



AGREEMENT

between the

THE ROCHESTER MEMORIAL TEACHERS' ASSOCIATION

and the

ROCHESTER SCHOOL COMMITTEE

September 1, 2018 through August 31, 2021

**2018-2021 AGREEMENT
BETWEEN THE ROCHESTER MEMORIAL TEACHERS' ASSOCIATION
AND THE ROCHESTER SCHOOL COMMITTEE**

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AND THE
ROCHESTER SCHOOL COMMITTEE

ARTICLE I - RECOGNITION

- A. For the purpose of collective bargaining with respect to wages, hours, and other conditions of employment, the negotiation of bargaining agreements, and any questions arising thereunder, the Rochester School Committee recognizes the Rochester Memorial Teachers’ Association as the exclusive bargaining agent and representative of the professional employee (as such employees are defined in Chapter 150E of the General Laws of Massachusetts) of the Committee.

- B. The professional employees of the Rochester Public Schools are defined as all professionals excluding the Principal, Assistant Principal as assistant only, aides, the Director of Special Needs Education, substitute teachers, custodians, clerical employees, cafeteria workers, central office administration, and special personnel contracted from outside services. Such special personnel shall not supplant existing professional personnel covered by this Agreement. The Title I teacher will be included within the bargaining unit. Part-time professional employees will receive benefits on a pro rata basis, except as follows:
 - 1., Part-time professional employees who are eligible to receive Teacher Service Compensation under Article VII of this Agreement shall receive such compensation as provided by the Memorandum of the Agreement concerning Teacher Service Compensation found in Appendix A4 of this Agreement.

 - 2. In calculating sick leave reimbursement for part-time employees, who are eligible under the terms of Article X, Section K of the Agreement, full reimbursement shall be applied to employees whose sick leave has been accumulated on a pro rata basis.

ARTICLE II DUES DEDUCTIONS

- A. The Committee agrees to have the Treasurer of the Town of Rochester deduct from the salaries of teachers who have on file with the Treasurer an executed current Dues Deduction Authorization Card, in the form set out below, dues for the Association, the Massachusetts Teachers’ Association, and the National Education Association and to transmit the monies deducted to the Association Treasurer. Teacher authorizations shall be in writing in the form set forth below:

DUES DEDUCTION AUTHORIZATION CARD

Name _____

Address _____

I hereby request and authorize the Treasurer of the Town of Rochester to deduct from my earnings and to transmit to the Treasurer of the Rochester Memorial Teachers' Association \$ _____ to provide for the regular payments of the annual membership dues of the Rochester Memorial Teachers' Association, Massachusetts Teachers' Association, and the National Education Association in equal monthly deductions from the first payroll period in each month. I may withdraw this authorization by giving at least sixty (60) days' notice in writing of such withdrawal to the Treasurer named above. I further understand that if I leave the system or withdraw this authorization before the end of the school year, the balance due will be deducted from my last paycheck upon leaving or prior to the effective date of the withdrawal of this authorization, as the case may be. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization, and relieve said Treasurer, Committee, and any or all officers of the Committee from any liability therefor.

Teacher's Signature

Date

- B. Deductions referred to in Section A above will be made in equal payments in amounts certified by the Treasurer as being the regular membership dues of the Association, the Massachusetts Teachers' Association, and the National Education Association, from the first payroll period of each month.
- C. The Treasurer of the Town of Rochester will submit the amounts deducted to the Association Treasurer as soon as is reasonably possible after the issuance of the paycheck from which the deductions were taken.
- D. The provisions of this Article II shall be subject to the requirements of Section 17C of Chapter 180 of the General Laws including the requirement that the Treasurer of the Town of Rochester shall be satisfied by such evidence as he/she may require that the Treasurer of the Association has given to the Association a bond, in a form approved by the Commissioner of Corporations and Taxation, for the faithful performance of his/her duties, in a sum and with surety or sureties as are satisfactory to the Town Treasurer.
- E. Pursuant to the provisions of Massachusetts General Laws, Chapter 150E, Section 12, all members of the bargaining unit who are not paying dues to the Association shall, as a condition of continued employment, pay to the Association, the exclusive bargaining agent and representative, an agency service fee.

ARTICLE III - GRIEVANCE AND ARBITRATION PROCEDURES

A. Definition

A “grievance” is hereby defined as a complaint by a teacher, a group of teachers, or the Association, that there has been a violation, misinterpretation, or misapplication of a specific provision(s) of this Agreement with regard to that teacher, group of teachers, or the Association.

B. Purpose

The purpose of the grievance procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems affecting the welfare or working conditions of teachers. The Rochester School Committee and the Rochester Memorial Teachers’ Association agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

Nothing herein will be construed as limiting the right of any teacher with a grievance to discuss the matter informally with any member of the administration and to adjust the grievance without intervention of the Teachers’ Association provided the adjustment is not inconsistent with the terms of this Agreement.

C. Procedure

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limit specified, however, may be extended by mutual agreement. A grievance filed on or after June 1, which if left unresolved until the beginning of the following school year could result in irreparable harm to a party of interest, shall be considered on a reduced time limit so that the grievance procedure may be completed prior to the end of the school term or as soon as thereafter practicable.

LEVEL ONE

Prior to the formal processing of a grievance, all matters shall first be submitted to an informal process between the teacher and his/her appropriate immediate supervisor. The teacher shall contact his/her immediate supervisor within 20 days of the occurrence on which the grievance is based or within 20 days of the date on which the teacher knew or should have known of the occurrence and will seek to arrive at a settlement of the matter.

LEVEL TWO

If the matter has not been settled to the teacher’s satisfaction by informal discussion as outlined in Level One, the employee and the Association may, within ten (10) days of the meeting

conducted under the conditions of Level One, present the statement of the grievance, clearly set forth in writing stating the reason(s) for the grievance and the remedy(ies) sought, to the Principal. Within five (5) days after receipt of the grievance, he/she and/or any designated representative of management shall meet with the employee and any designated representative of the Association in an effort to settle the grievance. The Principal shall provide his/her decision in writing within five (5) days following the date of this meeting.

LEVEL THREE

In the event that the grievance is not disposed of in the preceding level to the satisfaction of the aggrieved and the Association, the grievance as presented in Level Two, together with the answer of the Principal may be referred to the Superintendent of Schools within five (5) days of the date of the answer as provided for in Level Two. Within ten (10) days after receipt of the written grievance by the Superintendent of Schools, he/she and/or any designated representative of management will meet with the aggrieved employee and the President of the Teachers' Association or his/her designee, in an effort to settle the grievance. The Superintendent of Schools, or his/her designated agent, will provide an answer in writing within five (5) days after the date of the meeting.

LEVEL FOUR

If the grievance has not been settled at Level Three, the grievance as originally presented, and with the answers in the preceding levels, may be referred to the Rochester School Committee by the aggrieved and the Association within ten (10) days of receipt of the answer as a result of Level Three. The Rochester School Committee shall meet with the aggrieved teacher and a representative(s) of the Association not later than twenty-five (25) days after receipt of notification of the grievance in an effort to settle the grievance. The School Committee shall provide an answer in writing to the aggrieved teacher within ten (10) days after the meeting at this level.

D. Conditions

1. Days as used in the procedure mean only days in which school is in session and, in addition, work weekdays during the summer vacation period.
2. If, because of the complexity of an answer or a decision, more time is required than is specified herein, either party to this Agreement may in good faith request additional time and be granted a limited extension.
3. A grievance that affects a group or class of teachers and is thus of a general nature may be submitted directly to Level Three of the procedure.
4. If vacation periods interfere with the time periods specified in the grievance procedure, the Teachers' Association representative involved in the grievance will confer with the administration in an effort to mutually resolve the time conflict in an expeditious manner.

5. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved party or parties to proceed to the next step, provided that any time limits may be extended by mutual Rochester Memorial Teachers' consent.
6. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed as acceptance of the decision rendered at that step, provided that any time limits may be extended by mutual consent.

E. Arbitration

1. A grievance which has not been settled under the provisions of the Grievance Procedure may be taken to arbitration by the Association provided that either party to the Agreement notifies the other party of its intention to do so in writing to the Superintendent of Schools or to the President of the Rochester Memorial Teachers' Association as appropriate, within twenty-five (25) school days of the date of the decision at Level Four of the Grievance Procedure.
2. The arbitrator shall be selected by agreement between the parties. If the parties are unable to agree upon an arbitrator within ten (10) school days of the receipt of the intention to proceed to arbitration, the selection shall be made in accordance with the rules and regulations for voluntary arbitration of the American Arbitration Association.
3. Once a dispute is submitted to arbitration, the sole power to order remedy shall exist with the arbitrator and he/she shall furnish his/her opinion in writing to both parties specifying the reasons for his/her decision.
4. Each party shall bear the cost of preparing and presenting its own case.
5. The expenses and fees of the arbitrator shall be shared equally by the Rochester School Committee and the Rochester Memorial Teachers' Association.
6. The decision of the arbitrator shall be final and binding on the Rochester School Committee and the Rochester Memorial Teachers' Association and all employees, but the arbitrator will be without power or authority to modify or alter the terms of this Agreement and shall make no decision that alters, amends, adds to or detracts from this Agreement or that modifies or abridges the management rights of the Committee as set forth in state law.

ARTICLE IV - CERTIFICATION

The Committee will adhere to the existing state law Chapter 71, Section 38G, when hiring teachers for the Rochester Public Schools.

ARTICLE V - SALARY ADMINISTRATION AND PAY BASIS

A. Conditions

1. The administration of salary policies and instructions set forth herewith shall govern the payment of compensation to teachers and other special personnel with responsibility for actual classroom teaching either on a full-time or part-time basis. The Teacher Salary Schedule is found in Appendix A of this Agreement.
2. The Superintendent of Schools shall be responsible for the administration of these policies and instructions. He/she shall, except as otherwise indicated herein, determine within the salary policy established by the School Committee the rates of pay for teachers. Part-time professionals will receive salary on a pro rata basis.

Upon initial hiring, the Superintendent will review all degrees and prior coursework accumulated with regard to placement on the salary schedule. Credit will be granted for degrees and courses earned at approved institutions which are applicable to that individual's teaching field.

3. A teacher's annual salary for each year of this Agreement shall be paid in twenty-six (26) equal installments during the period September 1, through August 31, but it shall be deemed to have been earned pro rata according to the number of school days completed. A teacher's earned and unpaid salary will, if the teacher so requests in writing to the Superintendent of Schools on or before June 1, be paid in a lump sum payment as the first regular payment in July.
4. The per annum rate of pay for regular teachers shall be based upon the school year as prescribed by the Rochester School Committee as defined in Article XI. Deductions for days in a non-pay status shall be made on the basis of one one hundred eighty-third (1/183) of the per annum rate of pay.
5. Compensation for education beyond the Bachelor's Degree, if earned after the issuance of the initial contract, shall commence on the September following the completion of the study.
 - a. To receive additional compensation and acceptable credit for college credits and/or advance graduate degrees a teacher must (1) receive prior course approval from the Superintendent of Schools, (2) provide documentation, including but not limited to course description or syllabus, that the course is applicable to the assignment of the person performing the study,(3) earn the credits at an institution accredited by the National Council of Teachers Education, or one of the six recognized regional accrediting agencies in the United States or both.

Coursework earned for a particular degree may be used for that degree status only. Those approved courses earned in addition to those courses approved for the designated degree may be counted for the next level. e.g.: (If a teacher has completed and received credit for coursework beyond the bachelor's degree and later becomes involved in a master's program which involves completely different approved courses then at the completion of the master's program the previously earned approved courses may be counted in addition to the master's.)

- b. Notice of completion must be given prior to September 1 and acceptable supporting documentation must have been submitted, such as letters from the college, university or professor, grade report slips and the like, with official transcripts to follow, if applicable (i.e. inservice courses).
6. Regular salary shall be defined as base salary (Appendix A) plus supermaximum, longevity and any other compensation from which taxes and retirement are deducted. The Administrative Assistant will send a written explanation of the payments made within the "miscellaneous" category to each teacher.
7. The School Committee may, at its discretion, grant additional compensation over and above any stated increment to any teacher, who, in its judgment, merits such consideration. Such action may be initiated by the School Committee, any member of the administration, or a teacher or teachers. The awarding or non-awarding of such additional compensation shall not be subject to grievance and/or arbitration.
8. The School Committee shall reserve the right to withhold a salary increment for any teacher not on the maximum step. The Committee may also withhold all or part of any salary increase for a teacher on such maximum step, provided that such withholding does not reduce the teacher's salary below that of the highest paid teacher not on maximum for the applicable preparation level in the salary policy.

In the event this practice is invoked, said teacher shall have the right to an appeal and shall be granted a hearing before the School Committee. Said teacher may elect to be accompanied by a representative of the Association at said hearing.

9. The Association and the Committee may establish courses of forty (40) hours' duration for three (3) semester hours of academic credit. Approval of such courses will be deemed to satisfy three (3) semester hours of credit for movement from one level of preparation to another level of preparation or counted for supermaximum provided that the following conditions are met:
 - 1) No more than six (6) semester hours of such credit may be counted toward each movement from one preparation level to another.

- 2) Participants in the study must be present a minimum of eighty percent (80%) of the time and must successfully complete the course.
- 3) Credit for the study shall not be granted unless the requirements are completed on or before September 1 of a given year.
- 4) No more than three (3) credits can be earned in this manner in a given year.
- 5) Facilities will be provided by the Committee.
- 6) All study will be conducted on a graduate level or equivalent.

ARTICLE VI - SUPERMAXIMUM COMPENSATION

- A. Any teacher who has attained his or her normal maximum salary shall receive in addition to such maximum the sum of \$900 for 2015-2018; per year provided he or she meets the following requirements.

Obtains three or more credits in academic study, with subject matter (1) and institution (2) approved by the Superintendent of Schools and achieves a grade of 80% or equivalent in such study.

- (1) Classes in mathematics, language, science, literature, creative writing, history, economics, political science, philosophy, computer/technology, health, other topics pertaining to state curricula and appreciation of art or music shall be considered.
 - (2) Acceptable college credits submitted by the teachers of the Rochester Public Schools to satisfy this requirement must be earned at institutions accredited by the National Council of Teacher Education, or one of the six recognized accrediting agencies, or both.
 - (3) The teacher shall have been on maximum salary in the Rochester School System for at least one year.
- B. The supermaximum requirement may be fulfilled as many times as the teacher desires, but in no event shall the \$900 for 2015-2018, additional compensation be paid more than three years after the most recent completion of the requirement necessary for such additional compensation. Courses used for supermaximum credit may not be simultaneously used for any other purpose, but may be used for other purposes, such as level change, after being released from supermaximum.
- C. All supermaximum compensation payments shall commence on the September following the completion of the study. Notice of completion must be given prior to September 1 and acceptable supporting documentation must have been submitted, such as letters from

the college, university or professor, grade report slips and the like with official transcripts to follow if applicable (i.e. inservice courses).

