2</th>
<th>Standard 3</th>
<th>Standard 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Self-Directed</td>
<td>1</td>
<td>1</td>
<td>3-4</td>
<td>3-4</td>
</tr>
<tr>
<td>(PTS)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Non-PTS</td>
<td>1</td>
<td>1</td>
<td>3-4</td>
<td>3-4</td>
</tr>
</tbody>
</table>

G. The Supervising Evaluator:

a. revise definition in accordance with the following:

i. “Supervising Evaluator may be a Department Coordinator/Director and shall be responsible for developing the Educator Plan, supervising the Educator’s progress through the formative assessments, making recommendations on the Educator’s progress towards attaining the Educator Plan goals, and the Educator Plan. The Supervising Evaluator may be the Primary Evaluator or his/her designee. This will not preclude the Principal or Superintendent from also conducting evaluations.”

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**Article IX**

**Grievance Procedure**

A. Definition

a. A “grievance” is a claim based upon an event or condition which affects the welfare and/or condition of employment of a teacher or groups of teachers and/or the interpretation, meaning, or application of any of the provisions of this Agreement or any subsequent agreement entered into pursuant to the Agreement. A “grievant” is defined as an employee, employees, or the Association submitting the grievance.
B. Time Limits

a. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problem which may from time to time arise affecting the welfare or working conditions of teachers. Both parties agree that these proceedings will be kept informal and confidential as may be appropriate at any level of the procedure. Nothing in this grievance procedure will preclude the parties from resolving issues informally, provided said informal does not violate the terms of this Agreement.

b. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum, and every effort should be made to expedite the process.

c. A “grievance” shall be deemed to have been waived, and shall not be further processed under this grievance process if it has not been presented or pursued within those time limits herein set forth. The time limits specified may be extended by a mutual agreement in writing.

C. Grievant and Association Rights

a. The grievant shall have the right to be represented by the association at all meetings involving the grievance.

b. No reprisal of any kind will be taken by the School Committee or by any member of the administration against the grievant, any member of the association or any other participant in the grievance procedure by reason of such participation.

c. Decisions rendered at Levels One, Two, Three, and Four of the grievance procedure will be in writing setting forth the decision and the reasons therefore and will be transmitted promptly to the grievant and to the representative of the Association.

d. All documents, communications, and records dealing with the processing of the grievance will be filed separately from the personnel files of the participants.

e. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be jointly prepared by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

D. Procedure

a. Level One

i. A teacher with a grievance will present it, in writing, to his/her building principal/immediate supervisor, either directly or through the Association, or appointed representative of the Association within fifteen (15) school days of the time the teacher or the Association knew or should have known of the act or condition on which the grievance is based.

ii. Within ten (10) school days of receipt of the grievance, the principal/immediate supervisor will meet with the grievant. Within five (5)
school days of the meeting, the principal/supervisor will render a written response.

b. Level Two
   i. If the grievance has not been resolved to the satisfaction of the grievant and/or the Association within five (5) school days of the meeting at Level One, or if no response has been made within the said time period, the grievant may present the grievance in writing to the superintendent within ten (10) school days of the Level One response, or the response due date, whichever is earlier.

c. Level Three
   i. If the grievance is not resolved to the satisfaction of the grievant or the Association within ten (10) school days of the meeting at Level Two, or if no response has been made within said time period, the grievance may be presented in writing to the School Committee within ten (10) days of the Level Two response, or the response due date, whichever is earlier.

   ii. The School Committee will schedule a hearing of the grievance at its next regularly scheduled meeting or within fifteen (15) school days, whichever is sooner. The School Committee will render its response, in writing, within ten (10) school days following the meeting at Level Three.

   iii. In cases involving discipline, the parties may mutually agree in writing to proceed directly from Level Two to Level Four of this Grievance Procedure.

d. Level Four
   i. If the grievance is not resolved to the satisfaction of the Association within ten (10) school days of the meeting at Level Three, or if no response has been made within said time period, the Association may submit the grievance, in writing, for arbitration through the American Arbitration Association, with copy to the superintendent and the School Committee, within fifteen (15) school days of the Level Three response, or the response due date, whichever is earlier.

   ii. Only a grievance involving a claim that the School Committee and/or its agents has violated, misinterpreted, or misapplied and of the provisions of this agreement or any subsequent agreement entered into pursuant to this agreement shall be subject to arbitration.

   iii. The decision of the arbitrator shall be final and binding on the School Committee, the Association, and the grievant(s). The arbitrator shall be bound by all the terms of this Agreement and shall have no power to add to, subtract from, or in any way modify its provisions.

   iv. The expenses for such arbitrators’ fees shall be shared equally by the School Committee and the Association.
a. **Class Action Grievance**
   
   i. If in the judgment of the Association, and within fifteen (15) school days of the time the teacher of the Association knew or should have known of the act or condition on which the grievance is based, a grievance affects a group or class of teachers, the Association may submit each grievance in writing to the Superintendent directly and the processing of such grievance will be commenced at Level Two. The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

