

April 14, 2014

**AGREEMENT**  
**BETWEEN THE**  
**SANDWICH EDUCATION ASSOCIATION**  
**AND THE**  
**SANDWICH SCHOOL COMMITTEE**

***September 1, 2013 through August 31, 2014***

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## **PREFACE**

This Agreement shall constitute Committee's personnel policy on the specific subject matter contained herein for the terms of said Agreement and the Committee and the Association will carry out the commitments contained herein and give them full force and effect as Committee policy. If any provision of this Agreement or any application of this Agreement to any professional employee or group of professional employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting.

During the life of this Agreement, the parties shall meet by mutual agreement to discuss matters of concern to both parties and matters concerning the general education of children in the Sandwich Public Schools. These meetings are to encourage a free exchange of ideas between the parties and to provide an opportunity for discussion of matters not covered by this Agreement. It is the intention of the parties that this dialogue will continue to foster and to encourage a sound educational system, while at the same time insure a harmonious relationship between the parties for the benefit of the children of the Town of Sandwich.

Copies of this Agreement will be printed by the Committee and the Association, and a copy given to each professional employee. Expenses involved will be shared equally by the Committee and the Association.

The terms and conditions of this Memorandum of Agreement shall be effective as of September 1, 2013, except as otherwise stated.

At the request of either party and not later than the first of November of the calendar year preceding the expiration of this Agreement, the Committee and the Association agree to enter into negotiations for a successor Agreement.

Should changes be considered by the Committee that would impact this Agreement in the areas of additional building(s), and/or double sessions, the Association and School Committee reserve the right to reopen negotiations.

## **RECOGNITION**

For the purpose of collective bargaining with respect to wages, hours, and conditions of employment, the Committee recognizes the Association as the exclusive bargaining agent and representative of all full- and regular part-time\* professional employees below the rank of Vice Principal, including: classroom teachers, librarians, educational specialists (speech/language therapists, generic specialists, school adjustment counselors, resource room teachers, registered nurses, special needs teachers, school psychologists), Title I teacher(s), department heads, coordinators, guidance counselors, athletic director, social worker, media personnel\*\*, radio station manager\*\*, but excluding Principals, Vice Principals, Housemasters, Physicians, Superintendent of Schools, School Business Administrator and Director of Special Education.

- \* Part-time employees shall be defined as those professional employees who work half-time (17 ½ hours minimum), and whose work schedule differs from the provisions of Article XIII.

\*\* Different Salary Schedule. See Article XV, Section D.

## **ARTICLE I – GRIEVANCE PROCEDURE**

- A. **Definition:** A grievance shall mean a written complaint that there has been a violation, misinterpretation or inequitable application of any of the provisions of this Contract as applied to any personnel recognized under the Recognition Clause.
- B. **Time Limits:** All time limits herein shall consist of school days. The time limits indicated hereunder will be considered maximal unless extended by mutual agreement in writing. In the event a grievance is filed which cannot be resolved to the satisfaction of the Association prior to the termination of this Contract using normal time limits set herein, the Association retains the right to process the grievance in accordance with the procedures outlined below.
1. **Level One:** When a grievance arises, the written grievance must be filed with the Principal or immediate supervisor fifteen (15) days after the grievant had knowledge of the alleged violation. The grievant or Association representative will first present the grievance to his/her Principal or immediate supervisor with the objective of discussing and resolving the matter informally. A written response will be given to the grievant within five (5) days of submission to Level One.
  2. **Level Two:** If the grievance is not resolved to the satisfaction of the grievant or the Association within five (5) days after the response at Level One, the grievant or the Association may present the grievance, in writing, to the Superintendent within the following ten (10) days.
  3. **Level Three:** If the grievance is not resolved to the satisfaction of the grievant or the Association within ten (10) days after the submission at Level Two, the grievant or the Association may present the grievance, in writing, to the Committee within the following ten (10) days. If the grievant does not file a grievance with the Committee within ten (10) school days, the grievance will be considered waived.
  4. **Level Four:** If the grievance is not resolved to the satisfaction of the grievant or the Association within five (5) days after the next regularly scheduled School Committee meeting following the Committee's official receipt of the grievance, the Association may, if it so desires, submit the grievance to arbitration within fifteen (15) school days after receipt of the decision. Within ten (10) school days after such written notice of submission to arbitration, the Committee and the Association will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator in accordance with the American Arbitration Association's Rules and Regulations, the selection will be made by the American Arbitration Association.

The arbitrator so selected will confer with representatives of the Committee and the Association and hold hearings (which, at the request of either party, may be public) promptly, and will issue his/her decision no later than thirty (30) calendar days from the date of the close of hearings. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Committee and to the Association and, subject to law, shall be final and binding, providing that the arbitrator shall not usurp the functions of the Committee under law and this Agreement. The arbitrator shall have no power to alter, add to, or detract from the provisions of this Agreement.

C. **General Provision:**

1. Costs of the services of the arbitrator will be borne equally by the Committee and the Association.
2. The Committee acknowledges the right of the Association to participate without penalty in the processing of any grievance at any level.
3. No reprisals of any kind will be taken by the Committee or the School Administration against any grievant because of his/her participation in this Grievance Procedure.
4. The Committee and the Administration will cooperate with the Association in its investigation of any grievance, and, upon request, will provide the Association with any documents which are neither confidential nor privileged by law which may be necessary for the Association to process grievances under this Agreement. The cost (actual expenses) of producing documentation will be borne by the Association.
5. If, by mutual agreement, a grievance meeting between the Association and Committee representatives is scheduled during school hours, individuals necessary to the processing of such grievance will be released from class without penalty.
6. A representative of the SEA will be present at each level of the grievance procedure.
7. The initial grievance must be in writing and state the Article(s) alleged to have been violated, the facts giving rise to the grievance and the remedy that is sought.

## **ARTICLE II – SICK LEAVE PROVISIONS**

### **A. Sick Leave:**

1. Professional employees will be entitled to fifteen (15) days annual sick leave, without loss of pay or other benefits, as of the first official day of each school year, except for first-year professional employees who will be entitled to five (5) days' sick leave as of the first day of service, and will accumulate the remaining ten (10) days at the rate of one (1) day per month for time worked.

