

AGREEMENT

between the

FREETOWN-LAKEVILLE REGIONAL SCHOOL COMMITTEE

and the

EDUCATORS' ASSOCIATION OF FREETOWN AND LAKEVILLE

September 1, 2018 – August 31, 2021

Educator's Association of Freetown and Lakeville

BARGAINING TEAM:

Paula Money, President
Cynthia Stork, Bargaining Chair
Stephanie Loranger, Intermediate School
Kathleen Manning, Middle School
Renee Vitale, Middle School
Henry DeMello, High School

Freetown-Lakeville Regional School Committee

BARGAINING TEAM:

Will Sienkewicz, Chair, Freetown
Jean Fox, Freetown
Steve Owen Lakeville
Richard Medeiros, Superintendent

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AGREEMENT

Pursuant to the provision of Chapter 150E of the General Laws of the Commonwealth of Massachusetts, this contract is **APPROVED on May 9, 2018** by the FREETOWN-LAKEVILLE REGIONAL SCHOOL COMMITTEE (hereinafter sometimes referred to as FLRSC) and by the EDUCATORS' ASSOCIATION OF FREETOWN AND LAKEVILLE (herein sometimes referred to as the Association).

PREAMBLE

1. Under Massachusetts Law, the Committee, elected by the citizens of Freetown and Lakeville, have final responsibility for establishing the educational policies of the public schools of the Freetown-Lakeville Regional School District.
2. The Superintendent of Schools in the Freetown-Lakeville Regional School District (hereinafter referred to as the Superintendent) has responsibility for carrying out the policies so established;
3. The teaching staff of the public schools in the Freetown-Lakeville Regional School District has the responsibility for providing education of the highest possible quality;
4. Fulfillment of these respective responsibilities can be facilitated and supported by consultations and free exchanges of views and information between the Committee or its designated representatives, and the teaching staff in the formulation and application of policies relating to wages, hours, and other conditions of employment for the teaching staff; and so,
5. To give effect to these declarations, the following principles and procedures are hereby adopted.

ARTICLE I RECOGNITION

- A. The Committee recognizes the Association subject to the provisions of General Laws Chapter 150E and any applicable amendments or provisions of state or federal laws now or hereinafter in effect, as the exclusive representatives of all full time and part-time professional teaching employees including federally funded unit positions, nurses, librarians, department leaders and guidance personnel; provided, however the wages, hours, and working conditions of department heads when they are not engaged in actual teaching will not be covered by this Agreement.

Specifically excluded are per diem/intermittent substitute teachers, school administrators, aides, secretaries, academic tutors and all other employees. Seniority and other benefits for federally funded and part-time employees will be pro-rated.

- B. Unless otherwise indicated, the employees in the above unit will be hereinafter referred to as "teachers".
- C. Long-term substitute teachers are teachers employed at least 91 consecutive working days in one position. Long term substitutes will commence full coverage under this Contract on the 92nd working day of employment.

ARTICLE II GRIEVANCE PROCEDURE

- A. Definitions:
 - 1. A grievance is a claim based upon an event or condition which involved a misinterpretation, direct violation(s) or a misapplication(s) of the specific provisions of this Agreement.
 - 2. A grievant is an individual employee or a group of employees who has been personally affected by a misinterpretation, direct alleged violation(s) or misapplication(s) of the specific provisions of the Agreement. The Association may file a grievance on behalf of an identified, aggrieved individual employee or an aggrieved identified group of employees.
 - 3. "Days" shall mean school days, except during the summer recess when days shall mean when the Superintendent's office is open.
- B.
 - 1. All grievances shall be in writing by electronic mail with delivery confirmation and US mail with delivery confirmation and shall specify in a concise manner the nature of the grievance, the Article of the Agreement allegedly violated, the remedy requested, and the date on which the grievance was initially filed. At all steps subsequent to the initial step, the grievance shall also contain the decision rendered at the previous step and the date said decision was rendered. All grievances shall contain the signature(s) of the aggrieved person(s).
 - 2. Decisions on grievances shall be in writing and shall include a statement of the reason(s) for the decision. Decisions shall be forwarded to the grievant and the Association. The decision shall not be inconsistent with the terms of the Agreement.
 - 3. An employee may present a grievance to the employer and have such grievance heard without the intervention of the Association; however in such an event, the Association shall be afforded the opportunity to be present during the presentation of such a grievance. The settlement of such a grievance shall be consistent with the terms of this Agreement.

4. All grievances brought before the Committee will be held in closed session.
 5. The grievant may be represented at all stages of the Grievance Procedure by representatives of the EAFL and/or those with whom they are affiliated.
 6. There shall be an April school break of no less than six(6) days inclusive of the Patriot's Day Holiday in April commencing on the Friday before the holiday.
- C.
1. If a grievance is not initiated or appealed in accordance with the procedures and time limits specified in this grievance procedure, the grievance shall be deemed waived.
 2. A grievance initiated by a group of employees shall be signed by all the aggrieved employees and may be initiated at Level Two. If any party of the aggrieved group fails to sign the group grievance, said failure shall not render the group grievance void. Said party shall thereby be bound by the disposition of said group grievance.
 3. No written document or record relating to the processing of any grievance shall be filed in the personnel folder of any employee except as may be required to implement the disposition thereof.
 4. The time limits herein may be extended in writing by mutual agreement of the parties.
 5. To the extent required by M.G.L., c. 150E, the Committee shall upon request provide to the grievant and/or the Association such documents or data which are pertinent to the disputed grievance.
 6. Failure at any step of this procedure to communicate the decision of a grievance within the specified time limits to the grievant and the Association shall permit the grievant to proceed to the next step.
 7. Any party in interest may be represented through Level Four of the grievance procedure by a person of his/her own choosing.
 8. No reprisal of any kind will be taken by the School Committee or any member of the Administration against any party-in-interest, any school representative, any member of the PR & R Committee, or any other participant in the grievance procedure by reason of such participation.
- D. The purpose of the Grievance Procedure is to produce prompt and equitable solutions to those problems which from time to time may arise. The Committee and the Association

desire that the stated Grievance Procedure shall always be as informal and confidential as may be appropriate for the grievance involved at the procedural level involved.

LEVEL ONE - Principal

The grievant shall present the grievance to the appropriate building principal within fifteen (15) days of the occurrence of the alleged violation or from the date when the grievant should have reasonably become aware of said alleged violation. The principal shall meet with the grievant within five (5) days of receipt of such grievance and render a decision to the grievant and the Association within ten (10) days of such meeting. During the summer months, at those schools in which no principal is scheduled to work, a grievance may be filed initially at Level II.

LEVEL TWO - Superintendent

If the grievance has not been resolved at Level One to the satisfaction of the grievant, the grievant may appeal such decision by submitting the same grievance document as filed at Level One to the Superintendent within ten (10) days of the grievant's receipt of the Level One decision. The Superintendent shall meet with the grievant to discuss the allegations within ten (10) days after receipt of the written appeal, and render a decision to the grievant and the Association within, in ten (10) days after such meeting.

LEVEL THREE - School Committee

If the grievance has not been resolved at Level Two to the satisfaction of the grievant, the grievant may appeal such decision by submitting the same grievance document as filed at Levels One and Two to the School Committee within twenty (20) days of the grievant's receipt of the Level Two decision; The School Committee, or its designated Sub-Committee, the Superintendent, appropriate administrators and legal counsel, if so requested for the School Committee, will meet with the grievant, members of the PR & R Committee, and Association representatives for the purpose of resolving the grievance within thirty (30) days following receipt of the written grievance. Within fifteen (15) days after said meeting, a decision will be sent to the grievant and the Association.

LEVEL FOUR - Arbitration

- A. 1. If the grievance has not been resolved at Level Three to the satisfaction of the Association, the Association may, within fifteen (15) days after the grievant's receipt of the decision at Level Three, present the grievance for arbitration to the American Arbitration Association for disposition in accordance with its Voluntary Labor Arbitration Rules. The Association will also send a copy of the Demand

for Arbitration to the Superintendent of Schools within fifteen (15) days after the grievant's receipt of the Level Three decision.

2. The decision of the Arbitrator will be submitted to the Committee and to the Association and will be final and binding upon the Committee, the Association and the aggrieved employees. The cost of the services of the Arbitrator including per diem expenses, if any, and actual and necessary travel and subsistence expenses will be borne equally by the Committee and the Association.
 3. The Arbitrator selected, shall hold hearings promptly and will issue a decision not later than thirty (30) days following the close of hearings, or if oral hearings has been waived, then from the date that the final statements and proofs are submitted. The Arbitrator's decision will be in writing and will set forth findings of fact, reasonings and conclusions to the issues submitted.
 4. The Arbitrator will be without power or authority to add to, or subtract from the language and/or terms of this Agreement. The Arbitrator will be without power or authority to make any decision or award which violates statutory Law, case Law, or any rules and regulations issued under the authority of the Commonwealth of Massachusetts or of the United States or which violates any of the terms of this Agreement.
- B. For purposes of this grievance procedure, verification of the "date of receipt" shall be made in one of the following ways:
1. Certified Mail, Return Receipt Requested.
 2. A dated written acknowledgment of actual receipt signed by the receiving party.
- C. It is the intent of the parties that the School Committee may avail itself of the aforementioned Arbitration procedure to resolve disputes arising out of the implementation of this Agreement.

ARTICLE III WORK YEAR, WORKING DAY & TEACHING LOAD

A. WORKING DAY

1. The regular working day for all professional employees shall begin ten (10) minutes before the specified time of the beginning of the pupils' day at the school to which they are assigned.

2. For the purposes of this Agreement, the term "pupils' day" shall mean that period of time between the regular starting and dismissal times established by the Committee for pupils at the respective schools. Said starting and dismissal times are subject to modification by the Administration and School Committee to allow for unforeseen circumstances and for staggering schedules between schools for transportation and scheduling purposes.

3. The regular starting and dismissal time established by the Committee shall be such that the pupil's day, including lunch and recess, will not exceed the following:

High School - 6 hours, 33 minutes
Middle School – 6 hours, 30 minutes
Intermediate School – 6 hours, 20 minutes
Elementary - 6 hours, 5 minutes

4. Professional Employees will be in their assigned classrooms, laboratories, shops, etc., and have them open for admission of pupils ten (10) minutes before the beginning of the pupils' day.

5. The workday of professional employees, except as otherwise provided in this Article, or unless such employee is sooner dismissed shall end not less than ten (10) minutes after the end of the pupils' day at the school to which they are assigned.

6. Professional employees shall work the regular workday notwithstanding the early dismissal of pupils on any such day, unless otherwise dismissed.

7. Teachers in each school will be available for a principal's meeting once a month for up to one hour (1:00). K-3 meetings will be held one hour prior to the start of the school day. If meetings are held after school, they will begin no later than fifteen minutes after student bus dismissal.

8. In assigning teachers for after school administrative detentions in the High School and Middle School, volunteers initially will be sought. In cases where volunteers cannot be found, teachers shall be assigned to said duty on an equitably distributed rotational basis; no teacher shall serve said duty more than three (3) times per year; in either a volunteer or assigned duty situation, a member of the administrative staff shall simultaneously serve said duty with the appointed member of the teaching staff.

9. Parent Conferences

- a. In grades 6-12, two evening parent conferences will be scheduled per school year, not to exceed two consecutive hours each. The principal of the school may substitute one (1) Open House in place of the evening parent conference. The Open House shall not exceed two (2) consecutive hours.
- b. In grades Pre-K through grade 5, teachers may be required to participate in up to 3 evening events per school year that shall not exceed (2) consecutive hours each.