**Article X**

**Responsibilities and Authority of the Committee**

A. In accordance with the Massachusetts General Law, the School Committee is responsible to the citizens of the District for carrying out its mandate to provide education of the highest possible quality for the children of the District. To that end, it is agreed that the Committee has complete authority for establishing policies pertaining to the schools and the administration of the schools, and that it exercises its authority under the law. Specifically, the authority of the Committee includes, but is not limited to the following matters:

   a. Approval of courses to offered in the school
   b. Determination of extended school services to be offered
   c. Direction of evening and summer schools it may establish
   d. Control of student organizations
   e. Regulation of student attendance at school
   f. Determination of release time for students
   g. Appointment of Superintendent
   h. Approval of extra-and intramural athletic programs
   i. Final approval of the adoption of all major educational equipment
   j. Determination of the budget of the District

B. The Superintendent of the Ralph C. Mahar Regional School is responsible for carrying out the policies and overseeing the general administration of the school as directed by the Committee and may, from time to time, exercise such other authority and responsibilities as he/she is directed to do by the Committee.
Article XI
Teacher Leave Policy

A. FMLA, SNLA, MPLA, DVLA
   a. The Ralph C. Mahar Regional School Committee will comply with the provisions of the Family Medical Leave Act of 1993 (FMLA), Small Necessities Leave Act (SNLA), the Massachusetts Parental Leave Act (MPLA), and the Domestic Violence Leave Act (DVLA). The School Committee’s FMLA, SNLA, MPLA, and DVLA policies are available in the Principals’ offices in the school building and from the Association President. These policies outline the general requirements of the FMLA, SNLA, MPLA, and DVLA, but are not meant to be all inclusive. The Committee’s FMLA, SNLA, MPLA, and DVLA policies are available on the Committee’s website and will be posted in the building. Accumulated sick and/or personal leave time may be used if allowed by the terms of this Agreement.

B. Sick Leave
   a. Fifteen (15) days sick leave shall be allowed each teacher in each academic year. Any unused days may accumulate to a total of one hundred fifty (150) days.
   b. Sick Leave shall be used for the following reasons:
      i. Illness of the teacher. Whenever the Administration has cause to believe that a pattern of abuse of sick leave exists, the teacher concerned shall be so notified in writing with a copy of such letter to go to the Association. The continuation of said pattern may result in the requirement of a doctor’s certificate justifying the teacher’s absence and a refusal to pay sick leave for all future absences during the current school year for which such a certificate is not supplied.
      ii. Hospital tests for employees.
      iii. Illness in the immediate family: No more than ten (10) sick leave days a year may be taken by a teacher in the cause of illness in the immediate family such as to justify the necessity of his or her presence. In extraordinary situations, the Superintendent has discretion to grant up to five (5) additional days. If the teacher believes additional time is needed, the Superintendent may grant unpaid leave without loss of regular sick leave. For purposes of this article, immediate family is taken to mean mother, father, spouse, son, daughter, sister, brother, step-parents, stepchildren, foster parents, grandparents, parents-in-law, grandchildren, brother and sisters-in-law. In addition, the Superintendent may, for good cause, extend the privilege herein granted, to cover the illness of others who may stand in a close relationship to the teacher.
iv. Death in other than immediate family. The necessity for and length of leave to be determined by the Superintendent after a fair consideration of the circumstances.

v. The Committee reserves the right to insist that teachers take time off with sick leave pay under certain circumstances.

C. Sick Leave Bank

a. The Mahar Teachers Association will form a Sick Leave Bank Committee to organize and administer a Sick Leave Bank with a school administrator. If a member of the Sick Leave Bank uses all of his/her sick leave days for just cause, he/she may have additional sick leave days from the Sick Leave Bank for legitimate reasons until such time as he/she accrues more sick leave days of his/her own or exceeds the limits defined below.

i. Each employee covered by this Contract may become a member of the Sick Leave Bank by donating one (1) sick leave day to the Bank within forty-five (45) days of the effective date of this Contract or within forty-five (45) days of his/her employment by the Regional school Committee, whichever is later. Each member of the Sick Leave Bank will also agree to donate one (1) additional day at the beginning of each school year thereafter plus any days assessed by the Sick Leave Bank Committee under Paragraph 4 below.

ii. Any member of the the Sick Leave Bank may withdraw from the Bank for a subsequent school year by giving written notice to the Sick Leave Bank Committee and the Regional School Committee by September 15 of the school year during which he/she no longer desires membership.

iii. Each member of the Sick Leave Bank may receive up to ten (10) days of sick leave from the Bank per school year on approval of the Sick Leave Bank Committee. Upon receipt of a doctor’s certification of illness or disability, additional days of sick leave from the Bank may be granted by a majority vote of the membership of the Sick Leave Bank. If it is not feasible to receive this approval or vote prior to a member’s absence, the Regional School Committee may withhold the salary of the teacher for the days in question until such time as a decision has been made. If the Sick Leave Bank Committee approves, the days shall be deducted from the Bank’s total, and the teacher shall be paid his/her salary in full for the days in question.

iv. If the number of sick leave days in the Bank are depleted below a number to be determined by the Sick Leave Bank Committee, one (1) additional day for the Bank may be assessed to each member.

v. If the sick leave days in the Bank equal or exceed a number fixed by the Sick Leave Bank Committee, at the end of the school year, the past members of the Bank will not need to donate any days to maintain
membership for the following year unless days are needed under Paragraph 4 above.

vi. If a teacher who once decided not to join the Sick Leave Bank decided to join in a subsequent school year, his/her initial donation to the Bank must equal the total number of days that he/she would have donated to the Bank throughout the years had he/she joined initially. In no case will this initial donation exceed ten (10) days.

vii. No member of the Sick Leave Bank will be denied continuation of membership in the Bank because he/she has no sick leave days of his/her own to donate to the Bank when additional assessments are made.

viii. By November 1 of each school year the Regional School Committee will inform the Sick Leave Bank Committee in writing of the number of sick leave days accrued by each member of the Bank and the number of days accrued by the Bank itself according to its records.