- D. The Association and the Committee may establish courses of forty (40) hours' duration for three (3) semester hours of academic credit. Approval of such courses will be deemed to satisfy three (3) semester hours of credit for movement from one level of preparation to another level of preparation or counted for supermaximum provided that the following conditions are met:
- 1) No more than six (6) semester hours of such credit may be counted toward each movement from one preparation level to another.
 - 2) Participants in the study must be present a minimum of eighty percent (80%) of the time and must successfully complete the course.
 - 3) Credit for the study shall not be granted unless the requirements are completed on or before September 1 of a given year.
 - 4) No more than three (3) credits can be earned in this manner in a given year.
 - 5) Facilities will be provided by the Committee.
 - 6) All study will be conducted on a graduate level or equivalent.

ARTICLE VII - TEACHER SERVICE COMPENSATION

Teachers who have given ten (10) years of continuous, satisfactory teaching service to the Rochester Public Schools will receive an additional five hundred dollars (\$500), in their eleventh (11th) year of continuous, satisfactory service.

This amount will increase by sixty-five dollars (\$65) per year for each year of continuing, satisfactory teaching service thereafter, up to a maximum sum of one thousand four hundred dollars (\$1,400).

Teacher service compensation will be paid on an annual basis, in a lump sum payment at the first pay period in November.

ARTICLE VIII - LEAVE OF ABSENCE WITHOUT LOSS OF PAY FOR PERSONAL BEREAVEMENT

- A. Upon written request to the Superintendent of Schools, teachers of the Rochester Public Schools may be granted up to and including five (5) days of leave without loss of pay for bereavement purposes. Bereavement leave is for the immediate family which includes the mother, father, legal guardian, wife, husband, daughter, son, sister, brother, aunt,

uncle, grandchildren, grandparents, great-grandparents of the teacher or the teacher's spouse, and also other person residing in the teacher's household.

- B. Upon written request to the Superintendent of Schools, teachers of the Rochester Public Schools may be granted additional leave without loss of pay for bereavement purposes, but such consideration shall be at the discretion of the Superintendent.
- C. Upon twenty-four (24) hour notice to the Principal, up to one (1) day may be granted for attendance at the funeral for someone not covered by the language of this Article. Additional days may be granted by the Superintendent of Schools for attendance at a funeral provided that:
 - a. personal leave time must be used for this absence.
 - b. the cost of a substitute is deducted from the teacher's salary for the day(s) not covered by personal leave time.

ARTICLE IX - LEAVE OF ABSENCE WITHOUT LOSS OF PAY

Upon written request with one of the following reasons stated, and upon approval of the Principal, teachers of the Rochester Public Schools may be granted leave without loss of pay for:

1. PERSONAL OBLIGATIONS

Up to three (3) days per school year for serious illness in the immediate family, court business, religious holy days or obligations that cannot be carried on at any other time. The "immediate family" is defined to include the mother, father, wife, husband, daughter, son, sister, brother, or grandparents of the teacher or teacher's spouse.

No such days may be used to extend a vacation or holiday unless an emergency exists as determined by the Principal.

Given at least a thirty (30) day notice, a personal day may be granted to no more than three (3) applicants for a given day with no more than six (6) total occurrences in a given school year for days which are not related to the parameters set forth in the preceding paragraphs. The parties agree to convene a joint committee with the principal to discuss the implementation of this section as it pertains to the use of personal days in an emergency situation. The joint committee will be comprised of two teachers and two administrators. If the vote is tied among the committee members, the Superintendent will make the final decision.

2. PROFESSIONAL IMPROVEMENT

To attend pertinent conferences and/or meetings for professional improvement.

3. A teacher who is prevented from working because of required service as a juror will receive the difference, if any, between the payment that he/she receives as a juror and the compensation that he/she would have received for otherwise scheduled work. There will be no charge against the teacher's sick leave or personal leave for absences required by such service.
4. A teacher who is required, for the benefit of the school district, and with prior approval, to use his/her automobile to travel in the course of employment, shall be reimbursed at the IRS rate per mile, together with full reimbursement for all reasonable expenses incurred in the course of such travel.

Excluded from such reimbursement is any travel between or among a teacher's residence, the Regional High School, the Regional Middle School, and/or any of the schools in Marion or Mattapoisett.

ARTICLE X - SICK LEAVE

- A. Teachers shall be granted fifteen (15) days of sick leave annually, nonretroactive, at the commencement of each school year, with the exception that teachers not employed for the full year will be granted 1.5 days per month for each month of employment, and any time taken in excess of this rate will be withheld from their final check. Such leave shall be cumulative to two hundred and ten (210) days. No additional sick leave shall be granted or accumulated for teachers who are on leaves such as sabbatical, unpaid, maternity, etc. except as may be provided in the appropriate leave article.

Teachers may have the option of receiving compensation at the rate of forty dollars (\$40) per day for any unused sick day in excess of 190. The teacher shall apply for such leave at the end of the contract year.

Not later than October 15, annually, each bargaining unit member shall receive a written statement reflecting the total number of sick days available as of the commencement of the current school year.

Any teacher hired after July 1, 2015, shall be allowed to accrue an unlimited number of sick days. Teachers hired after July 1, 2015 will not be eligible for compensation for any unused sick days at any time during this agreement.

- B. Sick leave with pay shall be used for personal illness or disability or to comply with the quarantine regulations of any municipal or state health department. A teacher will return to work when no longer prevented from working due to disability, illness, or quarantine.
- C. To be eligible to use paid sick leave, a teacher must report the illness or disability to his/her Principal or designee as soon as is reasonably possible, but in no event less than one (1) hour prior to such teacher's scheduled reporting time on the first day of absence (unless prevented from doing so for reasons of emergency) and if possible should also notify the Principal or designee not later than the evening before the day on which the

teacher intends to return. Teachers who are prevented from working because of illness or injury for more than five (5) consecutive days shall, if requested, present a doctor's certificate to the Committee which sets forth the nature of the illness or injury, the number of days recommended for recuperation, and other pertinent information requested.

- D. A teacher's base annual salary, as set forth in Appendix A, shall be reduced by one one hundred eighty-third (1/183) of such salary for each day of absence due to illness or disability not covered by paid sick leave.
- E. In the event of extended illness of a teacher, an additional source of aid shall be provided by means of a Sick Leave Bank to provide additional days beyond accumulated sick leave benefits. The Sick Leave Bank shall be administered in accordance with this article and with the following provisions:
 - a. The Sick Leave Bank shall acquire its assets from those persons covered in this Agreement by the voluntary donation of not more than one (1) sick leave day in any one year from the entitlement of already accumulated sick leave of an employee under this Agreement. If at the end of a school year, a balance remains in the bank, it shall accumulate until the bank is funded to a maximum of seventy-five (75) days. After the bank has been fully funded, teachers who contributed in the most recent collection of days will continue membership without additional contributions until such time as the bank's assets fall to fifty (50) days. The bank's maximum may be exceeded by the contribution of one day by each newly eligible member. Teachers must request membership by October 1 of any school year. All days donated to the Sick Leave Bank are nonredeemable and irrevocably lost from the individual teacher's sick leave accumulation.
 - b. The policy governing operation of the Sick Leave Bank and the awarding of extended leave days from the bank will be governed by a Sick Leave Bank Board, which shall be composed of two (2) members appointed by the Committee and two (2) members appointed by the Association. A majority vote by the Board is required to extend leave through the Sick Leave Bank.
 - (1) In order to be eligible to be awarded any sick leave days from the bank, a participating teacher must; a) have completed two (2) years of continuous employment by the Committee, b) have made all necessary contributions to the Sick Leave Bank, c) have exhausted all of his/her current and accumulated sick leave days.
 - (2) A teacher requesting days from the sick leave bank shall provide medical evidence from a licensed physician.
 - (3) Recordkeeping of the Bank will be administered by the Office of the Superintendent of Schools. The Office of the Superintendent of Schools will report the standing of the Sick Leave Bank to the RMTA Sick Leave

Bank Committee within a week of the start of each school year and after the completion of any authorized use of sick days from the Sick Leave Bank.

