

Mohawk Teachers' Contract
August 27, 2011 – August 26, 2014

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AGREEMENT
between the
MOHAWK TRAIL REGIONAL DISTRICT SCHOOL COMMITTEE
and the
MOHAWK DISTRICT EDUCATION ASSOCIATION, INC.

August 27, 2011 – August 26, 2014

PREAMBLE

Recognizing that our prime purpose is to provide education of the highest possible quality for the children of the Mohawk Trail Regional School District, and that good morale within the teaching staff of the Mohawk Trail Regional Schools is essential to achieve that purpose, we, the undersigned parties to this Contract, declare that:

- A. Under the laws of Massachusetts, the Committee, elected and appointed by the citizens of the towns comprising the Mohawk Trail Regional School District, has final responsibility for establishing the educational policies of the public schools of the district. Except as abridged or modified by this Agreement or any supplements hereto, all of the rights, powers and authority held by the Committee prior to the effective date of this agreement are retained by the Committee, and the exercise of said rights, powers, or authority shall not be subject to grievance procedure.
- B. The Superintendent of the District, or in his/her absence some person duly vested with similar authority, (hereinafter referred to as the Superintendent) has responsibility for carrying out the policies so established and those set forth in the General Laws, Chapter 71 and all other laws thereto pertaining.
- C. The teachers of the public schools of the District have responsibility for providing education of the highest possible quality.
- D. Fulfillment of these responsibilities can be facilitated and supported by consultation and free exchanges of views and information between the Committee, the Superintendent, and the teachers in the formulation and application of policies relating to wages, hours, and other conditions of employment for the teachers.
- E. To give effect to these declarations, the following principles and procedures are hereby adopted.

ARTICLE I
RECOGNITION

- A. The Mohawk Trail Regional School District Committee (hereinafter referred to as the “Committee”) recognizes the Mohawk District Education Association, Inc. (herein after referred to as the “Association”) as the exclusive bargaining representative as defined and set forth in Chapter 150E of the General Laws of the Commonwealth for the purpose of collective bargaining. Said collective bargaining unit shall consist of all full time and regular part time professional employees including all teachers, psychologists, guidance counselors, early childhood, middle school, and Chapter 1 Coordinators, school nurses who are R.N.’s with at least a Bachelor’s Degree in Nursing or related field, and other like professionals holding certification to teach, apprenticeship teachers or teachers working under an approved waiver from the Massachusetts Department of Education. Further, said collective bargaining unit shall exclude the Superintendent of Schools and his/her staff, the Principals, Associate Principal(s), all Teacher, Library, and Special Education Aides, Athletic Director, substitute teachers, and all other employees not holding certification to teach or practice in Massachusetts.
- B. Unless otherwise indicated, the employees in the above unit will be referred to as the “Teachers”.
- C. The Committee will send an unapproved copy of the secretary’s report of all regular School Committee meetings, free of charge to the Mohawk District Education Association, Inc. as soon as practicable after each meeting. An approved copy of the secretary’s report of all regular School Committee meetings shall be posted in each school building so all members will know of policies, decisions, etc.
- D. Each building Principal will be responsible for providing a copy of the agenda and minutes of each School Council meeting at no cost to the Mohawk District Education Association, Inc. In addition a copy of each meeting agenda will be posted in their respective building by the Principal.

**ARTICLE II
NEGOTIATION PROCEDURE**

- A. Not later than October 15 of the calendar year preceding the calendar year in which this agreement expires, the Committee and the Association agree to enter into negotiations over a successor agreement concerning all matters permissible by the law (hours, wages, work conditions) of this Commonwealth to be the subject of collective bargaining. Any successor agreement so negotiated will apply to all teachers and will be reduced to writing and signed by the Committee and Association.
- B. During negotiations, the Committee and Association will present relevant data, exchange points of view, and make proposals and counter-proposals. The Committee will make available to the Association for inspection, all pertinent records of the School System as are within the classification of public records. Either party shall be free to use professional and lay consultants to assist in the negotiations.
- C. The Committee agrees that it will not adopt any change in policy which negates any of the provisions of this agreement.
- D. The Committee agrees not to negotiate with any teacher or with any other teachers' organization other than the organization recognized herein as the exclusive bargaining agent during the term of this agreement.
- E. The parties may modify the contract by mutual agreement. Any such modification(s) will be reduced to writing and incorporated into the contract.
- F. If the negotiations described in Section A have reached an impasse, the procedure described in Chapter 150E of the Massachusetts General Laws will be followed.

**ARTICLE III
CITIZENSHIP RIGHTS**

- A. Teachers are entitled to full rights of citizenship, including, but not limited to, religious and political freedom of activity, provided however, that no such activities shall interfere with the performance of the teachers' assigned work duties, and shall not violate any state or federal law.
- B. The Committee and the Association agree not to discriminate in any way against teachers covered by this Agreement on account of race, religion, creed, color, national origin, sex, sexual orientation, marital status, age, mental or physical disability, or union activity.

**ARTICLE IV
GRIEVANCE PROCEDURE**

A. Definition

A "grievance" is a claim based upon an event or condition which affects the welfare and/or conditions of employment of an employee or group of employees and/or the interpretation, meaning, or application of any of the provisions of this Agreement or any subsequent agreement entered into pursuant to this Agreement. A "grievant" is defined as an employee, employees, or the Association submitting the grievance.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the welfare, wages, or working conditions of employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure. The parties may resolve issues informally, provided said informal resolution does not violate the terms of this Agreement.

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.

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. Grievance and Association Rights

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

No reprisals 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.

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.

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

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

Level One

While the parties acknowledge that it is usually most desirable for an employee and his/her principal/supervisor to resolve problems through informal communications, and encourage the parties to engage in such discussions, those informal discussions will be included within the Level One time limit of twenty-five (25) school days.

An employee with a grievance, and/or the Association, will submit the grievance in writing to his/her building principal/immediate supervisor, either directly or through the Association, within twenty-five (25) school days of the time the employee or the Association knew or should have known of the act or condition on which the grievance is based.

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.

Level Two

If the grievance is not 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 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.

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

Level Three

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) school days of the Level Two response, or the response due date, whichever is earlier.

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 next following the meeting at Level Three.

Level Four

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 a 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.

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

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.

The expenses for such arbitrators' fees shall be shared equally by the School Committee and the Association.

E. Class Action Grievance

If in the judgment of the Association, and within twenty-five (25) school days of the time the employee or 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 employees, the Association may submit such 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 if any of the aggrieved persons do not wish to do so.

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 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 of such dispute, foreclosing access to the other arbitration forum. If a grievance regarding disciplinary action 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. When a grievance is submitted on or after June 1st and prior to the beginning of the following school year, the time limits shall consist of all business days so that a matter may be resolved before the close of the school year or as soon as possible thereafter.

ARTICLE V PAYROLL PROCEDURES

A. The salaries of all persons covered by this Agreement are set forth in the Appendices which are attached hereto and made a part hereof.

B. All persons on the salary schedule will have the option of being paid in twenty-six (26) equal payments, twenty-one (21) equal payments, or twenty-six (26) equal payments but with payments 22 through 26 being paid as a "lump sum" the next payroll period after students are dismissed. Employees choosing twenty-one (21) payments through the school year will have the opportunity to have their health insurance payments taken out in the last two (2) payments to gain the benefit of pre-tax dollars.

The choice between which of the three (3) foregoing methods of payment a teacher wishes, must be made not later than August 1 preceding the payment year, or immediately upon initial employment (if employed after August 1) by submitting such decision to the Superintendent's office on the approved form. If a teacher (other than a newly employed teacher) does not submit such form by August 1, then the District shall continue the same method of payment as utilized for that teacher the preceding year. If a newly employed teacher does not submit such form immediately upon initial employment, then the teacher will receive payment of his or her salary in twenty-one (21) equal installments.

Changes in method of payment may not be made during a school year.

- C. Thursday in every other week shall be payday so as to effectuate (B) above. In the event school is not in session on a Thursday, payday shall be the next school day prior except when the Thursday payday shall fall during a school year vacation period, in which event checks shall be mailed out on Wednesday of such vacation period.

Teachers may designate a financial institution of his/her own choosing for direct deposit of his/her pay. In the event of any foreseeable interruption of the normal bi-weekly schedule of paydays, the Committee agrees to so notify the teachers in writing at least thirty (30) days prior to such interruption.

- D. The Committee agrees to deduct from teachers' salaries amounts for Health, Dental, Life, and Disability Insurance; Franklin First Federal Credit Union, NEA and MTA services and programs, tax sheltered annuities and Savings Bond purchases (of at least the total purchase per pay period of one Savings Bond) as said teachers individually and voluntarily authorize the Committee to deduct and to transmit the monies promptly to the appropriate agency. Changes in amounts deducted will be made only two (2) times per year, except that the original establishment of a deduction for loans, insurance or the like, and changes in marital or dependency status may be made at any time, provided, as to the latter, that such changes are bona fide and not merely changes in amounts to be deducted for income tax to suit the teacher's convenience. It is expressly understood that any deductions which a teacher may authorize the Committee to make from his/her earnings will be deducted in equal installments from each paycheck received by said teacher during the year.
- E. Any teacher who is hired to less than a full time position, or any teacher whose teaching assignment is less than a full time assignment, will be compensated on a pro rata basis for the time actually worked.
- F. Teachers who complete an entire school year providing assigned teaching service at assigned stations without absence during the entire school year, other than approved absences under Article XXIII, Section A(2), A(3)(a), A(3)(d), and A(5) of this Agreement, shall be paid a Perfect Attendance Bonus of two hundred dollars (\$200.00). This bonus shall be paid as supplementary salary, subject to applicable withholding and deduction rules, on or before July 15 immediately following the school year.

**ARTICLE VI
RETIRING TEACHER SICK LEAVE ACCUMULATION**

The unused personal accumulation of sick leave of a retired teacher, at the date of effective retirement may be used by the Sick Leave Bank Committee to replenish the Sick Leave Bank's accumulation of sick leave days, subject to the limitations set forth in Article XXII of this Agreement. Only one transfer of sick leave days per retiring teacher into the Bank may be made by the Sick Leave Bank Committee, and the transfer must be authorized by vote of said Committee not later than ninety (90) days from the date of retirement of the involved retired teacher.