D. Emergency Leave

a. Teachers absent because of unusual or imperative reasons for which their attendance is clearly required and for which no other arrangements can be made, may be excused by the Superintendent without loss of pay.

b. Personal Days must be used before granting of Emergency Days will be considered. The Superintendent will waive the three (3) day notice of request for Personal Day in deemed emergency situations.

c. Lack of transportation or inclement weather will not be cause for granting Emergency Leave.

d. For death in the immediate family, up to four (4) days immediately following the death may be granted. These days are not to be deducted from sick leave and may be extended by the Superintendent after fair consideration of the circumstances.

E. Religious Holidays

a. Up to two (2) days per academic year may be used by each teacher for the observance of religious holidays requiring the absence of the teacher from school.

F. Personal Leave

a. The Committee will provide a record of each member’s unused, accumulated personal days to the Association by November 1 of each year.

b. Three (3) days leave per academic year may be taken by each teacher for personal reasons for which no explanation need be given, subject to the following conditions:
i. Consecutive personal days may not be used the two (2) days before or after a holiday or vacation period or used one (1) day before and one (1) day after a vacation or holiday period unless prior approval of the Superintendent has been secured.

ii. At least three (3) days advanced notice of the intended leave must be given to the Superintendent.

iii. No more than three (3) teachers will be granted personal leave on the same school day.

iv. One unused personal leave day may be rollovered for future use with a cap of four (4) personal leave days per year.

v. Unused personal leave days shall accumulate to a maximum of five (5) days for the purpose of full buy-back upon retirement.

G. Unpaid Leave

a. Whenever any teacher is absent for reasons other than those specified above, time equivalent to the absence will be deducted from his or her regular sick leave and no payment for the time will be made whether or not a substitute was obtained.

H. Unpaid Leave for Study and/or Research

a. An unpaid leave of absence for up to one (1) year may be granted to any teacher for the purpose of engaging in study or for travel or work programs related to his/her professional responsibilities. At the end of the leave, the teacher shall be restored to his/her previous position or to a similar position with the same status, pay, length of service, credit, and seniority.

I. Parenthood Leave

a. Maternity leave shall be granted in accordance with Chapter 149, Section 105D of the General Laws of Education Relating to School Committees.

b. Parenthood leave shall be granted for up to a two (2) year period under the terms of Chapter 149, Section 105D of the General Laws of Education Relating to School Committees.

J. Professional Development Leave

a. Up to two (2) days paid leave, in the aggregate, shall be provided for representatives of the Mahar Teachers Association to attend conferences. All expenses for the conference, including expenses for the substitute, will be borne by the Association. The request to attend the conference must be made at least one (1) week in advance to the principal.
**Article XII**

**Travel and Supply Reimbursements**

A. The mileage allowance for school business travel shall be at the Federal reimbursement rate

B. Teachers required to return to school in the evening for group or committee meetings approved by the Superintendent and for which no other compensation is made, shall be reimbursed for round trip mileage between the school and their residence at the rate fixed for official travel.

C. Mileage allowances will not be paid for events such as Open House, Graduation, Science Fair, and School Committee matters

D. Each classroom teacher will be reimbursed up to fifty dollars ($50) for the purchase of educational supplies and materials used in his/her classes, subject to approval by the department coordinator.

**Article XIII**

**Insurance Indemnification**

A. For each employee the Committee will pay 50% of the premium on:
   a. Life Insurance - $10,000 renewable term insurance
   b. Accidental Death and Dismemberment - $10,000

B. The employee will pay 25% of the cost of Blue Cross/Blue Shield premium or 25% of the cost of the premium of a mutually-agreed-upon plan.

C. The Committee will provide, if available, a BC/BS group dental plan or mutually agreed upon plan and a Rider for coverage of college students under the medical plan, at full cost to the employee.

D. The Committee agrees to provide benefits under the Worker's Compensation Act, as provided under S.34 of Chapter 152 of the General Laws of the Commonwealth of Massachusetts.
E. The Committee shall provide indemnification whenever any teacher shall become eligible therefor under the provisions of Chapter 258 of the General Laws of the Commonwealth as most recently amended.

**Article XIV**

**Payment of Teachers’ Salaries**

A. The salary provided teachers protected by this Contract is deemed by the Committee and the Association to be fully earned by the close of the teachers’ school year and proportionately during the school year. In the event of the termination of a teacher’s service for any cause at the end of or at any time during the school year, amounts of salary earned but withheld to the date of termination shall be payable to the teacher, or in the event of death, to the executor or administrator of his/her estate.

