

**AGREEMENT BETWEEN THE
MASCONOMET REGIONAL SCHOOL DISTRICT
AND
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO, STATE COUNCIL 93, LOCAL 939**

This agreement made and entered into effective July 1, 2022 by and between the Masconomet Regional School District, hereinafter referred to as the "District" and the American Federation of State, County and Municipal Employees, AFL - CIO, State Council 93, Local 939, hereinafter referred to as the "Union."

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Article I
Intent and Purpose

The general intent and purpose of this Agreement is in the mutual interests of the District and the Union, to provide for the operation of our school buildings under methods which will further, to the fullest extent possible, the safety, welfare and health of the school children of the Region under conditions which will insure economy of operation, quality and quantity of performance, cleanliness of the buildings and protection of the property.

It is further the intention and purpose of the parties hereto that this Agreement provide an orderly collective bargaining relationship between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

In recognition of the fact that the laws of the Commonwealth of Massachusetts vest responsibility to the people of the District in the School District for the quality of education in, and the efficient and economical operation of the Regional School System, it is herein agreed that except as specifically and directly modified by express language in a specific provision of this Agreement, the Committee retains all rights and powers that it has or may hereafter be granted by law in managing the School Department and directing the work force and may exercise the same at its discretion without any such exercise being made the subject of a grievance except as expressly provided herein.

It is recognized that in addition to other functions and responsibility the District has and will retain the sole right and responsibility to direct the operations of the Employees and in this connection to determine the methods, processes and type of work to be performed; the schedule of shifts and hours of work; and to select, hire and demote Employees, including the right to make and apply rules and regulations of discipline, efficiency and safety. The District shall also have the right and responsibility to discharge or otherwise discipline any Employees for just cause, to promote, and transfer, and to lay off because of lack of work or other cause unless otherwise hereinafter provided.

Article II
Recognition

The District recognizes the Union as the sole and exclusive bargaining agent for the purposes of establishing salaries, wages and hours and other conditions of employment for all MPFT and custodial (if MRSD elects to reestablish in-house custodians) employees at the Masconomet Regional School District, excluding administrative employees of said District.

The District will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining, or make any agreement with any such group or individual for the purpose of undermining the Union or changing any condition contained in this Agreement.

Article III
Union Dues and Initiation Fees

Employees shall tender the initiation fee (if any) and monthly membership dues by signing the authorization of dues form. During the life of this Agreement and in accordance with the terms of the form of authorization of check-off of dues hereafter set forth, the District agrees to deduct union membership dues levied in accordance with the constitution of the Union from the pay of each Employee who executes or has executed such form and remit the aggregate amount to the Treasurer of the Union along with a list of Employees who had said dues deducted. Such remittance shall be made by the 10th day of the succeeding month.

Authorization appears on page 4.

Step 4 The grievance shall be submitted to the Massachusetts Board of Conciliation and the Massachusetts Board of Conciliation shall submit a panel of five (5) arbitrators. Both the Union and the District shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first name; the other party shall then strike a name. The process shall be repeated and the remaining personnel shall be the arbitrator. Both parties agree to abide by the rules of the Massachusetts Board of Conciliation.

After said hearing before the arbitrator, it will be the duty and function of the arbitrator to make and render a written decision within thirty (30) days from the date the hearing closes. The expense for the arbitrator's services and the proceedings will be borne equally by the District and the Union. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator. The decision of the arbitrator will be final and binding upon both Employer and the Union and upon any employee or employees affected thereby, provided it will in no way alter or expand the provisions of the Agreement or contain any recommendations thereto, and is based only upon facts and arguments, either presented by the parties or on which an opportunity to comment has been furnished the parties by the arbitrator. The arbitrator, in rendering his written decision, shall clearly state his findings of fact and conclusions upon which his decision is founded.

Article VI **Seniority**

The length of continuous service (approved leaves of absence shall not interrupt continuous service) of the Employee of the bargaining unit shall determine the seniority of the Employee.