**ARTICLE VII
LONGEVITY COMPENSATION**

- A. Each member of this bargaining unit will receive annual longevity compensation according to the following length of service to the District. This longevity compensation will be added to the qualifying teachers' annual salary and be treated as regular earnings under Chapter 32. The service shall equal an amount, to the nearest tenth of a year, equal to the total years of paid service to the District plus total years of time spent on any paid leave of absence granted by the District. Service to the District shall include service at schools supplanted by Mohawk in 1967 and schools included in the District by K-12 Regionalization. If a person was otherwise eligible for a Longevity Bonus, s/he will not lose that longevity due to column movement.

After fifteen (15) years of service at MTRSD	\$1,000
After twenty (20) years of service at MTRSD	\$1,250
After twenty-five (25) years of service at MTRSD	\$1,500
After thirty (30) years of service at MTRSD	\$1,750

- B. Effective 9/1/00, teachers with fifteen (15) years of service may elect to increase his/her pay for three (3) consecutive years by \$3,000, in each of the three (3) years, as well as the longevity pay already provided for in Section A above. After receiving the above longevity payments, the teacher will not be entitled to any further longevity payment under Sections A or B above. Teachers must apply for the longevity payment on or before November 1 preceding the academic year in which they wish to begin collecting said benefit. If the teacher does not receive all of the above \$9,000 prior to separation from

employment, he/she shall be entitled to a lump sum payment at the time of separation from service equaling the remaining sum.

ARTICLE VIII TEACHING HOURS AND TEACHING LOAD

- A. 1. The starting and dismissal times for students will be as follows:

Mohawk Trail Regional High School	7:44 AM to 2:15 PM
Sanderson Academy	8:45 AM to 3:15 PM
Buckland Shelburne School	8:45 AM to 3:15 PM
Colrain Central School	8:45 AM to 3:15 PM
Heath Elementary School	8:45 AM to 3:15 PM

The Committee reserves the right to alter starting and dismissal times of the school day for students, provided however that no such alteration shall increase the length of the work day for teachers unless such lengthening is required by statute or regulation of the State Board of Education.

2. The work day of classroom teachers will begin fifteen (15) minutes before the start of school and will end ten (10) minutes after students are normally dismissed. The parties agree that ten (10) minutes may, on occasion, be insufficient to meet with the Principal or the Superintendent if requested to do so, or to meet with pupils needing assistance or advice, or for emergency situations. On such occasions, the ten (10) minute limit does not apply.
 3. Fulltime personnel other than classroom teachers included in the bargaining unit will work at their assigned tasks for at least the length of the regular teachers' work day. It is recognized, however, that the proper performance of their duties may, on occasion, require them to work longer than the normal working day. The exact daily schedule will be worked out on an individual basis.
 4. The parties recognize the desirability of being able to provide for flexible scheduling of teachers in order to improve or modify the educational program. Variations from the provisions of Paragraphs 1 and 2 of this article may be made which would result in a teacher's daily work assignment beginning or ending earlier or later than the times set forth in those paragraphs. Individual schedules will be worked out with the building principal.
- B. The Committee agrees that the Association will be given meaningful input in the development of the School Calendar. To that end, the Association will be provided a copy of the proposed calendar at least twenty-one (21) days before presentation for adoption and will be granted the opportunity to make calendar recommendations before final adoption. If a Calendar Committee is established by the District, the Association will have representation on that committee.
- C. 1. The work year of teachers (other than new personnel who may be required to attend additional orientation sessions, and other than those personnel who are required to attend on additional days as defined within this agreement) shall be one hundred eighty four (184) days to commence no earlier than the Monday before Labor Day. One (1) of these days shall be designated for preparing classrooms for the upcoming year (i.e., no meetings will be held on this day) and shall occur just prior to the orientation day. One (1) of these days shall be an orientation day to occur just prior to the official first day of school for students. One (1) of these days shall be at the end of the year allocated for finishing year end teacher duties. One (1) shall be the District/County in-service day. They will be scheduled as part of the Annual School Calendar. These days may be scheduled not earlier than one (1) week prior to orientation day (as defined above) but not later than two (2) days after the last official day for students. Teachers will not be scheduled to work during the April vacation week.

Final Exams after the first semester will be spread over three (3) days. Teachers will work a full day, but students will either be released early or commence the school day late. There will be no required after school meetings during the week of finals. Teachers will be given seven (7) calendar days after the last final exam to enter grades. Teachers who are giving less than three (3) exams may be asked to monitor students who are not taking exams. Teachers may be asked to spend the equivalent of one (1) hour monitoring for each exam not given (maximum of three (3) hours).

A Curriculum and Staff Development Committee, consisting of one (1) High School representative, one (1) Middle School Representative, and one (1) representative from each Elementary school (each elected by their respective faculties) and the Principals will meet with and advise the Superintendent and/or designee concerning planning and scheduling the in-district development days.

The “work year” will include days when students are in attendance, the orientation day at the beginning of the school year, conference days, required workshops and seminars (occurring on release days) and any other days on which teacher attendance is required.

There is one (1) mandatory day before the start of the school year for the high school nurse. This day will be compensated at the individual nurse’s per diem rate of pay.

2. For the school year the per diem rates will be based on a one hundred eighty-four (184) day work year.

It is expressly understood that on days when teachers are dismissed early because of inclement weather or other emergency, such days will be counted as days included in computing the work year. In the event that this results in state time-in-learning requirements not being met, teachers will be required to work additional day(s) or hours as determined by the Superintendent of Schools to meet those requirements.

- D. Teachers may be required to remain beyond the end of their regularly scheduled work day without additional compensation to attend meetings called by the administration. Under normal circumstances, such meetings shall not be scheduled more than one (1) weekly; nor under normal circumstances shall such meeting exceed one (1) hour in length after the end of the teacher work day. Every effort will be made to give forty-eight (48) hours notice of such meetings. Teachers may individually be excused from any meeting described in this paragraph by the Superintendent or designee.

1. Teachers may be required to attend evening meetings each year. Secondary teachers may be required to attend two (2) evening meetings per year and elementary teachers may be required to attend three (3) evening meetings. Attendance at all other evening meetings will be at the option of the individual teacher. Teachers accepting special responsibilities will be informed if additional evening meetings will be required.

The schedule of the required evening meetings per year shall be determined not later than June 1 of the preceding school year by the School Principals and Associate Principal, subject to the advice and consent of the President and Vice President of the Association.

2. Each teacher shall make him/herself available for conferences with any parent or parents of children in his/her instructional group when the parent or parents request such meetings. To the extent possible, such conferences will be scheduled at mutually agreeable times on school days.

- E. During the regularly scheduled lunch period, teachers will have a duty-free lunch period of 25 minutes per day at the high school and 30 minutes per day at the elementary schools. The parties agree that to improve scheduling and educational techniques, the present length of the periods may be changed by the Committee. The faculty, during their duty-free lunch period may leave school grounds, provided the school administration is informed when persons leave and return.

- F. In addition to the lunch period noted in Section E above:

1. Secondary teachers will have the following amount of unscheduled time for preparation per week: The number of scheduled days or days that school is in session (whichever is less) times one (1) regular classroom period, whenever possible. Such unscheduled preparation time shall be equally distributed and utilized each day per number of days involved when scheduling permits the same. In addition, middle school teachers will have a common team preparation period every day, whenever possible.
2. An elementary teacher who is assigned a homeroom will receive a minimum of sixty (60) minutes of preparation time per full instructional day. This time shall be scheduled in no less than thirty (30) minute continuous blocks.

An elementary teacher and/or specialist who is not assigned a homeroom will receive a minimum of sixty (60) minutes of preparation time per full work day. This time shall be scheduled in no less than fifteen (15) minute continuous blocks, and each teacher will receive at least one thirty (30) minute continuous block per day. Up to fifteen (15) minutes of the preparation time per day may include the fifteen (15) minutes before the start of school or the ten (10) minutes after students are normally dismissed. In order for an elementary teacher and/or specialist who is not assigned a homeroom to receive a thirty (30) minute continuous block of preparation time, if the fifteen (15) minutes before the start of school cannot be utilized for this purpose, the ten (10) minutes after students are normally dismissed may be used.

The parties understand and agree that in order to comply with the above language regarding preparation time it may not be possible for the building principal to rotate non-teaching assignments on an equitable basis in accordance with the provisions of Article XI(B).

3. This paragraph in no way prohibits the Administration from assigning teachers during their preparation periods to substitute for a teacher who is out for a part of a day for emergency reasons.
- G. Teacher participation in extra-curricular activities will be encouraged. Teachers will be compensated in accordance with Appendix III of this contract.
- H. Every reasonable effort will be made to limit the number of long block preparations for each high school teacher to two (2) per semester. Different phase levels of the same course and different grade levels are considered to be different preparations.
- I. Should the Committee elect to participate in a virtual school, the Committee will notify the Association and comply with the provisions of M.G.L. c. 150E.
- J. A negotiations subcommittee consisting of six (6) members, three (3) appointed by the School Committee, and three (3) appointed by the Association, shall begin to meet no later than two (2) school weeks after ratification of this Agreement to discuss and design a high school advisory program (i.e., teachers assigned to advise students), including scheduling implications. The subcommittee shall be prepared to make its recommendations to the School Committee and the Association no later than six (6) school weeks after the negotiations subcommittee's first meeting, or by a date mutually agreed upon by the subcommittee if the subcommittee needs more time. Upon completion of the subcommittee's work, the bargaining teams will set a date to reconvene for the exclusive purpose of negotiating the subcommittee's proposal.
- K. A negotiations subcommittee consisting of six (6) members, three (3) appointed by the School Committee, and three (3) appointed by the Association, shall begin to meet no later than two (2) school weeks after ratification of this Agreement to review and revise, as necessary, the high school 4 x 4 block schedule. The subcommittee shall be prepared to make its recommendations to the School Committee and the Association no later than six (6) school weeks after the negotiations subcommittee's first meeting, or by a date mutually agreed upon by the subcommittee if the subcommittee needs more time. Upon completion of the subcommittee's work, the bargaining teams will set a date to reconvene for the exclusive purpose of negotiating the subcommittee's proposal.

ARTICLE IX CLASS SIZE

The Association recognizes the genuine efforts being made by the building principals to arrange and schedule class size and load in an equitable manner. In order to continue these efforts towards keeping class sizes to manageable levels, the Association will be encouraged to discuss possible changes with the principal which are intended to improve the educational climate.

The parties recognize the educational advantage and benefits provided to students when class size is at optimum levels, as measured by the numbers of students assigned to each class.

Teachers may submit written recommendations to the principals prior to the end of the school year giving advice on the assignment of students to classes for the following school year.