B. Teachers may elect to receive their salary in either 21 or 26 bi-weekly installments beginning with the first pay period in September and subject to the following provisions:

   a. The teacher must give written notice to the Superintendent’s Office, if he or she elects the 21 payment plan, on or before the 20th of June preceding the school year in which said payment is desired, or upon signing an initial Contract with the District, whichever is the later. The teacher will continue to receive payments in 21 installments unless written notice to discontinue this plan is given within the time limit stated above.

   b. Teachers electing the 21 payment plan who are under Contract to return to Mahar for the next school year will have deducted with their normal insurance payments in June of the Contract year which this plan is in effect, the insurance payments normally deducted during the months of July and August of the same calendar year.

**Article XV**

**Teacher Facilities**

A. To the extent feasible in existing buildings and provided that no substantial capital investment is necessary, and in designing new buildings and rehabilitating existing buildings, the District will provide in each school building:

   a. Space in each classroom in which teachers may safely store instructional materials and supplies.
b. A teacher workroom containing adequate equipment and supplies to aid in the preparation of instructional materials

c. An appropriately furnished room to be used as a lounge

d. Well-lighted and clean teachers' rest rooms

e. A system whereby teachers can effectively and expeditiously communicate with the main office in event of an emergency

**Article XVI**

**Association Use of School Facilities**

A. The Association may use space in the school buildings, if available, without cost and at reasonable times for meetings. All necessary custodial and cafeteria help fees will be paid by the Association

B. Bulletin board space will be made available in each school building in the faculty lounge for the purpose of displaying notices, circulars, and other Association materials.

**Article XVII**

**Vacancies and Promotions**

A. Whenever a vacancy in a professional position occurs during the school year, it will be adequately publicized by the Superintendent by means of posting said position as far in advance of the appointment as possible. During the months of July and August, written notice of any such vacancy will be given to the Association

B. In both cases, the qualifications for the position, its duties, and the rate of compensation will be clearly set forth.

C. All qualified teachers will be given adequate opportunity to make application for such positions.

**Article XVIII**

**Retirement**

A. During the last year of employment prior to his/her retirement, each teacher or his/her estate shall be paid an amount equal to his/her full pay per day for each of his/her accumulated personal days (to a maximum of five (5) days) and unused sick leave days (to a maximum of twenty-two (22) days). Such payments, when added to the teacher’s
final paycheck, shall constitute full payment of salary due for that year. The per diem amount shall be capped at the highest daily rate of the individual, pursuant to the salary schedule effective to the last day of the contract year in which the employee retires.

B. A teacher must have been employed in the District for a minimum of twenty (20) years immediately prior to retirement to be eligible for the aforementioned benefits. Teachers employed in the District as of September 1995 are grandfathered under the benefits as stated in the 1995-1996 Contract that contained no requirements for minimum or consecutive years of service.

C. Teachers planning to retire shall send a written notice to that effect to the Superintendent on or before April 15 of the year in question. A waiver of the April 15th deadline may be voted by the School Committee in cases of ill health.

Article XIX
Legality of Provisions

A. If any provision of this Contract is held to be contrary to law or is any section or obligation of the Committee or the Association is altered by an appropriate court of law or change in legislation, all other provisions of the Contract will continue in full force and effect, and the Committee and the Association will meet for the purpose of amending the illegal/altered provision to meet the requirements of the law. Any such amendments mutually agreed upon by the Committee and the Association will be reduced to writing and added to the Contract as an addendum.

Article XX
Preparation and Distribution of Contract

A. Responsibility for the final preparation and distribution of copies of the Contract will rest with the Association.

B. The Committee shall inform the Association in advance of printing the number of copies they wish to receive.

C. The total cost of preparation will be broken down to a per copy cost, and the Committee will reimburse the Association for the number of copies it receives.
**Article XXI**

Professional Consultations

A. It is agreed that at least twice each year the Superintendent will meet with the Association at its request to consult about matters or concerns to it or the Committee.

**Article XXII**

School Committee Agenda

A. The Superintendent shall provide the President of the Mahar Teachers Association with an Agenda of all Committee meetings at the same time it is made available to the Committee.

**Article XXIII**

IEP Meetings

A. Every reasonable effort will be made to schedule IEP meetings within the normal teacher’s day.
B. IEP meetings shall not infringe upon a teacher’s duty-free preparation period.
C. No teacher will be required to supervise extra classes in order to release another teacher for an IEP meeting.

**Article XIV**

Committee Rights

A. As to every matter not expressly covered by this Agreement, and except as expressly or directly modified by provisions of this Agreement, the Committee retains exclusively to itself all rights and powers that is has or may hereafter be granted by law, and shall exercise the same without such exercise being made subject to arbitration.

**Article XXV**

Reduction in Staffing

A. The Committee will follow the provisions of Massachusetts General Law c.71 Section 42 in regard to reductions in force as stated below:

   a. In the event it becomes necessary to reduce the number of employees included in the bargaining unit as defined in Article I “Recognition of Bargaining Agent.”
teaching ability as evidenced by the overall evaluation ratings and the best interests of the students shall be used to determine which employees are reduced. For purposes of the section, there shall be no distinction made between an overall rating of proficient versus exemplary. In the event that the teachers’ qualifications are no different using the standards above, then seniority shall be the tie-breaker.