B. WORK YEAR

1. The working year for teachers will not exceed 183 days, including the one-half instructional day before Thanksgiving, with the following exceptions:
 - a. The regular work year for guidance counselors in grades 6-12 will be 190 workdays to be worked as follows: three (3) days prior to the start of the teacher work year for grades 6-8 and four (4) days prior for grades 9-12, and four (4) days following the end of the teacher work year for grades 6-8 and three days (3) for grades 9-12, paid at their per diem rate.
 - b. The regular work year for adjustment counselors and school psychologist at the Region will be 188 workdays, to be worked as follows: three (3) days prior to the start of the teacher work year, and two (2) days following the end of the teacher work year, paid at their per diem rate.
 - c. The regular work year for pk-5 and 6-12 special needs coordinator will be 187 workdays, to be worked as follows: two (2) days prior to the start of the teacher work year, and two (2) days following the end of the teacher work year, paid at their per diem rate.
 - d. The regular work year for curriculum leaders K-12 throughout the districts will be 187 workdays, to be worked as follows: Four (4) days when school is not in session, at the discretion of the Assistant Superintendent of Student and Professional Learning and/or the building principal. Compensation for these days is included in the stipend for Curriculum Leaders, as per Appendix C.
2. Teachers will receive three consecutive hours of time, excluding lunch, on the first day of the work year for preparation of their classrooms, work station, assigned area or teaching materials in anticipation of student attendance the following day.

3. Included in the working year will be one day prior to the opening of school. On the 180th student day, students will be dismissed, utilizing the ½ day schedule. Teachers will remain that day to complete end of the year responsibilities.
4. In the event a teacher loses a day's pay, this day shall be computed as 1/183 of the school year.
5. All part-time employees will be required to be in attendance for a full workday on the first workday of the work year and the last workday of the work year. Also, on in-service days, part-time employees shall be required to attend release day activities. When a part-time employee is required to work a full workday, said employee will be paid for a full workday.

C. DUTY FREE LUNCH

All teachers shall receive a duty-free lunch period equivalent in length to that of the students.

D. EXTRA-CURRICULAR ASSIGNMENTS

1. Distribution of extra-curricular activities will be on an equitable basis. Those activities that are subject to compensation will be in accordance with the provisions of Appendix C of this Agreement.
2. Teachers shall not be required to teach classes that exceed the normal teacher work day as defined in A above, but may accept an assignment outside the normal teacher work day.

E. CURRICULUM PLANNING TIME

Curriculum planning time may be scheduled on one-half day sessions at the Superintendent's discretion during the life of this Agreement. The Superintendent may determine that curriculum planning days are needed at any or all schools on any given day. Additional days may be scheduled at the Superintendent's discretion.

F. PLANNING TIME

1. Planning time to meet the needs of the program of the individual school is essential. Efforts will continue to be made to provide for this under the responsibility of the individual school administrator for meeting the needs of the students.
2. HIGH SCHOOL PLANNING TIME

Secondary school teachers shall be assigned no more than five (5) teaching periods per day. However, under specific conditions, a sixth (6th) teaching period may be assigned

to classroom teachers. Up to twelve (12) additional teaching periods per year may be offered at the High School with no more than two (2) in any department. No teacher shall teach a sixth teaching period for two consecutive school years unless no other eligible teacher (see numbers d & e below) agrees to teach a sixth teaching period and the teacher mutually agrees to teach a sixth teaching period for a second consecutive year.

In order for a sixth (6th) teaching period to be assigned to a classroom teacher, all of the following conditions must be met:

- a. There must be mutual consent between the teacher and the principal;
- b. The teacher is informed that they will continue to have an assigned duty as specified in Article III of this Agreement;
- c. The teacher is informed that they will no longer have a preparation period, as defined in Article III of this Agreement, for as long as s/he is teaching a sixth (6th) teaching period;
- d. The teacher must have three (3) years teaching experience and completed one (1) full school year in Freetown-Lakeville Regional School District;
- e. The teacher must be licensed to teach the class period and have taught that subject area in the Freetown-Lakeville Regional School District.

Teachers who teach a sixth (6th) teaching period will receive an additional twenty percent (20%) of their salary as compensation for the additional class period.

Every teacher at the secondary level shall have five (5) preparation periods each week, during which they shall not be assigned to any other duties. Except where not feasible due to scheduling difficulties, such preparation periods shall be on a daily basis provided, however, the above shall not apply where adequate substitutes cannot be obtained to replace absent teachers. Teachers of Advanced Placement will be free from supervisory responsibilities unless adequate coverage for such duties does not exist, in an effort to provide additional preparation time.

3. MIDDLE SCHOOL PLANNING TIME

Teachers will receive forty (40) minutes individual planning time per day and forty (40) minutes common planning time per day. The administration will not schedule Parent-Teacher Conferences in the above (Middle School) defined planning time unless absolutely necessary.

4. INTERMEDIATE (Grades 4-5) SCHOOL PLANNING TIME

Teachers will receive forty (40) minutes individual planning time per day and twenty (20) minutes of common planning time per day.

5. ELEMENTARY (Grades PreK-3) SCHOOL PLANNING TIME

Elementary teachers shall have forty (40) minutes of individual planning time per day, excluding duty free lunch, during which they shall not be assigned to any other duties, such individual planning time to be within the designated pupils' day. Every effort will be made to schedule such individual planning time when classes are under the supervision of special subject teachers and to avoid scheduling such planning time during the lunch cycle. No individual planning time will be scheduled in increments of less than ten (10) minutes of actual available duty-free time. The Committees will assure that substitutes will be employed in the above subject areas except when emergency conditions make them unavailable. The school administration will demonstrate that every reasonable effort is being made to increase the allotted minimum per week individual planning time. No recess time shall be counted as individual planning time.

Elementary teachers will not be required to be present in the classroom while students are being instructed by professional staff members in the special subject areas. Nothing in this Agreement shall prohibit a teacher from being present in said classroom if, in his opinion, he would be remiss in his professional responsibilities by being absent from the classroom, the time made available to the teacher shall be considered planning time.

Elementary Teachers shall have twenty-five (25) minutes of common planning time per day and may be required to meet up to two times per week.

6. CLASS SIZE

The Committee and the Association recognizes that the pupil-teacher ratio is an important aspect of an education program. Therefore, the Committee shall, wherever possible, establish class sizes at appropriate and reasonable pupil-teacher ratios in the best interest of students; and, in particular, the Committee shall endeavor to keep laboratory and shop class sizes within reasonable limits whenever possible.

7. COMMON PLANNING TIME

Common Planning Time shall be scheduled and directed by the building principal so that teachers of the same subjects and/or students can collaborate on

curriculum, instructional practices, common assessments, student work, analyzing data, or other matters to improve professional practice and positively impact student learning. Common Planning Time is in addition to Individual Planning Time.

G. INSTRUCTIONAL/SUPERVISORY/UNASSIGNED TIME

The Middle School shall be certified as an elementary school for the purpose of the Student Learning Time Regulations of the Department of Education.

1. The amount of instructional/supervisory time shall not exceed 280 minutes per day.
2. The amount of unassigned time shall not be less than 80 minutes per day.

H. HIGH SCHOOL SCHEDULE

1. High School teachers shall not have more than five (5) teaching periods per day, except as specified in Article 3, F. 2. of the existing Agreement.
2. Teaching periods may vary in length based on the instructional program.
3. Existing practices in regards to instructional time/supervisory time/unassigned time shall remain in effect.
4. High School Teachers shall have one consecutive hour (1:00) per week for Common Planning Time.

I. ELECTRONIC GRADE BOOKS

Teachers in grades 4-12 are to submit grades every two weeks through an electronic grade book or other such program as selected by the administration.

J. The parties agree to form a joint labor management committee to study and review new initiatives at the elementary level. The committee shall be comprised of an equal number of administrators, designated by the Superintendent, and EAFL members, designated by the EAFL President. Either party may request to schedule a meeting for review and study new initiatives.

**ARTICLE IV
ASSIGNMENTS, REASSIGNMENTS & TRANSFERS**

A. REASSIGNMENTS

The Committee and the Association recognize that reassignments may be necessary; they recognize that other than where reassignments may be necessary because of a reduction

in the number of positions in a school, the prime factor to be considered in reassigning teachers is that of providing for the educational and instructional needs of the school system.

1. For the purpose of this Article, a "reassignment" shall be defined as the movement of a teacher within a school building from one grade to another or from one subject matter and/or department to another.
2. In making reassignments, it is recognized that the final decision rests with the Superintendent; however, the following procedures will be utilized:
 - a. Reassignments shall be made only after a personal conference between individuals involved and the Superintendent of Schools, (or his designee), at which time the teacher shall be notified of the reasons for such reassignment. In making a reassignment, every effort will be made to honor the wishes of the individual teacher to the extent that such wishes do not conflict with the instructional requirements of the school system.
 - b. In making any reassignment, consideration will be given to the teacher's competencies, certification major and/or minor field of study, quality of teaching performance, the specific area of competence sought, the length of service in the system and the length of service in the position currently held.
 - c. Teachers being reassigned will be reassigned to a position which bears an appropriate relationship to the teacher's qualifications, experience or prior duties.

B. TRANSFERS

The Committee and the Association recognize that transfers may be necessary; they also recognize that other than where transfers may be necessary because of a reduction in the number of positions in a school, the prime factor to be considered in transferring teachers is that of providing for the educational and instructional needs of the school system.

1. For the purpose of this Article a "transfer" shall be defined as the movement of a teacher from one school building to another.
2. In making transfers, it is recognized that the final decision rests with the Superintendent; however, the following procedures will be utilized:
 - a. In making any transfer, consideration will be given to the teacher's competencies, certification, major and/or minor field of study, quality of teaching performance, the specific area of competence sought, the length

of service in the system and the length of service in the position currently held.

- b. Teachers being transferred will be transferred to a position which bears an appropriate relationship to the teacher's qualifications, experience or prior duties.
 - c. An involuntary transfer will be made only after a meeting between the teachers involved and the Superintendent (or his designee), at which time the teacher will be notified of the reason(s) for the transfer. In the event that a teacher objects to the transfer at this meeting, upon the request of the teacher, the Superintendent may meet with the Association's representative to discuss the transfer at a mutually convenient time.
 - d. If two or more individuals have equal competencies, certification, major and/or minor field of study, quality of teaching performance, the specific area of competence sought, length of service in the system, and the length of service in the position currently held, then the person with the shortest length of service shall be transferred first.
3. A list of open positions in all schools for which a teacher is qualified and certified will, upon request, be made available to a teacher for whom involuntary transfer is being considered.
 4. A teacher desiring a transfer will submit a written request to the Superintendent stating the assignment preferred and the reasons for said request. Such requests must be submitted between September 1 and April 1 of each school year to be considered for the following school year. Requests must be renewed each year. All requests will be acknowledged in writing.

C. GENERAL

1. Teachers will be notified as soon as decisions are made of their programs for the coming school year, including the schools to which they will be assigned, the grades and/or subjects that they will teach and any special or unusual classes that they will have. If prior notification has not been made, such notification will be made by August 1, provided, however, if the Superintendent deems it necessary, assignments previously announced may be changed when unanticipated circumstances arise. Teachers so affected will be notified promptly, in writing.
2. In arranging schedules for teachers who are assigned to more than one school, an effort will be made to limit the amount of inter-school travel. Such teachers will be notified of any changes in their schedules as soon as practicable. Teachers who are assigned and must drive their vehicles in school related business mileage will be compensated at the IRS rate. Teachers will be instructed where to report

for their first daily assignment and compensated mileage will be for any alternate or additional locations assigned from that starting point.

3. Teachers will not be asked to substitute except in emergencies.
4. Notice of all permanent vacancies shall be posted by the end of the school year in each school, clearly setting forth qualifications for the positions, duties, and salary ranges. Such qualifications, duties, and salary ranges shall not be changed after having been posted without prior notice to the Association. Such notice shall be posted at least fourteen (14) days before the date when applications must be submitted. Teachers who desire to apply for such vacancies shall submit their application, in writing, to the Superintendent or his/her designee within the time limits specified in the notice.
5. Teachers desiring transfers will submit a written request to the Superintendent stating the desired assignment. Such requests will be submitted between September 1 and April 1 of each school year. Requests must be renewed each year, and all requests must be acknowledged in writing. Teachers who have submitted a request for a transfer will be given preference over teachers who respond to the vacancy posting. When vacancies occur during the summer, the following time frame for posting shall be adhered to:

Before August 1st, at least fourteen (14) days; from August 1st to August 20th, at least seven (7) days; from August 21st to the opening of school, no time period.