- c. The Sick Leave Bank decision to grant or not to grant days is final and not subject to any appeal.
- F. A professional employee of the Rochester Public Schools may petition the School Committee for additional sick leave (if accumulated sick leave and the Sick Leave Bank, if appropriate, have been exhausted), provided the additional leave being requested is needed because of a school-related accident. The granting of such sick leave shall be at the sole discretion of the School Committee and the decision shall not be subject to grievance and arbitration.
- G. Teachers may be granted the use of five (5) days of sick leave annually for illness in the immediate family provided that such days are subtracted from their sick leave allowance.
- H. A teacher who is unable to work because of an occupational injury and who is compensated under the provisions of the Massachusetts Workmen's Compensation Act shall receive compensation for the difference between his/her current salary minus taxes ("take home salary") and the amount received from Workmen's Compensation.
- I. Should a teacher die in service, any benefits to which he/she would be entitled to pursuant to the provisions of this Article shall be paid to his/her estate.
- J. The parties agree to a limited re-opener of this Agreement during the 2013-2014 school year for the exclusive purpose of discussing the inclusion of a long-term disability plan to replace the current sick leave provision.

ARTICLE XI - SCHOOL YEAR

- A. The school year for teachers shall be construed to mean two (2) additional days in excess of the minimal school year for students as prescribed by the Massachusetts State Board of Education, or in any event, not less than 183 days, plus an additional number of hours not to exceed fifteen (15), that shall be devoted to parent/teacher conferences at times mutually convenient to all parties. In addition, the teachers agree to participate in one meeting per month which will generally be of one hour's duration, at times to be prescribed by the administration, for general concerns, procedures and curriculum work. Additional time for curriculum work and/or inservice shall be provided during released time during the school year. Meetings will begin within fifteen (15) minutes of the end of the instructional workday. Employees report, duty free, no later than ten (10) minutes before scheduled start of the school day; stay, duty free, five (5) minutes after the scheduled end of the school day. A half day worked is considered from the scheduled start of the school day to 11:45 a.m. or from 11:45 a.m. to the end of the school day.

- B. If given two (2) half days for parent-teacher conferences, the scheduling of parent-teacher appointments shall be accomplished according to past practice. The teacher who is unable to schedule a conference(s) during the regular conference time shall, where necessary, extend his/her conference time up to 6:00pm on one conference day in the fall.
- C. All part-time teachers shall be required to work their agreed upon scheduled days.
- D. Teachers will be provided with their new class schedule at least two (2) weeks prior to the beginning of the school year.

ARTICLE XII - GROUP HEALTH AND GROUP LIFE INSURANCE

- A. The group Blue Cross/Blue Shield Master Health Plus plan, or the Pilgrim Health Plan, and Life Insurance in the amount of \$10,000 shall be made available to teachers and other employees of the Rochester School Committee on an optional basis. Without the need for further bargaining, the parties agree to accept the replacement of the currently provided indemnity health insurance plan (BC/BS Master Health Plus) with a PPO health insurance plan should the Town of Rochester determine to make such a change and the change is equally applied to all municipal employees.
- B. Under the provisions of Chapter 32B of the General Laws, the teacher or other employee of the Rochester School Committee shall pay one-half of the cost of benefits approved under this section and the Rochester School Committee shall pay the remaining one-half of such costs.

ARTICLE XIII - SABBATICAL LEAVE

- A. The purpose of the Sabbatical Leave Policy is threefold:
 - 1. Recognition of professional excellence as a teacher.
 - 2. Encouragement of professional growth for teachers.
 - 3. Improvement of the Rochester Public Schools.
- B. Any teacher who has served continuously in the Rochester Public Schools for a period of at least seven years may, at the recommendation of the Superintendent of Schools, be granted sabbatical leave of absence not to exceed one year of study or research. The granting of such leave is at the sole discretion of the School Committee. The applicant must provide with his/her written request for such leave a plan which will include a complete statement of aims and objectives and the procedure whereby these aims and objectives are to be achieved.
- C. A teacher on sabbatical leave shall receive a salary equal to one-half of the salary to which he/she would have been entitled had he/she remained in the school system for the period of the leave. For teachers, salary will be interpreted to mean the salary excluding supplemental payments for special assignments.

- D. Preliminary requests for a leave of absence shall be made in writing to the Superintendent of Schools on or before October 15 of the school year prior to the school year for which leave is requested. Final determination of the request for a leave of absence on the part of the Rochester School Committee shall be made no later than April 30 of the school year prior to the school year for which the leave of absence is requested.
- E. Before beginning the sabbatical leave, the teacher shall agree in writing to the Committee that, upon termination of such leave, he/she will return to service in the Rochester Public Schools for a period of at least two years and that, in default of completing such service, he/she will refund to the Town of Rochester an amount equal to such proportion of salary received by him/her on leave as the amount of service not actually rendered as agreed bears to the whole amount of service agreed to be rendered.
- F. A teacher returning from sabbatical leave shall be placed on the step of the salary schedule he/she would have attained had he/she remained in the Rochester Public Schools.
- G. If possible, on return to the Rochester Public Schools, a teacher will be assigned to the position that he/she held before leaving the Rochester Public Schools, otherwise an assignment will be made which is acceptable to both parties.
- H. Not more than one leave of absence shall be granted annually under the provisions herewith listed and Section 41A of Chapter 71 G.L.
- I. The Rochester School Committee may at its discretion terminate for just cause any Sabbatical Leave it has granted.

ARTICLE XIV - NONSCHEDULED TIME FOR TEACHERS

- A. All teachers shall have a daily planning period of at least forty-five (45) minutes per day. (Efforts will be made to equalize preparation time for all teachers.) Meetings and professional development will not be scheduled during the teacher's planning period. On early release days teachers will have a twenty-five (25) minute planning period.
- B. During the time that specialists conduct classes at the Memorial School, teachers so relieved by the specialists shall employ that time for class planning and other activities related to improving the students' education.
- C. Teachers will use one common planning period per month to participate in a Professional Learning Community.

ARTICLE XV - TEACHER EVALUATION

See Appendix C

ARTICLE XVI - LUNCH AND RECESS PERIODS

- A. The Rochester School Committee may, within budget limitations, retain aides whose services shall be assigned by the Principal.
- B. All teachers, unless necessitated by acts of an emergency nature, shall be granted a duty-free lunch period of not less than forty (40) minutes daily. In no event, will the lunch period be scheduled prior to 11:00 A.M.
- C. All teachers in the Rochester Public Schools shall assist, if necessary, with the supervision of students in the cafeteria, at the Principal's discretion and on a rotating basis.

On half days, teachers will have a twenty (20) minute duty free lunch. Note: On half days, professional development initiatives will begin twenty (20) minutes after the dismissal time for students. The time between student dismissal and the start of professional development will be duty free.