ARTICLE X CLASS COMPOSITION

The parties recognize that the composition of the class has a direct effect upon the learning environment (i.e. behavioral needs, social interactions, academic groupings, etc.)

In the event that a teacher believes that the size or composition of his/her class inhibits the optimal educational advantage and benefit to his/her students, then the teacher after discussion with the Principal may bring the matter to the Superintendent for review.

**ARTICLE XI
NON-TEACHING DUTIES**

The parties hereto recognize that a teacher's time, in the main, should be directed towards instructional duties. To that end, they agree as follows:

- A. Teachers will not be required to do the following:
 - 1. Collect money from students for non-educational purposes. Although teachers may be required to collect and transmit money used for educational purposes, they will not be required to tabulate such money.
 - 2. Deliver substantial quantities of books to classrooms.
 - 3. Perform health services such as weighing and measuring pupils and administering eye and ear exams.
 - 4. Administer any medication.
- B. When non-teaching duties are assigned, such assignments shall be rotated on an equitable basis within the limitations of the work schedules of the entire staff. The assignment of such duties will be made by the building principal.
- C. Teachers who volunteer to drive pupils to activities located away from the school building shall first secure permission from the building principal, shall carry required insurance for the vehicle to be used, and shall otherwise conform with existing policies fixed by the Committee which pertain to the use of personal vehicles for pupil transportation.

Required insurance shall mean at least \$100,000/\$300,000 of personal injury and liability insurance and at least \$50,000 property damage insurance.

The Committee agrees to indemnify teachers in the maximum amount provided for within and consistent with the limitations set forth in Section 9 of Chapter 258 of the General Laws of the Commonwealth.
- D. Reimbursement for transportation defined in Section C of this article shall be at a rate fixed by the District.

**ARTICLE XII
TEACHER EMPLOYMENT**

Upon employment in the Mohawk Trail Regional School District teachers and other certified professionals included in the bargaining unit may, for the purpose of initial vertical step placement on the salary schedule, be given credit for previous teaching experience or other relevant professional experience. The determination of other relevant professional experience shall be by the Superintendent.

A teacher who has taught for one-hundred (100) days or more during a given school year can be given credit for that year at the discretion of the superintendent.

No such new teacher will receive a higher salary than any presently employed teacher with equal or greater experience and education.

**ARTICLE XIII
TEACHER ASSIGNMENT**

- A. When possible, teachers will be notified in writing of their programs for the coming school year, including the school, the grades and the subjects that they will teach, and any special or unusual classes that they will have, not later than June 1.
- 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 good cause, outside the scope of their teaching certificates and their major or minor fields of study.
- C. Elementary Teachers

The Principal shall annually assign grades and subjects of instruction to teachers. It is recognized that on occasion, such assignments may result in a change of grade and/or subject to be instructed by a teacher. It is agreed that such changes may

occasionally be necessary. It is further recognized that such changes in assignment may impact upon education at the district school and/or may result in involuntary assignments of grade and /or subject of instruction.

In order to effectuate an orderly and uniform process of assignment and at the same time to secure due rights to the affected teacher(s), the following methods and processes shall be employed.

1. If it appears that the assignment of grades and subjects of instruction to teachers may result in change, the Principal shall first consider options which do not result in involuntary assignments of the same. Such consideration, however, shall not compel the Principal to render decisions respecting assignment of grades and subjects of instruction which results in no involuntary assignment of the same.
2. In the event that assignments are to be involuntary, the principal agrees to consider such matters as teacher expertise, length of service in the system, and areas of qualification in making the decision as to who shall be assigned specific grades and subjects of instruction.
3. Unless the best interests of the District cannot otherwise be preserved and protected sufficiently, thirty (30) days written notice shall be given in all cases of change of assignment of grade and subject of instruction.
4. Involuntary assignments of grade and/or subject of instruction may be made only after discussion between the Principal and the teacher. The Principal shall, during such discussion, inform the teacher of the reasons for the change in assignment. If the teacher believes that the assignment is not in the best interest of the school or the teacher, s/he may request that the matter be discussed with the Superintendent.

D. Secondary Teachers

The assignment of programs, grades, and subjects to be taught by teachers will be based upon and determined by the use of the following procedure.

To the extent possible, changes in subject assignment will be voluntary.

1. Department chairpersons, in conjunction with the department members, will submit to the Principal courses and descriptions for inclusion in the course catalog for the ensuing year.
2. Course catalogs are issued by the administration and students sign-up for courses and electives with teacher consultation.
3. Department chairpersons in conjunction with department members review: 1) Which courses should be offered as determined by sufficient interest, and 2) Numbers of sections per course which should be offered for recommendation to the administration.
4. The master schedule is created by the administration based upon input regarding course parameters from departments.
5. Department chairpersons receive copies of the master schedule for their respective departments. Departments decide by consensus and discussion what members will teach various offerings. The role of the administration is to facilitate course assignment decisions in the event that agreement is not reached at the department level. The administration reserves the final right of assignment.

- E. It is understood and agreed that the Committee has the right under the General Laws to establish programs and courses of study within the school system. Upon determination that a new position will be established or that modifications are to be instituted in existing programs, the Association will be notified of the details. The Principal, subject to the approval of the Superintendent, may fill such positions, or institute such modifications, and will pay such sums of money for salary as may have been determined for the position, subject to the obligations of the Committee to negotiate a final rate of pay with the Association, if the positions involved are filled by personnel who are part of the bargaining unit as defined in Article I of this agreement.

**ARTICLE XIV
REDUCTION IN FORCE**

This Article only applies to Teachers with Professional Status.

- A. In the event it becomes necessary for the Superintendent to reduce the number of employees included in the bargaining unit under this contract, the following procedures shall be used:
1. No teacher who has achieved “professional” status shall be laid off while there is a teacher who has not received “professional” status, and whose position the “professional” status teacher is certified to fill.
 2. Whenever possible, attrition shall be used to reduce the work force.
 3. An employee whose position is eliminated shall either
 - a. be transferred to an open position for which s/he is certified, or
 - b. replace an employee with lower seniority in the system in an area in which the employee is certified.
 - c. be laid off if a) or b) above is not applicable.
 4. An employee replacing another employee with lower seniority must accept the hours of that position whether the hours of that position are less than, equal to, or greater than the hours of the position the employee previously occupied.
 5. Any teacher who may be affected by a reduction in force must be notified no later than June 1st of the school year preceding the year in which the reduction will take effect. Said notice shall include the specific reason for the lay-off. The Principal will make a reasonable effort to schedule a meeting in the Principal's office with the affected teacher to provide and discuss the written notification.
- B. For the purpose of this Article, the following definitions will be used:
1. “Seniority” shall mean the employee’s total length of continuous service as a teacher in either a part-time or full-time position in months, days and years from the last date of employment in the District, or in any of the Districts which regionalized to constitute the Mohawk Trail Regional School District in a position covered by this bargaining unit. Teachers shall be credited seniority for all time spent on paid leaves of absence authorized within this Agreement. Cases involving identical seniority will be resolved by a lottery conducted by the Association and the Superintendent.
 2. Date of employment shall mean the date of the School Committee vote to hire, or for teachers hired after June 1993, the first day of work.
 3. Certification shall mean that the employee has on file with the Superintendent’s office evidence the s/he possesses the appropriate state subject area certification(s) for teaching positions, as defined pursuant to Chapter 71, Section 38G of the General Laws, or that s/he is awaiting approval of a completed application submitted to the Department of Education, or that a certification can be reactivated within a two year period as provided under Chapter 71.

A revised seniority list shall be supplied annually by the Committee to the Association, and released each October 15th. The annual employee seniority list shall not be altered after October 15th except to correct an error or to add new employees to the bargaining unit.

**ARTICLE XV
RECALL**

- A. Teachers, having held professional status at the time of layoff, will be recalled in inverse order of their layoff to vacancies for which they are certified. Such teachers will remain on a recall list for a period of twenty four (24) months from their last day of work.
- B. A professional status teacher who is recalled by the Committee shall be recalled with professional status and all benefits s/he had accumulated at the time of his/her layoff. Laid off employees may continue group health and life insurance during the recall period as provided by the Committee to members of the bargaining unit by paying the Committee for the full premium cost. Failure to forward premium payments to the Committee or refusal to return to employment upon recall will terminate

this option. For this purpose, professional status teachers on the recall list shall be deemed to be on an unpaid leave of absence.

- C. Professional Status teachers on the recall list will be given first priority and preference for filling substitute teacher vacancies if they indicate, in writing, that they desire such employment. When vacancies occur in the certification area(s) of a teacher with professional status on the recall list, such teacher shall be notified by certified mail at his/her last address of record. Failure to respond to the Superintendent of Schools with a letter of acceptance of the offered position within ten (10) calendar days of receipt of such notice shall be considered a rejection of such offer. It shall be the responsibility of such teachers on the recall list to inform the Office of the Superintendent of changes of address.
- D. Professional status teachers on the recall list holding certification for a vacant position shall have priority in filling such vacancy as herein above set forth. No new employees shall be hired to fill such vacancies until all duly certified teachers on the recall list have been first offered the vacancy pursuant to the provisions of this Article.
- E. If a teacher refuses or fails to respond in writing to a recall offer to the same position he/she held at the time of layoff, he/she shall lose all future rights of recall. A teacher, however, does not lose recall rights if the position is offered during the course of the school year and the teacher is already employed in another school system or the teacher is medically unable to return to work at that time. In either circumstance, the teacher must accept the offered position by certified mail within ten (10) calendar days of receipt of the notice for the following school year. In the event the teacher is physically unable to accept the position, he/she must present medical certification with the Superintendent that he/she can return to the position as of the start of the following school year.

ARTICLE XVI VACANCIES & PROMOTIONS

- A. The Committee agrees that timely written notice will be given to the President of the Association and those on the recall list regarding the existence of any vacancy or other positions (such as extra-curricular, co-curricular, tutoring, summer positions, etc.) as soon as possible after it becomes known that they will exist. Such notice will contain a description of the position, the qualifications, duties and a range of initial minimum and maximum salary to be paid. The Association will be notified prior to any changes in the duties or qualifications of such position. No vacancy will be filled except on a temporary basis, within fifteen (15) days from the date of the original notice.

During the summer months (July and August), the Superintendent or designee agrees to forward notices required under this provision to the Association, whose duty it will be to notify its members.