Qualifications being equal, the principle of seniority shall govern and control transfer, decrease of the working force, as well as preference in assignment to shift work and choice of vacation period.

The following procedures shall be followed for involuntary leaves:

1. Members of the bargaining unit shall remain on the recall list for 18 months.
2. Members shall be recalled on a last out-first in basis.
3. All accrued benefits not taken shall be restored.
4. All time spent on recall shall not count toward seniority.
5. If an employee on recall refuses a job offer for which he/she qualified, he/she will lose his/her recall rights.

Article VII **Job Posting and Bidding**

When a position covered by this agreement becomes vacant, or a new position is created, such vacancy shall be posted in a conspicuous place listing the pay, duties and qualifications. The notice of vacancy shall remain posted for seven (7) days. Employees interested shall apply in writing within the seven (7) day period. Within fifteen (15) days of expiration of the posting period, the District will award the position to the most senior applicant qualified.

The successful applicant shall be given a thirty (30) day trial and training period in the new position at the applicable rate of pay. If at the end of the trial and training period it is determined that the Employee is not qualified to perform the work, he shall be returned to his old position and rate.

If no applicant is qualified, the Employer may fill the position from outside the bargaining unit.

Article VIII

Employee Classification and Work Hours

- A. Employee Classification: Each Employee covered by the Agreement will be classified according to the number of hours worked each week.

Full Time Employee - One who works 40 hours each week.

Part Time Employee - One who works greater than 20 but less than 40 hours each week.

- B. Work Hours: The regular hours of work each day shall be consecutive, except for interruptions for lunch periods.

The fulltime workweek shall consist of five (5) consecutive eight (8) hour days, to a total of forty (40) hours per week.

Each Employee shall be scheduled to work a shift with regular starting and quitting times. Except for emergency situations, work schedules shall not be changed unless the changes are mutually agreed upon by the Union and the Employer. MPFTs are required to fill out a timesheet for each pay period. This will include a report of the actual hours worked.

Weekend on-call schedule: On-call duty will be assigned on a rotating basis by seniority. The schedule will be posted in the maintenance office. Weekends may be switched by mutual agreement between the parties involved.

It is agreed by both parties to this Agreement that the District will be allowed to establish a working schedule which would permit twenty-four (24) hour building coverage.

Employees shall be allowed to apply for job openings or assignments to shifts other than his own under the standard job posting and bidding procedure. In cases where no employee bids for a posted position, the least senior employee may be moved to said position or shift.

Article IX

Overtime

Employees covered by this agreement shall be paid overtime at the rate of one and one-half times his regular rate of pay for work in excess of eight (8) hours in one day and forty (40) hours in one week. All work performed on the sixth and seventh day (Employees' normal days off) and holidays will be paid at the rate of one and one-half times the regular rate of pay with the following exceptions:

Any work performed on the seventh day after an Employee has performed at the one and one-half rate on the sixth day shall be paid at two (2) times the regular rate of pay.

Any Employee called back to work on the same day after having completed his assigned work and left his place of employment and before his next regular scheduled starting time, shall be paid at the rate of one and one-half times for all hours worked on recall. He will be guaranteed a minimum of four (4) hours pay at applicable rate of pay. This four (4) hour minimum shall apply to call in for the sixth day, seventh day and holidays.

The Employer shall keep records of the overtime work. In cases of a grievance involving such records, they shall be subject to examination by the Union representative or the Shop Steward.

A record of the overtime hours worked by Employees shall be maintained in the Superintendent's office and be available for inspection by the Union and/or members.

Normally, overtime work shall be voluntary. Overtime during the year will be offered to volunteers in order of seniority. If there are no volunteers, the overtime will be assigned in reverse seniority order to each MPFT on a rotating basis.

Any overtime the need for which is known in advance shall be offered to volunteers in order of seniority. If there are no volunteers, the overtime will be assigned in reverse order of seniority. Unanticipated overtime (e.g., last minute leaves, emergencies, etc.) will be filled by the Director of Operations in accordance with the needs of the district.

