

AGREEMENT

Between

THE MASCONOMET REGIONAL SCHOOL DISTRICT

AND

THE MASCONOMET ASSOCIATION OF PROFESSIONAL  
SCHOOL ADMINISTRATORS

Boxford, Massachusetts

TABLE OF CONTENTS

<u>Subject</u>	<u>Page</u>	
Article I	Agreement	3
	Section A: Parties to the Agreement	3
	Section B: Term of Agreement	3
	Section C: Renewal of Agreement	3
Article II	Dues	3
	Section A: Dues Deduction	3
Article III	Grievances	3
	Section A: Grievance Procedure	3
	Section B: Grievance Resolution	4
Article IV	Duties, Work Periods, and Assignments	4
	Section A: Liability	4
	Section B: Absentee Replacement	4
	Section C: Work Period Requirements	5
	Section D: Assignments	5
Article V	Vacancies	6
	Section A: Permanent Vacancies	6
Article VI	Benefits	6
	Section A: Sick Leave	6
	Section B: Other Leaves	7
	Section C: Sabbatical and Jury Leave	9
	Section D: Reimbursements	10
	Section E: Other Programs	10
Article VII	Salaries and Conferences	11
	Section A: Salaries	11
Article VIII	Salary Policy	11
	Section A: Payments	11
	Section B: Conferences	12
Article IX	Benefits	12
	Section A: Ins., Hospitalization Benefits, & Credit Union	12
	Section B: Payroll Deductions	13
	Section C: Notification of Resignation or Retirement	13
	Section D: Extra Workdays	14
	Section E: Evaluation and Supervision	14
	Section F: Personnel Files and Complaints	14
Article X	Reservations	15
Article XI	Memorandum of Agreement	16
Appendix A	Salary Scale	17

## ARTICLE I – AGREEMENT

### SECTION A – PARTIES TO THE AGREEMENT

1. This Agreement is made between the Masconomet Regional School District, hereinafter referred to as the "District," and the Masconomet Association of Professional School Administrators, hereinafter referred to as the "Association."
2. a. The District recognizes the Association as the exclusive bargaining representative of the administrative personnel, hereinafter referred to as "Administrators."  
  
b. The Association will be composed of Assistant Principals, Directors, Department Administrators, and Team Chairs excluding confidential and managerial and all other employees. The Association will be referred to as the Leadership Team.  
  
c. If additional administrative positions are established, the District will meet and confer with the Association to determine whether the positions should properly be included in the unit.  
  
d. The District agrees to notify the Association prior to any vote to eliminate an Association unit position due to administrative reorganization, consolidation, or reduction in force, and will meet and confer with the Association over any problem arising from the proposed elimination in conformity with G.L. c. 150E.

### SECTION B- TERM OF AGREEMENT

1. This Agreement becomes effective July 1, 2022, and will be in effect until midnight of June 30, 2025.

### SECTION C - RENEWAL OF AGREEMENT

1. Negotiations for an extension or modification of the Agreement will commence on or before February 1, 2025, or on a date mutually agreed upon. It is agreed that the Association, on or before February 1 of any year during the term of this Agreement, may reopen negotiations for salary only. All other sections of the Agreement may not be reopened except by mutual agreement.

## ARTICLE II - DUES

### SECTION A - DUES DEDUCTION

1. The Association may secure authorizations for the deduction of Association dues. Upon receipt of the authorizations, the District will request the Treasurer of the Masconomet Regional School District to deduct such dues and transmit same in sum total upon collection accompanied by a listing detailing names and individual amounts deducted to the Association.
2. The Association agrees that it will indemnify and save the District harmless from any and all liability, claim, responsibility, damage or suit which may arise out of any action taken by the District in accordance with the terms of this Article or in reliance upon the authorization described herein, in an amount not to exceed the sum received by the Association on account of the deductions made from the earnings of such Administrator.

## ARTICLE III - GRIEVANCES

### SECTION A - GRIEVANCE PROCEDURE

1. A grievance is, hereby, defined to mean a complaint by an Administrator or group of Administrators

based upon an alleged violation of the specific terms of this Agreement.

2. Grievances must be filed within ten (10) days of the day when an Administrator can reasonably be expected to know of the violation. Failure to present a grievance within ten (10) days waives the right to submit the grievance.
3. At the option of the aggrieved, grievances pending or which may arise during the summer recess will be held in abeyance until the inception of the subsequent school term.
4. Failure at any level of the procedure to communicate the decision within the specified time limitations to the grievant and to the Association will permit the aggrieved to proceed to the next level. Failure to appeal a timely decision to the next level within the specified limitation will be deemed to be an acceptance of the decision so rendered unless the District and the Association have mutually agreed to extend or suspend the time limitation.
5. The Administrator may present a grievance without representation by the Association, the disposition, if any, of the grievance will be consistent with the provisions of the Agreement. The Association will be permitted to be heard at each level of the procedure under which the grievance will be considered.