The Superintendent or designee reserves the right to publicize such vacancies (See above, paragraph A) in any manner, and to any extent he/she desires provided that such vacancy is posted internally concurrent with advertising. A written notification will be sent to the Association's President at the time of posting.

In the event the Superintendent or designee decides that the person filling any such position temporarily will be placed in such position permanently, it is agreed that all other applicants requesting in writing the reasons for such action, will be informed as to why such action is taken.

- B. The Principal shall consider applications from the existing professional staff and those on the recall list for vacancies or any other positions.

ARTICLE XVII TRANSFERS

It is agreed that transfers of teachers from school to school will occasionally be necessary. It is further agreed that such transfers may be disruptive to the educational process. In order to effectuate orderly adjustments, the following methods will be employed.

- A. District volunteers will be considered for transfers first. No assignments of new teachers shall be made until all transfer requests have been considered.
- B. In the event that transfers are to be involuntary, the Superintendent will consider such matters as teacher competence, length of service in the system, and areas of qualification in making the decision as to who shall be transferred. Unless the best interest of the District cannot be otherwise preserved and protected sufficiently, thirty (30) days written notice shall be given

in all cases of transfer during the school year. Involuntary transfers may be made only after discussion between the Superintendent and the teacher of the reason for the transfer. If the teacher objects to the transfer after such discussion, s/he may together with a representative of his/her choosing meet with the Superintendent within thirty (30) days to discuss the matter. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the procedure.

- C. Teachers will be notified of any transfers as far in advance as possible and normally not later than June 1. In the event unusual circumstances require transfer after June 1, the teacher will be notified as soon as possible of the reason for the change. The Principal will make a reasonable effort to schedule a meeting in the Principal's office with the affected teacher to provide and discuss the written transfer notification.
- D. Teachers desiring transfers may submit written requests to the Superintendent indicating the assignment preferred. Such requests must be submitted between September 1 and April 15 of each school year to be considered for the following school year. Requests must be renewed each year and shall be acknowledged in writing.
- E. Whenever feasible, any teacher who is transferred to another school due to the elimination of his/her position, will have the opportunity to return to his/her original professional assignment (right of first refusal).
- F. It is agreed that no grievances are to be submitted as to this article or to the transfer process described hereunder unless the process is discriminatory or not in accordance with the practice set forth above.

ARTICLE XVIII TEACHER EVALUATION

- A. The monitoring or observation of the work performance of a teacher will be conducted by the Principal, the Associate Principal, and/or the Department Chair, using all means of teacher performance and interaction between staff and the evaluator as tools to present the evaluation. Evaluation will include the teacher standards established by the Department of Education under Education Reform. No surveillance will be conducted by surreptitious means nor by means other than the use of measures of performance or an evaluator's interactions with the employee. Teachers will be promptly given a copy of any evaluation report prepared by the evaluator, and will have the right to discuss such report with the evaluator.
- B. Non professional status teachers will be formally evaluated by the Principal, Associate Principal and/or Department Chair each year. Professional status teachers will be formally evaluated by the before mentioned persons at least once every other year. Professional status teachers shall utilize a self-evaluation process during those years when they are not formally evaluated by the building evaluators.
- C. Teachers will have the right, upon request, and at reasonable times, to review and make copies of the contents of their own personnel file. Teachers will be entitled to have a representative accompany them during such review which will be conducted in the presence of a member of the administrative staff.
- D. No material which reflects adversely upon a teacher's conduct, service, character, or personality, intended for distribution to any administrative or supervisory personnel, or which will be placed in his/her personnel file, will be distributed or filed unless the teacher has had an opportunity to review the material. The teacher will acknowledge that s/he has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher will also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent and attached to the file copy.
- E. Any official complaint regarding a teacher that is made by a parent, student, or other person, shall be promptly brought to the attention of the teacher if said complaint may become cause for criticism in a subsequent evaluation (if such report of the complaint is or may be filed in the teacher's administrative file, or if said complaint might result in disciplinary action). The person initiating the complaint, as well as the person(s) observing the behavior which led to the complaint, shall be revealed to the teacher.

- F. The Association recognizes the authority and responsibility of the Administration for disciplining or reprimanding a teacher for professional reasons. In cases where formal action is to be taken, a teacher will be entitled at his/her option, to have a representative present. When a teacher is not represented by the Association, the Association shall have the right to be present.
- G. No teacher will be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause.

**ARTICLE XIX
TEACHER FACILITIES/ANNUAL EXPENSE ALLOWANCE**

- A. To the extent that the physical plant permits, each teacher will have the following facilities available:
 - 1. Space, i.e.: lockable desk or lockable file cabinet, or locker or closet, in which teachers may safely store instructional materials, supplies, and personal belongings;
 - 2. A teacher work area containing equipment and supplies to aid in the preparation of instructional materials;
 - 3. An appropriately furnished room to be reserved for the exclusive use of the teachers as a faculty lounge;
 - 4. A serviceable desk and chair for the teacher;
 - 5. A communication system so that teachers can communicate with the main building office from their classroom;
 - 6. A well-lighted and clean male adult rest room, and a well-lighted and clean female adult rest room;
 - 7. A teacher dining area, separate from, and not available to students during regular dining hours.
- B. An adequate portion of the area used for parking at the school will be reserved for teacher parking.
- C. The Committee will provide each teacher with an annual expense allowance of one hundred dollars (\$100.00) during the academic year. Expense allowances in the amounts stipulated shall be made available annually, at the start of each school year, and shall be used for the purpose of purchasing sundries and miscellaneous items for use in the classroom, laboratory or shop, including, but not limited to, texts, resource material, laboratory materials, shop and art supplies and materials, and other supplies and materials for student use.

Purchases may be with or without the use of a purchase order for the same, but will be made in conformity with the policies that are or may be established by the Committee governing the same. Teachers will be required to submit proof of purchase and will be reimbursed by the Committee by special check within 21 days of the submission thereof.

**ARTICLE XX
USE OF SCHOOL FACILITIES**

- A. Upon application to the building principal, the Association will be permitted the use of school buildings at reasonable times for meetings. Such use will be free of cost, except for extra custodial, protective or similar personnel fees. Applications will normally be made at least one (1) week prior to the date and time intended for such meeting.
- B. The Association will be permitted to use school facilities and equipment, provided that no conflict exists with regularly established student programs. Application will be made as in A above, and subject to cost limitations set forth therein.
- C. The Committee agrees to provide access to teacher work areas/classrooms during non-school hours. The building principal will post times of all scheduled weekend building openings so that teachers may use the buildings at those times. However, the building principals shall make reasonable accommodation with individual teachers for alternate times.

ARTICLE XXI
SICK LEAVE

- A. Fifteen (15) days of paid sick leave per school year is granted to teachers by the Committee.
- B. Unused sick leave may accumulate to a maximum not to exceed one hundred ninety-nine (199) days plus unused personal leave applied under the rules of Article XXIII Section (A) of this Agreement, but not more than one hundred eighty-four (184) days of accumulated sick leave can be carried forward from the end of any school year to the following school year.
- C. Sick leave days are for personal illness or injury, the nature of which prohibits the teacher from carrying out the duties and responsibilities of the teacher's position. Sick leave days are essentially a form of insurance protection for the teacher and a right to continued compensation while absent, but only when the absence of the teacher arises from a bona fide sickness, illness or injury which prevents the teacher from reporting for work and performing his/her duties.
- D. Full time and part time teachers who are employed for a work year of less than one hundred eighty-four (184) work days shall be entitled to and granted sick leave in proportion to the time they are employed and compensated.
- E. Sick leave shall be paid at the rate of the teacher's per diem rate of pay under his/her personal employment contract, irrespective of the full-time or part-time employment status of the teacher. Accumulations of sick leave of teachers who change from full-time to part-time status (or vice versa) or who otherwise change in the pro-rated basis of part-time status shall not be increased or decreased as a result of such changes.
- F. Notwithstanding the limitations set forth in Section C of this Article (above), the Committee authorizes the use of paid sick leave grants in instances of family emergency, but only with prior approval of the Principal or his/her designee. Family emergency shall mean an illness of or injury to a member of the teacher's family and/or persons living in the immediate household which requires the absence of the teacher from school in order to provide necessary care to the afflicted person.
- G. In addition to the above, the Committee authorizes the use of paid sick leave grants if there is a risk of impairment of health to the unborn child of a teacher as stated in the written finding of the teacher's physician as a result of the known existence of a communicable disease, such as chickenpox, measles, 5th Disease, etc. In such instance, the teacher may be considered for professional temporary reassignment. Such reassignment shall be out of harm's way, and that is mutually agreeable to the parties involved. However, this should not preclude a teacher from using his/her own sick leave if he/she desires.
- H. After absence of three (3) consecutive work days, a doctor's certificate of illness may be required.
- I. A teacher may use up to five (5) days of his or her sick leave in the event of sickness of his or her family and/or persons living in the immediate household.

ARTICLE XXII
SICK LEAVE BANK

A Sick Leave Bank Committee shall be established and shall manage a Sick Leave Bank, render determinations respecting grants of leave from the Sick Leave Bank, and receive applications therefor. Said Committee shall consist of five (5) members: two (2) members shall be appointed by the President of the Association; two (2) members shall be appointed by the Chair of the School Committee; and one (1) member shall be appointed by these four (4) members.

The Sick Leave Bank Committee shall provide grants of Sick Leave to those teachers who are disabled as a result of a prolonged and/or catastrophic illness or injury, and who have no remaining Sick Leave in their personal account. Such grants of Sick Leave from the Bank shall be made by a majority vote of said Committee after the receipt of a written request from a teacher; the vote of the Committee shall be final.

The Sick Leave Bank Committee may not provide grants of Sick Leave totaling more than one hundred eighty-four (184) days to any individual teacher during any five year period.

The maximum accumulation of days in the Sick Leave Bank shall not exceed twice the number of full time teachers. In the event the total accumulated Sick Leave days in the Bank is less than one half of the allowable maximum accumulation, then each teacher shall be assessed one (1) or two (2) days of their personal entitlement of Sick Leave, and such assessed days of personal Sick leave shall be

added to the Bank. Such assessment shall be by vote of the Sick Leave Bank Committee, but said Committee cannot assess more than two days of personal sick leave per teacher in any one (1) school year.

Grants and assessments of sick leave from the Bank to teachers having less than a full time assignment shall be by rule of the Sick Leave Bank Committee, and as though such teachers had full time assignments. It is recognized, however, that a grant of sick leave to a teacher having less than a full time assignment shall provide for the payment of a per diem rate of pay, pro-rated in accordance with Article V, Section E of this agreement.