Telephone/Electronic communications that do not require the employee to report to work will not incur additional payment beyond the \$25 dollar allocation for the stand-by period.

Stand By

- A. The stand-by period shall be twenty-four (24) hours in duration.
- B. Stand-by duty shall mean that a Director has designated an employee to be immediately available for duty upon receipt of a message to report to work. If any employee assigned to stand-by duty is not available to report to duty when called, no stand-by pay shall be paid to the employee for the period and the employee may be subject to disciplinary action.
- C. Stand-by duty shall normally be voluntary. If there are no volunteers, assignments shall be made in inverse order of seniority, except, however, that the individual chosen for the stand-by duty shall be qualified to perform the tasks required.
- D. Any employee who has been designated by a Director to carry a beeper or other type of electronic communications equipment, after his/her normal tour of duty, shall be considered to be on stand-by, and shall be paid accordingly.
- E. An employee who is designated by the Director to be available on a stand-by basis to report to duty when necessary shall be reimbursed at a rate not to exceed twenty-five (\$25.00) dollars for such stand-by period.
- F. If required to report for duty from stand-by status, the employee shall be paid at the appropriate overtime pay rate.

Article X
Union Representatives

A written list of Union representatives shall be furnished to the District immediately after their designation and the Union shall notify the District of any changes.

The above shall be granted reasonable time off during working hours to investigate and to settle grievances; attend meetings of state bodies without loss of pay, but will in no case exceed two (2) man days per year.

Article XI
Meal Periods

All Employees shall be granted a meal period during each work shift. Whenever possible, the meal period shall be scheduled at the middle of the shift. When the District is paying for the meal period, employees are to remain on the school site during the meal period. The time (30 minutes) and place will be designated by the District.

Article XII
Rest Periods

All Employees' work schedules shall provide one rest period. The time, (15 minutes) and place will be designated by the District.

Employees, who for any reason work beyond their regular quitting time into the next shift, shall have the option of a meal break without pay before they start to work on such next shift.

Article XIII

Holidays

1. **Permanent Full-Time Employees**

Approved Holidays - Holidays listed below which fall on a working day:

New Year's Eve	Labor Day
New Year's Day	Columbus Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Eve (1/2 Day)
Patriot's Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Juneteenth	Christmas Eve
Independence Day	Christmas Day

and any other day that may be declared a Holiday by the Governor of the Commonwealth of Massachusetts, General Court, or the Masconomet Regional School District.

- a. It is understood that continuous coverage will be provided during normal operating hours by members of the bargaining unit on ½ day holidays without the use of overtime. This will be accomplished by altering shift start and end times.
- b. The Administration agrees to make best efforts to refrain from scheduling overtime work on holidays. To that end the Administration agrees to refrain from scheduling events on holidays, except in rare circumstances in which the Administration deems coverage necessary. It is understood that the bargaining unit will always provide the required coverage for Thanksgiving due to the longstanding High School football tradition. It is also understood that emergencies may arise from time to time on holidays that require MPFT's to report to work to perform duties consistent with their work performance standards.

2. **Permanent Part-Time Employees**

Employees will be given all approved holidays which fall within their working schedules.

Should any Holiday fall on an Employee's normal day off, the nearest scheduled working day will be considered to be the Holiday, except that should the school be in session on the nearest scheduled working day, the day owed will be added to the Vacation period.

Holiday pay shall be at straight time rate for hours normally assigned for that work day.

If a Holiday occurs within the Employee's Vacation period, he/she shall receive an additional day's Vacation with pay.

Any Employee required to work on a Holiday shall receive, in addition to the regular Holiday, an amount equal to one and one-half times his/her regular rate of pay for all hours worked, but in no case shall this be less than the amount equal to three (3) hours work at the above rate.