#### SECTION B - GRIEVANCE RESOLUTION

1. a. Level One: The grievant will initially discuss the problem with the immediate supervisor with the object of resolving the differences informally. Failing resolution, a written grievance may be presented to the Superintendent of Schools specifying the contract provisions allegedly violated.  
  
b. Level Two: Within five (5) school days after the receipt of a written grievance, the Superintendent or designee shall meet with the aggrieved and Association in an effort to resolve the matter. The Superintendent will respond to the aggrieved and the Association in writing within the five (5) subsequent school days. Non-acceptance of the position taken by the Superintendent or the failure to receive the response within the five-day limitation will permit the submission of the written.  
  
c. Level Three: If the decision of the Superintendent is unacceptable or if no response has been received, the Association may submit the matter to the American Arbitration Association within the ten (10) succeeding school days.
2. The Arbitrator will be without power or authority to make any decision either prohibited by law, or to add to, alter, or modify this Agreement.
3. The decision of the Arbitrator will be in writing and will set forth findings of fact, reasoning, and conclusions of the issues submitted.
4. The cost of the Arbitrator's services will be borne equally by the District and the Association.

#### ARTICLE IV –DUTIES, WORK PERIODS, and ASSIGNMENTS

##### SECTION A – LIABILITY

1. Administrators required to collect and transmit monies to be used for educational purposes will not be held responsible for the loss of any portion of monies so collected, except in cases of gross negligence.

##### SECTION B- ABSENTEE REPLACEMENT

1. A central office system will be maintained to receive notice of absenteeism of Administrator and to provide the necessary substitute.

SECTION C -WORK PERIOD REQUIREMENTS

1. The Administrator's work year will consist of 194 workdays; however, the work year of the High School Assistant Principals and Athletic Director will consist of 204 workdays. For all administrators, three workdays each year are to be used for curriculum related projects and/or unexpected administrative requirements that may occur during traditional vacation periods. Use of these days will be done in consultation with the Superintendent. If one or more of these three is scheduled by the superintendent, the superintendent shall give administrators 120 calendar days' notice prior to the assignment of each of these three days. If by March 1<sup>st</sup> of the current year fewer than 3 of these days are designated by the superintendent, the administrator shall propose to the superintendent the three work days/dates and their purpose.
2. Each Administrator will be granted 1/2 hour duty-free daily lunch periods.
3. The formula for determining a Department Administrator's or Director's teaching assignment(s) will be adjusted to provide that, regardless of the size of a given department, the Department Administrator will have at least one period free each semester.

Each Department Administrator or Director will receive a teaching assignment according to the following formula:

<u>No. of Teachers (FTE)* Supervised</u>	<u>Teaching Assignment</u>	
1 - 6.5	4	
6.6 - 12.5	3	
12.6 - 18.5	2	
18.6 - 24.5	1	*FTE = Full Time Equivalent
24.6 or greater	0	

SECTION D – ASSIGNMENTS

1. Overloads: A Department Administrator may, by mutual agreement, take more than a normal load for an extended period of time. The amount of additional compensation will be determined as follows: If the Department Administrator teaches an overload, daily salary for each additional class will be the per diem rate of the Department Administrator's annual salary divided by five (5).
2. Coaches shall be counted as .33 FTE of a teacher in determining the Director of Athletics' teaching schedule.
3. Tutors shall be computed at .33 FTE of a teacher in determining a Department Administrator's teaching assignment.
4. In the event an Administrator shall hold the position of District ELL Coordinator, this assignment shall be counted as a 0.2 FTE in determining an Administrator's teaching assignment.
5. In the event an Administrator shall hold the position of Director of Digital Learning, this assignment shall be counted as a 0.3 FTE in determining an Administrator's teaching assignment.
6. If, because of Administrative reorganization, reduction in force, illness, or any other reason not related to poor performance, an Administrator is involuntarily reassigned to full time teaching; this person will be assigned to the teaching force in his/her field of certification and experience. Seniority credit projected from the original date of employment by the District will accompany the assignment to teacher status on the teachers' salary schedule at a level, which reflects years of employment,

educational attainment and merit status. The Administrator will be entitled to recall to the previously held administrative position if it is re-established within five (5) years.

7. The Performing Arts Department Chair assignments shall include coordination of the after-school instrumental music instructional program. This assignment will constitute a 0.2 FTE.

## ARTICLE V – VACANCIES

### SECTION A – PERMANENT VACANCIES

1. Permanent vacancies within the school system in the Association covered by this Agreement will be posted for a minimum of fifteen (15) days prior to the vacancy being filled except for the months of July and August when permanent vacancy will remain open for a time sufficient to give Association members a reasonable opportunity to apply for the position.
2. The qualifications necessary to adequately fulfill the demands of such position will be contained on the posted notice in addition to classification title and salary.
3. The District agrees to give consideration to the professional background and qualification when Administrators from within the system apply for another opening in the Association; but it is recognized that the final decision as to the filling of such vacancies is in the discretion of the District, and is not subject to the grievance or arbitration provisions of this Agreement.