B. When a reduction in staff is necessary, the following procedures will be followed:

a. Where possible, staff reduction will be accomplished through attrition.

b. No professional status teachers, certified for positions held by non-professional status teachers, will be released until such non-professional status teachers have been released.

c. When the position of a professional status teacher is eliminated, that teacher shall be transferred to an open position for which he/she is qualified if such an open position is available.

d. In making determination to RIF teachers, the following criteria will be used:
   i. Qualifications: Certification(s), Education, and Past Experience
   ii. Evaluations
   iii. Length of Service
   iv. Assignment and Flexibility
   v. Other contributions to the welfare of the school operation

e. Teachers who have been laid off shall be entitled to recall rights for a period of two (2) years from the effective date of the layoff. Teachers will be recalled using the same criteria used in section d above.

f. During the recall period:
   i. A teacher shall be notified of a recall by registered mail, return receipt requested, addressed to his/her last address of record. A teacher must respond by registered mail postmarked within five (5) business days of receipt of the recall notice.
   ii. All benefits to which a teacher is entitled at the time of the layoff shall be restored in full upon reemployment within the recall period.
   iii. Teachers will be given preference on the substitute list if they so desire.
   iv. Teachers may continue group health insurance coverage by reimbursing the District according to a mutually agreed upon schedule, for the full premium costs in accordance with COBRA.

g. No new teacher will be hired for a position until all teachers on the recall list who are qualified for the position have been recalled or have declined the position.
h. In the event that an illness or disability verified by a physician prevents a teacher’s affirmative response to a recall, such teacher will remain on the recall list.

Article XXVI

School Nurse

A. The full time, Registered Nurse will work days when school is in session (184 day school year). The regular work schedule shall be seven and one-half (7.5) hours per day including a half hour lunch period.

B. The Nurse will be on duty for Senior Awards Night, Graduation, and up to two (2) additional nights if requested. Thirty (30) days notice shall be given for evenings to be worked unless by mutual agreement.

C. A School Nurse who possesses a Bachelor’s degree or higher will be placed on the Teachers’ Salary Scale (Appendix A) at the appropriate step commensurate with his/her academic status and years of consecutive service with the District. DESE certification is required for School Nurses.

D. The salary schedule for a School Nurse without a Bachelor’s degree shall consist of seven (7) steps with four percent (4%) increments between steps.

Article XXVII

Non-Discrimination

A. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination to age, sex, marital status, race, color, creed, sexual orientation, gender identity, national origin, or political affiliation. The Association shall share equally with the employer the responsibility for applying this provision of the Agreement.

Article XXVIII

Induction and Mentoring Program
A. An induction and mentoring program will be maintained for all teachers now to the District, in accordance with MGL Chapter 71 and 603 CMR 7.00. The purpose of the program is to provide guidance, resources, training, and support by paring mentor teachers (mentors) and new teachers (mentees).

B. The mentoring program will be conducted in accordance with District’s “A Plan for the Induction and Mentoring of New teacher.” Mentors will receive five hundred dollars ($500) annually when assigned a mentee. Mentors will be assigned only one mentee per academic year. Any mentor assigned an additional mentee, upon approval by the Superintendent, will be paid an additional two hundred fifty dollars ($250) annually. In no instance will mentors be assigned more than two mentees in each academic year.

   a. To become a mentor, one must complete the 12 hour Mentor Training Program, provided by the District

   b. To become a Master Mentor, one must complete the 3 credit graduate mentoring course through Mentoring in Action

Appendix A

A. Salary Schedule

   a. Purposes:

      i. To attract capable teachers to service in the District

      ii. To maintain stability in the teaching staff by encouraging capable teachers to remain in the District

      iii. To promote continued professional growth of the teachers through approved units of study

      iv. To enable teachers to maintain adequate living and cultural standards

      v. To aid the Committee in planning their annual budgets

   b. Structure:

      i. Teachers with 16-20 consecutive years teaching experience in the District shall be eligible for longevity as indicated by the salary schedule. Teachers need not have “consecutive” years. Any approved leave of
absence is not deemed to break consecutive service as referenced above.

ii. Teachers with 21 or more consecutive years teaching experience in the District shall be eligible for longevity indicated by the salary schedule. Teachers need not have “consecutive” years. Any approved leave of absence is not deemed to break consecutive service as referenced above.

iii. No longevity will be awarded to any teacher not holding a Master’s Degree, except, those teachers currently receiving longevity are exempted from this requirement. For all other teachers, effective 7/1/2019, teachers eligible for longevity will receive:

1. After completing 15 consecutive years - 2,500
2. After completing 20 consecutive years - 3,500

c. Coordinator/Director System:

i. Coordinator Positions:

1. English
2. Science, Technology & Engineering
3. Social Studies
4. World Language
5. Arts (includes Music)
6. Comprehensive Health and Physical Education
7. Math/Business
8. Library Media
9. Guidance
10. English Language Learners (ELL) **
11. PM Program **

** The ELL and PM Program Coordinators will have no additional clerical period which has been designed for supervisory/evaluative purposes but will attend the Coordinators meetings.