ARTICLE V VACANCIES & PROMOTIONS

- A.
 1. Whenever any vacancy in a professional position occurs during the school year (September to June) it will be publicized by the Superintendent by means of an email sent to all employees of the Freetown and Lakeville Regional School District five (5) school days in advance of any publication in any electronic or print media or on any website.
 2. Teachers who wish to be notified of vacancies which occur during the summer months shall monitor their school district email account regularly. During the summer months, all employees shall be notified via an email five (5) business days prior to the publication of any vacancies in any electronic or print media or on any website.
 3. In both situations, the qualifications for the position, its duties and the range of compensation will be sent forth.

- B. Except in unusual circumstances, all teachers who satisfy the posted qualifications will be given opportunity to make application for such positions and the Committee agrees to give consideration to all factors including the professional background and attainments of all applicants. All applicants will be notified of the final action taken.
- C. For purposes of this article, "vacancy" shall be defined as a professional teaching position caused by resignation, retirement, death, or resulting from the establishment of a new position or from a leave of absence of not less than one (1) year.

ARTICLE VI DISCIPLINE

No teacher with professional teacher status will be discharged, disciplined, reprimanded to the extent of material being placed in his personal file, reduced in rank or compensation, or deprived of professional advantage without just cause.

ARTICLE VII SICK LEAVE

- A. Teachers will be entitled to fifteen (15) sick leave days each school year. Sick leave may be accumulated from year to year with no maximum limit.
- B.
 - 1. Sick leave each school year may also be utilized in cases of emergency or critical illness or injury in the employee's immediate family. For purposes of this section "immediate family" shall include the employee's spouse, child, parent, brother, sister, son-in-law, daughter-in-law, brother-in-law, sister-in-law, and grandchild and/or other persons residing in the employee's immediate household.
 - 2. Three (3) days of said sick leave each school year may be utilized for personal matters which require absence during school hours for legal business, emergencies, or serious obligations that cannot be carried on at any other time. Teachers should make every reasonable attempt to minimize the amount of time taken. Teachers will give at least 24 hour notice when taking such leave except in unusual or emergency circumstances. Violations of this paragraph will be subject to disciplinary action.
 - 3. Personal leave days may not be taken the day prior to or the day following any vacation, holiday weekend, or other such similar recess period, nor may two (2) personal days be taken consecutively except under special circumstances with the approval of the Superintendent.
 - 4. With a minimum of twenty-four (24) hours notice provided to the building principal, teachers may also use up to two (2) personal leave days to attend the graduation of a family member.

- C. An indefinite number of days at pay, less the equivalent of a Substitute's daily rate, shall be available once the accumulated number of sick leave days has been exhausted. Said adjustment shall apply regardless of whether a substitute is provided and such extension of sick leave shall not be carried beyond the end of the school year in which the regular sick leave has been expended.
- D. Teachers will receive an annual accounting of the total number of sick leave days accumulated by them as of June 30th of each year. This accounting will be made on or before the following September 15th.
- E. A doctor's certificate may be requested by the Superintendent from any employee who is absent in excess of five (5) consecutive working days. If an employee's absence exceeds twenty-nine (29) consecutive days the Superintendent may require a doctor's certificate stating an estimate of the expected date of the employee's return to work.
- F. To be eligible to use sick leave, an employee must report the sickness to the appropriate Principal, or his designee, as soon as possible on the first day of absence.
- G. Teachers who notify the Superintendent, in writing, of their intent to resign or retire on or before April 1 of any school year, said resignation or retirement to be effective on June 30 of the next following school year, shall be eligible for sick leave buy-back as provided herein. Upon receipt of such notice by the Superintendent or his designee, said teacher shall receive a salary adjustment during the last year of employment in a sum equal to twenty dollars (\$20.00) multiplied by the number of accrued sick leave days provided, however, that the maximum number of such eligible days shall not exceed two hundred (200) days. Teachers accruing more than two hundred (200) sick leave days shall receive no benefits in connection with days accrued in excess of two hundred.
- H. The existing practice regarding sick leave benefits for part-time employees shall continue; e.g., those employees working a portion of each day in a five (5) day week will receive sick days according to a fractional day and those working full days but not a full week will receive the appropriate number of full days off.

ARTICLE VIII LEAVES OF ABSENCE

Professional employees will be entitled to the following leave of absences with pay:

- A. Up to fifteen (15) days shall be made available for Association representatives to deal with National, State, County, or Local business. An additional five (5) days shall be available for the same purposes with the Superintendent's permission, which will not be unreasonably denied, for which the Association shall reimburse the Committee for the cost of a substitute. No individual teacher, with the exception of the President of the

Association, shall be eligible to use more than four (4) "Association Days." The request must be made by the Educators' Association of Freetown and Lakeville.

- B. Time necessary for appearance in any legal proceeding connected with the teacher's personal employment in the Regional School District except in cases in which the teacher has commenced a Court proceeding against the employing Regional School District. This benefit does not apply to any proceeding arising out of any alleged violation of Article XVI nor does it apply to Arbitration or Fact Finding proceedings unless such proceedings are at the request of the School Committee and held during school hours.
- C. A member of the bargaining unit, suffering a personal bereavement as the result of a death of a member of his/her immediate family shall receive up to three (3) work days with pay for time lost from work. Such days shall be for the purpose of attending the funeral and/or preliminary services attendant to actual burial. For this purpose, "immediate family" should mean the following: mother, father, sister, brother, spouse, significant other, child, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchild, grandparents and/or other persons living in the employee's household. In special cases not covered by the above, a day or days may be granted by the Superintendent.

D. RELIGIOUS HOLY DAYS

Up to three (3) days per school year will be granted, without loss of pay to an employee who observed the major traditional religious holy days which fall on days when school is in scheduled session. Such days will not be charged against the employee's accumulated sick leave.

E. MATERNITY LEAVE - DISABILITY/EXTENDED LEAVE

Teachers may utilize up to eight(8) weeks of leave for the purpose of pregnancy, childbirth and recovery from childbirth. A teacher may apply her accumulated sick leave to this eight(8) week period. Sick leave shall be allowed only for days teachers would normally be working during their regular work year. The teacher's attending physician shall certify to the Superintendent the length of the disability period only if it shall extend beyond the eight(8) week period.

1. A teacher requesting maternity leave shall give four weeks' prior notice to the commencement of the leave, except in cases of premature delivery, of her anticipated date of departure and intention to return.
2. The teacher who desires to return to work at the end of her disability period may then return to work. A teacher who intends to take extended unpaid leave immediately following the disability leave shall take such leave for the balance of the school year and, if the teacher so requests, for the next following school year.

3. During the disability period, a teacher may apply her accumulated sick leave to her disability resulting from her pregnancy, childbirth, and recovery from childbirth. Sick leave shall be allowed only for days teachers would normally be working during their regular work year. The teacher's attending physician shall certify to the Superintendent the length of the teacher's disability period.
4. A teacher not otherwise covered by the above sections of this Article shall be entitled to parental leave under the same terms and conditions as set forth above, except that the teacher shall not be eligible for sick leave and provided that such leave shall commence immediately following the birth or adoption of the teacher's child.
5. In the event that the reason for the maternity leave or parental leave be no longer operative, then such teacher, with the approval of the Superintendent, may return to work.
6. All contractual benefits to which a teacher was entitled at the time his/her leave commenced, minus any sick leave used, will be restored upon return, and the teacher will be assigned to the same position held at the time the leave commenced, or to an equivalent position, if possible. A teacher returning from leave under this Article will be placed on the next step of the salary schedule if he/she had been in a pay status in the Freetown-Lakeville Regional School District for more than ninety-one (91) workdays in the year during which the leave commenced.
7. A teacher on leave pursuant to this Article must give written notice to the Superintendent by April 1st of the school year in which the leave is taken, or by April 1st of the subsequent school year, if applicable, of said teacher's intention to return the next following September. If such written notice is not received by the Superintendent on or before April 1, then the Teacher on leave may be terminated from the School System.

F. JURY DUTY

Any employee in the bargaining unit called for jury duty shall be allowed to fulfill this duty without loss of benefits and will be paid by the Committee the difference between his/her regular pay during such period of time and the compensation received for such duty from the appropriate governmental body upon presentation to the Superintendent of evidence of such service.

G. ASSOCIATION LEAVE

The Committee agrees that up to one (1) PTS teacher designated by the Association, upon request, be granted a leave of absence for up to four (4) years without pay for the purpose of engaging in Association (local, state or national) activities. Upon return from such

leave, the teacher will be placed on the step and level of the salary schedule which he/she would have achieved on September 1 following his/her last year of employment by the school district as a teacher.

H. MILITARY LEAVE:

1. Military leave will be granted to any teacher who is inducted or enlisted in 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 which he would have achieved had he remained actively employed in the system during the period of his absence up to a maximum of three (3) years.
2. In addition to the above, Section 1, teachers who are inducted into the armed forces or are military reservists and are involuntarily called to active duty shall receive the following benefits:
 - a. For ninety (90) school days of such military service, such teachers shall be paid a salary equal to the difference between their military pay and their salary they would be receiving as provided by the terms and provisions of this Agreement.
 - b. During such military service, such teachers may continue to participate in the health insurance plans available to bargaining unit members, with the Employer paying the same percent of the premiums of such insurance as for bargaining unit members.
 - c. During such military service, such teachers shall receive all other benefits pro-rated at the rate of fifty percent (50%) per year, or as though he/she had been in active employment for at least ninety (90) days, as the case may be.
 - d. If such teacher volunteers to extend such military service beyond that which was actually required by induction or by being involuntarily called to active duty, the benefits under a, b and c above will cease and Section 1, above will apply effective on the date the involuntary military service ended.
3. A maximum of ten (10) days per school year for persons called into temporary active duty of any unit of the United States Reserves or the State National Guard, provided such obligations cannot be fulfilled on days when school is not in session. Teachers will be paid the difference between their regular pay and the pay which they receive from the State or Federal Government.

I. MAINTENANCE OF BENEFITS

All benefits to which a teacher was entitled at the time of his/her leave of absence commenced, including unused accumulated sick leave, will be restored to him/her upon return, and he/she will be assigned to the same position held at the time said leave commenced, if available, or if not, to a substantially equivalent position.

J. OTHER

Leaves of absence for the Peace Corps, AmeriCorps or similar programs, or for a Teacher Exchange program may be granted at the discretion of the Superintendent. Other leaves of absence without pay, increment or benefit for reasons not stated in this Article may be granted by the School Committee in its sole discretion.

K. EXTENSION OR RENEWAL

All requests for extensions or renewal of leaves will be applied for in writing. Notification of actions taken will be in writing.

ARTICLE IX SABBATICAL LEAVE

Upon recommendation of the Superintendent, and after development of a comprehensive written plan outlining goals, objectives and value to the school system of the proposed sabbatical, sabbatical leaves may be granted by the Committee for study or travel to a teacher subject to the following conditions:

- A. No more than two (2) members of the teaching staff will be absent on sabbatical leave at any one time.
- B. Written requests for sabbatical leave must be received by the Superintendent of Schools no later than the start of the spring semester prior to the school year in which the requested leave is to begin.
- C. The requesting teacher has completed at least five (5) consecutive full years of service in the school system prior to the start of said leave.
- D. Teachers on sabbatical leave will be paid at fifty (50) percent of their regular salary rate, provided that such pay when added to any program grant will not exceed the regular salary rate. "Salary" as used in this provision shall include only total annual salary, excluding any supplemental payments for special assignments such as extracurricular activity duties for which an employee would have been paid in the year during which he/she is on sabbatical leave.
- E. The teacher will agree to return to employment for one (1) full year in the event of a semester's leave or two (2) full years in the event of a full year's leave. A teacher who

fails to live up to this obligation will be responsible for immediately reimbursing any compensation paid under this Article.