It is also recognized that the rule of pro-rationing under Article V, Section E does not apply when a teacher having less than a full time assignment is assessed by the Committee for the purpose of crediting the Sick Leave Bank with additional sick leave days. In this case, said teacher's personal accumulated entitlement of sick leave shall be debited by one (1) day for each (full) day credited to the Bank.

Any unused Sick Leave remaining in the Bank at the end of any school year shall be automatically carried over to the next school year.

The Association will be notified in writing of the current balance of days in the Bank prior to the beginning of the academic year.

ARTICLE XXIII TEMPORARY LEAVES OF ABSENCE

A. Teachers will be allowed time off with pay each school year for personal reasons:

1. Up to three (3) days of personal leave with pay (as examples: religious observances, personal legal and business affairs, etc.) are provided for each teacher per school year, subject to the following conditions:
 - a. Absence during the work day is necessary.
 - b. Except in cases of emergency, personal leave must be applied for at least five (5) days in advance of the proposed date(s) of leave.

Application for personal leave shall be in writing and directed to the building Principal who shall answer the same within two (2) school days. Grants of personal leave are subject to the approval of the Principal.

Unused personal leave shall accumulate as sick leave at the end of each school year, applied to each teacher's personal accumulation of sick leave effective at the beginning of the school year, subject to the rules of maximum accumulation under Article XXI.

2. At the discretion of the Principal, teachers shall receive grants of professional leave for the purpose of visiting other schools, or participating in programs of professional value to the teacher and of benefit to the Committee. Teachers shall submit written applications for such grants to the Principal at least one week prior to the proposed leave. Applications must set forth how the teacher and Committee will benefit from the proposed visitation or program.
3. For time necessary for appearances in Court proceedings consistent with the following:
 - a. Teachers summoned for jury duty will be granted a leave of absence with pay for time lost from their regular work schedule while on said jury duty upon presentation of the appropriate summons to the principal by the teacher.
 - b. A teacher who receives jury fees for jury service upon presentation of the appropriate court certificate of service, shall either:
 - 1) Retain such jury fees in lieu of pay for the period of jury service, if the jury fees exceed his/her regular rate of compensation for the period involved.
 - 2) Remit to the Committee the jury fees if less than his/her regular rate of compensation for the period involved.
 - c. Jury fees for the purpose of this paragraph shall be the per diem rate paid for jury duty by the court, not including the expenses reimbursed for travel, meals, rooms, or incidentals.

- d. A teacher summoned as a witness in Court on behalf of the Mohawk Trail Regional School District, the Commonwealth or any town, city or county of the Commonwealth, or on behalf of the Federal Government, shall be granted court leave with pay upon filing of the appropriate notice of service with his/her principal, except that this Section shall not apply to a teacher who is also in the employ of any other school district, town, city or county of the Commonwealth, or in the employ of the Federal Government or any private employer who is summoned on a matter arising from that employment.
 - e. All fees for court service except jury duty fees paid for service rendered during teaching hours, must be paid to the Committee. Any fees paid to a teacher for court service performed during a vacation period may be retained by the teacher. The teacher shall retain expenses paid for travel, meals, rooms, etc.
 - f. A teacher on court leave who has been excused by the proper court authority shall report to his/her official duty station if such interruption in court service will permit four (4) or more consecutive hours of employment. Court leave shall not affect any employment right of the individual.
 - g. No court leave shall be granted when the employee is the defendant, or is engaged in personal litigation.
- 4. A teacher may request up to five (5) days of paid leave per occurrence of a death in the teacher's family and persons living in the immediate household. The teacher's request will be granted by the building principal. Bereavement days are for the purpose of attending the memorial service, and for bereavement at the time of death. One (1) of these days may be taken later in the year to attend a memorial service. Additional bereavement leave may be granted at the discretion of the Superintendent.
 - 5. For teachers called into temporary active service of any military reserve or national guard unit - a maximum of seventeen (17) days per school year. Teachers will be paid the difference between their regular pay and the pay which they receive from the State or Federal Government upon receipt of a written request for such pay differential. Such request must be accompanied by a copy of orders from the teacher's military commander indicating the dates and duration of the temporary active service.
 - 6. Leave may be granted for absence authorized by the Principal or designee for part of a school day for good cause.
 - 7. If a teacher's approved summer school courses begin prior to the close of the Mohawk Trail Regional School District's school year, s/he may be released up to one (1) week prior to the closing date of the school year without pay. Except that, if a teacher has any unused personal leave under this Article, such leave may be taken with pay for this purpose. The total number of teachers excused under this section shall not exceed 10% of the teachers in each elementary school building or at the High School no more than five (5) teachers.
- B. All leaves taken under this article will be in addition to sick leave. None of the within named time allowances shall be accumulative from year to year except personal leave, which will be accumulated as sick leave days.
 - C. No teacher will be required to arrange for his/her own substitute.
 - D. Teachers will be advised of their sick leave and personal leave status prior to the beginning of the academic year.
 - E. Teachers absent without approved leave will be penalized one-one hundred eighty fourth (1/184) of their regular salary for each day missed, and may be subject to discipline.

**ARTICLE XXIV
EXTENDED LEAVES OF ABSENCE**

- A. Upon written application, a leave of absence without pay up to two (2) years may be granted to any teacher who has acquired professional teaching status within the Mohawk Trail Regional School District who joins the Peace Corps or serves as an exchange teacher, and is a full time participant in either of such programs. Upon return from such leave, a teacher will be placed on the salary schedule at the level s/he would have achieved if s/he had not been absent. Leave for any of the above named purposes will be granted only once during a teacher's service within the Mohawk Trail Regional School District.
- B. Military leave will be granted to any teacher who enlists or is inducted into any branch of the armed forces of the United States. Upon return from such leave, a teacher will be placed on the salary schedule at the level s/he would have achieved if s/he had not been absent.
- C. The parties to this agreement agree to abide by the statutory provisions of Chapter 149, Section 105D of the General Laws of the Commonwealth and the Family and Medical Leave Act of the Statutes of the United States, regarding grants of maternity and other family or medical leave, as well as any amendments to those laws shall be made a part of this agreement as if it were fully attached hereto and codified herein.
- D. Other leaves of absence without pay may be granted at the discretion of the Superintendent.
- E. All requests for extensions or renewals of leaves will be applied for and answered in writing within thirty (30) days of application.

**ARTICLE XXV
SABBATICAL LEAVES**

Sabbatical leaves will be granted to qualified teachers upon recommendation of the Superintendent of the District, for purposes of research and study. The following limitations and conditions shall apply:

- A. Not more than four (4) members of the teaching staff will be absent on sabbatical leave at any one (1) time.

In the event that more than four (4) teachers apply for sabbatical leave, a Superintendent's Advisory Committee will make recommendations to the Superintendent. The Committee will be comprised of one (1) member of the Administration, one (1) member from the Association, and one (1) member selected by the two (2) aforementioned members. The function of this committee will be advisory in nature with the Superintendent retaining all discretionary authority provided in this article.
- B. Requests for sabbatical leave must be received by the Superintendent of Schools in writing in such form as may be required by the Superintendent of Schools no later than December 31, and action must be taken on all such requests no later than March 15 of the school year preceding the school year for which the sabbatical leave is requested.
- C. Teachers to be eligible to apply for sabbatical leave shall have completed six (6) school years of continuous service within the Mohawk Trail Regional School District prior to the school year in which such application is made.
- D. Teachers on sabbatical leave will be paid at fifty per cent (50%) of their regular salary rate, provided that such pay when added to any program grant will not exceed one hundred per cent (100%) of the regular salary rate. Frequency and method of payments of salary will be arranged to the mutual convenience of the Committee and the teacher taking the sabbatical leave. Teachers on Sabbatical leave will continue to receive insurance benefits with the standard district contribution rate.
- E. The teacher will agree in writing to return to employment in the Mohawk Trail Regional School District for one (1) full year when granted one (1) semester's leave, or for two (2) full years when granted a full year's leave. In the event the teacher fails to return, or seeks to leave prior to the end of the period of obligated service set forth herein, s/he will be required to reimburse the District proportionately for all monies paid by him/her on account of such sabbatical leave, except in cases of death, or total legal disability as certified by the school physician. Nothing in this paragraph shall be deemed to conflict with or derogate from the provisions of General Laws, Chapter 71, Section 41A.
- F. Upon return from sabbatical leave, the teacher will be considered as if s/he were actively employed by the Committee during the leave time, and will be placed on the salary schedule at the appropriate step for his/her training and experience.

- G. In the event that a teacher who has been granted a Sabbatical Leave is later notified that s/he has not been accepted into a graduate program as applied for, the leave shall be voided and the teacher shall continue to be fully employed in his/her normal teaching position, provided that the teacher who wishes such leave to be voided, notifies the Superintendent in writing on or before the first day of November (for graduate programs commencing with the Spring term) or, on or before April 15th (for graduate programs commencing in the fall term) that s/he has not been accepted into a graduate program and that s/he wishes said sabbatical leave be voided.

ARTICLE XXVI SUBSTITUTE TEACHERS

- A. It shall be the policy of the Committee to employ substitutes, whenever possible, to replace regular staff in the event of illness or incapacity, including the Special Education, Physical Education, Art and Music Teachers. The substitute teachers need not be certified in the particular area in which they are substituting.
- B. Supervisory personnel or department members or other professional staff will be permitted to file statements of comment or recommendation concerning the work performance of a substitute teacher with the administration.
- C. If a substitute teacher is not available for the middle or high school and the Principal must assign a teacher to cover a middle school class or a high school half block during his/her preparation period, the Principal will do so according to the following procedure:
- First, a teacher will be assigned from the volunteer list established per high school block/ middle school class.
 - If there are no volunteers in any given block or class, then the assignment will be rotated equitably among the staff available.
 - The teacher assigned will be able to opt out on any given day due to other responsibilities with the Principal's approval, and another teacher will be assigned in accordance with the same procedure.

The assigned teacher will be paid starting with the second assigned coverage and all subsequent coverage times per school year. Teachers will be paid at the rates of \$20 per high school half block and \$20 per middle school class.