d. Effective July 1, 2013, Coordinators will be paid as follows:

i. First three (3) years as Coordinator:
   1. 1 Department $3,500
   2. 2 Departments $4,500
ii. Subsequent years as Coordinator
   1. 1 Department $4,500
   2. 2 Departments $5,500

iii. Coordination of an additional department $1,000

e. Director Positions

i. Effective July 1, 2013, Directors will be paid as follows:

ii. Athletic Director
   1. First three (3) years as Director $5,500
   2. Subsequent years as Director $6,500

iii. Assessment Supervisor
   1. Two positions compensated at $2,500 each

f. Tenured teachers in the system prior to 9/5/78 will receive an additional $100.00

g. Miscellaneous
   i. Teachers who instruct the PM Program will be paid at a rate of $50.00 per hour
   ii. Teacher who tutor will be paid at a rate of $50.00 per hour

B. Service Increments

a. Service increments shall become effective upon the first of July. They are not automatic but will be voted annually by the Committee on an individual basis for continued satisfactory service.

C. Experience Credit

a. It is the Committee’s intention to hire teachers at salary commensurate with their teaching experience or other experience acceptable under the regulations of the State Department of Education up to ten (10) years.

b. A teacher’s first contract with the District will determine his/her place on the salary schedule.

c. The Association will be notified of any exceptions to this policy
D. Credit for Graduate Study

a. In Increment and Credit Committee shall consist of the Superintendent and one (1) representative from the Association.

b. After matriculation and while working on a graduate program which has been approved by the Increment and Credit Committee, a teacher shall receive reimbursement for up to twelve (12) credit hours of approved graduate credit per contract year at the rate of $300.00 per credit hour. Credits in excess of twelve (12) earned in any contract year will not be reimbursed. There is no carryover to the next year. The ending date for the course will determine its contract year. The Contract Year shall be July 1 to June 30. To be eligible for reimbursement, the teacher must be employed by the District at the time of payment.
   i. Any member who chooses to seek reimbursement for the Master’s Degree program and completes more than 6 courses (pr 18 credits) must remain in service to the district for two additional years after completing these courses. If the teacher fails to stay for two additional years, the teacher shall be required to refund all monies provided to that teacher for course reimbursement upon departure from the district.

c. After receiving a Master’s Degree and while enrolled in a post-graduate degree program which has been approved by the Increment and Credit Committee, a teacher shall receive reimbursement for up to twelve (12) credit hours of approved postgraduate credit per contract year at a rate of $125.00 per credit hour.

d. Courses taken by teachers not enrolled in a degree program but for purposes of meeting licensure and relicensure requirements will, upon recommendation from the Principal and approval of the Superintendent, be reimbursed at the rate of $125.00 per credit hour for a maximum of twelve (12) credits in three (3) contract years.

e. Courses in the teacher’s subject matter field for which graduate credit may not be available shall be considered for equivalent compensation by the Increment and Credit Committee. This paragraph shall not be grievable.

f. No reimbursement is permissible unless the courses are approved by the Increment and Credit Committee. Application for course approval must be filled with the Superintendent’s Office according to the following schedule:
i. By October 1st for courses offered in the Fall

ii. By February 1st for courses offered in the Spring

iii. By June 10th for courses offered in the Summer

g. Late application for course approval shall be so noted by the Superintendent and returned to the applicant. If the applicant wishes to re-apply for credit on a course for which late application was made, he/she may NOT re-apply for a period of one (1) year.

h. Reimbursement may be granted by the Increment and Credit Committee for courses taken during the Summer preceding the initial contract.

i. Credit hours earned during the year must be reported to the Superintendent with substantiating certificates or transcripts. The reimbursement for summer and fall credits will be paid in January. Reimbursement for spring credits will be paid in June providing documentation is presented to the Superintendent by June 15.

j. Advancement for approved credit hour which have been completed by September of the new academic year and which would affect the step and/or the column of the salary schedule will be granted. A revised contract reflecting the advancement will be issued, and the pay increase will take effect for the first pay period of the new academic year.

k. Teachers required to take courses by the Committee will be reimbursed in full for all direct costs including tuition, fees, books, material, mileage, etcetera.

l. For degrees earned prior to the start of a work year, credit will be given retroactive to the start of the work year provide a true copy of the degree and school transcripts is received by the Superintendent of Schools on or before October 15th of that year. In addition, teacher(s) must notify the Superintendent’s Office in writing by January 30th of the prior school year that the teacher(s) expect to column movement in the following year due to degree completion. If the proper documentation, including notice by January 30th of the prior school year, is not on file within the established deadline, the employee must wait until the following school year to obtain any increase.
### E. Teacher Salary Scale

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<td>Step 13</td>
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<tr>
<td>Step 14</td>
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<td>Step 15</td>
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<td>77,887</td>
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<tr>
<td>Step 16</td>
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<td>85,864</td>
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</table>
### F. Athletic Salaries