- F. Upon return from such leave, a teacher will be considered as if he/she were actively employed by the Committee during the leave and will be placed on the Salary Schedule at the level he/she would have achieved if he/she had not been absent.
- G. Upon completion of a Sabbatical Leave, the recipient of the Leave shall submit a comprehensive report to the Superintendent containing transcripts of all college, and/or University work done while on Leave and/or any other pertinent data or interpretive material considered essential to an evaluation of his/her program.
- H. The granting of Sabbatical Leaves is in the sole discretion of the School Committee.

ARTICLE X INSURANCE

A. HEALTH INSURANCE

1. Under the Premium Payments portion of the Program, the employee portion of the health insurance premium (and the group term life insurance premium) will automatically be converted to a pre-tax expense. You will not have Federal and Massachusetts income taxes on these amounts. The conversion to the pre-tax expense will be at no cost to the school committees. The Association has the right to an annual review of the Administrative mechanism at its cost to convert to the pre-tax expense.
2. Employees covered by this Agreement will have available the following Health Insurance Plans:
 - Blue Care Elect Preferred (PPO)
 - HMO Network Blue New England
3. All unit members hired prior to June 30, 2015 may participate in the District's health insurance program. Seventy-five percent (75%) of the HMO premium is paid by the Freetown-Lakeville Regional School District. Sixty-five percent (65%) of the PPO premium is paid by the Freetown-Lakeville Regional School District.

All unit members hired after June 30, 2015, may participate in the District's health insurance program. Sixty percent (60%) of the HMO premium is paid by the Freetown-Lakeville Regional School District. Fifty percent (50%) of the PPO premium is paid by the Freetown-Lakeville Regional School District.

Any unit member hired prior to June 30, 2015 whose position is eliminated due to a reduction in teaching positions, and who is subsequently recalled, or has been granted a leave of absence, will be entitled to participate in the District's health insurance program with seventy-five percent (75%) of the HMO premium paid by the Freetown-Lakeville Regional School District and sixty-five percent (65%) of the PPO premium paid by the Freetown-Lakeville Regional School District. Employees of the Town of Lakeville, or the Region, who retired on or before June 30, 2011, will continue to receive health benefits at the same premium percentage rate that they received at the time of their retirement. Employees of the Town of Freetown who retired on or before June 30, 2011, will continue to receive health benefits at the premium rate of ninety percent (90%) of either plan being paid by the Town of Freetown and ten percent (10%) of the plan by the employee. These premium percentage rates will continue for the duration of the retiree's life or until such time that the retiree chooses to decline insurance coverage.

Effective July 1, 2011 employees previously working for the Towns of Freetown or Lakeville will pay the same co-pays as the employees of the Region (henceforth known as the Regional School District). The co-pays are as follows:

	MIIA Network Blue NE	MIIA Blue Care Elect Preferred		MIIA Medex 2 w/PDP	MIIA Managed Blue for Seniors
Plan Type	HMO	PPO			
	In-Network only	In-Network	Out of Network		
Calendar Year Deductible*					
Individual	None	None	\$250		
Family	None	None	\$500		
PCP Office Visit Co-pay	\$20 co-pay	\$25 co-pay	20% co-ins	No co-pay	No co-pay
Specialist Office Visit Co-pay	\$35 co-pay	\$25 co-pay	20% co-ins	No co-pay	\$10 co-pay
Retail Clinic	\$20 co-pay	\$25 co-pay	20% co-ins	No co-pay	\$10 co-pay
Emergency Room Waived if admitted	\$100 co-pay Yes	\$100 co-pay Yes	\$100 co-pay Yes	No co-pay N/A	\$50 co-pay Yes
Inpatient Hospital Care Co-pay	\$250 per admission	\$250 admission	20% co-ins	No co-pay	No co-pay
Outpatient Surgery	\$150 per admission	\$150 per admission	20% co-ins	No co-pay	No co-pay
Hi Tech Radiology (MRI, PT, CT scans) Max of one co-pay per day (co-pay and deductible apply)	\$50 per date of service	\$50 per date of service	20% co-ins	No co-pay	No co-pay
Outpatient Mental Health/Substance Abuse	\$20 co-pay	\$25 co-pay	20% co-ins	No co-pay	\$10 co-pay
Preventive Services	No-co-pay	No co-pay	20% co-ins	N/A	\$10 co-pay
Pharmacy Services Retail 30-day supply					
Tier 1	\$15	\$15	No benefit	\$5	\$8 Generic

Tier 2	\$30	\$30	No benefit	\$10	\$15 brand name
Tier 3	\$50	\$50	No benefit	\$25	
Mail order Co-pay 90-day supply Tier 1	\$30	\$30	No benefit	\$10	\$10 generic
Tier 2	\$50	\$50	No benefit	\$20	\$20 Brand name
Tier 3	\$90	\$90	No benefit	\$50	
Separate Pharmacy Deduct	No	No		No	No

There are no (\$0.00) deductibles under the HMO Network Blue New England Plan. The Blue Care Elect Preferred (PPO) has a deductible of \$250.00 for individual and \$500.00 for family plans for out-of-network services only. In all other cases the PPO has no (\$0.00) deductibles.

4. Employees who retire from service will receive health insurance benefits at the same rate as actively employed members of the bargaining unit.
5. Participation at appropriate levels is open to new hires at the time of employment and all unit members so requesting said coverage effective the next July 1, provided a written notification of intent to participate in the program has been received by the Superintendent of Schools on or before January 1 of the year in which the extended coverage provided hereunder is to commence. Additionally, any employee may apply for participation in the health insurance program at any time upon demonstration of hardship or emergency circumstances.
6. Part-time Employees
All employees hired in a sixty percent (60%) or greater position will receive the insurance benefits offered by the employer.
7. The Committees agree to offer the same health insurance benefits at the same premium percentage rate with the same co-pays and deductibles to surviving spouses of active and retired employees as to active employees.

B. LIFE INSURANCE

The life insurance benefits presently in effect will be continued.

C. DISABILITY INSURANCE

1. Disability Insurance will be provided at a cost of \$4.29 per employee to be paid by the School Committee.
2. Individuals can supplement that coverage, but will have to pay the total cost of the extra coverage.
3. Disability Insurance coverage is available in the second year of employment.

D. DENTAL INSURANCE

The School Committee agrees to a check off for dental insurance at no cost to the employer. The employee will assume 100% of the cost of the plan.

E. FLEXIBLE SPENDING ACCOUNTS

The Committee agrees to offer flexible spending accounts (FSA) at no cost to the employee. The employer will assume 100% of the administrative costs of the FSA plan.

**ARTICLE XI
PARAPROFESSIONALS**

- A. The use of paraprofessionals is recognized as desirable for the development of a sound educational program. Therefore, paraprofessionals will be employed according to the needs of the program as determined by the Committee and the Superintendent, where possible, provided, however that the budgetary applications of this section remain the responsibility of the School Committees.
- B. A paraprofessional should not be employed in lieu of a teacher.

**ARTICLE XII
NURSES**

A. WORK DAY AND WORK YEAR

1. Prior to the start of school, the nurses will be allowed to work up to twenty (20) hours and they will be compensated for their time at the stipendiary hourly rate.
2. Nurses must remain in their assigned school to be on call in case of emergencies except when excused by the principal.

B. SICK LEAVE

If it is determined that a nurse has contracted a reportable disease within the meaning of 105CMR 300 as a result of their treatment of students attending school, then absences resulting from receipt of prophylactic inoculations for such disease shall not be deducted from accumulated or current sick leave.

C. PROFESSIONALS DAYS

Up to three (3) days each year shall be granted to the nurses for professional improvement in order to satisfy the continuing educational requirements. In addition to Tuition Reimbursement language in the contract, up to \$150 per year, per nurse, will be paid for CEU's taken in accordance with the Massachusetts Registration of Nurses Law.

D. PROTECTION

1. Nurses will not transport pupils. Responsibility for transporting ill students rests primarily with the children's parents. In the event of serious illness or injury, 911 will be called.
2. No member shall be held responsible for loss, damage, or destruction of school or student property when such damage occurs during the course of the provision of first aid or other medical treatment to students.
3. The provisions of MGL, c. 258, relative to indemnification of nurses will apply as set forth in said law.
4. The provisions of MGL, c. 71 section 55A relative to the rendering of first aid services is applicable as set forth in said law.

**ARTICLE XIII
ASSOCIATION MEMBERSHIP**

- A. Upon receipt by the Superintendent/School Committee of a signed voluntary authorization by Association members within the bargaining unit and in accordance with the terms of the form of said authorization, membership dues in all professional organizations such as National Education Association, Massachusetts Teachers Association, and Educators' Association of Freetown and Lakeville shall be deducted from the payroll in equal installments on a monthly basis provided, however, that treasurers or disbursing agents are notified in writing of procedures to be followed.
- B. In accordance with the provisions of M.G.L., Chapter 150E, all employees in the bargaining unit who commence their initial work year on or after September 1, 1983 except those employees certified as members of the Association to the School Committee by the Association, as a condition of employment, shall pay, annually or by dues deduction to the Association as of the thirtieth (30th) day subsequent to the first day on which said employee initially works for the School Committee or thirty (30) days subsequent to the effective date of this Agreement whichever is later, an Agency Service Fee no greater than that sum paid by Association members to become and remain a member in good standing of the exclusive bargaining agent. The "Bargaining Agent" shall include the National Education Association, Massachusetts Teachers Association, the Educators' Association of Freetown and Lakeville, and the Plymouth County Education Association. Said amount and the payment of said amount shall be certified annually to the Committee by the Association. The enforcement of this provision for

nonpayment of said sum shall be the Association's right to bring legal action in a Court of Competent Jurisdiction against a member of the bargaining unit who is delinquent in paying any said sum. The School Committee shall not terminate the employment of nor take any action against any said member of the bargaining unit who is delinquent in paying any said sum.

- C. Notwithstanding Section B above, federally funded full time employees and federally and locally funded part-time employees who are entering the bargaining unit as of September 1, 1989, will be subject to the Agency Service Fee regardless of their date of hire by the School Committee.
- D. The School Committee assumes no obligation financial or otherwise, arising out of the provisions of this Article and the Association shall indemnify and hold the School Committee harmless from any and all claims, grievances, arbitrations, awards, suits, attachments or other proceedings arising out of or by reason of any action taken by the School Committee for the purposes of complying with any provisions of this Article. The Association assumes full responsibility for the disposition of the funds deducted under this Article as soon as they have been remitted by the School Committee to the Association.

ARTICLE XIV FACILITIES

Any reasonable complaint by a teacher as to a school facility shall be investigated promptly and the teacher shall be notified of the action taken. All facilities equivalent to or better than those in existence will remain available to teachers.

- A. The Committees will use all reasonable effort to maintain heating temperatures and working conditions conducive to the safety of its teachers.
- B. The Committee also agree to comply with all occupational health and safety standards and regulations as adopted by OSHA or the Department of Labor, as well as all state and local agencies.
- C. The Educator's Association of Freetown and Lakeville and the School Committees agree to establish and maintain Health and Safety Committees in each school building. Said committee shall be made up of union representatives and building administrators. Meetings of said committees shall not occur during school hours. The duties of the committee(s) shall include, but not be limited to, the following:

Monitoring health and safety conditions in their building and making recommendations to the officials in charge of improvement.

ARTICLE XV

HEALTH AND SAFETY

The Tools for Schools test kit (Exhibit F) will be available in all schools. If there is an air quality concern, it will be brought to the attention of the Health and Safety Committee. The Health and Safety Committee will access the Tools for Schools test kit and oversee its implementation.