The unused sick leave will accumulate from year to year to a maximum of one hundred eighty (180) days.

2. Professional employees will be entitled to use up to ten (10) days of sick leave per year to care for a family member or member of the immediate household. Additional days may be granted at the discretion of the principal.
3. Each professional employee will receive from the Superintendent's office, annual notice of his/her accumulated sick leave and sick bank contribution no later than October 31<sup>st</sup> of each school year.
4. Days needed for medical treatment will be deducted from sick leave for medical treatment that cannot be scheduled outside school hours.
5. A physician's certificate may be required by the Superintendent after a series of absences or a continuous absence of five (5) consecutive school days.
6. Employees will be granted the annual fifteen (15) days of sick leave at the beginning of each work year for use during that year regardless of whether such entitlement results in a number of available days during that year in excess of 180 days. However, the number of unused accumulated sick leave days shall not exceed 180 at the beginning of any work year prior to the annual granting of the 15 days.

### **B. Sick Bank:**

1. A sick bank will be maintained for utilization by qualified members whose sick leave accumulation is exhausted through illness or accident and who require additional leave to make full recovery from an illness or accident.
2. The sick bank shall be governed by a Sick Bank Committee consisting of three (3) members of the Association, two (2) members of the Committee and the Superintendent of Schools. The decision of the Sick Bank Committee will be final and binding. In the event of a tie vote, the decision will be in favor of the applicant.

3. Each member of the bargaining unit qualifies for benefits of the Sick Bank by submitting one (1) day and only one (1) day per year of his/her personal sick leave accumulation to the Sick Bank. This day must be submitted no later than October 15<sup>th</sup> each year. First year employees cannot draw from the Sick Bank for the first sixty (60) days. The Sick Bank may be used by professional employees who qualify and who have exhausted their own individual sick leave, both annual and accumulated and who have an emergency situation of ill health.
4. Any sick leave granted under the provisions of Article II-B will expire at the end of the school year. A professional employee cannot be allowed to accumulate or carry over to successive school years unused Sick Bank days beyond the applicable school year. Unused Sick Bank days will be returned to the Sick Bank.
5. Application for benefits shall be made, in writing, to the Sick Bank Committee accompanied by a physician's certificate.
6. Application for benefits may be made prior to the employee's exhaustion of his/her own personal sick leave to accumulate benefits, but drawings upon the bank will not actually commence until after the employee's own sick leave days are exhausted and adequate medical notification has been provided.
7. The initial grant of sick leave by the Sick Bank Committee to an eligible employee shall not exceed twenty (20) days.
8. Upon completion of the twenty (20) day period, additional entitlement may be extended by the Sick Bank Committee upon demonstration of need by the applicant.
9. Subject to the foregoing requirements, the Sick Bank Committee will determine the eligibility for the utilization of the Bank and the amount of leave to be granted. The following criteria shall be considered by the Sick Bank Committee in administering the Bank and in determining the amount of leave:
  - a. Medical evidence of illness.
  - b. Exhaustion of eligible sick leave.
  - c. Length of service in the Sandwich School system.
  - d. Propriety of use of previous sick leave.

Single sick leave days may be granted by the Sick Bank Committee under extraordinary circumstances, which will be determined by a majority of the Sick Bank Committee and which shall not be grievable or arbitrable under the terms of this Agreement.

In extraordinary circumstance, days may be withdrawn to permit an individual

to stay at home to care for other members of the family, which will be determined by a majority of the Sick Bank Committee and which shall not be grievable or arbitrable under the terms of this Agreement.

10. Upon return from extended leave during which benefits were received through the Sick Bank, the recipient shall be entitled to commence a new accumulation of individual sick leave in accordance with the provisions of Article II.
  11. Life Membership will be obtained after contribution of twenty (20) days to the Sick Bank.
  12. If the Sick Bank is exhausted, the Sick Bank shall be renewed by the contribution of one (1) additional day of sick leave by each eligible member of the bargaining unit (except for Life Members) covered by the Agreement from his/her currently accumulated annual days of sick leave. To the extent that such additional days are unused, they may be carried over to the Bank for the successive school year.
  13. Any professional employee who is a Life Member of the Sick Bank will continue as a member of the Sick Bank with no further contribution of personal sick leave days.
  14. All Sick Bank days accumulated as of each contractual year will be carried forward to the following year. An accounting of the number of sick days available in the Bank will be made by October 31st of each school year.
- C. **Sick Leave Buy Back:** Upon normal retirement from the Sandwich School System or death, with a minimum of twelve (12) years in the system, a professional employee will be allowed \$30.00 a day for any accumulated sick days up to and not exceeding one hundred eighty (180) days.
- D. **Return From Leave:** Upon return from leave, all benefits to which a professional employee was entitled before the leave will be restored. Upon return from leave, an employee will be placed on the next highest step on the salary schedule from that on which the leave was taken, provided all other requirements have been met, and that during the school year in which leave began, more than ninety (90) school days have been worked in the school year of the leave, the employee will return to the same step on the salary schedule. During the leave, full insurance premiums may be paid by the employee if in accord with Town practices.
- E. **FMLA:** The Employer agrees that employees are entitled to all provisions of the Family Medical Leave Act of 1993 as it applies to educational employees for all leaves under the Agreement which qualify under FMLA. Employees may use accrued paid leave of absence, if and to the extent available to them under Sections II. A.1 and 2, for all or part of qualifying leaves under the FMLA.