ARTICLE XVII – MATERNITY, ADOPTION, FMLA LEAVES

A. Maternity Leave

- 1. Recognizing the Committee's need to schedule substitute teachers, a teacher who becomes pregnant and desires maternity leave will make every effort to notify the Superintendent of her anticipated leave date as soon as practicable, and in accordance with M.G.L. c.149, §150D.
- 2. If such teacher has completed ninety-one (91) consecutive school days of active employment in the School System and has given two weeks' notice of her expected departure date and notice that she intends to return, she will be entitled up to eight (8) weeks' maternity leave without pay.

B. Family Medical Leave Act (FMLA)

The school district's leave policies shall be consistent with the requirements of the Federal Family Medical Leave Act of 1993 (FMLA), as amended.

In the case of maternity leave, leave under FMLA commences when an employee's maternity leave commences, and such FMLA leave shall run concurrently with maternity leave. From the commencement date of maternity leave through the following eight (8) week period, the employee taking maternity leave is allowed to use up to forty (40) sick days of leave, dependent on the actual number of work days occurring within the eight (8) week span. At completion of the eighth week, the employee is allowed unpaid FMLA leave for an additional four (4) weeks.

For all FMLA leaves of absence, including but not limited to maternity leave, the employer will continue to contribute its share of any applicable health insurance premiums during the entire twelve (12) week unpaid leave period provided for by FMLA.

Following expiration of the twelve (12) week unpaid leave period provided by FMLA, a teacher on extended leave of absence under this article may continue group health insurance coverage during the leave as provided to bargaining unit members not on leave by reimbursing the Treasurer of the Town of Rochester for one hundred percent (100%) of the cost of premium cost, unless said employee continues to be disabled due to childbearing/birth and is thereby eligible to continue to use sick leave benefits, either accumulated or provided by the Sick Leave Bank, or be placed on a Medical Leave of Absence. Failure to forward timely premium payments will terminate this option.

C. Extended Leave

In the event a teacher with professional status desires a leave without pay longer eight (8) weeks provided by statute, such leave without pay may be extended up to one (1) year for child rearing purposes, provided that the termination of such leave coincides with the beginning of a school year or a marking period. In order to implement this extension, the teacher must indicate her desire to do so, together with a firm date of her return to work, in her initial letter of application to the Superintendent of Schools for such notification stating the teacher will or will not return in September must be submitted no later than April 1, with the leave period.

Extended leaves of absence may be granted in the sole discretion of the Superintendent or his or her designee. A teacher on extended leave of absence under this Article (not subject to FMLA) may continue group health insurance coverage during the leave as provided to bargaining unit members do not leave by reimbursing the Treasurer for the Town of Rochester for one hundred percent (100%) of the premium cost. Failure to forward timely premium payments will terminate this option.

D. A teacher on maternity leave of absence, pursuant to this Article, shall, at the termination of such leave, be restored to the active employ of the Committee unless she would not otherwise have remained in such employ. On return to the Rochester Public Schools from Parental Leave, the teacher will be assigned to same or similar position held at the time the leave commenced. In determining the placement on the salary schedule of a teacher who returns from a maternity leave of absence, credit for a full year of teaching will be given on the salary schedule for the school year during which the leave began, if the teacher completed at least half the number of school days during said school year.

E. A professional employee with PTS or a professional employee without PTS who has completed one (1) full year of employment shall be entitled to an unpaid or paid leave if there is accumulated sick leave available for the period not exceeding eight (8) weeks for the purpose of adopting a child. Said employee must give to the employer at least two (2) weeks' notice, if possible, of the anticipated date of departure and intention to return.

ARTICLE XVIII - COMPENSATION AND OTHER CONDITIONS OF EMPLOYMENT

Subject to the provision of this Agreement, the wages, hours, and other conditions of employment applicable on the effective date of this Agreement, to the employees covered by this Agreement, shall continue to be so applicable as set forth in the Articles of this Agreement. It is the intent of the School Committee to keep the conditions, including those in Article XIV, as they exist now subject to the aforementioned contract provision.

ARTICLE XIX - REDUCTION IN FORCE AND RECALL

In the event that the School Committee deems it advisable to reduce the number of employees in the bargaining unit, the procedure set forth hereinafter shall apply.

- A. The Committee shall make every effort to accomplish said reduction by attrition.
- B. If, despite attrition, further reductions are necessary, no teacher with professional status shall be terminated or laid off if there are professional positions being filled by employees not under regular contract and/or who are on temporary status (e.g. employees filling in for professional employees on leave of absence).
- C. If, despite A and B above, such reduction may affect teachers with professional status, no teachers with professional status shall be terminated or laid off if said employee is certified to fill a position held by a teacher without professional status.
- D. Any further reductions of teachers with professional status will be made in the inverse order of seniority within the affected disciplines.
- E. A teacher with professional status reached for layoff will be allowed to bump an employee with the least seniority in another discipline subject to the following conditions;
 - 1. The senior teacher must have specialist certification in the area of bumping.
 - 2. The senior teacher must have taught in the specialty area.

Note: A part-time teacher with professional status can bump another teacher with professional status with the least seniority subject to E1 and E2 to the extent the senior teacher is currently employed. A part-time teacher with professional status can bump a full or part-time teacher without professional status subject to E1 and E2.

- 3. A full or part-time teacher with professional status can bump another full or part-time teacher with professional status with less seniority, subject to E.1 and E.2 above. A full or part-time teacher with professional status can bump a full or part-time teacher without professional status, subject to E.1.

F. For the purposes of this Article, the following definitions shall apply:

1. Disciplines

PreK (early childhood)
K-6 Classroom teachers
Art
Music
Physical Education
Special Needs
Speech
Reading
Adjustment Counselor
Social Worker
Library-Media Specialist
Science Lab Teacher
Nurse

2. Seniority - Seniority shall be defined as length of continuous service in the Rochester School System in a professional position covered by this contract commencing with the first date of employment. Part-time teachers shall accrue seniority on a pro rata basis (e.g., a teacher with a .8 assignment for a school year shall accrue .8 of a year's seniority). In the event of identical seniority, the time of service within the School System in a position not covered by the bargaining unit shall determine the order of seniority. In the event of further ties, the level of academic preparation as is outlined in Article V shall determine the order of seniority. If ties still exist, the School Committee will make the final determination.

3. Certification - Official credentials currently on file with the Massachusetts State Department of Education, Bureau of Teacher Certification, copies of which are on file in the Office of the Superintendent.

4. Seniority List - The Superintendent of Schools will, within 30 days of the execution of this Agreement, post a seniority list by discipline of all professional personnel covered by this contract. Personnel may appear on the seniority list in more than one discipline (as defined above) subject to the provisions set forth in Section E. The aforementioned seniority list shall be forwarded to the President of the Association and posted in the teacher's room. 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. Any employee who wishes to challenge his/her placement on the list shall so notify the Superintendent in writing. There will then be an informal meeting with the individual, the Superintendent, and a representative of the Association. If the

employee is dissatisfied with the disposition of the matter, a grievance may be filed.

5. Leaves of Absence - Unpaid leaves of absence provided in this Agreement and/or approved by the School Committee shall not be deemed to interrupt continuous service. Such leaves however will not be counted towards seniority.

Professional employees on leave of absence shall be eligible to be laid off as though they were actively employed.

G. Notification:

Written notification of pending layoff will be completed for the following year as soon as possible but not later than 15 days after the town budget has been established.