The application test kit will be performed by the building custodian or a designee of the Superintendent. Any diagnosed problems will be reported immediately to the Superintendent and a copy provided to the Health and Safety Committee.

ARTICLE XVI INFORMAL DISCUSSION

- A. Upon request by the Association and upon mutual agreement as to time and place, the appropriate committee shall meet with the Association up to a maximum of four (4) times during the school year to discuss matters of mutual concern. Should the appropriate committee and the Association fail to reach mutual agreement as to time and place, the meeting will be held in Executive Session as a part of the appropriate regularly scheduled School Committee meeting within one (1) month of such request by the Association. Should the purpose of the meeting involve more than one committee, such meeting should be scheduled by mutual agreement of all concerned parties.

ARTICLE XVII COMMITTEE RIGHTS

- A. The Parties to this Agreement recognize that the Committee has and will continue to retain, whether exercised or not, the sole and unquestioned right and responsibility to direct the operation of the Freetown/Lakeville Public Schools in all its aspects. Nothing in this Agreement shall be deemed to derogate from or impair any power, right, or duty heretofore possessed by the School Committee except where such right, power or duty is specifically limited by this Contract.
- B. The listing of the following specific rights of the Committee in this Article is not intended to be nor shall be considered restrictive of or as a waiver of any of the rights of the Committees not listed herein.
- C. Subject to such regulations and restrictions as are expressly provided in this Agreement or by Law, such management rights and responsibilities as are vested exclusively in the School Committee include: the right to hire and retain employees in positions within the school system; the right to determine the number of employees required to perform the operations of the School District, the right to suspend, demote, discharge or take other disciplinary action against Employees for just cause, the right to determine the care, maintenance and operation of the equipment and property used for and on behalf of the

purposes of the School District; the right to establish grades and courses of instruction including special programs and/or provide for the athletic, recreational and social needs of the students; and the right to relieve employees from duty because of lack of work or other legitimate reasons.

ARTICLE XVIII NO STRIKE

- A. No employee nor the Association or any officers thereof pursuant to M.G.L. c.150E shall engage in, induce, encourage, condone or sanction any strike, walkout, slow down, work stoppage or withholding of services.
- B. The Association and its members individually and collectively agree that if there is a violation of this clause any or all teachers violating this clause will at the discretion of the Committee be subject to disciplinary action, including discharge or suspension and the only matter that shall be subject to the grievance and arbitration procedure is whether or not the teacher has engaged in any of the activities prohibited above.

ARTICLE XIX TEACHER EVALUATION

The Educator Evaluation Contract is printed separately from this Agreement but incorporated herein by reference.

This contract language is negotiated and based on M.G.L., c.71, § 38; M.G.L. c.150E; and the Educator Evaluation regulations, 603 CMR 35.00 et seq. In the event of a conflict between this collective bargaining agreement and the governing laws and regulations, the laws and regulations will prevail.

- A. Purpose of Educator Evaluation
 - 1. The purposes of evaluation are:
 - a. To promote student learning, growth, and achievement by providing Educators with feedback for improvement, enhanced opportunities for professional growth, and clear structures for accountability, 603 CMR 35.01(2)(a);
 - b. To provide a record of facts and assessments for personnel decisions, 35.01(2)(b);
 - c. To ensure that every school committee has a system to enhance the professionalism and accountability of teachers and administrators that will enable them to assist all students to perform at high levels, 35.01(3); and

d. To assure effective teaching and administrative leadership, 35.01(3).

B. Procedure

1. The evaluator will be trained in general principles of supervision and evaluation; and the evaluator will abide by the principles of fairness and equity, and evaluations will be scheduled at the discretion of the evaluator (subject to C.1.) and will be conducted openly and with the teacher's full knowledge.
3. The unit member shall have the right to identify any constraints which the unit member believes may inhibit his/her ability to meet the objectives and standards established.

C. Miscellaneous

1. Teachers will have the right, upon request to review the contents of their personnel file. A teacher will be entitled to have a representative of the Association accompany him/her during such review and to receive a copy of anything in the file.
2. No material derogatory to a teacher's conduct, service, character, or personality will be placed in his or her personnel file unless the teacher has had an opportunity to review the material. The teacher will acknowledge that he/she has had the opportunity to review such material by affixing his or 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. The parties agree to abide by the provisions of Chapter 71, Section 38. A teacher may grieve and arbitrate the placement of materials in his or her personnel file pursuant to the provisions of Article VI of his contract and pursuant to the grievance and arbitration provisions of Article II hereunder. Regarding teacher evaluations conducted pursuant to state law and the provisions of this Article, however, a teacher may only grieve or arbitrate alleged procedural errors; substantive judgments and opinions of evaluators are not subject to the grievance and arbitration process. In no case shall such derogatory material be introduced in a grievance or arbitration if such material was not presented to the teacher for his or her signature provided however, that written materials or correspondence addressed to the teacher at his or her place of employment or last noted residential address on the records of the District, provided further that the teacher has received such correspondence, shall not be subject to this exclusionary rule. Any grievance and related document, which has been resolved, shall not be introduced in a subsequent grievance or arbitration if as part of the resolution of the earlier grievance it was agreed that any related documents shall be purged from grievance or personnel files and any other files regardless of their location upon a stated condition or event.

3. In the case of any complaint received by the Administration, a teacher will be notified of the complaint and the source of the complaint, prior to any action being taken concerning the complaint. The final disposition of the complaint will be made known to the teacher.
4. The teacher will be informed as to who will be evaluating him/her, and every effort will be made to provide evaluators who have or have available to them the expertise in the subject matter area to be evaluated.
5. The evaluation process shall be free of racial, sexual, religious and other discriminations and biases.

**ARTICLE XX
REDUCTION IN FORCE**

- A. The parties shall negotiate and develop amendments to this article consistent with 2016 amendments to MGL Chapter 71, Section 42, no later than June 30, 2019. In the event the Committee determines in its non-arbitral discretion that it is advisable to reduce the number of PTS employees in the bargaining unit, the procedures set forth hereinafter, which are arbitral, shall apply:
 1. Said reduction where possible shall be accomplished by attrition.
 2. In the event of a reduction of staff, a PTS employee shall not be laid off if there is a non-PTS employee whose position the PTS employee is certified to fill.
- B. There shall be four (4) categories and within the affected categories disciplines of certification shall be defined as follows:
 1. K-4 CATEGORY:
Classroom
Music
Art
Physical Education
Special Needs with Certification
Reading
Speech Therapist
School Psychologist
Library Science/Unified Media Specialist
 2. 5 & 6 CATEGORY:
Classroom

3. 7-12 CATEGORY:
 - English
 - Math
 - Social Studies
 - Science with Certification (See Agreement of September 1, 1983 regarding Middle School Science Teachers which is hereby incorporated by reference)
 - Foreign Language with Certification

4. 5-12 CATEGORY:
 - Art
 - Music
 - Physical Education
 - Special Needs with Certification
 - Guidance
 - Reading
 - Speech
 - School Psychologist
 - Industrial Arts

C. BUMPING PROCEDURES AT THE ELEMENTARY LEVEL:

A PTS employee who has been reached for lay-off will be allowed to bump an employee with the least seniority in other elementary disciplines in which the more senior employee is certified.

D. BUMPING PROCEDURES AT THE 7-12 AND 5-12 CATEGORIES:

CATEGORY 7-12:

A PTS employee who has been reached for lay-off within the 7-12 category will be allowed to bump an employee with the least seniority in other disciplines in the 7-12 category, 5 & 6 category, and 5-12 category in which the more senior employee is certified.

CATEGORY 5-12:

A PTS employee who has been reached for lay-off within the 5-12 category will be allowed to bump an employee with the least seniority in other disciplines in the 7-12 category and 5 & 6 category in which the more senior employee is certified.

In addition to the above if there are no vacant positions in the Regional School District for which an employee who has been laid off or whose position is eliminated is certified, he/she may, upon the recommendation of the Superintendent, replace any Regional School District employee with the least seniority in other disciplines taking all disciplines as a whole in which the more senior employee is certified as herein provided. Such recommendation shall not be unreasonably withheld.

- E. Seniority shall be defined as the length of continuous service in years, months, and days in the Freetown, Lakeville, and/or Regional School District in a professional position within the bargaining unit as described in Article I.

Notwithstanding the above definition of Seniority which, in effect, precludes Administrators from displacing members of the bargaining unit, an administrator may be appointed to a vacancy for which there are no eligible teachers on the recall list. If said administrator had previous experience in the bargaining unit, then said administrator shall return to the bargaining unit with all his/her most recent continuous service earned.

An individual employee's seniority shall be computed from the initial date of the employee's appointment by the School Committee as reflected in the official School Committee minutes. In the event of identical seniority between two or more professional employees, the professional employee who has attained the highest level of professional training as set forth in appendix A, Section 2 of this Agreement shall be deemed to have the greater seniority. If there is identical seniority between two or more professional employees with identical levels of education as is set forth in Appendix A, Section 2 of this Agreement, the Committees reserve the right to the final determination of the employee to be retained.

F. LEAVES OF ABSENCE

All paid or partially paid leaves of absence provided in this Agreement and/or approved by the School Committee shall count towards seniority. All unpaid leaves will not count towards seniority but shall not interrupt service. Teachers on leave of absence shall be eligible to be laid off as though they were currently serving on active duty. For the purposes of this Agreement, Maternity Leave shall be considered an unpaid leave except for that portion of disability leave which is paid pursuant to Article VIII.

G. NOTIFICATION

Those teachers being laid off will be notified on or before June 15th.

H. CERTIFICATION

For the purposes of this Article, "certification" shall mean a professional employee's credentials as mandated by the Massachusetts Department of Elementary and Secondary Education Bureau of Certification. In implementing the procedures set forth in this Article, the teacher's certification to be utilized is that certification on file in the Superintendent's office at the time the School Committee initially votes a reduction in force.

I. SENIORITY LIST

By February 1st of each school year the Superintendent of Schools with the assistance of the President of the Educators' Association of Freetown and Lakeville will prepare and post a seniority list by discipline. If so certified, personnel may appear on the seniority list in more than one discipline as defined in this Article. Said seniority list shall be posted in all buildings. Professional employees with the greatest length of seniority as previously defined will be listed first in each discipline. Employees with the least amount of service will be placed last on the list.

J. RECALL

1. The effective date of the reduction or release shall be the last day worked by the teacher. In cases where the last day worked is the last day of the school year for teachers, such effective date shall be the day before the first day of the next school year for teachers.
2. A professional employee on the recall list shall be deemed to be on an involuntary leave of absence for the duration of his/her recall period.
3. Employees on the recall list will be recalled to vacancies which may occur in their last previous discipline in the reverse order of their lay-off. All employees on the recall list will be recalled to vacancies which may occur in disciplines in which they hold alternative certification provided there are no employees on the recall list awaiting recall to vacancies in said discipline and provided further that said employee has taught/held a position in such other discipline in the school system in accordance with the conditions set forth in Section E of this Article. If the position cannot be filled by a teacher on the recall list who is certified and qualified for said position but there is a teacher on the recall list who is certified for said position, the qualification requirement will be waived. In addition, if there is an employee on the recall list who is certified but not qualified for a position and more senior than another certified and qualified teacher eligible for said position, either teacher, may, upon the recommendation of the Superintendent, be appointed to the position.
4. When a vacancy occurs which the School Committee determines to fill, the appropriate teachers on the recall list will be notified by certified mail at their last address on file in the Superintendent's Office. Failure to accept the certified mail shall not justify failure to meet the necessary response date. Failure to respond to the Superintendent of Schools within fourteen (14) calendar days of the mailing date of the recall notice shall be considered a rejection of such offer and the employee shall be dropped from the recall list. It shall be the responsibility of the personnel on the recall list to inform the Office of the Superintendent of Schools, in writing, of changes in address. Employees on the recall list shall have priority in filling vacancies until all appropriate teachers on the recall list have been

offered the vacancy pursuant to the provisions of this paragraph. A teacher, who accepts a part-time position upon recall, shall have first choice for the next vacant full-time position for which said employee is both certified and qualified.