**ATHLETIC SALARIES**

*July 1, 2019 - June 30, 2020*

**2% Increase**

<table>
<thead>
<tr>
<th>GROUP A</th>
<th>Preliminary</th>
<th>Secondary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Football Head</td>
<td>4,616</td>
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<td>Athletic Trainer</td>
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<table>
<thead>
<tr>
<th>GROUP B</th>
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<tbody>
<tr>
<td>Basketball Boys' Head</td>
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<tr>
<td>Basketball Girls' Head</td>
<td>4,121</td>
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<table>
<thead>
<tr>
<th>GROUP C</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Soccer Boys' Head</td>
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<td>4,284</td>
</tr>
<tr>
<td>Soccer Girls' Head</td>
<td>3,855</td>
<td>4,284</td>
</tr>
<tr>
<td>Volleyball Boys' Head</td>
<td>3,855</td>
<td>4,284</td>
</tr>
<tr>
<td>Volleyball Girls' Head</td>
<td>3,855</td>
<td>4,284</td>
</tr>
<tr>
<td>Field Hockey Head</td>
<td>3,855</td>
<td>4,284</td>
</tr>
<tr>
<td>Baseball Head</td>
<td>3,855</td>
<td>4,284</td>
</tr>
<tr>
<td>Softball Head</td>
<td>3,855</td>
<td>4,284</td>
</tr>
<tr>
<td>Track Boys' Head</td>
<td>3,855</td>
<td>4,284</td>
</tr>
<tr>
<td>Track Girls' Head</td>
<td>3,855</td>
<td>4,284</td>
</tr>
<tr>
<td>Football Assistants (3)</td>
<td>3,855</td>
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<tr>
<td>Summer Strength/Cond</td>
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<td>4,284</td>
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<tr>
<td>Position</td>
<td>GROUP D</td>
<td>GROUP E</td>
</tr>
<tr>
<td>-------------------------------</td>
<td>--------------------------</td>
<td>--------------------------</td>
</tr>
<tr>
<td>Wrestling Head</td>
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<tr>
<td><strong>GROUP D</strong></td>
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</tr>
<tr>
<td>Basketball Boys' JV</td>
<td>3,301 3,655</td>
<td></td>
</tr>
<tr>
<td>Basketball Girls' JV</td>
<td>3,301 3,655</td>
<td></td>
</tr>
<tr>
<td>Field Hockey JV</td>
<td>3,301 3,655</td>
<td></td>
</tr>
<tr>
<td>Soccer Boys' JV</td>
<td>3,301 3,655</td>
<td></td>
</tr>
<tr>
<td>Soccer Girls' JV</td>
<td>3,301 3,655</td>
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<tr>
<td>Volleyball Boys' JV</td>
<td>3,301 3,655</td>
<td></td>
</tr>
<tr>
<td>Volleyball Girls' JV</td>
<td>3,301 3,655</td>
<td></td>
</tr>
<tr>
<td>Baseball JV</td>
<td>3,301 3,655</td>
<td></td>
</tr>
<tr>
<td>Softball JV</td>
<td>3,301 3,655</td>
<td></td>
</tr>
<tr>
<td>Track Boys' Assistant</td>
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<tr>
<td>Track Girls' Assistant</td>
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<tr>
<td>Cheerleader Varsity Football</td>
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<tr>
<td>Cheerleader Varsity Basketball</td>
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<tr>
<td>JV Wrestling Coach</td>
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<tr>
<td><strong>GROUP E</strong></td>
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<tr>
<td>Golf Head</td>
<td>2,843 3,200</td>
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<tr>
<td>Cross Country</td>
<td>2,843 3,200</td>
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<tr>
<td>Cheerleader JV Basketball</td>
<td>2,704 2,801</td>
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</tr>
<tr>
<td>Middle School Cheering</td>
<td>2,412 2,766</td>
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<tr>
<td>GROUP F</td>
<td>Middle School Head Coaches</td>
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<tr>
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<tr>
<td>Football</td>
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<tr>
<td>Field Hockey</td>
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<td>3,302</td>
</tr>
<tr>
<td>Soccer</td>
<td>2,946</td>
<td>3,302</td>
</tr>
<tr>
<td>Basketball Boys'</td>
<td>2,946</td>
<td>3,302</td>
</tr>
<tr>
<td>Basketball Girls'</td>
<td>2,946</td>
<td>3,302</td>
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<tr>
<td>Baseball</td>
<td>2,946</td>
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<tr>
<td>Softball</td>
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<td>3,302</td>
</tr>
<tr>
<td>Volleyball</td>
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<td>3,302</td>
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</table>

<table>
<thead>
<tr>
<th>GROUP G</th>
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</thead>
<tbody>
<tr>
<td>Football (2)</td>
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<td>2,704</td>
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<td>Field Hockey</td>
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<tr>
<td>Baseball</td>
<td>2,704</td>
</tr>
<tr>
<td>Softball</td>
<td>2,704</td>
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</table>

<table>
<thead>
<tr>
<th>GROUP H</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>E-Sports</td>
<td>3,326</td>
</tr>
</tbody>
</table>

a. **Athletic Salary Notes**

i. If there are more than twenty-five (25) players on a team, an assistant may be appointed at the discretion of the Athletic Director and the Superintendent.

ii. Ticket Sales Person - up to $25.00 per event
iii. Equalizing Field Hockey and Volleyball with Soccer is contingent upon those teams starting practice on the same date as Soccer. If a starting date of five (5) days or later is agreed between the Coach and the Athletic Director, the salary will be prorated to reflect the later date.