H. Recall Provisions:

1. Professional Employees who are laid off will be placed on the recall list for three (3) complete years from the effective date of layoff.
2. Professional Employees on the recall list shall be deemed to be on an involuntary leave of absence from the Rochester Public Schools for the duration of the recall period.
3. Professional Employees on the recall list will be recalled to vacancies in their last previous teaching discipline in the reverse order of their layoff. Professional Employees on layoff will be offered job openings in the reverse order of layoff in other disciplines in which they are qualified, subject to provisions of Section E, provided there is no one on the recall list for that discipline.
4. When a job opening occurs to which a Professional Employee is entitled to be recalled as set forth above, the appropriate employees on the recall list will be notified by certified mail at their last recorded address. Simultaneous notice may be made to two or more such teachers. Failure to accept certified mail shall not be deemed sufficient reason for failing to meet the necessary response date. Failure to respond to the Superintendent of Schools with a letter of acceptance of the offered position within fourteen (14) calendar days shall be considered a rejection of such offer, and the Professional Employee shall be dropped from the recall list, except that a failure to respond should the position not actually become available to the person notified shall not cause the person to be dropped from the recall list. Notwithstanding the above, a Professional Employee shall not be dropped from the recall list if they refuse a position which is not in the bargaining unit and/or is not equivalent in hours of employment to the position held immediately before being laid off. It shall be the responsibility of the employees on the recall list to inform the Office of the Superintendent of Schools, in writing, of changes in address. Professional Employees on the recall list shall have priority in filling job

openings as hereinbefore set forth. No new employees shall be hired to fill such job openings until all appropriate employees on the recall list have been offered the job opening pursuant to the provisions of Section H.3.

A teacher who was reduced from a full-time position and is on the Recall List may accept a part-time position and retain his/her eligibility to be recalled to a full-time position for the subsequent year; conversely, a teacher who was reduced from a part-time position and is on the Recall List may accept a full-time position and retain his/her eligibility to be recalled to a part-time position for the subsequent year.

5. Professional Employees on the recall list will be given first priority in filling substitute teaching vacancies to the extent that they indicate a willingness to substitute by accepting work when called.
6. Professional Employees on the recall list shall be entitled to membership in any group health or life insurance provided by the Town of Rochester, provided, however, that the employee pays the entire cost of such insurance pursuant to the requirements of the insurance carrier, and there shall be no contribution by the Committee or the town for such Professional Employee's insurance.
7. All benefits to which a Professional Employee was entitled at the time his/her layoff commenced, including unused accumulated sick leave, will be restored upon return and, he/she will be placed on the applicable salary schedule at the step attained when the involuntary leave began. Professional Employees filling temporary vacancies (as defined in Section 1B) and nontenured employees at the time of layoff due to reduction in force shall have no recall rights.
8. Except as set forth below, nothing in this Article shall act so as to diminish the rights of Professional Employees under Chapter 71, Sections 41 and 42 of the General Laws of the Commonwealth of Massachusetts. In recognition of the fact that a layoff is treated as an involuntary leave of absence in this Article, a Professional Employee who accepts such a leave in lieu of dismissal shall waive, in writing, any present rights to a dismissal hearing which he or she may have pursuant to Chapter 71, Section 42. A Professional Employee may elect to have his/her layoff treated as a dismissal in which case such Professional Employee shall be afforded his/her statutory rights. While said Employee does not waive, under this option, any contractual rights to challenge the layoff, said Employee does waive recall rights. In the event an employee is upheld and reinstated as a result of any legal and/or contractual action, the provisions of Section H.7 will apply to the reinstated employee except as otherwise determined by the courts or arbitrators rulings.

ARTICLE XX - RETIREMENT NOTICE AND COMPENSATION

1. A teacher is eligible for the Early Retirement Incentive Plan who:
 - Has been employed as a teacher in the employ of the Committee for not less than ten (10) school years as of the end of that contract year.
 - Is actively teaching in the Rochester Public Schools.
 - Submits to the Superintendent on or before January 1 of the year prior to the last school year in which he/she shall teach irrevocable written notice (Appendix A.3) stating his/her desire to resign or to retire pursuant to the Massachusetts Retirement System (M.G.L.c.32).
 - Resigns or retires from the Rochester Public Schools at the end of his/her last contract year.

A teacher who has completed ten (10) consecutive years of service in the committees employ and who notifies the superintendent in writing on or before January 1 of the year prior to the last school year in which she or he will teach shall receive at the time of retirement a lump sum of one (1) full day's pay for each five (5) days of accumulated sick leave over one hundred (100), up to the total accumulation of two hundred (200) days.

A teacher who has completed ten (10) consecutive years of service in the Committee's employ and who notifies the Superintendent in writing on or before January 1 prior to said retirement becoming effective, shall be entitled to a lump sum, determined on the basis of fifteen (\$15.00) per day for each unused sick leave day, not to exceed a total amount of seven hundred fifty dollars (\$750).

2. A teacher who will resign or retire under the rules and regulations of the Massachusetts Teachers Retirement System shall be granted a supplementary increment of one thousand (\$1,000) for service performed during the final year, if that teacher:
 - Has been employed as a teacher in the employ of the committee for not less than ten (10) school years as of the end of the contract year.
 - Is actively teaching the Rochester Public Schools.
 - Submits to the Superintendent irrevocable written notice (appendix A.3) stating his/her desire to resign or retire pursuant to the Massachusetts Teachers Retirement System (M.G.L.c.32) on or before August 1 preceding the teacher's last contract year.
 - Retires upon completion of that school year.
 - If the teacher dies while in service, payment shall be made to the teacher's estate.

ARTICLE XXI - LEAVE OF ABSENCE WITHOUT PAY

- A. The Superintendent may grant a leave of absence without pay for up to two (2) years for public service, career exploration, child care or other personal reasons. Application for such leaves shall be made in writing to the Superintendent of Schools by the March 1, preceding the school year during which such leave shall begin, and the Superintendent shall render his/her decision on the request, in writing, not later than the April 15, next following the application. The decision of the Superintendent to grant or not to grant such leave shall not be subject to the grievance and arbitration procedures of this Agreement.
- B. Leave of absence may be extended beyond two (2) years by the Superintendent of School for long term personal or family illness.
- C. A written notification stating the teacher will or will not return the next September must be submitted no later than the January 1, within the leave period.
- D. All benefits to which a teacher was entitled at the time said leave commenced, including unused, accumulated sick leave and seniority will be restored upon return and where feasible, the teacher will be assigned to same or similar position held at the time the leave commenced.

ARTICLE XXII - VACANCIES

- A. Vacancies shall be defined as vacant full and part-time professional Bargaining Unit positions which are vacant as a result of resignation, death, retirement, dismissal, transfer, or the result of a newly created position.
- B. A position to which a teacher has recall rights shall not be considered a vacant position. In other words, recall takes precedence over requests for transfers to vacant positions.
- C. Notice of all vacancies shall be posted at least seven (7) calendar days before the date when applications must be submitted. Teachers who desire to apply for such vacancies shall submit their applications in writing to the Superintendent or his/her designee within the time limits specified in the notice. In filling such vacancies, the Committee agrees to give due weight to the professional background and attainment of all applicants, and their seniority, as defined in this Agreement.
- D. Notification of any vacancies which occur during the summer vacation periods shall be forwarded to the President of the Association at least seven (7) calendar days prior to the final date of application.
- E. All appointments shall be made without regard to race, religion, national origin, sex, marital status.

ARTICLE XXIII - COMMITTEE RIGHTS

Under the laws of Massachusetts, the School Committee elected by the citizens of Rochester has final responsibility for establishing the educational policies of the Rochester Public Schools, for management of said schools and for directing their operation - a responsibility which includes the duty to maintain the public schools and such other educational activities as they find will best serve the interests of the Rochester Public Schools and to exercise such other authority, rights and powers conferred upon the Committee by the laws of Massachusetts and the rules and regulations of any pertinent agency of the Commonwealth.