5. For purposes of this Article, "vacancy" shall be defined as a professional teaching position caused by resignation, retirement, death, or resulting from the establishment of a new position or from a leave of absence of not less than one (1) year.
6. Subject to the provisions of applicable law and the insurance policy, an employee on the recall list shall be entitled to membership in any group health or life insurance coverage in existence at the time of the effective date of the lay-off provided, however, that the employee pay the entire cost of such insurance pursuant to the requirement of the law, and there shall be no contribution by the Committee for said employee's insurance.
7. Upon return to active employment from the recall list, an employee will have restored to him/her any benefits he/she had accumulated prior to lay-off including, but not limited to, the same number of sick days which he/she had accumulated at the time of his/her lay-off. Upon return, an employee will be placed on the appropriate salary schedule at the same step attained just prior to lay-off unless the lay-off occurred during the work year and the employee had worked for more than 91 days, in which case the employee will move to the next step of the appropriate salary schedule.
8. No teacher covered by the Contract will be laid off and replaced as a result of professional services being performed by per-diem/intermittent substitute teachers, teacher aides, or in-school academic tutors who are specifically excluded from the bargaining unit. It is understood by the parties that the above language shall in no way infringe upon the School Committee's right to reduce a full time position to a part-time position.

The provisions of this Article shall not apply to employees whose contracts are not renewed or whose contracts are terminated for reasons other than a reduction in personnel.

Except as set forth below, nothing in this Article shall act so as to diminish the rights of teachers under M.G.L., Chapter 71, sections 41 & 42, and Chapter 32, Section 16. Any teacher who accepts an involuntary leave in lieu of dismissal as the result of a reduction in force pursuant to this Article, shall waive, in writing, any present or future rights to a dismissal hearing which he or she may have pursuant to Chapter 32, Section 16, and, Chapter 71, Section 42. Any employee who desires to obtain the protection of PTS rights and contractual benefits provided by this Article in lieu of dismissal shall execute and deliver to the Committee a counterpart of the form attached hereto as Exhibit A., a waiver of any rights to a dismissal hearing and appellate procedures which said employee may have pursuant to M.G.L., Chapter 71, Section 42 and 43A

and Chapter 32, Section 16. The Committee, or its authorized designee, will execute and provide to any such employee a counterpart of Exhibit B, attached hereto.

For the Freetown-Lakeville Regional
School Committee

EXHIBIT A
TEACHER LETTER

I have received the School Committee's notice that it intends to take a vote on _____, (20), with respect to my dismissal effective (20) pursuant to the provisions of M.G.L.c.32, S.16. I understand I have a right to request and be furnished by the School Committee with a written statement of the reasons for which my dismissal is proposed, and a right to request and be given a hearing before the School Committee with representation of counsel of my own choosing. I also understand that I have a right to appeal such a vote of the School Committee pursuant to M.G.L.c.32, S.16 and c.71 42.

Since I desire to secure the benefits of the recall period as set forth in the contract between the Freetown-Lakeville Regional School District Committee and the Educators' Association of Freetown and Lakeville dated _____, (20), and because I wish to retain my status as a PTS teacher in the School system during such recall period, and in the event of my recall and return to active service, and since I admit that due to economic and budgetary considerations the School Committee has good cause for my dismissal, I hereby waive any written statement of the reasons, and waive my request for a hearing, and waive all rights of appeal, all as provided in c.71, 42 and 43a, and c.32, S.16 of the Massachusetts General Laws, all in consideration of the School Committee's agreement that because of such admissions and waivers, the School Committee shall not vote on my dismissal effective at the end of the school year pursuant to the provisions of M.G.L., c.71, S.42 and c.32. S.16 but shall instead place me on an involuntary leave of absence without pay or increment as a result of layoff.

I understand that effective _____, I will, unless recalled and returned to effective service, be on a leave of absence without pay or increment as a result of layoff. If I am returned to active service during the recall period, the Committee agrees that any and all waivers and admissions which I have made in this letter shall not be applicable to any subsequent layoff(s) and/or dismissal(s). If I am not returned to active service during recall period, I understand the Committee will vote to dismiss me at the end of said period and that I have waived my rights to any statement of the reasons, and my rights to any statutory hearings or appeal with respect to that dismissal.

I expressly do not waive any right I may have to contest by grievance and arbitration whether the School Committee has observed the provisions of the Contract between the Freetown-Lakeville Regional School Committee and the Educators' Association of Freetown and Lakeville dated _____, (20)

EXHIBIT B
SCHOOL COMMITTEE LETTER

The School Committee is in receipt of your letter of _____, (20), requesting that you be granted an involuntary leave of absence without pay or increment as a result of layoff.

In order that you may receive the benefits of recall and in order that you may retain your status as a PTS teacher in the School System during such recall period, and in the event that due to economic and budgetary considerations the School Committee has good cause for your dismissal, and in consideration of your having waived the following:

- (1) any written statement of the reasons for which your dismissal is proposed
- (2) any request for a hearing before the School Committee as well as before the Contributory Retirement Appeal Board under M.G.L., c.32, s.16
- (3) all rights of appeal as provided in M.G.L., c.71, S.42 and 43a, and M.G.L., c.32, S.16;

therefore, the School Committee expressly agrees that because of your admissions and waivers, the Committee shall not vote on your dismissal effective _____ of the (___) school year but rather for a leave of absence without pay or increment as a result of layoff pursuant to the Contract between the Freetown-Lakeville Regional District School Committee and the Educators' Association of Freetown and Lakeville.

As a result of the School Committee's having granted your request, effective ___, you will, unless recalled and returned to active service, be on a leave of absence without pay or increment as a result of layoff.

The Committee agrees that if you are returned to active service during the recall period, any and all waivers and admissions to which you have agreed with respect to this initial layoff shall continue in full force and effect but shall not be applicable to any subsequent layoff(s) and/or dismissal(s). If you are not returned to active service during the recall period the Committee will vote to dismiss you at the end of said period, and in accordance with your waivers and admissions there will be no requirements of any statement of reasons, or of any formal statutory hearings and no appeal from said dismissal vote.

The Teachers Association and the Committee further agrees that you expressly do not waive any right you may have to contest by grievance and arbitration whether the School Committee has observed the Contract in effect at the time of your layoff.

In the event you are not returned to active service in accordance with the recall provisions of the Contract then, in such event, the Committee intends to vote on your dismissal on _____ (20), at its meeting at _____ p.m. in the Superintendent's Office or such other place as may be designated as its meeting place on that date.

ARTICLE XXI
PROFESSIONAL DEVELOPMENT COMMITTEE

Elementary and Secondary level Professional Development Committees will be established to design and support professional development activities that are focused on helping improve student achievement while enabling staff to fulfill their professional needs and goals. Each committee will include at least four members of the EAFL chosen by the EAFL President. Each member will earn PDP's for service on the committee.

ARTICLE XXII
GENERAL PROVISIONS

- A. This instrument constitutes the entire Agreement arrived at as a result of Collective Bargaining negotiations, except such amendments hereto as shall have been reduced to writing and signed by the Parties.
- B. The terms of this Agreement are applicable to any bargaining unit employee engaged in after school teaching, tutorial, summer program, coaching, and intramural activity to the extent that this agreement makes specific reference to said activity.
- C. Regular part-time teachers shall be entitled to share in all the benefits of this Contract in direct proportion to the amount of time they work as specified herein. Regular part-time teachers shall share in the usual and customary duties and responsibilities of all other unit members.
- D. Any waiver or breach of condition of this Agreement by either Party shall not constitute a precedent with respect to further enforcement of all the terms of this Agreement.
- E. In the event that any provision of this Agreement or application of this Agreement to any employee or group of employees within the bargaining unit or any arbitration award made hereunder shall be held to be contrary to state or federal law, then such provision or application shall not be deemed valid and subsisting, except of the extent permitted by law, but all other provisions of this Agreement will continue in full force and effect for the duration of this Agreement.
- F. The School Committee and the Association agree not to discriminate against any member of the bargaining unit on the basis of race, color, creed, national origin, sex, marital status or outside political activities.
- G. The Committee and the Association recognize that teaching is a professional endeavor and in order to promote professional growth and improve educational quality in the system, it is desirable that within the criteria of the established curriculum and teacher evaluation procedures, individual teaching styles be recognized.

H. NON-WAIVER

The failure by the Committee or by the Association in one or more instances to observe or enforce any provision of this Agreement shall not be a waiver of said provisions.

I. PROTECTION

In any reported assault and battery suffered by a teacher, the administration will immediately notify the town solicitor's office or Counsel to the school committee. Teachers are hereby advised of their option to pursue the matter through the District Attorney's Office in the event they wish to bring criminal charges and are further advised they may have other rights of a civil nature which may be exercised through independent counsel. If the school committee's liability insurance carrier provides counsel for employees of the district, and subject to the provisions of Chapter 258 of the General Laws of the Commonwealth, a teacher may obtain advice of such counsel regarding his or her rights. When a teacher reports to an administrator an assault by a student the administrator shall conduct an inquiry as soon as practicable. Consistent with due process, students may be suspended or otherwise disciplined if such action is deemed appropriate by the administrator.

J. SUBSTANCE ABUSE

Alcoholism and drug abuse are recognized by the parties to be treatable illnesses. Without detracting from the existing rights and obligations of the parties recognized in the other provisions of this Contract, management and the union agree to cooperate in encouraging employees afflicted with alcoholism or drug abuse to undergo a program designed to rehabilitate the employee. An individual can avail him/herself of up to twenty (20) workdays with sick leave pay for enrollment in a recognized substance abuse program. Any additional days would be subject to approval by the School Committee. If the problem recurs, or an employee refuses to avail him/herself of assistance, and alcoholism or drug abuse impairs work performance, attendance, conduct or reliability, the normal contractual disciplinary procedures for dealing with problem employees may be used.

K. PROFESSIONAL SUPPORT

The Committees believe that within a progressive discipline model the processing and investigation of complaints concerning professional staff is an administrative responsibility, subject to the terms of the Agreement and applicable law. A system of complaint management mutually devised by the Committee and the Association assists all parties to understand the process. Therefore, the Committee and the Association agree as follows:

1. Teachers will be supported by administrators in all cases in which such teachers have acted in accordance with School Committee Policy, Rules and Regulations,

building policy, the teachers' handbook, statutes of the Commonwealth or the United States or teachers have used reasonable professional judgment.

2. Whenever a complaint is made to any administrator concerning a teacher, which the administrator considers serious, the administrator shall first refer the complainant to the teacher and so notify the teacher, who will contact the complainant for the purpose of scheduling a meeting. If the complainant requests a meeting with the teacher, the teacher will schedule such meeting. If the teacher so requests, a building administrator will be present at such meeting.
 3. Complaints may be handled either formally or informally. In informal instances, the Administration will verbally advise the teacher of the status and outcome of the matter. If the Administration determines that a formal procedure is warranted, the Administration will so advise the teacher in writing. The Administration will then investigate and review the matter prior to making a written determination which will be forwarded to the teacher. Adverse action, if any, will be consistent with progressive discipline and subject to the terms of the Agreement and applicable law.
- L. The President of the Association shall be provided with an advance copy of the agenda of School Committee meetings. Upon request of the Association, the minutes of School Committee meetings will be provided to the Association within five (5) business days after the approval of said minutes.
- M. To the extent required by regulations of the Massachusetts Department of Education concerning teacher recertification, teachers will relate their Individual Professional Development Plans to the district plan and their individual school improvement plans and will not have approval of their plans unreasonably denied.