## ARTICLE VI – BENEFITS

### SECTION A - SICK LEAVE

1. The annual sick leave allowance for all Administrators will be fifteen days each school year commencing as of the first official day of each school year. In cases of merit the Superintendent may allow sick leave days beyond the limits described herein. Unused sick leave days are cumulative from year to year as of the beginning of the school year, to a maximum of the number of days set forth in Article IV, Section C, #1 as the administrative work year for that Employee. Except on reinstatement after a specifically enumerated leave of absence, no sick leave credit for prior employment will be allowed to any Administrator rehired after a termination of service. Administrators whose services are terminated for any reason will not be entitled to compensation in lieu of any sick leave not taken.
2. An Administrator whose term of employment with the District begins after the first month of the school year will have his/her sick leave computed on a pro-rate basis, at the rate of one and one-half (1-1/2) days for each month of the school year remaining.
3. The term "sick leave" as herein used will mean personal illness of the Administrator, and/or disability of the Administrator caused by accident.
4. Each Administrator will receive a written accounting of all his/her accumulated sick leave days no later than the initial paycheck of each school year.
5. In addition to personal illness or injury, initial or accumulated sick leave may be utilized for the following purposes, provided, however, such leaves result from individual Administrator responsibility, and said Administrator will, upon request, supply proof of such responsibility.
  - a.) Leaves of up to three school days due to emergency illness or injury in the immediate family requiring an Administrator to make arrangements for necessary medical and/or nursing care. The term "immediate family" will apply to spouse, parent, sister, brother, or child of either the Administrator or his/her spouse, or other member of the immediate household.

- b.) Additional days for emergency illness or injury as stated in paragraph (5a) may be granted by the Superintendent at his/her discretion with as much advance notice as possible.
  - c.) Any other reason approved by the Superintendent with as much advance notice of the intended absence being given as is possible.
6. Major Disability is defined as an illness or injury resulting in fifteen (15) consecutive days of absence from work, and applies only to tenured Administrators with professional status. In such cases where an Administrator with professional status has exhausted his/her personal accumulated sick leave, the District will authorize an addition to the Administrator's accumulated sick leave of one-half day for each of the first ninety-two (92) days of sick leave accumulated as of the first day of the illness or injury. For every day of sick leave accumulated above ninety-two (92) days as of the first day of the illness or injury, the District will grant an additional one-day's credit, instead of one-half day's credit, for such additional days. The District reserves the right to have an Administrator absent due to Major Disability examined at District cost by a physician mutually agreed upon by the parties to this agreement.

### SECTION B – OTHER LEAVES

1. The following leaves are paid days and will not be deducted from initial or accumulated sick leave, and are exclusive of each other. Additional time for the following, or leaves for other reasons, may be approved by the Superintendent with as much advance notice of the intended absence being given as is possible:
  - a.) Administrators will be allowed a total of up to five (5) consecutive calendar days' bereavement leave for each death in the immediate family as defined in Article VI, Section B, # 5a subject to the approval of the Superintendent. Such leave shall not be deducted from accumulated sick leave days, or from personal days. For the purposes of this leave, expansion of the above-defined "immediate family" may be granted at the discretion of the Superintendent.
  - b.) An administrator may be allowed a maximum of three (3) days' absence each school year for personal business or legal obligations which could not be conducted outside of school hours. Written applications for such absence must be made at least twenty-four (24) hours before the taking of such time, except in the case of an emergency, and must be approved by their supervisor. Such approval will not be unreasonably withheld. Any personal days, which are not used, will be added to the accumulated sick leave days of the individual.
  - c.) Administrators will be allowed a leave of absence for recognized religious holidays, at the discretion of the Superintendent.
2. The District agrees, at a minimum, to comply with all Federal and State laws regarding leave for military duty.
3. Administrators who are absent for reasons other than those cited above, or for their own convenience, but with the prior approval of the Superintendent, will have deducted from their pay for each day of such absence, the amount required to pay for their substitute for each day of such absence.
4. Administrators absent for reasons other than those cited above, or for reasons not approved by the Superintendent will have their per diem salary deducted for each day of such unapproved absence.
5. a. A leave of absence without pay may be granted, at the discretion of the Superintendent, consistent with the maintenance of proper balance of staffing of the school, to any Administrator for the reasons following:
  - 1.) Approved study
  - 2.) Approved travel
  - 3.) Teaching abroad

- 4.)Health
- 5.)Service in the Peace Corps
- 6.)Maternity and Child Rearing (as set forth in Article VI, Section B, #6)
- 7.)Military or Naval Service (as set forth in Article VI, Section B, #7)
- 8.)Leave of Absence for personal reasons not to exceed one calendar year.

- b. All benefits to which an Administrator on leave of absence, for any of the above reasons, was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, will be restored to him/her upon his/her return; and he/she will be assigned to the same position which he/she held at the time said leave commenced, if available, or, if not, to the most substantially equivalent position then available.
  - c. Reasonable notice of intent by an Administrator to request a leave of absence under this section will be given the District in writing, as early as possible, but in no event, not later than April 1, of the school year preceding the school year for which the leave of absence is to be effective. The written notice will specify the purpose for which the leave is desired, the length of the leave, and if for study or teaching abroad, the areas of training and anticipated teaching assignment.
- 6. a. An Administrator, who desires child-rearing leave, must request and will be granted a leave of absence by the District. This request should be presented to the Superintendent with as much advance notice as possible, but in no case less than 30 days prior to the proposed effective date of such requested leave, and should include an estimated date of return.
  - b. If, in the judgment of the Superintendent, there is concern for the health and welfare of the Administrator in view of the administrative assignment, such Administrator may be requested to provide a certificate from a physician stating the physician's opinion concerning a desire to continue employment through to the effective date of the leave of absence. Without a physician's approval, the Superintendent may request a "hold harmless" statement from the employee.
  - c. An Administrator on child rearing leave and desiring to resume active service with the District must notify the Superintendent in writing by an April 15th date that is no later than two (2) years following the commencement of the leave. The Superintendent may request a report from the Administrator's physician certifying the Administrator's capability to perform the duties of the position to which she is to be reinstated.
  - d. An Administrator serving the District not less than ninety-three (93) days of the school year in which the maternity leave was in effect will be credited with a full school year of employment for record-keeping purposes.
- 7. a. In accordance with the General Laws of Massachusetts, Chapter 708 of the Acts of 1941 as amended by Chapter 580 of the Acts of 1964, such leave extends either, "two (2) years after date of discharge following four (4) years of service, or two (2) years after a discharge date following a period of additional involuntary military or naval service beyond the four (4) year period." Upon written request to the Superintendent within the two (2) years after the termination of such service, the Administrator will be reinstated or reemployed in the same or similar office or position held at the time of enlistment or conscription, provided that if so required by the Superintendent, he/she files the certificate of a registered physician stating that he/she is not disabled or incapacitated for performing the duties of the office or position.
  - b. Upon the immediate return, the salary of the Administrator granted leave under this section will be the same as he/she would have received had the period of his military or naval service been spent in the Masconomet Regional School District.
- 8. Other leaves of absence without pay or increment or extension beyond stated sick leave may be granted in exceptional circumstances at the discretion of the Superintendent. The exercise of this discretion, or