ARTICLE XXIV - EFFECT OF AGREEMENT AND PRECEDENCE OF LAWS AND REGULATIONS

In administering all matters covered by this Agreement, the Committee and the Association are governed by the provisions of this Agreement and any existing or future laws and regulations and amendments thereto which may be applicable, and this Agreement shall at all times be applied in accordance with and subject to such laws and regulations. Should any provision of this Agreement be deemed to conflict with any such laws or regulations, it may become the subject matter of discussion by the parties hereto for the purpose of attempting to negotiate a substitute provision in compliance with the requirements of such law or regulations. Should any provision of this Agreement thus become invalid, the remainder of this Agreement shall remain in full force and effect.

ARTICLE XXV - TUITION FOR DEPENDENTS

The Rochester School Committee and the Rochester Teachers Association agree to allow children of currently employed bargaining unit members as of June 30, 2018 who do not reside in the Town of Rochester permission to attend the regular day program* of the Rochester Public Schools free of charge, as presented in the following chart:

Contract Year	Grades				
2018-19	K	3	2	4	* (* 1 open spot left)
2019-20	1	4	3	5	new K new K
2020-21	2	5	4	6	1 1 new K new K new K

For the purpose of the foregoing section, the regular day program is defined as the program funded under the Committee’s regular day budget. Resident children will have preference for placement in Reading Recovery. Teachers will use any available school choice program prior to seeking attendance under this article. The Association and building administration shall determine which members will participate under this Article.

On September 1, 2021, this Article will revert back to the following language:

Up to five (5) children of bargaining unit members who have attained professional status who do not reside in the Town of Rochester shall be permitted to attend the regular day program of the Rochester Public Schools free of charge. For the purpose of the foregoing section, the regular day program is defined as the program funded under the Committee's regular day budget. Resident children will have preference for placement in Reading Recovery. Teachers will use any available school choice program prior to seeking attendance under this article. The Association and building administration shall determine which members will participate under this Article.

ARTICLE XXVI - AFTER SCHOOL PROGRAMS

The director(s) of musical productions shall receive a single, annual stipend of one hundred and sixty dollars (\$160), if presentations are made away from Memorial School. The director(s) of plays which are performed at night shall receive a single, annual stipend of one hundred and sixty dollars (\$160). The director of the annual spring play which includes multiple rehearsals each week prior to the performance and is held at night shall receive a single, annual stipend of one thousand five hundred dollars (\$1,500).

ARTICLE XXVII - CLASS SIZE

The Committee and the Association recognize that class size is an important factor in providing a quality education. The Committee will make every reasonable effort to maintain the current class size. However, the Association recognizes that the final decision on matters relating to class size rests with the School Committee.

ARTICLE XXVIII - WORK SAMPLING

The current practice of teacher release time (one day per term) for activity associated with "Work Sampling" shall be continued and applicable only to the "Project Grow" Programs, provided that work sampling continues.

ARTICLE XXIX - DURATION OF AGREEMENT

This AGREEMENT shall be in effect up to and including August 31, 2021 and shall thereafter automatically renew itself for successive terms of one year unless by December 15, next prior to the expiration of the AGREEMENT year involved, either the Rochester Memorial Teachers' Association or the Rochester School Committee shall have given the other written notice of its intent to modify or terminate the AGREEMENT.

ARTICLE XXX - TUITION REIMBURSEMENT

- A. An Association member shall be eligible to apply for tuition and fee reimbursement under this article for courses beginning after December 1st of his/her second year of continuous employment at the Rochester Memorial School.
- B. The Assistant Superintendent will work with the Association to determine an equitable order for the dispersal of funds subject to the following sections contained in this Article.
- C. In order to qualify for tuition and fee reimbursement, the Superintendent must approve courses, both as to subject matter and accredited educational institute. Priority will be given to an Association member enrolled in a degree program in Computer Science, Masters of Education, CAGS, or another area approved in advance by the Superintendent.
- D. Applications for Tuition Reimbursement will be made before June 1st of the current fiscal year, by filing a Tuition Reimbursement Prior Course Approval form with the Superintendent and the Association's aforementioned subcommittee for review.
- E. The Superintendent shall notify the Association of course approval/denial within 14 calendar days of the date of application receipt. Any application not approved by the Superintendent shall include specific reason (2) for denial.
- F. In order to receive tuition and fee reimbursement, a member must provide documentation of successful completion of the course with a grade of 80% or B- equivalent. The member must agree to continue in the Committee's employ for one year following completion of the course and, in default thereof, refund to the Committee the amount received. Should a member receive financial aid for a course from some other source (e.g. grant, scholarship), she/he shall be eligible only for the difference between the tuition and fee for the course and the amount received from such other source, not to exceed the maximum benefit established in this Article.
- G. Tuition and fee reimbursement is subject to the allotment of funds budgeted for the tuition and fee reimbursement program, which shall be \$10,500 in 2012 and for each fiscal year thereafter throughout the duration of this agreement. Tuition and fee reimbursement shall be 75% of tuition and fees up to a maximum of \$750.00 per member, per fiscal year. However, a member may apply for 75% tuition and fee reimbursement in excess of such \$750.00 maximum if other members seeking tuition and fee reimbursement within such \$750.00 maximum, as set forth above, do not consume the annual allotment established above.
- H. For an Association member who is appointed less than full time, but at least .5 FTE, the \$750.00 maximum shall be applied on a pro rata basis.
- I. An Association member may not receive tuition reimbursement for any course or credits applied toward supermaximum compensation.

ARTICLE XXXI – MENTORING

As a component of the district-wide induction program, professional staff members new to our school district (protégé) are matched with a trained mentor.

All potential new members will be trained in the district training program. Ten professional development points will be awarded for attending mentoring training.

Trained mentors will be paid \$1,000 or 3 credits at the end of the school year upon completion of their work as a mentor and will be awarded 45 PDP’s upon completion of their work with their protégé, in accordance with Massachusetts Department of Elementary and Secondary Education recommendations.

Both the protégé and the mentor teacher will have coverage to observe each others’ classroom practices with prior permission from the principal.

Notification of no funding will be given prior to the beginning of the school year.

Time commitment: to receive full compensation and PDP’s an individual must attend monthly teacher induction meetings plus log an additional 18 hours of mentor/protégé work

IN WITNESS WHEREOF, the parties to this AGREEMENT have caused these present to be executed in their name and behalf by their agents hereunto duly authorized and their signatures to be affixed hereto as of the date and year so written.