**ARTICLE III – MATERNITY/CHILD CARE LEAVE**

- A. **Maternity Leave** is a leave of absence granted to all professional employees for the purposes of giving birth and recovering from complications of pregnancy of childbirth, and paid in accordance with Chapter 149, Section 105D. A copy of this law will be permanently posted in each building by the Employer.
1. For maternity leave, a professional employee shall notify the Superintendent at least three (3) months in advance, in writing, of intentions concerning the leave. Such leave will begin at a time that is reasonable to both parties and in the best interest of the school system. When applying for maternity leave, a professional employee may also apply for childcare leave.
  2. Upon return from leave, a professional employee will be considered as if she were actively employed by the Committee during the leave and will be placed on the salary schedule at the level she would have achieved if she had not been absent.
- B. Teachers on leave for at least one school year will notify the Superintendent, in writing, by the April 15<sup>th</sup> next prior to the scheduled return to active employment, of their intent to return to active employment for the next school year. The Committee will notify such employees of such requirement when the leave is approved. Failure of a teacher to timely respond to such notice shall indicate that the teacher does not intend to return to the school system.
- C. **Childcare Leave** is an unpaid leave of absence granted to all professional teacher status professional employees for the purpose of adopting a child or caring for a child.
1. Up to two (2) years of said leave will be granted to all professional teacher status professional employees.
  2. Such leaves will begin and end at a time that is reasonable to both parties and in the best interest of the school system.
  3. Upon return from leave, all benefits to which a professional employee was entitled before the leave will be restored. Upon return from leave, an employee will be placed on the next highest step on the salary schedule from that on which the leave was taken, provided all other requirements have been met, and that during the school year in which leave began, more than ninety (90) school days have been worked. In the event that less than ninety (90) school days have been worked in the school year of the leave, the employee will return to the same step on the salary schedule. During the leave, full insurance premiums may be paid by the employee if in accord with Town practices.

## ARTICLE IV - LEAVES OF ABSENCE

- A. Each professional employee will be entitled to the following temporary leaves of absence, with pay, each school year:
1. **Bereavement:**
    - a. Up to five (5) days' leave will be granted by the Principal for death in the family: e.g., wife, husband, son, daughter, brother, sister, mother, father, or member of the immediate household family.
    - b. Consideration will be given to requests for additional/other bereavement leave by the Superintendent of his/her designee through the building principal.
  2. **Meetings, Conferences, or Visitation to Other Schools:** Days for the purpose of visiting other schools or attending meetings or conferences of an educational nature may be allowed with the approval of the Superintendent or his/her designee.
  3. **When Called by Federal, State, County, or Local Government:** Up to twenty (20) days will be allowed for persons called by the federal, state, county or local government, provided such obligations cannot be fulfilled on days when school is not in session. Professional employees will be paid the difference between their regular pay and the pay which they received from the federal, state, county, or local government for days spent for the government. Requests beyond the twenty (20) days will be given consideration by the Superintendent.
  4. **Personal Days:**
    - a. Up to three (3) personal days per year, non-cumulative, may be granted by the Principal for the purposes of transacting or attending to matters impossible to transact during non-school hours.
    - b. Up to two (2) additional days will be granted for religious observation.
    - c. Twenty-four (24) hours' written notice, whenever possible, will be given to building principals in order to insure adequate coverage.
    - d. Personal days will not be unreasonably denied. However, the Administration has the right to ask a professional employee to reschedule a personal day, when possible, in the case of an emergency. Personal days may not be taken to extend a school vacation period or long weekend. A personal day may be granted by the teacher's immediate supervisor if the purpose is not to extend the vacation or long weekend.

**ARTICLE V – SABBATICAL LEAVE**

- A. A sabbatical leave of up to one (1) year may be granted by the Superintendent to two (2) members of the professional staff under the following conditions.
1. Seven (7) years of unbroken professional service within the Sandwich School System.
  2. The request for a sabbatical leave, including a description of the program of studies and/or a plan of organized activity demonstrating its application of benefit to the system, will be submitted to the Superintendent at least four (4) months prior to the departure for sabbatical leave. Final determination will be made by the Committee.
  3. Payment to a professional employee on sabbatical leave will be fifty percent (50%) of the salary for which the professional employee would qualify if he/she had remained on the staff, less one-half of any direct cash grant (any cash monies received not applicable to tuition or direct educational expenses) awarded.
- B. Upon return from sabbatical leave, the professional employee will be considered as if she/he were actively employed by the Committee during the leave and will be placed on the salary schedule at the level she/he would have achieved if she/he had not been absent.
- C. Professional employees may fully participate in all fringe benefits during sabbatical leave and continue to contribute to those requiring contributions.
- D. **Report of Sabbatical Activity and Accomplishment:** The professional employee granted a sabbatical leave shall submit a report of the results of said leave within three (3) months of the expiration of the sabbatical leave.
- E. **Post Sabbatical Leave Service:** Prior to being granted a sabbatical leave, the professional employee shall enter a written agreement with the Committee that upon expiration of such leave she/he shall return to service in the Sandwich Public Schools for a period equal to twice the length of the sabbatical leave, and that in default of completing such service, she/he shall refund to the Sandwich School Department, unless excused there from by the Committee, an amount proportionate to the salary for the period during which service is not rendered.
- F. **Termination of Leave:** The Committee may, at its discretion, terminate for just cause, any sabbatical leave it has granted subject to due process of the law and all provisions of this Agreement.

## **ARTICLE VI - EXTENDED LEAVES OF ABSENCE**

### **A. Personal Leaves:**

1. Leaves of absence of up to one (1) year without pay may be granted by the Committee for sickness within the immediate family or a personal sick leave extension. Other leaves of absence may be granted at the discretion of the Committee.
2. Requests for leaves will be made to the Committee through the Superintendent. The Committee and the Superintendent agree to respect the confidentiality of any said request.

### **B. Professional Leave:**

1. A leave of absence without pay of up to two (2) years may be granted to any employee with professional teacher status who joins the Peace Corps and is a full time participant in such program.
2. A leave of absence without pay of one (1) year may be granted to any employee with professional teacher status who serves as an exchange teacher and is a full time participant in such program.

C. An employee on a leave of absence under this Article from the beginning of the school year through the end of the school year must notify the Superintendent by March 1<sup>st</sup> in writing, of his/her intent to return to active employment at the beginning of the next school year. The Employer will notify the employee of such requirement when the leave is approved. Failure of the teacher to timely respond to such notice shall indicate that the teacher does not intend to return to the school system.