ARTICLE XXVII PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

- A. As required by the Education Reform Act of 1993, the Mohawk Trail Regional School District will be responsible for offering inservice opportunities to guarantee that all staff will be able to meet re-certification requirements over a five (5) year period at no cost to the teacher.
- B. In addition to local inservice programs leading to recertification, teachers will have access to college courses in their area of certification, a related field or in the field of education. During the term of this contract, the District will reimburse teachers, who are not matriculated, for tuition and fees at the rate of up to eight hundred dollars (\$800) per year. During the term of this contract, the District will reimburse teachers, who are matriculated, for tuition and fees for up to three (3) courses (each course may be no more than four (4) credits) per contract year at the rate of seventy-five percent (75%) of the rate set by UMASS at Amherst, or the actual cost of the course(s), whichever is less (Note: Any teacher who was matriculated in a program on or before February 1, 2012 will be eligible for reimbursement in accordance with the terms of the 2008-2011 collective bargaining agreement for the current program, but any future program shall be reimbursed in accordance with the current collective bargaining agreement language). For purposes of this section, "matriculated" is defined as a written acceptance into a program that the employee actually attends. Payment is subject to the prior approval of the course by the Superintendent.

Tuition and fees may be paid in advance through a purchase order at the time of course enrollment. Such advances of tuition and fees anticipates successful completion of the course by the teacher. If a teacher fails to successfully complete such courses (meaning a passing course grade) within thirteen (13) months of payment, or if such teacher leaves the employ of the District during that period, then such teacher shall pay to the Committee the entire amount granted to him/her as an advance or reimbursement.

C. Vertical Advancement on the Salary Schedule

The parties hereto agree that annual increments are not solely longevity pay advances, but are contingent upon satisfactory service and the fulfillment of the professional improvement requirements as set forth and defined within this article.

D. Horizontal Advancement on the Salary Schedule

1. Horizontal movement on the salary schedule (i.e. advancement to a higher personal preparation column on the schedule) is contingent upon successful completion of degrees from an accredited college or university and/or additional credit hours of graduate or undergraduate level course work from an accredited college or university, or the accumulation of approved P.D.P.'s. (as the Department of Education defines P.D.P.'s.)
2. Additional credit hours of professional study used to satisfy the requirements for placement on the Masters + 15 hours and the Masters + 30 hours advanced preparation columns must have been completed after the award of the Masters degree. Exceptions to this rule are possible when: a) any credit hours received at the time of or prior to the award of the Masters degree were not used to satisfy the requirements for the award of the Masters degree and b) said credit hours, if received prior to the award of the Masters degree, were not used to satisfy the requirements for placement on the Bachelor + 15 hours advanced preparation columns.
3. Teachers expecting to complete work for placement on advanced preparation columns (i.e. expecting to qualify for horizontal movement on the salary schedule), shall notify the Superintendent in writing of this fact prior to November 1st preceding the school year when the horizontal advancement shall be made effective.
4. Degree or degree-plus-additional-hours recognition on the salary schedule will be awarded each September and January. Payment of increased salary will be made effective retroactive to the date of course completion upon receipt of the official college transcript. Certification shall be reviewed and approved by the Superintendent as to acceptability of form and content.
5. P.D.P.'s earned by a teacher may be used to move horizontally from Bachelor to Bachelor +15 or from Masters to Master +15 or Masters +30 at the rate of 15 P.D.P.'s to one (1) college credit. For P.D.P.'s to be acceptable under this article for horizontal movement on the salary schedule the following must apply:
 - a. Only P.D.P.'s earned outside of contracted time may be used for horizontal movement. Example: summer work, after-school workshops, etc.
 - b. P.D.P.'s earned for activities outside the regular school year but for which the school system is paying a teacher cannot be used to move ahead on the horizontal pay scale.
 - c. All P.D.P.'s to be used for advancement on the pay scale must be approved by the Principal of the teacher's school and the Superintendent or designee before the activity occurs.
 - d. The teacher will submit the appropriate form to the Director of Curriculum and Assessment, who will track the P.D.P.'s earned for movement on the pay scale.
 - e. Approval of Course Work by the Superintendent.

All course work or professional study to be used to satisfy the requirements for horizontal advancement on the salary schedule, or to be qualified for tuition reimbursement under this article must receive the prior approval of the Superintendent.

E. Curriculum Work

Teachers who are requested to work beyond the one-hundred-eighty four (184) contract days on curriculum work and/or curriculum work products related to the curriculum work, shall be paid a stipend at the rate of twenty dollars (\$20) per hour, unless an approved grant stipulates a higher hourly rate. In such an instance, the higher hourly rate stipulated in an approved grant will prevail. Some activities may be compensated at a flat stipend rate which staff members may agree to participate in at that rate. Such stipends will be determined prior to the commencement of the activity.

**ARTICLE XXVIII
PROTECTION**

- A. Teachers will immediately report to the Principal all cases of assault and battery allegedly committed or suffered by them when such incidents arise out of the course and scope of the teacher's employment.
- B. The Superintendent will review all such reports and will take such action as may be appropriate under the circumstances.
- C. The District retains General Counsel to assist with legal concerns and teachers are invited to consult with School Counsel as authorized by the Superintendent.
- D. The Committee agrees to indemnify teachers in the maximum amount provided for within, and consistent with the limitations set forth in Section 9 of Chapter 258 of the General Laws of the Commonwealth.

**ARTICLE XXIX
HEALTH AND SAFETY**

The School Committee recognizes its responsibility to provide a safe and healthful work place, free of hazards or conditions which cause, or which are likely to cause accident, injury or illness to the teaching staff.

To this end the School Committee agrees that it will take timely action to inform the Association and all affected teachers of hazards or conditions which cause or which are likely to cause accident, injury or illness, and that it will act in a timely manner to correct such hazards or conditions.

The parties further agree that no member of the bargaining unit will be subject to restraint, interference, coercion, discrimination or reprisal for filing a report of or for attempting to ameliorate an unsafe or unhealthy working condition. The School Committee will continue to be responsive to requests for information from the Association and from individual members of the teaching staff regarding potentially unsafe or unhealthy working conditions.

**ARTICLE XXX
PERSONAL INJURY BENEFITS**

- A. The Committee will provide protective clothing and safety glasses to teachers as needed in the performance of their teaching duties and will reimburse teachers for any clothing or other personal property damaged or destroyed (less the amount of any insurance reimbursement) as a result of an assault and battery suffered in the course of employment.
- B. The Committee shall reimburse any teacher one hundred per cent (100%) of the total cost of any protective prescription eye wear required for the safe execution of his/her professional duties. In all cases, the eye wear shall become and remain the personal property of the teacher.
- C. Any reimbursement or payment under this article will be made only in cases where the teacher is not contributorily negligent.
- D. Whenever a teacher is absent from school as a result of a personal injury arising out of and in the course of his/her employment, s/he will be paid the difference between his/her regular salary and any weekly benefit s/he may be entitled to under worker's compensation coverage in accord with M.G.L.C. 152.S69. The difference so paid will be deducted from any unused sick leave by converting the money value into hours at the individual teacher's pay rate computed on a daily basis.

**ARTICLE XXXI
ANNUITY AND INSURANCE PLANS**

- A. Teachers will be eligible to participate in a "tax sheltered" annuity plan established pursuant to United States Public Law No. 87-370.
- B. Employees of the district who are regularly scheduled to work twenty (20) or more hours per week are eligible for health insurance. Effective July 1, 2008, said employees will receive health insurance benefits through the Group Insurance Commission (GIC) in accordance with the 9/28/07 Public Employee Committee (PEC) GIC Memorandum Agreement between the School Committee and the PEC.

New employees may join a health insurance plan in accordance with G.I.C. regulations. Once hired, employees may switch plans only on the Anniversary date, or due to a change in family status (qualifying event). A change in family status for this purpose includes marriage, birth of a child, divorce, death of a spouse or child, termination of employment of a spouse and such other events that the health insurance carrier determines will permit a change of plans. You must notify the Central Office within thirty (30) days of the qualifying event.

Health insurance premium deductions shall be equalized throughout the year based upon either twenty-one (21) or twenty-six (26) pay periods, as applicable. Health insurance premium increases effective July 1st will be deducted from employees' paychecks in June.

- C. The Committee agrees to continue to provide group contributory dental and dental health insurance, consistent with the terms and conditions of Chapter 32-B of the General Laws of the Commonwealth. The Committee also agrees to maintain the level of benefits of such dental insurance as enacted by vote at its regular monthly meeting in June of 1986 and further, provide for and maintain certain other benefit levels effective October 1, 1988, as enacted by vote at its regular monthly meeting in July of 1988, and otherwise conform with applicable terms and conditions of Chapter 32-B of the General Laws of the Commonwealth.

The contributory rate of premium payment for such dental and dental health insurance by the Committee shall be seventy-five percent (75%) of the total premium assessed by the insurer for the level of benefits set forth and defined in the Article for the period September 1, 1997 to August 31, 1998.

Employees shall assume responsibility for the payment of the balance of premium in conformity with the provisions of Chapter 32-B of the General Laws of the Commonwealth. If a supplemental and/or higher coverage dental and/or dental health insurance plan is offered, employees may participate in such plan if employees assume responsibility for the payment of the full cost of such plan (i.e., the difference between the regular dental insurance plan and the supplemental and/or higher coverage plan). If the regular dental insurance plan is no longer available to the District, the District shall immediately enter into negotiations with the Association to address the policy changes. During those negotiations, the District will continue to contribute an amount equal to its percentage contribution toward the supplemental and/or higher coverage dental and/or dental health insurance plan which was in effect prior to the regular dental insurance plan ceasing to be offered. For example, if the District was contributing \$750 toward a regular plan with a total premium of \$1,000 and the supplemental and/or higher coverage plan's total premium cost was \$1,500, then the District would contribute 50% of the cost of the supplemental and/or higher coverage plan upon the discontinuance of the regular plan.

- D. Effective September 1, 1996, the District will purchase a Term Life Insurance Policy that will provide \$20,000 of life insurance coverage for each member of the faculty. The cost of this insurance will be paid by the District. Additional coverage will be made available provided that full cost of said additional insurance will be paid for by the individual desiring the additional coverage.

ARTICLE XXXII TEXTBOOKS/INSTRUCTIONAL TECHNOLOGY

The Committee agrees that adequate supplies of textbooks and instructional technology are desirable in a well ordered educational program. Each pupil in the system will be provided with such texts, instructional technology, and other materials as the Committee may deem appropriate. The professional teaching staff is encouraged to contribute to textbook and instructional technology selection and replacement by way of written suggestion, which suggestions the Committee will give due consideration in its deliberations on original selection or replacement of such material and instructional technology.