refusal to so exercise it, will not become a grievance or be subject to the Grievance Procedure in the Agreement.

9. All requests for extensions or renewals of leaves will be filed with the Superintendent (in writing) a reasonable time before the leave is scheduled to expire. The Superintendent will act within a reasonable time of receipt of the request and will notify the Administrator (in writing) of the decision, together with the reasons for such action.
10. The privilege of sabbatical leave may consist of one (1) year or one-half (1/2) year and may be granted to a member of the administrative staff after seven (7) consecutive years of service as an Administrator in the Masconomet Regional School District. On recommendation by the Superintendent, the School Committee may permit members of the administrative staff to take sabbatical leaves for the purpose of self-improvement and benefit to the school. The granting of sabbatical leave will be discretionary with the School Committee and will not be subject to the Grievance Procedure as defined in this Agreement.

### SECTION C – SABBATICAL AND JURY LEAVE

1. The purpose of the District's policy on sabbatical leave is three-fold:
  - a.) Recognition of professional excellence.
  - b.) Encouragement of professional growth for all members of the professional staff.
  - c.) Improvement of the Masconomet Regional School District.
2. The granting of a sabbatical leave will be predicated upon demonstrable professional growth and promise as evidenced by recommendations of superiors; award of scholarships, fellowships, or grants; participation in a graduate program leading to a higher degree, certificate, or academic concentration.
3. In implementing sabbatical leave, the following guidelines will be observed:
  - a.) Sabbatical leaves may be combined with programs of study, research, writing, or travel which are financed by outside non-commercial agencies such as universities or foundations.
  - b.) A member of the professional staff who has been granted a sabbatical leave will serve for an additional seven (7) years before being eligible for consideration for a second sabbatical leave.
  - c.) Preliminary requests for sabbatical leave will be made in writing to the Superintendent before October 1 of the school year proceeding the school year for which the leave is requested.
  - d.) Final application for sabbatical leave will be made on or before February 1 or as agreed upon by the Superintendent and the applicant. The applicant will provide with his application a detailed sabbatical leave plan to include a complete statement of aims and objectives and the procedures whereby these aims and objectives are to be achieved.
  - e.) Prior to the granting of such leave, the applicant will enter into a written agreement with the District that following the expiration of the sabbatical leave period, he/she will return to active service in the Masconomet Regional School District for a period equal to twice the length of such leave, and that, in default of completing such service, he/she will refund to the District an amount equal to such proportion of salary received by him/her while on leave as the amount of service not actually rendered as agreed upon bears to the whole amount of service agreed to be rendered.
  - f.) Members of the professional staff on sabbatical leave will retain those rights of salary, tenure, seniority, and all other rights which would otherwise be theirs if they were actively administrating in the system during the period of said leave.
  - g.) The Superintendent in making recommendations to the School Committee and the School

Committee in considering these recommendations for sabbatical leave, will take account of the number of persons on the professional staff making application, the effect of the absence of these persons upon the school and the relative benefits to the Masconomet Regional School District of the various plans for sabbatical leave which may be granted.

- h.) The District will pay a salary to the applicant during the period of such approved leave, equal to fifty (50) percent of the salary of the Administrator involved. In exceptional cases, the Committee may grant more than this amount.
  - i.) Nothing in this section is to be interpreted as guaranteeing a sabbatical leave to any member, or group of members, of the professional staff. The District reserves the right to limit the number of such leaves to be granted in any given school year.
4. a. A leave of absence will be granted for Administrators called to Jury Duty. An Administrator granted leave under Jury Leave shall be paid his/her regular compensation for the period of such leave, less the compensation received by him/her for serving on the Jury.
- b. All requests for such leave must be made in writing to the Superintendent as far in advance as possible, so that appropriate steps can be taken to secure a substitute for such person while on such leave.