D. **Return from Leave:** Upon return from such leaves, all benefits to which a professional employee was entitled before the leave will be restored. During the leave, insurance premiums may be paid by the employee if in accord with Town practices.

## **ARTICLE VII - PROFESSIONAL STAFF EMPLOYMENT**

A. **Recruitment and Hiring Policy:** The Committee, in its recruitment and hiring policy, recognizes the desirability of achieving a multiracial and varied background in the professional staff. The Committee will not discriminate with regard to race, creed, color, religion, national origin, gender, marital status, or age.

B. **Letter of Appointment:** As soon as possible following appointment to the Sandwich Public Schools, the Superintendent will give the professional employee a formal letter of appointment stating as specifically as possible the position to which the professional employee will be assigned. A copy of this Agreement will

be made available to new employees.

- C. **Professional Employee's Schedule:** Whenever possible, each employed professional employee will be given a copy of his/her tentative schedule upon leaving school in June and will be advised of any changes in that schedule before the opening of school in September. In the event a schedule is to be changed, the involved professional employee or the Association will be advised of the proposed changes as soon as possible prior to the effective date of the proposed change. If so requested, the professional employee will be given the opportunity to discuss the proposed change with the administrator initiating said change. A representative of the Association may participate in such discussions at the request of the professional employee.
- D. In compliance with the provisions of Chapter 385 of the Acts of 2002, the Superintendent of Schools shall implement the CORI Check procedure as follows:
1. The Superintendent may designate the request procedure for CORI reports to the secretary to the Superintendent. The Superintendent shall be the Gatekeeper for all CORI reports. The Superintendent shall receive, review and store all CORI reports. All CORI reports shall be maintained in a separate secure file in the office of the Superintendent. At the discretion of the Superintendent, the secretary to the Superintendent may receive and file employee CORI reports, provided that performance of such responsibility is confidential and otherwise is in conformance with MGL and the Agreement.
  2. Employees shall be notified that CORI reports are being requested and when such request is actually made. Employees shall sign the request form. Individual CORI reports shall not be requested more than once every three years except for good cause. Employees shall be notified, in writing, when their reports are received. Employees shall be provided an opportunity to view such report and upon request, shall be provided with a copy. Upon termination of employment, an employee's CORI report shall be maintained in such employee's CORI file for a period not to exceed five (5) years after which such report shall be destroyed.
  3. Employees shall be represented by the Association in any meeting arising out of a review of a CORI report. Any personnel action arising from the review of a CORI report are subject to the terms and provisions of the Collective Bargaining Report and the General Laws of Massachusetts.

### **ARTICLE VIII - VACANCIES, PROMOTIONS, AND TRANSFERS**

A. **Vacancies**

1. Whenever any vacancy in a professional area occurs during the school year, it will be adequately publicized by the Superintendent by means of a notice delivered to

the Association as far in advance of the appointment as possible. During the summer recess, written notice of any vacancy will be mailed to the President of the Association or his/her designee. In all situations, the qualifications for the position and its duties will be set forth. Except on a temporary basis, vacancies will not be filled within two (2) weeks from the date the notice is posted on the bulletin board in each school where such postings are traditionally posted in addition to web site posting. Application for such positions shall be filed, in writing, with the Superintendent.

2. All professional employees will be given adequate opportunity to make application for such positions, and the Committee agrees to give due weight to the applicant's attainments, education and professional background, and length of time each has been in the school system. When, in the opinion of the Committee, all other factors are substantially equal, preference will be given to qualified teachers already employed by the Committee. Notification of non-appointments, if so requested, will be sent, in writing, to the individual applicants as soon as the successful candidate has been selected.
3. Appointments will be made without regard to race, creed, color, religion, national origin, gender, age, or marital status.
4. Any person temporarily filling a permanent vacancy will be paid for the first thirty (30) consecutive work days under School Committee policy, and if no action has been taken by the School Committee to fill the vacancy with a different person appointment by the Employee, the professional employee, if qualified and certified, will be appropriately placed on the Teacher Salary Schedule according to contract procedure for that same position. Otherwise, the professional employee shall be placed on Step 1 of the Bachelor's column as provided in Article XX, Section B, Substitute Rate.

**B. Summer School and Federal Program:**

1. All openings for summer school and positions under Federal programs will be adequately publicized as early as possible.
2. Positions in the summer school and positions under Federal programs will be filled first by qualified appointed professional employees in the Sandwich School System if recommended by the program administrator and the Superintendent of Schools as the most appropriate candidate.

**C. Voluntary Transfers:**

1. Professional employees desiring a transfer will submit a written request to the Superintendent by April 1st or within two (2) weeks of the posting of a vacancy. Requests must be renewed each year. In making transfers the qualifications, wishes, length of service of the professional employees, and

the Committee's estimate of the best interests of the Sandwich School System will be the criteria used.

2. No such request for transfer shall be denied for arbitrary, capricious, or punitive reasons. Upon written request, a written reason for denial of a transfer will be given by the Superintendent to the professional employee within ten (10) working days.
3. When the need for transfers arises, the Administration will first seek professional employees willing to transfer voluntarily. However, the final determination of transfers remains with the Administration.

D. **Involuntary Transfers:**

1. Teacher changes in grade assignments in the elementary schools and in course assignment in the secondary schools will be made by the building principal in the best interests of the pupils only after a meeting with the principal. Such changes in assignment must be within the teacher's area of certification.
2. When an involuntary transfer from one building to another is determined to be necessary, by the building principals and the Superintendent of Schools for the purposes of adhering to and implementing the curriculum frameworks to which the school is dedicated, an involuntary transfer will be made only to a comparable position, and only after the teacher, if he/she so requests, meets with the Superintendent. The teacher may also request that a representative of the Association be present at said meeting.
3. When determining which teacher is to be transferred or reassigned, the areas of certification, length of service, major and/or minor fields of study, and the needs of the school system will be considered.
4. Such transfers shall be made only for the good of the system and shall not be made for arbitrary, capricious or punitive reasons.
5. Non-PTS employees will not be requested to serve on interview teams in case of peers and no employee will be required to serve.