ARTICLE XXXIII RESEARCH AND DEVELOPMENT

The Committee reserves to itself all policy and planning powers relative to research and development, and further reserves the right to apply budgeted funds, if any, as it may deem desirable to further any such programs. Such a statement of reservation of policy powers in no way admits or implies the negotiability of the premise brought forth therein.

The teaching staff will be and hereby is encouraged to submit suggestions and ideas for future educational development of the school system, which suggestions the Committee will give due consideration in its deliberations on any such plans.

**ARTICLE XXXIV
DUES COLLECTION**

- A. The Committee hereby accepts in the provisions of General Laws, Chapter 180, Section 17C, and in accordance therewith, shall certify to the District Treasurer payroll deductions for the payment of dues to an Association of teachers duly authorized by its members. The following form will be used for authorizing such deductions:

DUES AUTHORIZATION FORM

Name:

Address:

I hereby request and authorize the Mohawk Trail Regional School District Committee to direct the District Treasurer to deduct from my earnings and transmit to the Association or Associations indicated below, an amount sufficient to provide for regular payment of the membership dues as certified to the said Treasurer by the Association or Associations respectively, such deductions to be made in equal bi-weekly payments. I understand that I may withdraw this authorization at any time by giving notice in writing at least sixty (60) days in advance of the withdrawal date. I hereby waive all right and claim for said moneys so deducted and transmitted in accordance with this authorization and relieve the Committee and District and all their respective officers from any liability therefore.

Mohawk District Education Association, Inc.

Massachusetts Teachers Association

National Education Association

- B. The Mohawk District Education Association, Inc. will certify to the Committee in writing the current rate of membership dues of each of the Associations named in section A above. Any Association which will change the rate of its membership dues will give the Committee sixty (60) days written notice prior to the effective date of such change.
- C. All authorizations must be in the hands of the Committee two (2) weeks prior to the week in which the payroll deduction is to be made. Late authorizations will not be honored.
- D. The Association agrees to and does hereby indemnify, defend and hold harmless, the School Committee from and against any and all claims, demands, liabilities, suits or any other form of action arising from or relating to any action taken by the School Committee in reliance upon information furnished by the Association to the School Committee for the purpose of complying with any of the provisions of Article XXXIV.

**ARTICLE XXXV
JOINT LABOR MANAGEMENT COMMITTEE**

The parties agree to establish a Joint Labor Management Committee (JLMC) for the purpose of enhancing the collaborative relationship and cooperatively addressing issues as they arise. Meetings will be conducted on a regularly scheduled basis and/or as needed. Issues the JLMC may address include, but are not limited to, grievances and contract issues, problems raised by the bargaining unit, and any matter the parties agree to address (note: discussions of the JLMC do not modify the time limits contained in the grievance procedure). The following issues are assigned to the JLMC:

- a. reimbursement for workshops
- b. instructional technology
- c. stability in staffing – moving, transfers, etc.
- d. mentoring teachers, developing teachers, peer review and assistance
- e. effective evaluation
- f. common planning time

The JLMC is an advisory committee only and may not modify terms and conditions of the collective bargaining agreement and/or past practice without agreement of the School Committee and the Association.

**ARTICLE XXXVI
INDUCTION AND MENTORING PROGRAM**

An induction and mentoring program shall be maintained for all teachers new to the District in accordance with Massachusetts law and regulations. The purpose of the program is to provide guidance, resources, training, and support. The posting for the position of mentor, if such position is going to be filled, shall occur in each building no later than June 1st of each school year for the following school year, and/or when new teachers are hired. Mentors shall serve for a period of one (1) school year, and may reapply annually for the position. Mentors must participate in a mentor training program prior to beginning their work with mentees. The mentor shall maintain a log of meetings held between the mentor and mentee during the mentoring year, and shall make such log available to the principal upon request. Confidentiality is crucial when building a relationship based on mutual respect and trust. All communications and knowledge gained (except illegal acts) must be considered confidential between the mentor and mentee. Mentor teachers shall be compensated at the annual rate of \$725 per mentor (said amount will be prorated if the mentor is hired during the school year). Payment shall be made at the end of the school year after the Mentor has turned in a log of their meetings. Mentors will not be assigned more than two (2) first year mentees during a school year.

**ARTICLE XXXVII
CLOSURE AND GENERAL**

- A. The parties acknowledge that during negotiations that resulted in this agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that any such matters not covered herein have voluntarily been withdrawn as part of the consideration for the making of this agreement, and that the understanding and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the Committee and the Association, for the life of this agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this agreement, except as otherwise provided in the reopening sections of Article II and this Article, even though the subjects or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement. All Committee policy and administrative regulations inconsistent with the provisions contained in this agreement are deemed to be amended so as to be consistent herewith, and the Committee will carry out the commitments contained herein and given them full force and effect as Committee policy.

- B. Should any provision of this agreement, or the application of this agreement to any member of the professional staff or Committee covered hereunder be found to be contrary to law, such provisions or their 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. The effect of any legislative action taken by the Great and General Court, or regulatory action taken by the State Board of Education, or judicial determination by the Supreme Court of this Commonwealth which modifies, limits, or eliminates any of the provisions of Chapter 763 of the Acts of 1965, shall be deemed to be effective as to this agreement as soon as is required by law.

- C. This Agreement becomes effective August 27, 2011, and remains in full force and effect until August 26, 2014. The parties to this Agreement recognize and agree that no later than October 15, 2013, they will enter into negotiations for a successor agreement to become effective as of August 27, 2014.

If said negotiations for a successor agreement are not completed by August 26, 2014, then the provisions of this Agreement will remain in full force and effect until said negotiations are completed and the successor Agreement prepared and executed.

FOR THE MOHAWK TRAIL REGIONAL
DISTRICT SCHOOL COMMITTEE

FOR THE MOHAWK DISTRICT
EDUCATION ASSOCIATION, INC.

Dated: _____

Dated: _____

APPENDICES - MOHAWK TRAIL REGIONAL SCHOOL DISTRICT & MOHAWK DISTRICT EDUCATION ASSOCIATION, INC.

August 27, 2011 – August 26, 2014

- APPENDIX I - Basis for Athletic Salary Schedule
- APPENDIX II - Athletic Salary Schedule
- APPENDIX III - Extra-Curricular and Co-Curricular Salary Schedules
- APPENDIX IV - Schedule for Department Head Salaries
- APPENDIX V - Schedule for Head Teachers
- APPENDIX VI - Other Salaries and Stipends
- APPENDIX VII - Master Salary Schedule

**APPENDIX I
BASIS FOR ATHLETIC SALARY SCHEDULE**

For the purpose of establishing a coach’s placement on the salary scale, years of service in-district as a coach in the particular category (i.e. A or B) will be calculated for placement on the salary scale. However, any coach currently receiving a higher rate of pay than the amount listed in the salary scale will be “grandfathered” at his/her old rate of pay until the salary scale is higher than the coach’s previous rate of pay.

The Superintendent of Schools has sole discretion to determine the initial placement of new coaches on the salary schedule. No such new coach will receive a higher salary than any presently employed coach with equal or greater experience as a coach.

**APPENDIX II
MOHAWK TRAIL REGIONAL SCHOOL DISTRICT ATHLETIC SALARY SCHEDULE**

Head Coaches				
Category		1-5 years	6-10 years	10+ years
A	2011-2014	\$2,477	\$2,800	\$3,166
B	2011-2014	\$2,173	\$2,394	\$2,612
J.V. & Assistant Coaches				
Category		1-5 years	6-10 years	10+ years
A	2011-2014	\$1,821	\$2,061	\$2,260
B	2011-2014	\$1,392	\$1,612	\$1,832

Category A

Football Basketball

Category B

Soccer Field Hockey Volley Ball Ski Team
 Cross Country Skiing Baseball Softball Track
 Cross Country Cheerleading Golf Tennis

Head coaches who have two (2) or more full years of experience as a head coach in the Mohawk Trail Regional School District shall receive an additional \$204 added to the salaries above.

Positions listed in this Appendix will be posted and appointed on an annual basis. If there is more than one (1) qualified applicant for such a position, the principal or other administrator shall not be required to interview more than two (2) such applicants, although nothing herein shall be construed to prohibit a principal or other administrator from interviewing as many internal applicants for such a position as she/he deems necessary. The identity of the applicants who will be interviewed under this section shall be determined by

the principal or other administrator. As is the case with any position/activity listed in the collective bargaining agreement, the District will determine, at its discretion, whether to fund and/or fill any of the above-listed positions.

APPENDIX III

Extra-Curricular activities are defined for purposes of establishing rates of compensation, as those student activities of a non-athletic nature, requiring the advisor (or coordinator or chaperone, as the case may be) to spend the majority of his/her time performing the duties required by the position during hours other than those defined as the normal student school day. If more than one individual shares the responsibilities of the above activities, the salary amount shall be split equally among the individuals.

A. SECONDARY

1. SALARIES FOR EXTRA CURRICULAR ACTIVITIES

Effective August 27, 2011 through August 26, 2014

Position

Faculty Manager	\$2,433
School Paper	\$884
Jr. High Band, Orchestra & Glee Club.....	\$1,321
Sr. High Band, Orchestra & Glee Club	\$2,635
Drama-3-Act Senior Play Primary Director	\$1,321
Dance Band Director	\$1,453
All Musicals (Pr. director) (per musical)	\$1,321
All Musicals (Pr. producer) (per musical).....	\$1,321
All Musicals (Art director) (per musical).....	\$1,321

Extra-Curricular activities are defined for purposes of establishing rates of compensation, as those student activities of a non-athletic nature, requiring the advisor (or coordinator or chaperone, as the case may be) to spend the majority of his/her time performing the duties required by the position during hours other than those defined as the normal student school day. If more than one individual shares the responsibilities of the above activities, the salary amount shall be split equally among the individuals.

2. SALARIES FOR THE CO-CURRICULAR ACTIVITIES

Effective August 27, 2011 through August 26, 2014

Position

Peer Education Leader	\$887
Student Council/Government Advisor (7-12)	\$1,552
Class Advisors	
Grade 12	\$1,442
Grade 11	\$1,442
Grade 10	\$1,162
Grade 9	\$1,162
Grade 8	\$852
Grade 7	\$852
National Honor Society Advisor	\$852

Co-Curricular activities are defined for purposes of establishing rates of compensation, as those student activities of a non-athletic nature not requiring the advisor (or coordinator, etc.) to spend the majority of his/her time performing the duties required by the position during hours other than those defined as the normal student school day. If more than one individual shares the responsibilities of the above activities, the salary amount shall be split equally among the individuals.