#### SECTION D - REIMBURSEMENTS

1. The District will reimburse up to \$100.00 beyond health insurance coverage for:
- a.) An annual physical examination of each Administrator age 40 or over; or
  - b.) A biannual physical examination of an Administrator under age 40.
2. Tuition Reimbursement: If money is provided in the budget, members of the Masconomet Association of Professional School Administrators will be reimbursed a portion of the cost of the course for all graduate courses in which tuition is paid, based on the following guidelines:
- Each year, a member of the Masconomet Association of Professional School Administrators must notify the Superintendent of his/her intention to seek reimbursement for a qualifying graduate course no later than May 30<sup>th</sup> for courses being offered between July 1<sup>st</sup> and June 30<sup>th</sup> of the following year.
  - Once a member of the Masconomet Association of Professional School Administrators presents a transcript indicating that the approved course was completed with a grade of at least "B", he/she will be reimbursed up to \$500 per course for a maximum of two (2) courses per person per year. However, no member of the Masconomet Association of Professional School Administrators may be reimbursed for a second course in any one year until everyone who has taken a course receives reimbursement for one course.
  - Budgeted course reimbursement funds not encumbered by May 30<sup>th</sup> of each year may be redistributed among members of the Masconomet Association of Professional School Administrators who have taken a second approved graduate course, but who have not received reimbursement for it. All documentation for course reimbursement must be received by the Accountant no later than June 30<sup>th</sup>.

#### SECTION E – OTHER PROGRAMS

1. Members of the Masconomet Association of Professional School Administrators will be offered the right of first refusal to administer any Community School Programs developed by and for the Masconomet Regional School District. Administrators of Community School Programs will be compensated beyond their standard contract and any stipend positions.

## ARTICLE VII - SALARIES AND CONFERENCES

### SECTION A - SALARIES

1. Professional staff members in the Association will be compensated in accordance with the provisions set forth in Appendix A.
2. Any administrator who wishes to move columns in accordance with the Administrators' Salary Guide will be required to submit evidence of his/her degree or graduate credit levels prior to December 15 of the year proceeding the school year in which the administrator seeks payment for the level of degree or graduate credit attained.
4. All requests for payment based upon degree or graduate credits will be submitted to the Superintendent for review and approval. The Superintendent will retain the right to deny initial approval of submitted degree or graduate credit in order to assure that the submitted credits meet generally accepted standards in the academic community. Approval of such credit by the Superintendent will not be unreasonably withheld.
5. Initial placement on the Guide will be at the discretion of the Superintendent.
6. In addition to the above, the District may at its discretion award separate stipend contracts to Association members for additional duties and responsibilities. The grant of such contracts, and their terms and conditions, will neither be subject to collective bargaining, nor constitute a precedent or requirement for granting any other individual a stipend contract or terms and conditions different from those provided herein. The awarding of a stipend contract will not affect that person's membership in the Association.
7. The parties agree that Department Administrators may fill stipend positions not to exceed 16 points on the stipend chart as listed in the Masconomet Teachers' Association Agreement.
8. Any member of the Association who receives an additional stipend will have such monies incorporated into his/her overall contract salary amount--e.g. coaching, band directing, Math Team, Driver Education, Transportation Coordinator, etc. All stipends and/or extra minutes paid to an Administrator are an integral part of the Administrators regular contract and are added to the Administrator's salary to determine total annual salary. COLA increases are not applicable to stipends unless specified.
9. Salaries for all Administrators will reflect a work year as outlined in Article IV, Section C, #1 of this Agreement.

## ARTICLE VIII – SALARY POLICY

### SECTION A - PAYMENTS

1. Salary payments for 194-day employees will be made every other Thursday effective with the school year beginning September 1, resulting in twenty-six (26) payments for the school year extending from September 1 to August 31. Salary payments for 204-day employees will be made every other Thursday starting the first regular pay in July, and extending for twenty-six (26) payments through June.
2. The salary of each Administrator will be deemed fully earned as of the close of school in June, notwithstanding the division of the salary into twenty-six (26) equal installments.
3. Administrators notifying the Superintendent in writing on or before March 1 will receive their July and August pay checks on the last scheduled working day.

4. To the extent that funds are available, Administrators will have the same option provided they notify the Superintendent in writing of their intentions on or before June 1. If funds are not available, payment will be made as soon as possible.
5. An Administrator who enters the employ of the District at any time subsequent to the start of the school year will have his/her pay calculated as follows: per diem of the annual salary rate multiplied by the number of days not present will be deducted from the full amount of the annual salary.

## SECTION B - CONFERENCES

1. The District will pay reasonable expenses including registration fees, meals, transportation, and lodging (when appropriate) incurred by Administrators who attend workshops, seminars, conferences, or other approved professional improvement meetings at the request and with the advance written approval of the Superintendent and their supervisor, provided, however, that such travel and other expenses have been provided for and are expendable in the maintenance and operating budget of the school.
2. Attendance of Administrators at national professional conferences will be determined by the Administration only after careful screening of conference programs in order to relate such conference attendance to those that have relevance to Masconomet's educational needs. Approval of such national conference attendance will be made only after careful evaluation of all requests submitted to the Principal and to the Superintendent. Administrators may expect to receive approval for such national conference attendance no more often than every other year.
3. Administrators requesting reimbursement from the District under this section will, prior to payment, submit to the Superintendent a voucher individually listing the expenses together with supporting evidence of the expenditure for which reimbursement is sought and the date and name of the Administrator granting approval for the expenses.
4. Any Administrator who used his/her own automobile for approved School business will be reimbursed for mileage at the IRS rate.