b. Compensation for Extended Season (Coaches)

i. The coaches of all Varsity Teams (including Soccer, Field Hockey, Volleyball, Football, Cross Country, Golf, Basketball, Indoor Track, Wrestling, Baseball, Softball, and Outdoor Track) will qualify for extended season compensation if they meet any of the following benchmarks.

ii. Additional compensation for Championship Level Achievement will be determined by, and at the time of, the team's highest level of success, up to a total of thirty percent (30%).

iii. If the team wins the League Championship, or qualifies for a playoff berth, the Head Coach and Assistant Coach(es) will receive five percent (5%) additional compensation.

iv. If the team wins the Western Massachusetts Championship, the Head Coach and Assistant Coach(es) will receive ten percent (10%) additional compensation.

v. If the team wins in the State Championship, the Head Coach and Assistant Coach(es) will receive fifteen percent (15%) additional compensation.

C. Individual Sport Compensation for the Extended Season (Coaches)

i. The coaches of the Varsity Teams in Cross Country, Golf, Wrestling, Indoor Track, and Outdoor Track will qualify for extended season compensation if one (1) or more individuals from their team earn a spot in the State Meet held in their respected sports.

ii. Additional compensation for Championship Level Achievement will be determined by, and at the time of, the individual's highest level of success.

iii. If an athlete from the individual sports listed above earns a spot in the State Meet then the Head Coach and Assistant Coach(es) would receive five percent (5%) additional compensation.
d. Preliminary Step / Secondary Step

i. Preliminary Step is the entry level for most coaches/extra service advisors. Coaches/Advisors will remain on this step for three (3) years, after the 3rd year they will advance to the Secondary step. Secondary step is the highest step and most coaches/advisors will move to this step after three (3) years of working under the Preliminary step.

ii. All coaches/advisors on the Secondary step will remain at this step every year they remain in that position.

iii. If a qualified person applies for and receives a job as a coach/advisor for one of the above sports and/or extra service activities and has comparable experience from another school or organization then the Athletic Director/Principal/Superintendent has the right to consider placement of that individual onto the Secondary step.
## G. Extra Services Salaries

### EXTRA SERVICES SALARIES

**July 1, 2019 - June 30, 2020**

2% Increase

<table>
<thead>
<tr>
<th>GROUP 1</th>
<th>Preliminary</th>
<th>Secondary</th>
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<tbody>
<tr>
<td>Yearbook</td>
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<td>5,470</td>
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<td>Middle School Student Council</td>
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<td>Fish n' Game Club</td>
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<td>National Honor Society</td>
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<tr>
<td>National Junior Honor Society</td>
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<tr>
<td>Peer Education</td>
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<td>2,412</td>
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<tr>
<td>International Club</td>
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<tr>
<td>Webmaster</td>
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<tr>
<td>Class Advisor- Grade 12- Chairperson</td>
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<td>Class Advisor- Grade 11- Chairperson</td>
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<td>Class Advisor- Grade 10- Chairperson</td>
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<tr>
<td>Class Advisor- Grade 9- Chairperson</td>
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<tr>
<td>Team Advisor- Grade 8- Per Team</td>
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<tr>
<td>Team Advisor- Grade 7- Per Team</td>
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<tr>
<td>Calendar Coordination</td>
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<tr>
<td>Technical Director of The Kermit Cook...</td>
<td>3,000</td>
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<tr>
<td>GROUP 2</td>
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</tr>
<tr>
<td>---------------------------------------------</td>
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<tr>
<td>Marching Band</td>
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<td>Newspaper Club (2)</td>
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<td>Key Club (2)</td>
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<td>New Teacher Induction Overseer</td>
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<td>1,166</td>
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<tr>
<td>Mock Trial</td>
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<td>Student Government Day / Regional Student Advisory Advisor</td>
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<td>1,428</td>
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<td>J.E.T.S. Team</td>
<td>1,271</td>
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<tr>
<td>MS J.E.T.S Team</td>
<td>676</td>
<td>776</td>
</tr>
<tr>
<td>Chess Club</td>
<td>676</td>
<td>776</td>
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<td>Middle School Fish n' Game</td>
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<td>Musical Production</td>
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<td>Musical Production Asst. (If more than 25 kids)</td>
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<td>Graduation Coordinator</td>
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<td>Kayak Club</td>
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<td>Jazz Band</td>
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<td>S.A.D.D.</td>
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<td>1,398</td>
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<tr>
<td>S.O.S</td>
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<td>1,398</td>
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<td>Ski Club</td>
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<td>Robotics</td>
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<td>Envirothon</td>
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<td>1,398</td>
</tr>
<tr>
<td>Field Trip Organizers (paid per day)</td>
<td>150</td>
<td></td>
</tr>
</tbody>
</table>
IN WITNESS WHEREOF the parties of the Contract have caused these presents to be executed by their agents hereunto duly authorized, and their seals to be affixed hereto, as of the date first above written.

SCHOOL COMMITTEE OF THE RALPH. C. MAHAR REGIONAL DISTRICT

BY __________________________________________________________
CHAIRPERSON

MAHAR TEACHERS ASSOCIATION

BY __________________________________________________________
PRESIDENT