B. ELEMENTARY

Teacher participation in extra-curricular activities, while voluntary, shall be encouraged and compensation added in the following manner:

1. A sum of \$1,950.00 shall be provided to be divided among the elementary school teachers for such participation.
 - a. Criteria for Compensation:
 - 1) A program must be pre-approved in writing by the building principal;
 - 2) Hours of actual teacher/student interaction must be beyond the normal school day;
 - 3) Teachers will keep a record of their hours and submit the record to the building principal for approval;
 - 4) At the conclusion of the school year, the sum of \$1,950.00 will be equally dispersed among all teachers who participated in pre-approved programs, based on the number of approved hours;
 - b. This account will not be used for overnight trips.
2. Elementary Overnight Class Trips:

Each Elementary Teacher participating in a pre-approved overnight trip will receive \$50.00 for each night of an overnight class trip.

 - a. Criteria for Compensation:
 - 1) The trip is overnight;
 - 2) Full participation of class expected;
 - 3) The teacher is present and participates for the entire trip, with the exception of an emergency or prior arrangements with administration in which case the teacher will be compensated for the number of nights present;
 - 4) The trip is curriculum based;
 - 5) The trip counts as a school day(s).
 - b. The account for overnight trips will be separate from the \$1,950.00 account for other extra-curricular activities referenced in Section 1 above.
3. The actual amounts of compensation to be provided each teacher for services rendered as an advisor or leader of each extra-curricular activity shall be submitted to and approved by the Chairman of the Committee and the President of the Association. The compensation distribution is not subject to the grievance and arbitration procedure.

**APPENDIX IV
SCHEDULE FOR PAYMENTS FOR DEPARTMENT CHAIRS**

A negotiations subcommittee consisting of the High School Principal and/or designee and three (3) members appointed by the Association, shall begin to meet no later than two (2) school weeks after ratification of this Agreement to discuss changing the department chair structure to a cluster leader structure. The subcommittee shall be prepared to make its recommendations to the School Committee and the Association no later than six (6) school weeks after the negotiations subcommittee's first meeting, or by a date mutually agreed upon by the subcommittee if the subcommittee needs more time. Upon completion of the subcommittee's work, the bargaining teams will set a date to reconvene for the exclusive purpose of negotiating the subcommittee's proposal.

Effective August 27, 2008 through August 26, 2011

Department	
English.....	\$2,048
Social Studies	\$2,048
Mathematics	\$2,048
Physical Education	\$2,048
Foreign Language.....	\$2,048
Science	\$2,048
Business/Technology	\$2,048

Student Services	\$2,048
Related Arts	\$2,048
Special Education	\$2,048

Positions listed in this Appendix will be posted and appointed on an annual basis. If there is more than one (1) qualified applicant for such a position, the principal or other administrator shall not be required to interview more than two (2) such applicants, although nothing herein shall be construed to prohibit a principal or other administrator from interviewing as many internal applicants for such a position as she/he deems necessary. The identity of the applicants who will be interviewed under this section shall be determined by the principal or other administrator. As is the case with any position/activity listed in the collective bargaining agreement, the District will determine, at its discretion, whether to fund and/or fill any of the above-listed positions.

**APPENDIX V
HEAD TEACHERS IN ELEMENTARY SCHOOLS**

- A. Both parties agree that a committee composed of one association member (selected by the Association) and the building principal will meet no later than May 15th at each school so that the principal can have input from the teachers prior to his/her selection of a head teacher for the following year.
- B. Head Teachers in the Elementary Schools, if appointed, shall be compensated at the following rate effective August 27, 2011:

For schools in which the Principal is assigned to be present in the building for the full school day:

School of under 125 pupils.....	\$775
Schools with 125 or more pupils.....	\$1175

For schools in which Principal is assigned to be present in the building half-time:

School of under 125 pupils.....	\$1500
Schools with 125 or more pupils.....	\$2000

Positions listed in this Appendix will be posted and appointed on an annual basis. If there is more than one (1) qualified applicant for such a position, the principal or other administrator shall not be required to interview more than two (2) such applicants, although nothing herein shall be construed to prohibit a principal or other administrator from interviewing as many internal applicants for such a position as she/he deems necessary. The identity of the applicants who will be interviewed under this section shall be determined by the principal or other administrator. As is the case with any position/activity listed in the collective bargaining agreement, the District will determine, at its discretion, whether to fund and/or fill any of the above-listed positions.

**APPENDIX VI
OTHER SALARIES AND STIPENDS**

- 1. Maximum salary for non-degree teachers shall be Step 9 on the Bachelor column.
- 2. The hourly rate for Tutors, including Home Instructional personnel covered under this contract, shall be as follows:
2011-2014 \$24.00
- 3. Effective August 27, 2011, the annual stipend for the Director of Activities is \$2,300.
- 4. Effective August 27, 2011, the annual stipend for the Student Account Activities Manager is \$3,000.
- 5. Effective August 27, 2011, the annual stipend for the Middle School Team Leaders are \$1,024.

**APPENDIX VII
MASTER SALARY SCHEDULES**

August 27, 2011: Add new top step which is \$725 higher than current top step
 August 27, 2012: Increase all steps \$350
 Add new top step which is \$450 higher than the current top step
 Eliminate the bottom step (Employees will move one step, but the actual step number will be the same as the prior year due to the elimination of the bottom step.)
 August 27, 2013: Increase all steps \$350
 Add new top step which is \$450 higher than the current top step
 Eliminate the bottom step (Employees will move one step, but the actual step number will be the same as the prior year due to the elimination of the bottom step.)

fy12

step	ba	ba + 15	ma	ma+15	Ma+30	Dr
1	\$35,375	\$36,211	\$37,579	\$38,472	\$40,225	\$41,175
2	\$36,804	\$37,653	\$39,035	\$39,916	\$41,885	\$42,834
3	\$38,234	\$39,092	\$40,492	\$41,362	\$43,545	\$44,492
4	\$39,666	\$40,532	\$41,948	\$42,806	\$45,202	\$46,150
5	\$41,099	\$41,973	\$43,407	\$44,255	\$46,860	\$47,810
6	\$42,526	\$43,416	\$44,867	\$45,700	\$48,518	\$49,469
7	\$43,960	\$44,857	\$46,320	\$47,146	\$50,178	\$51,127
8	\$45,391	\$46,297	\$47,778	\$48,594	\$51,837	\$52,787
9	\$46,821	\$47,736	\$49,235	\$50,039	\$53,496	\$54,444
10	\$48,251	\$49,175	\$50,692	\$51,487	\$55,153	\$56,103
11	\$49,683	\$50,618	\$52,148	\$52,932	\$56,811	\$57,761
12	\$51,113	\$52,060	\$53,603	\$54,380	\$58,469	\$59,419
13	\$53,362	\$54,304	\$55,060	\$55,825	\$60,128	\$61,078
14	\$54,087	\$55,029	\$56,518	\$57,272	\$61,788	\$62,738
15	xx	xx	\$58,683	\$59,417	\$64,057	\$64,990
16	xx	xx	\$59,408	\$60,142	\$64,782	\$65,715

fy13

step	ba	ba + 15	ma	ma+15	Ma+30	Dr
drop	\$35,725	\$36,561	\$37,929	\$38,822	\$40,575	\$41,525
new						
1	\$37,154	\$38,003	\$39,385	\$40,266	\$42,235	\$43,184
2	\$38,584	\$39,442	\$40,842	\$41,712	\$43,895	\$44,842
3	\$40,016	\$40,882	\$42,298	\$43,156	\$45,552	\$46,500
4	\$41,449	\$42,323	\$43,757	\$44,605	\$47,210	\$48,160
5	\$42,876	\$43,766	\$45,217	\$46,050	\$48,868	\$49,819
6	\$44,310	\$45,207	\$46,670	\$47,496	\$50,528	\$51,477
7	\$45,741	\$46,647	\$48,128	\$48,944	\$52,187	\$53,137
8	\$47,171	\$48,086	\$49,585	\$50,389	\$53,846	\$54,794
9	\$48,601	\$49,525	\$51,042	\$51,837	\$55,503	\$56,453
10	\$50,033	\$50,968	\$52,498	\$53,282	\$57,161	\$58,111
11	\$51,463	\$52,410	\$53,953	\$54,730	\$58,819	\$59,769
12	\$53,712	\$54,654	\$55,410	\$56,175	\$60,478	\$61,428
13	\$54,437	\$55,379	\$56,868	\$57,622	\$62,138	\$63,088
14	\$54,887	\$55,829	\$59,033	\$59,767	\$64,407	\$65,340
15	xx	xx	\$59,758	\$60,492	\$65,132	\$66,065
16	xx	xx	\$60,208	\$60,942	\$65,582	\$66,515

fy14

step	ba	ba + 15	ma	ma+15	Ma+30	Dr
drop	\$37,504	\$38,353	\$39,735	\$40,616	\$42,585	\$43,534
new1	\$38,934	\$39,792	\$41,192	\$42,062	\$44,245	\$45,192
2	\$40,366	\$41,232	\$42,648	\$43,506	\$45,902	\$46,850
3	\$41,799	\$42,673	\$44,107	\$44,955	\$47,560	\$48,510
4	\$43,226	\$44,116	\$45,567	\$46,400	\$49,218	\$50,169
5	\$44,660	\$45,557	\$47,020	\$47,846	\$50,878	\$51,827
6	\$46,091	\$46,997	\$48,478	\$49,294	\$52,537	\$53,487
7	\$47,521	\$48,436	\$49,935	\$50,739	\$54,196	\$55,144
8	\$48,951	\$49,875	\$51,392	\$52,187	\$55,853	\$56,803
9	\$50,383	\$51,318	\$52,848	\$53,632	\$57,511	\$58,461
10	\$51,813	\$52,760	\$54,303	\$55,080	\$59,169	\$60,119
11	\$54,062	\$55,004	\$55,760	\$56,525	\$60,828	\$61,778
12	\$54,787	\$55,729	\$57,218	\$57,972	\$62,488	\$63,438
13	\$55,237	\$56,179	\$59,383	\$60,117	\$64,757	\$65,690
14	\$55,687	\$56,629	\$60,108	\$60,842	\$65,482	\$66,415
15	XX	XX	\$60,558	\$61,292	\$65,932	\$66,865
16	XX	XX	\$61,008	\$61,742	\$66,382	\$67,315