## ARTICLE IX – BENEFITS

### SECTION A - INSURANCE, HOSPITALIZATION BENEFITS, AND CREDIT UNION

1.
  - a. The District agrees to pay seventy-seven (77) percent of the cost of a term life insurance policy. The death benefit of the policy will be an amount equal to the Administrator's current annual salary or fifty thousand (\$50,000) dollars, whichever is less.
  - b. The Regional School District will pay the following contributions in the years stated below for the cost of the Health Insurance Plan:  
  
Effective July, 1, 2016, the District will pay sixty-nine (69) percent of the cost of the PPO Plan and seventy-four (74) percent of the cost of the HMO Plan.  
  
The Administrator's share will be deducted from payroll checks for participating members upon receipt of the proper authorization.
  - c. The Regional School District agrees to pay the following rates:  
  
Seventy-two and a half (72.5) percent for the cost of the PPO and HMO Plan in effect for all currently retired professional staff members and for any future retiree, Provided (a) the latter has been employed by the Masconomet Regional School District and has at least ten (10) years of experience. "Years of experience" will be defined as the length of continuous

service in the District for which compensation, as defined by Appendix A is/was received. Unpaid leaves for approved study that is confirmed by a transcript of completed course work from an accredited university, teaching abroad, or participation in government service or national service organization such as Peace Corps and VISTA, will count as years of experience at Masconomet. Child-rearing and maternity/paternity leave taken prior to FY93 will count as years of service. Other unpaid leaves will neither accrue toward nor interrupt experience at Masconomet. All paid leaves will count as experience at Masconomet, and (b) have passed their 55th birthday.

- d. The Regional School District agrees to pay 70% of the cost of the Dental Plan offered by the District.
2. The District agrees to implement a Flexible Benefits Plan consistent with Section 125 of the Internal Revenue Code to provide pre-tax computation of premium payments for qualified medical, dental and group life insurance, medical payment reimbursement, and for dependent care reimbursement. The details of the Flexible Benefits Plan will be provided to each employee in a Summary Plan Document.
3. The surviving spouse of a deceased employee, who at the time of death was enrolled in a medical plan as offered by the District either active or retired, is eligible for medical coverage based on the number of years of experience of the employee at the time of death as defined by Article IX, Section A, #1b:
  - a. less than ten (10) years experience, the spouse will be covered under his/her existing plan for five (5) years and then may continue under the HMO plan for three (3) additional years.
  - b. greater than or equal to ten (10) years experience, the spouse will be covered under his or her existing plan for five (5) years and then he/she will be covered under the HMO plan.
4. If the deceased were an active employee at the time of death, the District will pay a percent of its premium equal to what it would pay if the deceased was still living. On the sixty-fifth (65) birthday of the deceased, the percentages paid thereafter will be those normally paid for retirees.
5. Under these benefits, if the spouse dies or remarries or becomes eligible for other medical insurance benefits through employment or Medicare under any circumstances, the spousal benefit will cease.

#### SECTION B – PAYROLL DEDUCTIONS

1. The District agrees to assume the clerical and accounting expense incurred by the Committee in making such deductions for credit union deposits.
2. The District agrees to extend to all members of the Association the privilege of participating in a "Tax-sheltered Annuity" plan
3. The District will provide payroll deductions as a service for a group accidental death and dismemberment insurance policy.

#### SECTION C – NOTIFICATION OF RESIGNATION OR RETIREMENT

1. Members intending to resign or retire shall notify the Superintendent, in writing, at least four (4) weeks before said termination is to take effect.
2. End of Career Policy: Items 2 through 5 of this section that refer to the End-of-Career Bonus will only be applicable to those employed by this unit as of June 30, 2019 or any teacher who was employed as a teacher prior to September 1, 2005 and is promoted to this unit. To qualify for the provisions of the End of Career Policy, an Administrator must have completed ten (10) years of experience in the Masconomet Regional School District, has attained the age of fifty-five (55) years of age and/or otherwise qualifies for immediate payment of retirement benefits upon termination of employment, and will notify the

Superintendent no later than six months prior to his/her intended date of retirement of the last year of employment.

3. In the event of the death of an employee who is qualified to receive the End of Career Policy Benefit (with the exception of the written notification requirement), the benefit will be paid to the employee's declared beneficiary.
4. On the next July first (1<sup>st</sup>) following the Administrator's retirement, a sum of money equal to the product of one (1) percent, the number of years experience at Masconomet as defined in Article IX, Section A, #1c and the Administrator's final year salary, as determined by this Agreement, will be paid to the Administrator. The employee will repay all monies received pursuant to this policy should he/she not retire and not receive retirement benefits following his/her final year of employment.
5. If notification occurs during the month of January or after, payment may be deferred, at the discretion of the District, until July one (1) of the following calendar year.
8. Tax Sheltered Annuity: Effective July 1, 2019, the Committee will match up to \$600 of an individual employee's contribution to a 403(b) plan annually. The employer contribution match will be paid in two (2) payments one in November and one in May. The School Committee will not be responsible for any administrative costs charged by a third party for administering this benefit.

#### SECTION D - EXTRA WORKDAYS

1. The per diem rate for compensation for each approved workday in excess of the contractual work period will be computed by dividing the stipulated annual salary by the number of days within the work year. The affected Administrator and Superintendent may mutually agree to compensatory time in lieu of the per diem pay.
2. The parties agree that members of the Association will receive per diem compensation for all days worked beyond the second day past the employee's contractual work year when such work is either requested or required by the employee's supervisor or higher administrative personnel or when the employee requests additional work days to accomplish work necessary for the school district and such request is approved by the Superintendent. It is agreed that employee requests for additional work days will not be unreasonably denied.