ARTICLE XXII SALARIES

- A. The salary schedules and general provisions with respect to salaries shall be set forth in Appendices A, B, and C of this Agreement.
- B. Longevity:
- 12 years - \$1,750.00
 - 20 years - \$1,850.00
 - 25 years - \$1,950.00
 - 30 years - \$2,050.00

All years of teaching in Freetown, Lakeville, and Regional Schools shall count towards years of service. For employees hired during a school year, the following shall apply; an employee with an initial hire date before February 1 of the school year shall receive

credit for that year. Employees with initial hire dates after February 1 of the school year shall not receive credit for that year for the purpose of calculating longevity only. Longevity payments shall be made in a lump sum in the first paycheck in December, each year.

C. LONGEVITY BUY-OUT

Effective September 1, 2004, bargaining unit members with a minimum of ten (10) completed years of service may elect Longevity Buy-Out payments once in their career, as provided herein below, for three (3) consecutive years.

Longevity payments specified in Article XXII, Section B will continue upon a bargaining unit member's election of Longevity Buy-Out payments under this section, under the following terms.

The longevity buyout payments will be reduced by the amount of the longevity payment and the balance will be paid on a bi-weekly basis for three years. No staff member may receive more than the maximum 3-year longevity buyout of 3 years at \$5,825.00 or \$17,475.00 when combining longevity payments and longevity buyout payments. Therefore, if a staff member elects to leave prior to the 3rd full year of longevity buyout payments, the traditional longevity payment in December will be forfeited. The balance of the payments due will still be spread out from September to June each year even if the staff member is no longer actively employed. All payments for longevity and longevity buyout will cease after 3 years, even if the staff member remains actively employed.

In order to elect this option, an employee must provide written notice to the Superintendent on or before the November 15 immediately preceding the September 1 of the first year of this option.

After 10 through 14 years - \$3,450.00 per year

After 15 through 19 years - \$4,625.00 per year

After 20 years - \$5,825.00 per year

D. All members of the bargaining unit shall have the following options for payment of salary:

1. Bi-weekly equal payments (26 pay periods).
2. Bi-weekly equal payments for the duration of the school year. (22 pay periods)
3. All members of the bargaining unit will utilize direct deposit.

4. The District will issue separate checks (separate direct deposits) for Extracurricular Stipends, Coaching Stipends, Longevity and Sick Leave Buyback, eight(8) times per year.

**ARTICLE XXIII
DURATION**

- A. This Agreement shall become effective September 1, 2018, and shall continue in effect up to and including midnight of August 31, 2021.
- B. Either party may give to the other written notice of its intentions to terminate or modify this agreement by certified mail between September 1, 2018 and December 31, 2018.
- C. Negotiations for terms of a new agreement to become effective September 1, 2018, will start no later than sixty (60) calendar days after the service of notice as provided in paragraph B above.
- D. None of the provisions contained in this Article shall prevent the parties, by written agreement, from extending any portion or all of this agreement (at any time after notice to terminate or modify is given) for any agreed upon period beyond its expiration date.

**APPENDIX A
GENERAL PROVISIONS**

1. INITIAL EMPLOYMENT:

The opening of the beginning salary, with respect to steps and levels, for any teacher applying to one of the units covered by this Agreement, shall be set through recommendation of the Superintendent to the School Committee, and shall be finally set by appropriate action on the part of the School Committee. Due weight shall be given to the teacher's preparation, past experience, the availability or scarcity of qualified persons, number of years of teacher experience, and the nature of the position to be filled. Any teachers who are hired at a lower step or level than that for which they may potentially be qualified by prior experience, credits or degrees, shall be so notified in writing, at the time of their initial employment.

All new hires who begin after June 30, 2018 who are placed on Bachelors step 1,2 or 3 upon initial hire will remain at such step for a 3-year probationary period, receiving the salary percentage increases each year, and then will be moved to the appropriate step upon the completion of the probationary period.

Eliminate the B+15 column as of the beginning of the 2018-2019 school year, maintaining B+15 for (a) those on B+15 as of the beginning of the 2018-2019 school year, and (b) those who were scheduled prior to the beginning of the 2018-2019 school year to move to B+15 in 2018/2019, provided they satisfy requirements for such column movement.

Eliminate the M+15 column as of the beginning of 2020-2021 school year, maintaining M+15 for those on M+15 as of beginning of the 2020-2021 school year.

2. DEFINITION OF LEVELS:

The levels on this salary schedule shall be designated as follows:

- I. = Bachelor's (BS; BA)
- II. = Bachelor's plus 15 credits (BS; BA)
- III. = Master's (MA; M.Ed.; MAT)
- IV. = Master's plus 15 credits (MA; M.Ed.; MAT)
- V. = Master's plus 30 credits (MA; M.Ed.; MAT)
- VI. = Master's plus 45 credits (MA; M.Ed.; MAT)
- VII. = Master's plus 60 credits (MA; M.Ed.; MAT)

Courses taken after and beyond the bachelor's degree, regardless of sequence, may be used for advancement on the salary schedule.

3. CERTIFICATION WAIVER

Persons serving on a waiver must show evidence of progress toward certification during each contract year. No increment shall be given to a person on the salary schedule serving under a waiver who fails to submit satisfactory evidence of progress towards certification in the subjects for which he is employed to give instruction. Personnel teaching in a subject area covered by Chapter 71B (Chapter 766) of the General Laws of the Commonwealth of Massachusetts shall not be subject to this provision.

4. LEVEL ADVANCEMENT

A. Courses taken for advancement to Level II (first fifteen hours) must be approved by the Superintendent of Schools, except that courses taken in the subject matter field will not be disapproved. Subject matter field is defined as follows:

1. Elementary: All subjects currently taught within the respective school.
2. Intermediate School: All subjects currently taught within the respective school and/or the teacher's assigned specialty within the team or grade.
3. Middle School: The teacher's assigned specialty within the team or grade.
4. High School: The teacher's assigned class specialty.
5. All Levels: A maximum of nine (9) credit hours within the first fifteen (15) hours may be taken in the field of education (excluding guidance).

B. Courses taken in any graduate degree program in the teacher's field or in the field of education need not be submitted for prior approval, unless they are being used to qualify for a Level II advancement.

C. Courses taken beyond Level III need not be submitted for prior approval as long as they are in the field of education, the assigned subject matter field, or have direct application to the teacher's job assignment. Any exceptions to this provision must be given prior approval by the Superintendent of Schools.

D. Courses taken on the undergraduate level shall receive one/half (1/2) their value for salary advancement purposes unless they are approved by the Superintendent for full salary credit.

E. Employees shall provide the Superintendent's Office with written verification by the best available evidence of successful completion of courses taken for level advancement as soon as possible and no later than two weeks prior to the first day of school. If said verification is other than by transcript, said transcript shall be filed with the Superintendent's office no later than November 30th.

5. PRIOR RULES

- A. All teachers on Level II or beyond on the payroll, effective September 1, 1974, are permitted to advance two (2) additional Levels from their position on that date without achievement of the Master's Degree.
- B. All teachers on Level I with nine (9) credit hours, effective September 1, 1975, are permitted to advance two (2) additional Levels without achievement of the Master's Degree.
- C.
 - 1. For the purposes of the application of prior rules only, Levels are defined as follows:
 - a. Level I Certification
 - b. Level II Certification + 15 credits
 - c. Level III Certification + 30 credits
 - d. Level IV Certification + 45 credits
 - e. Level V Certification + 60 credits
 - 2. Certification shall mean approval by the appropriate division of the Department of Education of the Commonwealth of Massachusetts in the form of a certificate, properly dated, that the employee is approved to serve as a teacher in the Commonwealth of Massachusetts.
 - 3. All "prior rules" for approval and crediting of courses taken toward progress on the salary schedule set forth in the 1972-74 contract between the Committees and the Association shall govern progression under this provision.

6. CHANGES IN TEACHING ASSIGNMENT

If a certified teacher is required to teach in an area where he/she lacks certification, the courses then taken to achieve the additional certification shall be applicable to both horizontal and vertical progression.

7. TUITION REIMBURSEMENT

- A. The School Committees agree to pay fifty percent (50%) of the cost of tuition and the full cost of fees for one course per year, per teacher, taken in a degree program, in his field, in education, or other courses approved by the Superintendent, if passed with a grade of B- or better. Regular part-time teachers, as defined in Article I, shall also receive fifty (50%) percent of the full cost of tuition and the full cost of fees for one (1) course per year as described above.

Prior to the start of any course or workshop session, a teacher must complete a course reimbursement form if they wish to be reimbursed for that one course for that school year. It must be signed by the principal and by the superintendent, or

his designee. A signed copy will be returned to the teacher within ten (10) business days, with a purchase order number assigned to it, guaranteeing funds have been encumbered for the purpose of reimbursement. This is not to be construed as a need for course approval.

- B. In lieu of tuition reimbursement for any course, a teacher may request in-district professional development time for the purpose of observation and/or fulfilling other internship requirements.

Teachers utilizing this option will be exempt from the course reimbursement benefits for that school year. Prior to the start of this course, the teacher must complete a course reimbursement form, check the box that states Reimbursement Not Requested, and fill in the number of days that a substitute teacher will be required.

8. CHANGES IN LEVEL

Teachers who anticipate completion of requirements for reclassification from any one of the salary levels to a higher salary level by September 1 of any year, must notify the Superintendent of such possibility prior to the preceding November 1.

9. STATE REQUIRED COURSES

In those instances where courses are required by a Division of the Massachusetts Department of Education which said Division shall consider essential for approval of the school program, the Committee will reimburse the individuals for expenses incurred.

10. CONTINUITY OF STATUS

Each person presently included in this bargaining unit shall be assumed to have satisfied all requirements for progression on the new Salary Schedule if they qualified for such movement under the previous instrument; and no person presently included in this bargaining unit shall be penalized by regression through Levels or Steps, or loss of Course credits as a result of the transition to or interpretation of the Contract effective September 1, 1980.

11. PRINTED COPIES

Copies of this Agreement will be made available to all employees covered by this Agreement, all members of the School Committees, and all members of the Administration via the District's website, as well as electronically.

12. STIPENDS

All members of the bargaining unit shall be paid at the rate equal to \$39.12 per hour for all work done outside the school day in the following areas:

1. Curriculum
2. Tutoring
3. Summer School
4. Title Projects
5. Grants
6. Anything else not included in the Appendix C.

13. MENTORS

Mentors must be certified as a mentor through a state approved program and have at least five years of employment in the district and in the discipline, and will have the following payment options:

- (a) two (2) in-service credits, or
- (b) a lump sum payment of \$600.00.

14. PART-TIME EMPLOYEES

Part-time employees who are new to the bargaining unit shall continue on the Salary Schedule - Appendix A - in a manner consistent with the past practice of the Committee and the Association.

15. NON-RESIDENT EMPLOYEE STUDENT ENROLLMENT

Members of this bargaining unit shall be granted the privilege of free tuition at any of our public schools under the following provisions:

1. No implied preference shall be granted for the enrollment of any non-resident child in school and classes where enrollment is over-crowded, to the exclusion of the enrollment of resident children.
2. No implied guarantee shall be made requiring the enrollment of any student within the same school to which the parent member may be attached.
3. Non-resident children of bargaining unit members may be asked to withdraw from enrollment in extreme disciplinary cases or when an I.E.P. under Chapter 766 would place an unfair financial obligation upon the Town of Freetown, the Town of Lakeville, or the Freetown-Lakeville Region.
4. It is understood that the discretion of the School Committees and the Superintendent in non-resident enrollment shall be final and not subject to the provisions of the grievance procedure herein.
5. The employee is responsible for the transportation of the student to and from the designated school(s).

6. A letter to the Superintendent requesting enrollment for each child each year must be submitted no later than thirty (30) days prior to the start of the school year, or the date of enrollment.

16. NATIONAL BOARD CERTIFICATION

The School Committee agrees to reimburse fifty percent (50%) of the cost (fees) upon successful completion of National Board Certification subject to the following conditions:

1. A teacher must obtain signed approval of the principal and superintendent prior to enrollment in the program.
2. A teacher must be at the Masters Level (Level 3)
3. The Committee reserves the right to limit the amount of applicants to no less than five in any school year.