Article XIV
Vacations

Employees shall earn and be granted Vacations as follows:

1. **Permanent Full-Time Employees**
For one (1) year of service but less than five (5) years: Two (2) weeks.
For five (5) years of service but less than ten (10) years: Three (3) weeks.
For ten (10) years of service or more: Four (4) weeks.

2. **Permanent Part-Time Employees**
After one (1) year of service: Eight (8) days.
After five (5) years of service: Twelve (12) days.
After ten (10) years of service: Sixteen (16) days.
After fifteen (15) years of service: Nineteen (19) days.

Day to mean normal daily work schedule.

Years of service to mean normal yearly work schedule.

The employee must request vacation time during the school year in writing at least two weeks in advance. Requests for vacation time in July/August shall be made by June 15 of each year.

Vacation may be granted by mutual agreement of the District and Employee or by a posting system. However, if a conflict should arise between Employee's Vacation Schedules, the senior Employee shall be given preference.

Vacation will be scheduled during days when school is not in session. Employees may request a maximum of one (1) week vacation when school is in session. School day vacations will be granted if the work load will allow vacation at this time. Vacation requests will not be arbitrarily or capriciously denied.

Upon termination of employment, the Employee shall receive payment equal to the amount of vacation pay he would have received had the termination not occurred. If termination is caused by death, such payment shall be made to the Employee's spouse or beneficiary.

Employees shall be entitled to draw Vacation pay with last pay period prior to starting vacation.

Up to two weeks of vacation time may be carried over to the following vacation year, if requested by the Employee.

Article XV
Sick Leave

Permanent Full-Time Employees

New hires shall be granted sick leave at the rate of one day and one-quarter per month up to June 30 of the first year and on July 1 shall be awarded a maximum of fifteen days for each year thereafter. Employees are allowed to accrue up to 108 days of sick time.

Permanent Part-Time Employees

Ten (10) days per year, first three (3) years;
Twelve (12) days per year, after three (3) years.

Sick days shall be credited to the Employee each July 1.

Sick leave shall be granted for sickness or injury and for absence because of quarantine in the family.

In the case of an employee who becomes totally incapacitated because of an injury arising out of and in the course of his employment, pursuant to the provisions of Massachusetts General Laws, Chapter 152, the District may

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- (a) pay wages in part (not to exceed eight hours per week) until any sick leave, vacation, or personal leave allowance which the employee has to his/her credit has been used, but in no event shall the sum of said employee's partial sick leave wage payments, when added to his/her weekly benefits received under Workmen's Compensation, exceed said employee's normal weekly straight-time wages.
- (b) In the event an employee, during the period of a disability covered by Workmen's Compensation, elects not to draw wages against vacation leave credits or sick leave credits, or who has exhausted same, may request an advance in the amount of two-thirds (2/3) his/her normal straight-time weekly wages (but no more than one hundred fifty dollars (\$150.00 per week) subject to the following conditions:
 - (1) No more than four successive weekly disability payment advances will be approved by the Employer on any disability case; and
 - (2) The employee shall give advance, written assurance he will reimburse the Employer promptly when he/she receives Workmen's Compensation checks for the period(s) covered by the disability payment advance(s).

The District shall not make it a general policy to request medical evidence of illness for periods of absence of less than five (5) consecutive working days. Any request for medical evidence for absences of less than five (5) working days shall be made on an individual basis and as circumstances warrant.

Article XVI
Snow Days

If a state of emergency is declared due to inclement weather by the Governor of the Commonwealth and school is closed, employees will be paid double time for work performed during the emergency.

Article XVII
Jury Pay

During absence for Jury Duty or Witness Service, regular pay will continue less the amount of compensation received by him/her from the Court.

Article XVIII
Bereavement Leave

In the event of death in the Employee's family, he/she will be granted leave with pay in the following amounts:

5 calendar days for spouse, partner children, step-children, brother, sister, mother, father and step-parents.

5 calendar days for grandparents, mother-in-law, father-in-law, grand-children or a relative living in the employee's immediate household.