#### SECTION E -EVALUATION AND SUPERVISION

1. Administrators will supervise and evaluate teachers consistent with the procedures outlined in the Agreement negotiated between the District and the Teachers' Association. Administrators may conduct observations in excess of the minimum requirements of the Teacher Agreement if conditions warrant additional supervision and/or evaluation.
2. Evaluation: The parties agree to the Massachusetts evaluation model for all members of the Association. Any changes to the current instrument and system will be implemented by agreement of the parties after collaborative meetings between the Superintendent and the Association.
3. If vacancies occur during vacation periods, Administrators will recruit and recommend candidates to the Superintendent as part of their regular job requirements without compensation. It is understood, of course, that if the Administrator is engaged in vacation travel, he/she would not be available.

#### SECTION F- PERSONNEL FILES AND COMPLAINTS

1. No information shall be placed in an Administrator's file without first giving the Administrator the opportunity to review the information and to determine whether or not to challenge the accuracy or veracity of such information. The files covered by this section shall be the official files in the Superintendent's office. The Administrator(s) supervising the Association member may maintain

informal files and information. However, none of the information in these informal files may be used as a basis of disciplinary or other adverse personnel action without reviewing the information with the Association member and providing that member with an opportunity to challenge the accuracy or veracity of such information, and to have his/her written response included in his/her official file.

2. The Committee agrees to refer all complaints concerning a member of the Association from any source to the Superintendent or his designee. The Superintendent will be charged with investigating the complaint. Should the Superintendent find the complaint to have merit, he/she will give the Administrator who is criticized an opportunity to respond to such complaints prior to taking any disciplinary action or reporting on the matter to the School Committee. This will not preclude informal conversations with other Administrators or School Committee members, as he/she deems appropriate.

#### ARTICLE X – RESERVATIONS


1. If, through a determination of a court of law, a provision of this Agreement is deemed illegal and such judgment is or may not be further challenged, then such provision will be deemed enforceable only to the extent permitted by law.
2. At the request of either party, a substitute provision will be negotiated. The remainder of the Agreement will continue in full force and effect.

ARTICLE XI – MEMORANDUM OF AGREEMENT


Executed in duplicate on this the 31<sup>st</sup> day of August 2022 by the Masconomet Regional District School Committee by its Chairman and other Members of the Masconomet Regional School Committee’s Bargaining Team, and by the Masconomet Association of Professional School Administrators by its Executive Officer and Members of its Bargaining Committee.

This Agreement is to become effective on July 1, 2022 and will expire on June 30, 2025.

MASCONOMET REGIONAL DISTRICT  
SCHOOL COMMITTEE

By:   
Tasha Cooper, School Committee Chair

MASCONOMET ASSOCIATION OF  
PROFESSIONAL SCHOOL ADMINISTRATORS

By:   
Alyssa Schatzel, Executive Officer

By:   
Katie DiNardo, Bargaining Member

By:   
Tammy Fay, Bargaining Member

By:   
Ben Hodges, Bargaining Member



APPENDIX A – SALARY SCALE

Longevity will be defined as: Administrators with extended service at Masconomet will receive a sum of money, stipulated below, which will be added to their yearly salary. For purposes of this extended salary schedule, “years of experience: will mean years of continuous service at Masconomet in a teaching and/or administrative capacity. Unpaid leaves of absence will not interrupt “continuous service.” All paid leaves and military leaves will count toward years of experience.

Administrators, employed as a member of this bargaining unit after June 30, 2016, will be placed on Salary Guide B.

**APPENDIX A - SALARY SCALE**

**ADMINISTRATOR'S SALARY GUIDE A - GRANDFATHERED - PRE JUNE 30, 2016 UNIT MEMBERS**

FY23 COLA Step	194 Day Work Year Scale											204 Day Work Year Scale					
	2.25% M	M+15	M+30	M+45	MM/CAGS	DOC	Longevity	M	M+15	M+30	M+45	MM/CAGS	DOC				
1	107,458	108,747	110,034	111,322	114,056	118,597		112,997	114,352	115,705	117,059	119,834	124,709				
2	110,887	112,175	113,463	114,749	117,485	122,024	7 - 10	116,604	117,956	119,310	120,664	123,542	128,315				
3	114,318	115,606	116,891	118,180	120,916	125,455	11 - 19	120,208	121,564	122,917	124,273	127,148	131,922				
4	117,782	119,070	120,355	121,644	124,380	128,919	20 - 25	123,671	125,028	126,381	127,736	130,612	135,386				
5	121,143	122,432	123,716	125,006	127,741	132,281	26+	127,032	128,389	129,742	131,097	133,973	138,747				
6	124,504	125,793	127,077	128,367	131,102	135,642		130,394	131,750	133,103	134,458	137,334	142,108				