**ARTICLE IX – EVALUATIONS**

A. **Evaluation:**

1. All monitoring or observation of the work performance of a professional employee will be conducted openly and with the full knowledge of the professional employee.
2. The use of the public address system or any other audio-visual devices shall be

- strictly prohibited as Observation instruments.
3. The Evaluation System attached hereto as Appendix \_\_ is incorporated by reference.
  4. All written Observation instruments will have the following statements printed clearly on them in appropriate places:
    - a. “Signing this document indicates you have had the opportunity to read this Observation. It does not indicate approval or disapproval of the Observation.”
    - b. “The person being evaluated has the right to submit written statements of agreement/disagreement which will be attached to this Observation.”
- B. **Complaints:** Any complaints regarding a professional employee which form the basis for an adverse entry in their personnel file, made to any member of the administration by any parent, student, or other person, will be called to the attention of the professional employee before it is placed in the file.

No document shall be placed in an employee’s personnel file unless the employee has signed a statement, provided by the Employer on or affixed to the document, that states that the employee’s signature only indicates that he/she has seen the document and shall not be construed to indicate that the employee agrees with any of the contents therein.

- C. **Review and Copy of Personnel Files:** The professional employee will be allowed to review and copy the contents of any of his/her personnel files maintained by the administration upon written request and within one (1) working day. The professional employee will also have the right to submit a written answer to any material in his/her file. His/her answer shall be reviewed by the Superintendent of Schools and attached as submitted to the file copy.
- D. **Revision of Evaluation Instrument:** The current Observation instrument will not be revised without consultation with and input from the Association. A committee with equal membership is to be established to fashion an Observation instrument consistent with the Education Reform Act requirements. The Parties will establish a Joint Observation Study Committee for the purpose of reviewing the existing Observation Procedure and Forms. The Committee will consist of two (2) members appointed by the Committee and two (2) members appointed by the Association.

## **ARTICLE X – SCHOOL COMMITTEE MEETINGS**

- A. **Agenda, Executive Sessions, and Copies of Budget:**
1. A copy of the School Committee’s Agenda will be sent to the President of the Association at the same time the agenda has been delivered to members

of the Committee.

2. When a supplementary agenda is found to be necessary, a copy will be available to the President of the Association at the same time as to the School Committee members.
  3. In the event the Committee discusses reputation, character, physical condition, mental health or any other items included in Chapter 30A, Section 21(a)(1) (the Opening Meeting Law), of the Massachusetts General Laws, said professional employee will have the right to be present and participate in the discussion which will be held in executive session.
  4. A copy of the Superintendent's proposed budget will be made available to the Association at the same time as the public presentation to the Committee.
  5. The Association will be provided with two (2) copies of the printed approved minutes of the open meetings.
- B. **Before any change in policy or new policy is adopted**, the Superintendent of Schools will make available to the President of the Association a copy of the proposed change or new policy. On subjects related to the provisions of this Contract, the Association will have the opportunity to discuss the action with the Committee prior to being put into effect, provided that the Association files such a request prior to the School Committee meeting and within five (5) school days after receipt of said notice.
- C. The President of the Association or a designee will be permitted to speak to any issue(s) as they appear on the agenda provided the Chairman of the School Committee has been notified of such intent during the open forum portion of the agenda.

#### **ARTICLE XI – ASSOCIATION RIGHTS AND PRIVILEGES**

- A. The Association will have the right to use the school buildings without cost at reasonable times for meetings. The principal of the building or community school director will be notified in advance of the time and place of all such meetings.
- B. There will be one (1) bulletin board in each school building which will be placed in the Teachers' Room for the purpose of displaying notices, circulars, and other Association material.
- C. No later than October 1<sup>st</sup> of each year, the Association will be provided with a list of all professional employees and their assignments. Also, at the request of the Association, the schedules of teachers will also be provided.
- D. The President of the Association shall be permitted to transact official business on school property during school hours when the matter is of a pressing nature and

cannot be conducted during non-school hours, and provided that this shall not interfere with or interrupt normal school operations.

- E. Association leave of up to two (2) days per year may be granted to the Association President or his/her designee(s) in order to conduct official Association business. The Association agrees to pay for substitutes for such leave.
- F. There will be no reprisals of any kind taken against any professional employee by reason of his membership in the Association or participation in its activities.

## **ARTICLE XII – SALARY CONDITIONS**

- A. **Placement on Salary Schedule:** Upon appointment to the Sandwich School System, a professional employee will be placed on the teachers' salary schedule. The point of placement will be at the discretion of the Superintendent.
- B. **Advancement on Salary Schedule:**
  - 1. Each year all professional employees will advance one (1) step on the appropriate salary schedule provided three (3) college credits or comparable conference, clinic, workshop, or in-service training credit, based on thirty (30) hours per three (3) credit college course, are earned every three (3) years, unless part of a negotiated overall plan of financial reduction for all staff.
  - 2. Any professional employee who has achieved fifteen (15) credit hours beyond the Bachelors or Masters Degree will be placed on the appropriate (Bachelors +15, Masters +15, Masters +30) scale. Such credits must be taught under the auspices of an accredited college or university. Workshops (up to twelve [12] credits) approved by the Superintendent of Schools, which can be used for increments, are to be accepted.
  - 3. Any professional employee who has achieved forty (40) credit hours beyond the Bachelors Degree will be placed on the Masters scale. Such credits must be taught under the auspices of an accredited college or university. Workshops (up to twelve [12] credits) approved by the Superintendent of Schools, which can be used for increments are to be accepted.
  - 4. Any professional employee who has achieved forty-five (45) or sixty (60) credits beyond the Masters Degree will be placed on the appropriate column.
  - 5. (New) professional employees eligible for lateral movement on the salary schedule shall be advanced on September 1<sup>st</sup> of each school year provided that the professional employee who anticipates qualifying for such advancement shall notify the Superintendent, in writing, to this effect at least six (6) months prior to such advancement. In order to be eligible for the

change, a professional employee must present evidence of achievement of the required academic qualifications to the Superintendent on or before August 15<sup>th</sup>.