2 calendar days for aunt, uncle, niece, nephew, or sibling-in-law

Additional days may be granted by the Superintendent or his/her designee when extraordinary circumstances warrant and shall not be unreasonably withheld.

Article XIX
Personal Leave

Employees shall be allowed a maximum of three (3) days absence per Agreement year for personal reasons not to be deducted from any other paid leave. Application for such absence must be made in writing at least twenty-four (24) hours before the taking of such leave, except in the case of an emergency and must be approved by the Superintendent or his designee. Personal leave is allowed to conduct business which cannot be conducted at other times. Such approval will not be unreasonably withheld. The benefits of this provision shall not be utilized so as to extend a Holiday or a Vacation period. Unused personal leave will be added to an employee's sick leave accumulation.

Article XX
Safety Committee Code

A Safety Committee composed of two (2) representatives of the Union and two (2) District representative, one (1) of whom will be Chairman, shall meet regularly to review safety practices. It may draw up a safety code, which both parties to this Agreement agree to enforce, upon acceptance of the School Committee.

Article XXI
Miscellaneous Provisions

1. **Bulletin Board** - Announcements shall be posted in conspicuous places where Employees enter or leave the premises. Parties to this Agreement, both of whom may use the Bulletin Boards for notices of routine nature, agree that it would be improper to post denunciatory or inflammatory written material thereon.
2. Should any provision of this Agreement be found to be in violation of any Federal or State law or Civil Service rule by a Court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, and any benefit, privilege or working condition existing prior to this Agreement not specifically covered by this Agreement shall remain in full force and effect. School Committee rules and regulations shall be inherent in the Agreement by reference.
3. **No Discrimination** - The parties to this Agreement agree that they shall not discriminate against any person because of race, creed, color, sex, gender identity, religion, national origin, sexual orientation, disability or age and that such persons shall receive the full protection of this Agreement.
4. **Access to Premises** - The District, by Union notification to the Superintendent or his/her designee, agrees to permit representatives of the American Federation of State, County and Municipal Employees, AFL-CIO and/or Council 93 and/or Local 939, to enter the premises at any time for individual discussion of working conditions with Employees, provided they do not interfere with the performance of duties assigned to the Employees.
5. In the event an Employee reports to his place of work at his regularly scheduled time and is sent home for lack of work, he shall be paid for eight (8) hours at the rate to which he would be entitled for his shift.
6. The Employer may request a pre-employment physical examination.
7. New Employees shall have nine (9) months' probationary period. Said new employees shall enjoy all rights under this Agreement except that during the probationary period, said Employee shall not have the right of grievance in cases relating to discipline or discharge.

New Employees may become members of the Union immediately upon hiring.

8. It is agreed by both parties that MPFTs are not charged with the responsibility for student discipline. It is expected, however, that they would take preventive measures in an emergency type situation and report students to the Principals of the Middle and High Schools, as applicable, on any situation which necessitates disciplinary or remedial action.
9. **Uniforms** -The District will select shirts and coats at a local uniform retailer for MPFTs to choose from. All shirts and coats must have the employee's name and Masconomet embroidered on it. Employees must have at least five shirts in good condition and enough pairs of black pants to look clean and presentable every workday. In addition, employees may purchase coats, boots, winter and summer hats and sweatshirts, provided they have the minimum number of shirts and pants needed for the year. Each employee shall be given an annual uniform allowance of \$400. The allowance can be used to purchase new clothing from the selected retailer in August, upon issuance of a purchase order.
10. In the event a MPFT breaks or otherwise damages eyeglasses during the course of work at Masconomet, the MPFT shall be entitled to up to \$300 toward the uninsured cost of replacement or repair of the eyeglasses, provided that such breakage or damage is demonstrably job-related as determined by the Superintendent, and payment for repair or replacement also is pre-approved by the Superintendent. This \$300 amount shall be the cumulative total amount

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available per MPFT for the life of the Contract (i.e., from July 1, 2013 to June 30, 2016) and shall apply only to uninsured repair or replacement of lenses or frames and only after exhaustion of available insurance benefits.