ROCHESTER SCHOOL COMMITTEE

ROCHESTER MEMORIAL TEACHERS’
ASSOCIATION

By: _____
(Chairperson)

By: _____

(Co-Presidents)

Date: _____

Date: _____

**APPENDIX A
SALARY SCHEDULE**

18-19 SY Step	2% Bachelor's	B+15	Master's	M+15	M+30/CAG S	M+45/C+15	M+60
1	51,243	53,488	55,759	57,990	60,218	62,426	64,655
2	53,293	55,628	57,432	59,730	62,024	64,299	66,595
3	55,424	57,851	59,155	61,521	63,885	66,228	68,592
4	57,640	60,166	60,930	63,366	65,802	68,215	70,649
5	59,946	62,573	62,758	65,269	67,775	70,261	72,769
6	61,745	64,450	65,268	67,878	70,148	72,720	75,316
7	63,597	66,384	67,878	70,594	72,603	75,266	77,952
8	65,505	68,375	70,594	73,419	75,144	77,899	80,680
9	67,470	70,426	73,417	76,355	77,775	80,626	83,504
10	69,495	72,539	76,354	79,027	80,496	83,448	86,427
11	71,580	74,715	79,408	81,793	83,314	86,370	89,452
12	73,727	76,957	82,585	84,656	86,230	89,392	92,582
19-20 SY Step	1%-2.5% Bachelor's	B+15	Master's	M+15	M+30/CAG S	M+45/C+15	M+60
1	51,755	54,023	56,317	58,570	60,820	63,050	65,301
2	53,826	56,184	58,006	60,327	62,644	64,942	67,261
3	55,978	58,430	59,746	62,137	64,523	66,890	69,278
4	58,217	60,767	61,539	64,000	66,460	68,897	71,356
5	60,546	63,199	63,385	65,921	68,453	70,963	73,497
6	62,362	65,094	65,920	68,557	70,850	73,447	76,069
7	64,233	67,047	68,557	71,300	73,329	76,018	78,732
8	66,160	69,058	71,300	74,153	75,896	78,678	81,487
9	68,145	71,130	74,151	77,119	78,553	81,432	84,339
10	70,190	73,265	77,118	79,817	81,301	84,283	87,291
11	72,295	75,462	80,202	82,611	84,147	87,233	90,346
12	75,570	78,881	84,650	86,772	88,386	91,627	94,897
20-21 SY Step	1%-2.5% Bachelor's	B+15	Master's	M+15	M+30/CAGS	M+45/C+15	M+60
1	\$52,273	\$54,563	\$56,880	\$59,156	\$61,428	\$63,681	\$65,954
2	\$54,364	\$56,746	\$58,587	\$60,931	\$63,271	\$65,591	\$67,933
3	\$56,538	\$59,014	\$60,344	\$62,758	\$65,169	\$67,559	\$69,971
4	\$58,799	\$61,375	\$62,154	\$64,640	\$67,125	\$69,586	\$72,069
5	\$61,151	\$63,831	\$64,019	\$66,581	\$69,137	\$71,673	\$74,231
6	\$62,986	\$65,745	\$66,580	\$69,242	\$71,558	\$74,182	\$76,830
7	\$64,875	\$67,718	\$69,242	\$72,013	\$74,062	\$76,779	\$79,519
8	\$66,822	\$69,749	\$72,013	\$74,894	\$76,655	\$79,465	\$82,302
9	\$68,826	\$71,841	\$74,892	\$77,890	\$79,338	\$82,246	\$85,183
10	\$70,891	\$73,997	\$77,889	\$80,615	\$82,114	\$85,126	\$88,164
11	\$73,018	\$76,217	\$81,004	\$83,437	\$84,988	\$88,106	\$91,250
12	\$77,459	\$80,853	\$86,766	\$88,942	\$90,595	\$93,917	\$97,269

APPENDIX A.1

Reduction in Force Form Letter to be used for full or part-time employees who are being reduced completely.

Dear _____:

This is to notify you that the Rochester School Committee intends to vote on your dismissal on _____ to be effective at the end of the school year.

The Committee has deemed it necessary to reduce the instructional staff under the provisions of Article XIX. This action in no way reflects upon your years of satisfactory service as a member of our Professional Staff.

In order to protect your teacher with professional status status during the three (3) year recall period, you can opt to have your layoff treated as an involuntary leave of absence without pay by executing the waiver set forth below and returning the letter to this office. This is in accordance with the provisions of Article XIX of the Collective Bargaining Agreement between the Rochester School Committee and the Rochester Memorial Teachers' Association. Said waiver will also allow you recall rights under the contract.

If you so opt, the School Committee will not vote to dismiss you but will place you on an involuntary leave of absence from which you may be recalled in accordance with Section H of Article XIX. Such a vote of dismissal will be postponed until the end of the recall period if you have not been recalled in the interim.

If the letter is not executed and returned by _____, we will assume that you have elected to have your layoff treated as a dismissal pursuant to Massachusetts General Laws, Chapter 71, Section

In consideration of treating my layoff as an involuntary leave of absence without pay and without loss of teacher with professional status or contractual rights, I agree not to exercise any present rights that I have under Massachusetts General Laws, Chapter 71, Sections 42, 42A, 43A or Chapter 32, Section 16, during the recall period.

Signature

Date

APPENDIX A.2

Reduction in Force Form Letter to be used for full or part-time employees who are being partially reduced.

Dear _____:

This is to notify you that the Rochester School Committee intends to vote on your dismissal on _____ to be effective at the end of the school year.

The Committee has deemed it necessary to reduce the instructional staff under the provisions of Article XIX. This action in no way reflects upon your years of satisfactory service as a member of our Professional Staff.

In order to protect your recall rights during the three (3) year recall period, you can opt to have your layoff treated as an involuntary leave of absence without pay by executing the waiver set forth below and returning the letter to this office. This is in accordance with the provisions of Article XIX of the Collective Bargaining Agreement between the Rochester School Committee and the Rochester Memorial Teachers' Association.

If you so opt, the School Committee will not vote to dismiss you but will place you on an involuntary leave of absence from which you may be restored to your original time in accordance with Section H of Article XIX. Such a vote of dismissal will be postponed until the end of the recall period if you have not been recalled in the interim.

If the letter is not executed and returned by _____, we will assume that you have elected to have your layoff treated as a dismissal pursuant to Massachusetts General Laws, Chapter 71, Section 42.

In consideration of treating my layoff as an involuntary leave of absence without pay and without loss of contractual rights, I agree not to exercise any present rights that I have under Massachusetts General Laws, Chapter 71, Sections 42, 42A, 43A or Chapter 32, Section 16, during the recall period.

Signature

Date

APPENDIX A.3

Dear Dr. White:

With this letter I give notice that I desire to resign or to retire pursuant to the Massachusetts Teachers' Retirement System (M.G.L.c.32), to be effective at the end of the contract year _____. I understand that this notice is irrevocable.

Sincerely yours,
Signature
Typed Name
Date

APPENDIX A.4

TEACHER SERVICE COMPENSATION

All members of the Bargaining Unit shall receive the full benefit of Teachers Service Compensation (Article VII) as provided therein, with the following exceptions:

1. Part-time bargaining unit members hired after May 1, 1985, who are employed on a less than fifty percent (50%) basis by the Rochester School Committee during a school year in which Article VII shall have effect, shall receive fifty percent (50%) of the benefit as provided in Article VII.
2. Any bargaining unit member whose position has been reduced as a result of his/her own request, and such service remains part-time during a school year in which Article VII shall have effect, shall receive the benefit provided in Article VII on a pro rata basis.
3. Any part-time bargaining unit member who is also employed by the Marion School Committee, the Mattapoisett School Committee, or the Old Rochester Regional School District School Committee, and is receiving a Teacher Service Compensation benefit from such other above cited employer during a school year in which Article VII shall have effect, shall have the benefit applied in the following manner.

The employee shall receive an amount of compensation which, when added to the compensation of the other employer(s), shall not exceed the highest service compensation benefit provided by the applicable Collective Bargaining Agreements, provided, however, that in no case shall the amount of compensation from Rochester be less than the pro rata amount of compensation of Article VII.

APPENDIX B

**Teacher Service Compensation
Stipend Schedule**

<u>Number of Years</u>	<u>Stipend</u>
10	500.00
11	565.00
12	630.00
13	695.00
14	760.00
15	825.00
16	890.00
17	955.00
18	1,020.00
19	1,085.00
20	1,150.00
21	1,215.00
22	1,280.00
23	1,345.00
24 or more	1,400.00