C. **Approval of Courses:**

1. Prior written approval by the Superintendent of Schools must be given when the credit for courses is to be applied toward increment/step advancement.
2. Professional employees will keep the Superintendent's Office informed, in writing, in regard to approved courses taken and completed.
3. A professional employee will be compensated for attaining degrees and/or course work only in areas related to the discipline in which they are assigned or as approved by the Superintendent and of benefit to the Sandwich School System.

D. **Definition of Step Increment:** For the purposes of this Agreement, step will mean vertical placement on the salary schedule, and increment will mean horizontal placement on the salary schedule.

E. **Reimbursement of Courses:** Tuition for college graduate level courses, courses or workshops related to a teacher's assignment subject to the approval of the Superintendent through the teacher's principal shall be reimbursed at the rate not to exceed eight hundred dollars (\$800) per course, for any two (2) courses taken within a fiscal year, or three (3) courses taken in a fiscal year for those teachers on the Bachelors columns of the salary schedule. However, reimbursement otherwise provided in this section shall not be granted for courses required for certification of teachers employed by the Committee pursuant to a waiver. Payment shall be made within thirty (30) calendar days of submission of the paperwork demonstrating successful completion of the course and the receipt from the appropriate institution.

F. **Definition of Degrees and Advanced Graduate Study:**

1. **Bachelor's Degree** is defined as a baccalaureate degree earned at a college or university accredited by one of the six Regional Accrediting Agencies.
2. **Master's Degree** is a degree which is awarded by an accredited college or university to an individual who has completed the requirements necessary for attainment of Master's level in a specified discipline.
3. **Doctoral Degree** is a degree which is awarded by an accredited college or university to an individual who has completed requirements necessary for attainment of Doctoral level in a specified discipline.
4. **Advanced Credit** is defined as a graduate level study done at an

accredited college or university and used toward horizontal or vertical advancement on the appropriate salary schedule.

G. **Extra-Curricular Positions:** All extra-curricular positions will be posted on a yearly basis. Every effort will be made to ensure an equitable distribution of positions. A contract will be offered and signed prior to the last day of school. Applicants must respond in writing by May 15<sup>th</sup>. Should a position arise during the year, the position will be posted upon agreement with the Superintendent and the President of the Association.

H. **Longevity Payments:**

1. The longevity schedule shall be as follows:

	<b>FY14</b>
<b>15 years</b>	\$1800
<b>20 years</b>	\$2300
<b>25 years</b>	\$2800
<b>After 30 years</b>	\$3300

2. Longevity payments are to be made on or before the last pay date in December. Retiring employees who elect to receive their last longevity payment in June shall provide a sixty (60) day written notice to the Superintendent.

I. **Salary Payment Options:**

1. Teachers agree to bi-weekly pay: 26 payments with a lump sum or 26 payments over 52 weeks.
2. The administration will distribute a form to each professional employee prior to the close of school in June requesting each professional employee to select one of 2 payment options for the following school year.

### **ARTICLE XIII – HOURS AND WORK YEAR**

A. **School Calendar:**

1. The Committee will establish a school calendar not to exceed one hundred eighty (180) instructional school days in accordance with current state regulations. In the event said regulations are amended, all relevant and pertinent provisions of this Agreement, except for salary, will be negotiated. Work required which extends the above-stated instructional one hundred eighty (180) day school year (excluding the days under Paragraph B below) will be paid on a pro-rated per diem basis, based upon 1/180 of the professional employee's salary.

2. When the Superintendent recommends the School Calendar to the

School Committee for its first reading, copies will be presented to the Association at the same time. The School Committee and Superintendent will give serious consideration to any concerns expressed in writing by the Association regarding the calendar. The School Committee shall not vote to approve the proposed calendar in fewer than ten (10) school days following the first reading of the Superintendent's proposed calendar. Once the calendar has been established, the Committee will not effect any major changes without first consulting with the Association.

3. The teacher work year shall begin no earlier than the Wednesday before Labor Day, shall not include the Friday before Labor Day, and shall end no later than June 30<sup>th</sup>. In no event will the students' school year begin earlier than the Tuesday following Labor Day.

B. **Days Prior to School Opening and End of School Year:** Professional employees may be required to attend up to, but not exceeding, three (3) non-teaching days per year. Two (2) of said days will be prior to the opening of school. A reasonable amount of time will be allowed for room preparation and/or planning by professional employees. At the close of the school year, professional employees may leave when all assignments have been completed and approved by the principal or his/her designee.

1. Define "a reasonable amount of time" to be eight (8) hours of teacher/Association time and six (6) hours of Administrator initiated time over the two (2) days. Administrator time shall be defined as all time scheduled by the Superintendent of Schools, School Committee and/or administrator. Teacher/Association time shall be defined as any activity initiated by teacher(s) or the Association.
2. The two (2) days shall be scheduled from 8:00 AM to 3:00 PM. The half hour for breakfast on the building-based day shall be teacher/Association time and the half hour on the District-wide day shall be Administrator time.
3. Administrator time shall be scheduled in consecutive hours commencing at the beginning of each day.
4. The District-wide day shall, whenever possible, be scheduled as the first of the two days.
5. An Association committee of up to five (5) members appointed by the Association President shall meet with the Superintendent and up to five (5) of his/her designees each year no later than May 1<sup>st</sup> to discuss the agenda and schedule of the two (2) days and the Superintendent shall fully consider the Association's input.

C. **Work Week:**

1. The work day for teachers shall begin no earlier than 7:00 AM and no later than 8:45 AM and shall extend no longer than seven (7) consecutive hours, except as

specifically provided in Section C.3, below, and Section D., below.