11. Evaluations will be conducted annually at least one month prior to the employee's anniversary date. During the first year of employment, an additional evaluation will be performed during the probationary period. COLA raises will become effective on July 1 of each year. Step raises will become effective on the anniversary date of the employee provided that the employee has no disciplinary history during the year. All employees hired before July 1, 2006 (when the new scale becomes effective), will receive their annual evaluation and step raise, if applicable, effective July 1 of each year.
12. The District will reimburse MPFTs for District-approved training done outside of the normal workday.

Article XXII
Insurance

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.

Article XXIII
Effective Date/Termination Date

This Agreement shall become effective July 1, 2022 and shall terminate June 30, 2025.


If a new Agreement has not been reached by June 30, 2025, this Agreement shall remain in effect until a new agreement is reached by the parties.

For Masconomet Regional School District:

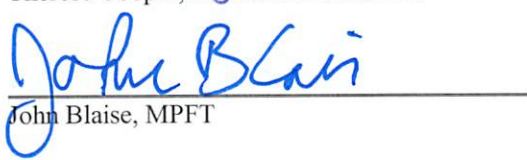


Tasha Cooper, School Committee, Chair

For the Union:



Therese Cooper, AFSCME Council 93



John Blaise, MPFT

APPENDIX A - MULTI PURPOSE FACILITY TECHNICIAN WAGE SCHEDULE

This Contract shall be for a three-year term. During the length of this Agreement, the Committee agrees that it shall not replace this group (AFSCME) with an outside service. If cuts in the MPFT staff occur in the second and third year of the Agreement, the Committee agrees to meet and discuss alternatives with the Union.

The following represents the agreed upon wage settlement for this contract term.

- a. The existing Wage Schedule and the longevity schedule will be merged thus eliminating longevity. The new scale will consist of the following steps: 1, 2, 3, 4, 5, 10, 15, and 20.
- b. Salary increases will be as follows: 1% in July 2016, 1% in July 2017, and 1% in July 2018.
- c. Other – The District will pay each MPFT a onetime appreciation bonus of \$600 on or about the first payroll in July 2016.

WAGE SCHEDULE

Step	FY23	FY24	FY25
1	25.94	26.46	26.98
2	27.34	27.88	28.44
3	28.75	29.32	29.91
4	30.13	30.74	31.35
5	30.30	30.90	31.52
10	30.34	30.95	31.57
15	30.41	31.01	31.63
20	30.47	31.08	31.70
Wage Adj.	2.25%	2.00%	2.00%

MPFTs who work the 3rd shift (graveyard) will receive a 3% pay differential.

Evaluations will be conducted annually at least one month prior to the employee’s anniversary date. During the first year of employment, an additional evaluation will be performed during the probationary period. COLA raises will become effective on July 1 of each year. Step raises will become effective on the anniversary date of the employee provided that the employee has no disciplinary history during the year. All employees hired before July 1, 2006 (when the new scale becomes effective), will receive their annual evaluation and step raise, if applicable, effective July 1 of each year.

New hires will serve a nine (9) month probation period.

Retirement – This section only applies to bargaining unit members who were employed prior to July1, 2019. Retirement notification to the Committee shall occur no later than February 1 of the year of planned retirement in order for the retiring MPFT to receive retirement pay by July 1 of that calendar year. If notification comes later than February 1, the retirement pay to the retiring MPFT may not be made until July 1 of the following year. Upon Retirement, each Employee will be paid one (1) percent of the annual pay for each year of service. Severance pay will be based on salary rate at time of retirement. To qualify for severance pay, the employee must have ten (10) years of service at Masconomet and/or otherwise qualify for immediate payment of retirement benefits. If an Employee dies while in the service of the District and has ten years of service to the District, and is 55 years of age, or otherwise qualifies for retirement, this benefit shall be paid to his/her estate.

Effective July 1, 2019, the Committee will match up to \$200 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.