A National Board Certified Teacher shall receive a stipend of \$2000.00 per year.

**APPENDIX B
TEACHERS' SALARY SCHEDULES**

FY19							
1%	Bachelors	Bachelors+15	Masters	Masters+15	Masters+30	Masters+45	Masters +60
	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7
Step 1	\$43,336.00	\$44,102.00	\$45,025.00	\$45,740.00	\$46,505.00	\$46,921.00	\$47,331.00
Step 2	\$45,448.00	\$46,354.00	\$47,376.00	\$48,242.00	\$49,143.00	\$49,630.00	\$50,112.00
Step 3	\$47,661.00	\$48,720.00	\$49,852.00	\$50,879.00	\$51,928.00	\$52,495.00	\$53,056.00
Step 4	\$49,980.00	\$51,207.00	\$52,454.00	\$53,661.00	\$54,874.00	\$55,526.00	\$56,176.00
Step 5	\$52,415.00	\$53,821.00	\$55,198.00	\$56,596.00	\$57,986.00	\$58,730.00	\$59,477.00
Step 6	\$54,699.00	\$56,434.00	\$57,986.00	\$59,561.00	\$61,104.00	\$61,967.00	\$62,825.00
Step 7	\$57,289.00	\$59,021.00	\$60,752.00	\$62,495.00	\$64,217.00	\$65,150.00	\$66,079.00
Step 8	\$59,709.00	\$61,612.00	\$63,541.00	\$65,432.00	\$67,328.00	\$68,361.00	\$69,392.00
Step 9	\$62,138.00	\$64,220.00	\$66,297.00	\$68,387.00	\$70,461.00	\$71,592.00	\$72,715.00
Step 10	\$64,583.00	\$66,808.00	\$69,066.00	\$71,337.00	\$73,571.00	\$74,799.00	\$76,018.00
Step 11	\$67,304.00	\$69,753.00	\$72,181.00	\$74,627.00	\$77,073.00	\$78,407.00	\$79,744.00
Step 12	\$70,394.00	\$72,889.00	\$75,371.00	\$77,413.00	\$80,364.00	\$81,722.00	\$83,085.00
FY20	Bachelors	Bachelors+15	Masters	Masters+15	Masters+30	Masters+45	Masters +60
2%							
	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7
Step 1	\$44,203.00	\$44,984.00	\$45,926.00	\$46,655.00	\$47,435.00	\$47,859.00	\$48,278.00
Step 2	\$46,357.00	\$47,281.00	\$48,324.00	\$49,207.00	\$50,126.00	\$50,623.00	\$51,114.00
Step 3	\$48,614.00	\$49,694.00	\$50,849.00	\$51,897.00	\$52,967.00	\$53,545.00	\$54,117.00
Step 4	\$50,980.00	\$52,231.00	\$53,503.00	\$54,734.00	\$55,971.00	\$56,637.00	\$57,300.00
Step 5	\$53,463.00	\$54,897.00	\$56,302.00	\$57,728.00	\$59,146.00	\$59,905.00	\$60,667.00
Step 6	\$55,793.00	\$57,563.00	\$59,146.00	\$60,752.00	\$62,326.00	\$63,206.00	\$64,082.00
Step 7	\$58,435.00	\$60,201.00	\$61,967.00	\$63,745.00	\$65,501.00	\$66,453.00	\$67,401.00
Step 8	\$60,903.00	\$62,844.00	\$64,812.00	\$66,741.00	\$68,675.00	\$69,728.00	\$70,780.00
Step 9	\$63,381.00	\$65,504.00	\$67,623.00	\$69,755.00	\$71,870.00	\$73,024.00	\$74,169.00
Step 10	\$65,875.00	\$68,144.00	\$70,447.00	\$72,764.00	\$75,042.00	\$76,295.00	\$77,538.00
Step 11	\$68,650.00	\$71,148.00	\$73,625.00	\$76,120.00	\$78,614.00	\$79,975.00	\$81,339.00
Step 12	\$71,802.00	\$74,347.00	\$76,878.00	\$78,961.00	\$81,971.00	\$83,356.00	\$84,747.00

FY21							
2%	Bachelors	Bachelors+15	Masters	Masters+15	Masters+30	Masters+45	Masters +60
	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7
Step 1	\$45,087.00	\$45,884.00	\$46,845.00	\$47,588.00	\$48,384.00	\$48,816.00	\$49,244.00
Step 2	\$47,284.00	\$48,227.00	\$49,290.00	\$50,191.00	\$51,129.00	\$51,635.00	\$52,136.00
Step 3	\$49,586.00	\$50,688.00	\$51,866.00	\$52,935.00	\$54,026.00	\$54,616.00	\$55,199.00
Step 4	\$52,000.00	\$53,276.00	\$54,573.00	\$55,829.00	\$57,090.00	\$57,770.00	\$58,446.00
Step 5	\$54,532.00	\$55,995.00	\$57,428.00	\$58,883.00	\$60,329.00	\$61,103.00	\$61,880.00
Step 6	\$56,909.00	\$58,714.00	\$60,329.00	\$61,967.00	\$63,573.00	\$64,470.00	\$65,364.00
Step 7	\$59,604.00	\$61,405.00	\$63,206.00	\$65,020.00	\$66,811.00	\$67,782.00	\$68,749.00
Step 8	\$62,121.00	\$64,101.00	\$66,108.00	\$68,076.00	\$70,049.00	\$71,123.00	\$72,196.00
Step 9	\$64,649.00	\$66,814.00	\$68,975.00	\$71,150.00	\$73,307.00	\$74,484.00	\$75,652.00
Step 10	\$67,193.00	\$69,507.00	\$71,856.00	\$74,219.00	\$76,543.00	\$77,821.00	\$79,089.00
Step 11	\$70,023.00	\$72,571.00	\$75,098.00	\$77,642.00	\$80,186.00	\$81,575.00	\$82,966.00
Step 12	\$73,238.00	\$75,834.00	\$78,416.00	\$80,540.00	\$83,610.00	\$85,023.00	\$86,442.00

NOTE:

The B+15 column will be eliminated as of the beginning of the 2018-2019 school year, but will be maintained for (a) those on B+15 as of the beginning of the 2018-2019 school year, and (b) those who were scheduled prior to the beginning of the 2018-2019 school year to move to B+15 in 2018/2019, provided they satisfy requirements for such column movement.

The M+15 column will be eliminated as of the beginning of 2020-2021 school year, but will be maintained for those on M+15 as of beginning of the 2020-2021 school year.

APPENDIX C
Extra-Curricular Activities/ Coaching Salaries

1. A Joint Salary Restructuring Committee was established by the Parties promptly following the execution of the 2009-12 Agreement to review individual extra curricular and coaching salaries to ascertain if the salary of any such positions should be restructured. Such Committee was comprised of an equal number of members appointed by the Employer and the Association. It was the goal of the Parties that such Committee reports its recommendations to the Parties as soon as possible, and that the Committee remain on-going.
2. Appendix C positions are one-year appointments and will be posted annually prior to the end of the school year. Candidates must submit a letter of intent to the building principal. In the event of multiple candidates for the same position, interviews will be conducted by the building principal, or his designee, of all qualified candidates.
3. If an activity that is not included in Appendix C is started in a non-negotiating year, the stipend will be set at five hundred dollars (\$500.00) for the first year, and seven hundred and fifty dollars (\$750.00) for the second year. If after the second year the activity is deemed valuable, then negotiations for appropriate compensation and placement in Appendix C will take place.
4. When there is more than one advisor for an Appendix C activity and if, during the school year, one of the advisors, for whatever reason is no longer capable of performing services, the remaining advisor has two options:
 - a. receive the residual from the other member's stipend and become the sole provider
 - b. request the vacancy be posted and filled.

**APPENDIX C
EXTRA CURRICULAR ACTIVITIES STIPENDS**

	2018-19 SY	2019-20 SY	2020-21 SY
<u>Tier I</u>	\$5411	\$5519	\$5629
HS Accounts			
MS Accounts			
HS Yearbook			
<u>Tier II</u>	\$3863	\$3940	\$4019
Marching Band			
Senior Play			
Musical (2)			
Cheerleaders (Fall / Winter)			
<u>Tier III</u>	\$3092	\$3154	\$3217
School Newspaper (MS / HS)			
MS Yearbook			
HS Majorettes			
<u>Tier IV</u>	\$1768	\$1803	\$1839
DECA (2)			
HS Diversity Club			
SHAPE (2)			
HS NHS			
HS Select Choir			
MS Majorettes			
Scholarship Coordinator			
<u>Tier V</u>	\$1325	\$1352	\$1379
HS Class Advisors (10)			
MS Peer Leaders (3)			
Student Council (1MS / 2HS)			
MS Computer Club			
Musical Choreographer			
HS TV Production Coordinator			
Junior NHS			
HS Math Team			
Web Site Coordinator (All Schools)			
HS Stage Band			
Concerts by Band (All Schools)			
Concerts by Chorus (All Schools)			
HS Literary Magazine			
Middle School Soccer Coach			
SADD Advisor			
Guidance Outreach Events Coordinator			
College Board and Compliance Coordinator			
Intermediate Accounts			
K-3 Open Circle Coordinator			

Tier VI

MS ASPIRE (2)

MS Drama (2)

MS Math Club

MS Media Club

MS Art Club

GRAIS Math Club

GRAIS Computer Club

GRAIS Games Club

GRAIS Newspaper

GRAIS Chess Club

HS ISEP

Virtual High School Coordinator

Nature's Classroom Coordinator

Elementary Accounts

\$993

\$1013

\$1033

Other.

6-12 Guidance Department Head

\$10,825

\$11,042

\$11,263

Curriculum Leader HS

\$4,418

\$4,506

\$4,596

Curriculum Leader (All others)

\$3,864

\$3,941

\$4,020

Nature's Classroom Chaperone

\$108 per night

\$110 per night

\$112 per night

DECA Chaperone

\$108 per night

\$110 per night

\$112 per night

**APPENDIX C
COACHING STIPENDS**

	2018-19 SY	2019-20 SY	2020-21 SY
Tier I Head Coach	\$8172	\$8335	\$8502
Assistant Coach	\$4748	\$4843	\$4940
Football - 1 Head / 5 Assistants			
Tier II Head Coach	\$6184	\$6308	\$6434
Assistant Coach	\$3974	\$4053	\$4134
Basketball (B / G) – 2 Heads / 4 Assistants			
Tier III Head Coach	\$4748	\$4843	\$4940
Assistant Coach	\$3092	\$3154	\$3217
Baseball – 1 Head / 2 Assistants			
Field Hockey – 1 Head / 2 Assistants			
Lacrosse (B / G) – 2 Heads / 2 Assistants			
Soccer (B / G) – 2 Heads / 2 Assistants			
Volleyball – 1 Head / 2 Assistants			
Softball – 1 Head / 1 Assistant			
Ice Hockey – 1 Head / 1 Assistant			
Boys Swimming - 1 Head / 1 Assistant			
Girls Swimming – 1 Head / 1 Assistant			
Spring Track (B / G) – 2 Heads / 2 Assistants			
Winter Track – 1 Head / 2 Assistants			
Tier IV Head Coach	\$3092	\$3154	\$3217
Tennis (B / G) 2 Heads			
Cross Country (B / G) – 2 Heads			
Golf – 1 Head			
Weight Training – 1 Head			
Tier V Head Coach	\$1988	\$2028	\$2069
MS Basketball (B/G)			
Other			
Athletic Director	\$12,843	\$13,100	\$13,362
Fall Trainer	\$8,283	\$8,449	\$8,618
Winter Trainer	\$5,522	\$5,632	\$5,745
Spring Trainer	\$5,522	\$5,632	\$5,745

All positions subject to funding