2. All day In-service days shall be scheduled from 8:00 AM to 3:00 PM, including those scheduled on Fridays and the day before holidays.
3. On Fridays and days proceeding a school holiday, professional employees will be permitted to leave after the departure of the buses at the end of the instructional day.
4. The starting and ending times of the professional employee workday will be clearly stated in the professional employee's handbook.
5. Professional employees at the high school level will be scheduled for no more than three (3) major courses or the equivalent per semester. Two (2) minor courses may be substituted for one (1) major course. If scheduled to teach all minor or a mix of major and minor courses, the number of different preparations shall not exceed three.
6. Permission to leave early may be granted by the principal or his/her designee. (Sign out – see Article XIV).

D. **Staff Meetings, Evening Meetings, and Open House:**

1. Administratively scheduled meetings, including but not limited to faculty, department, and curriculum, of up to one (1) hour in length, will not exceed one (1) meeting every other week unless agreed upon by the Association and the Superintendent. Such meetings will begin after the departure of the buses and are exclusive of the 35-hour workweek.

In addition to the above, teachers shall extend their regular workday for one (1) hour exclusively for teacher directed student/teacher centered activities each month (September through June). This time may be spread over more than one day when necessary; however, it may not be used in increments of less than thirty (30) minutes. Teachers shall maintain a log of such activity.

2. Professional employees will be required to attend no more than three (3) evening meetings each school year. The evening meetings will not exceed two (2) hours in duration.
3. The administration will attempt to schedule Observation Team Meetings within the workday as defined in this Article. (See Article XV, Section G)

E. **Advisories**

1. The purpose of advisories shall be to encourage conversation and rapport between students and staff. Advisories shall not replace specialized services including but not limited to social worker, guidance counselor, school psychologists and nurses.

2. Advisory responsibility will be equitably divided among all bargaining unit members except itinerant and special subject teachers at the elementary schools.
3. Each school will integrate a minimum of 60 minutes of advisory time each week, in increments of not less than 10 minutes, during the school day.
4. When possible, advisors will be assigned no more than 15 students.
5. Teachers will not be formally observed or evaluated during advisories. Advisories shall not require formal lesson plans and students shall not receive grades. There will be no reduction in prep time as stipulated in this Agreement

#### **ARTICLE XIV – WORKING CONDITIONS**

- A. **Non-Assignment Outside of Certification Area:** Professional employees will not be assigned on a regular basis outside their areas of certification, except in unusual circumstances, and with the exception of positions not requiring state certification.
- B. **When Professional Employee is Absent:** If a professional employee is absent, every effort will be made to hire a qualified substitute. This provision may not apply to the following positions: speech/language therapists, generic specialists, school adjustment counselors, school psychologists, coordinators, guidance counselors, media personnel.
- C. **Non-Professional Duties:**
  1. All non-professional duties as assigned and/or approved by the administration will be shared equitably. No non-professional duties will be assigned beyond the time of departure of the regular buses on Fridays or the days preceding a school holiday or vacation period.
  2. Professional employees will not be required to transport pupils.
  3. Professional employees will not be required to escort pupils to non-school activities beyond the time of departure of the regular buses and will not be held accountable for the same.
- D. **Education Support Personnel:** The Committee realizes the importance and need of Education Support Personnel for professional employees and will continue to provide Education Support Personnel when, in its opinion, it deems them necessary and so budgets. The Committee will seek the input of the professional staff concerning the need for Education Support Personnel. In the event a kindergarten class has twenty-four (24) or more students assigned to it, an Educational Support Personnel will be

assigned to that class.

- E. **Compensation Extra-Duty Work:** Compensated “extra-duty” work will not be mandated.
- F. **Duty-Free Lunch:** Each professional employee will have a duty-free lunch period at least equal in length to that of the students to be taken during normal lunch time for that school, except under unusual circumstances.
- G. **Signing In and Signing Out:** Professional employees will be required to “sign in” at the beginning of the workday. “Signing out” will be required only when a professional employee has permission to leave early. This is a tool for managerial purposes and not for Observation.
- H. **Preparation Periods:**
  - 1. Each full-time professional employee with regularly scheduled daily instructional responsibilities will have a minimum of one (1) preparation period of not less than forty (40) consecutive minutes each day.
  - 2. Said forty (40) minutes need not be consecutive if the professional employee has the ability, according to schedule, and the desire to do so.
  - 3. Professional employees will not be required to relinquish preparation periods. If a professional employee agrees to relinquish a preparation period upon request of the administration, he/she does so with no compensation one (1) time per semester. Thereafter, said loss of preparation period will be compensated at the rate of twenty dollars (\$20) per period or fraction thereof.
  - 4.
    - a. The time provided in Section 1, above, shall be the minimum amount of preparation time for all teachers. The Committee will make an effort to increase preparation time during the term of this Agreement.
    - b. The actual preparation time for teachers which was in existence in each school on June 1, 2004, shall be maintained during the term of this Agreement. The amount of time teachers spent on supervisory duties and the types of duties assigned within each school shall not be increased during the term of this Agreement.
    - c. Effective September 2, 2005, teachers will receive an additional forty (40) minutes of preparation time per week, beyond that which is provided in Section 1, above. This additional preparation time shall not be in increments of less than twenty (20) consecutive minutes.

- d. Effective September 1, 2012, teachers will receive an additional forty (40) minutes per week beyond that which is provided in Section 1 and Section 4, b. above, provided adequate staffing is available. This additional preparation time shall not be in increments of less than twenty (20) consecutive minutes. The parties agree that during the 2011-2012 school year, less the 2.0 FTEs teaching foreign language in grades 5 & 6, 40 minutes of additional preparation time, in increments of no less than 20 consecutive minutes, could have been scheduled if the staff had been scheduled for that purpose.

I. **Teaching of Different Courses/Levels of Ability:**

1. Whenever possible, no professional employee at the high school will be required to teach more than two (2) different preparations in one semester.
2. Whenever possible, no professional employee at the seventh and eighth grade will teach more than three (3) different courses/levels of study.

J. **Planbooks:**

1. Planbooks will project no less than three (3) days in advance at all times. Said Planbooks will be returned to the professional employee no later than the first week of the new school year. Outlines for two (2) additional days will be provided for a total of five (5) days.
2. Grade books shall be turned over to the building principal at the end of the school year and will be returned to teachers at the beginning of the next school year.
3. Both Planbooks and Grade books will be turned over to the Administration as requested. Teachers will have plans available for substitute teachers.