**ADMINISTRATOR'S SALARY GUIDE B - POST JUNE 30, 2016 UNIT MEMBERS**

FY23 COLA Step	194 Day Work Year Scale											204 Day Work Year Scale					
	2.25% M	M+15	M+30	M+45	MM/CAGS	DOC	Longevity	M	M+15	M+30	M+45	MM/CAGS	DOC				
1	107,458	108,747	110,034	111,322	114,056	118,597		112,997	114,352	115,705	117,059	119,834	124,709				
2	110,887	112,175	113,463	114,749	117,485	122,024	7 - 10	116,604	117,956	119,310	120,664	123,542	128,315				
3	114,318	115,606	116,891	118,180	120,916	125,455	11 - 19	120,208	121,564	122,917	124,273	127,148	131,922				
4	117,782	119,070	120,355	121,644	124,380	128,919	20 - 25	123,671	125,028	126,381	127,736	130,612	135,386				
5	121,143	122,432	123,716	125,006	127,741	132,281	26+	127,032	128,389	129,742	131,097	133,973	138,747				
6	124,504	125,793	127,077	128,367	131,102	135,642		130,394	131,750	133,103	134,458	137,334	142,108				

## APPENDIX A - SALARY SCALE

### ADMINISTRATOR'S SALARY GUIDE A - GRANDFATHERED - PRE JUNE 30, 2016 UNIT MEMBERS

FY24 COLA Step	194 Day Work Year Scale						204 Day Work Year Scale						
	M	M+15	M+30	M+45	MM/CAGS	DOC	Longevity	M	M+15	M+30	M+45	MM/CAGS	DOC
1	109,607	110,922	112,235	113,548	116,337	120,969		115,257	116,639	118,019	119,400	122,333	127,203
2	113,105	114,419	115,732	117,044	119,835	124,465	7 - 10	1,972	120,315	121,697	123,077	126,012	130,881
3	116,604	117,918	119,229	120,543	123,334	127,964	11 - 19	2,365	123,995	125,375	126,758	129,691	134,560
4	120,137	121,452	122,763	124,077	126,868	131,497	20 - 25	2,761	127,529	128,909	130,291	133,224	138,094
5	123,566	124,881	126,191	127,506	130,296	134,926	26+	3,155	130,957	132,337	133,719	136,653	141,522
6	126,994	128,309	129,619	130,934	133,724	138,355		133,002	134,385	135,765	137,147	140,081	144,950

### ADMINISTRATOR'S SALARY GUIDE B - POST JUNE 30, 2016 UNIT MEMBERS

FY24 COLA Step	194 Day Work Year Scale						204 Day Work Year Scale						
	M	M+15	M+30	M+45	MM/CAGS	DOC	Longevity	M	M+15	M+30	M+45	MM/CAGS	DOC
1	109,607	110,922	112,235	113,548	116,337	120,969		115,257	116,639	118,019	119,400	122,333	127,203
2	113,105	114,419	115,732	117,044	119,835	124,465	7 - 10	1,972	120,315	121,697	123,077	126,012	130,881
3	116,604	117,918	119,229	120,543	123,334	127,964	11 - 19	2,365	123,995	125,375	126,758	129,691	134,560
4	120,137	121,452	122,763	124,077	126,868	131,497	20 - 25	2,761	127,529	128,909	130,291	133,224	138,094
5	123,566	124,881	126,191	127,506	130,296	134,926	26+	3,155	130,957	132,337	133,719	136,653	141,522
6	126,994	128,309	129,619	130,934	133,724	138,355		133,002	134,385	135,765	137,147	140,081	144,950

## APPENDIX A - SALARY SCALE

### ADMINISTRATOR'S SALARY GUIDE A - GRANDFATHERED - PRE JUNE 30, 2016 UNIT MEMBERS

FY25 COLA Step	194 Day Work Year Scale						204 Day Work Year Scale						
	M	M+15	M+30	M+45	MM/CAGS	DOC	Longevity	M	M+15	M+30	M+45	MM/CAGS	DOC
1	111,799	113,140	114,480	115,819	118,664	123,388	7 - 10	117,563	118,972	120,380	121,788	124,779	129,747
2	115,367	116,707	118,047	119,385	122,232	126,954	2,012	121,315	122,721	124,131	125,539	128,533	133,498
3	118,936	120,276	121,614	122,954	125,801	130,523	2,413	125,065	126,475	127,883	129,293	132,285	137,252
4	122,540	123,881	125,218	126,558	129,405	134,127	2,816	128,668	130,079	131,487	132,896	135,889	140,856
5	126,037	127,378	128,715	130,056	132,902	137,625	26+	132,164	133,576	134,984	136,393	139,386	144,352
6	129,534	130,875	132,211	133,553	136,398	141,122		135,662	137,073	138,480	139,890	142,882	147,849

### ADMINISTRATOR'S SALARY GUIDE B - POST JUNE 30, 2016 UNIT MEMBERS

FY25 COLA Step	194 Day Work Year Scale						204 Day Work Year Scale					
	M	M+15	M+30	MM/CAGS	DOC	Longevity	M	M+15	M+30	MM/CAGS	DOC	
1	111,799	113,140	114,480	115,819	118,664	7 - 10	117,563	118,972	120,380	121,788	124,779	
2	115,367	116,707	118,047	119,385	122,232	2,012	121,315	122,721	124,131	125,539	128,533	
3	118,936	120,276	121,614	122,954	125,801	2,413	125,065	126,475	127,883	129,293	132,285	
4	122,540	123,881	125,218	126,558	129,405	2,816	128,668	130,079	131,487	132,896	135,889	
5	126,037	127,378	128,715	130,056	132,902	26+	132,164	133,576	134,984	136,393	139,386	
6	129,534	130,875	132,211	133,553	136,398		135,662	137,073	138,480	139,890	142,882	