- K. **School Committee and Environment:** The Committee will make every effort to provide each professional employee with comfortable, climatic conditions, and an educationally sound, legal safe environment.

- L. **Entitlement of Professional Employees Covered by Contract:** No professional teacher's status (PTS) will be disciplined, discharged, reprimanded, reduced in rank and/or compensation or denied any benefits of the Contract to which he/she would otherwise be entitled, except for inefficiency, incompetency, incapacity, conduct unbecoming a professional employee, insubordination or other just cause without execution of due process of the law and all provisions of this Agreement. However, the non-renewal of a non-professional teacher status professional teacher's status (non PTS) contract shall not be subject to arbitration under this section of the Contract.

- M. No later than June 1st, administrators shall distribute teaching assignments and class

lists and will make available relevant information regarding student educational needs for the following year to all teachers in grades K through 12. By the end of the school year, any additional information available at that time, which is relevant to effectively meet the educational needs of the students assigned will be provided to the teachers.

N. **Sandwich Curriculum Council:**

The Curriculum Council shall include the following membership:

- Superintendent
- 2 members of the School Committee
- building administrators
- 8 teachers (2 per school) appointed by the Association
- department chairs
- curriculum coordinators
- 4 parent representatives (1 per school)
- 2 high school students

The Council shall meet on a monthly basis and serve as a forum for discussion and review of current and proposed curriculum, programs, technology and materials, and all associated professional development activities. All meetings will be open to the public.

Basic training, including ongoing basic support, for all employees will be provided by the Employer during regular working hours.

Training beyond basic training will be voluntary and if offered by the District, it may be provided beyond regular work hours.

O. **Virtual High School**

The goal of the Sandwich Public Schools (SPS) participation is to offer a distance learning program to students who wish to pursue a program of study that includes a course not presently offered in the Sandwich Public Schools, and does not conflict with in-house comparable offerings.

If a non-high school student is to utilize VHS, he/she must be recommended by the team.

No teacher will be laid off, displaced, replaced, demoted, or transferred as a result of distance learning. Distance learning positions (e.g. site coordinator, teacher) will be posted, and filled on a voluntary basis.

The curricula developed will be the property of the Sandwich Public Schools.

Training will be provided for teachers, outside the contractual day, and will be compensated at the contractual hourly rate. Teachers will grade students in the asynchronous course, regardless of the district. There are no parent conferences for teachers. The teaching position will count as a teaching block.

Training for the site coordinator will be provided outside the contractual day, and will be compensated at the contractual hourly rate. The site coordinator's responsibility is to register students and to monitor their weekly progress on logging in and completing their assigned course activities. They will be responsible for communicating with SPS parents. The position of site coordinator shall be posted. The site coordinator position will count as a teaching period (one-half block)

P. **Mentoring**

The Sandwich School Committee and the Sandwich Education Association agree that the mentoring/induction program for beginning teachers and teachers new to the system shall be as follows:

1. The Committee and the Association shall establish a joint mentoring review committee. The Parties shall each appoint three members to this committee, which shall be responsible for all aspects of gathering data and making recommendations to the parties relating to its findings. This committee shall perform a District mentoring inventory each year, consisting of: assessing the existing plan, policies, and practices; surveying the participants; performing needs assessments; reviewing research and compliance; and making recommendation to the Parties.
2. Appointment to a mentoring position shall be voluntary, but not automatic. The building Principal shall appoint mentors to partnerships. Mentors shall be trained or enrolled in a mentoring course, provided by the Committee, before being appointed. Mentors will serve in no more than one partnership at one time. If service as a mentor ends during a school year, the compensation will be prorated based on the number of school days of the school year served. Mentors shall be matched as closely as possible with their mentees, according to proximity, grade level, discipline, and other relational factors.
3. The mentor will assist the mentee in learning about the work setting, the key people and places, the traditions and organizational culture, the District's expectations of its professional staff, the curriculum, and other programs of the District, developing professional relationships and instilling confidence by enhancing personal and professional development. The mentor must have Professional Teacher Status and have been a part of the specific school community (building) for a minimum of one (1) year.
4. Appointed mentors shall receive the maximum number of professional development points (PDPs) allowed by DESE in the content area for their service.

5. The Administration shall make every effort to assign a mentor to a mentee within ten (10) days of their start date. The District shall provide release time on at least eight (8) occasions or the equivalent of eight (8) half days to allow the mentee to observe or be observed by their mentor. The equivalent of thirty (30) hours of “significant contacts” during the course of a school year should be the goal. Arrangements should be made in advance to provide for any necessary coverage, and with the understanding that emergencies may arise that would require the altering of the plan. These significant contact hours may include a District-wide orientation for mentees and their mentors.
6. The mentor shall not evaluate the mentee. The mentoring partnerships shall not be part of any performance evaluation process. The professional conversations, observations, notes, journals, or logs between the mentor and the mentee relating to the partnership shall be confidential to the mentor and the mentee. Any such written material shall become the exclusive property of the mentee at the end of the school year, or at the end of the partnership, whichever is earlier.
7. The Principal shall maintain contact with the mentees to ascertain that the needs of both parties, mentors and mentees, are met.

Q. **Special Subject Teachers**

When possible, effective September 1, 2012, all Grade K to 8 special subject teachers shall be scheduled to adequately allow for set up for successive classes; e.g. scheduling pairs of contiguous classes containing similar materials and/or curriculum.

**ARTICLE XV – STAFF ON DIFFERENTIALS AND OR ATYPICAL WORK YEAR AND/OR ATYPICAL SALARY CONDITIONS**

A. **Coordinators:**

1. Coordinators will be required to work one (1) full week after the close of the school year and two (2) weeks before the opening of school, and five (5) days at his/her discretion. A coordinator may be required by the building principal or the Superintendent of Schools to report for duty at any other mutually agreeable times to conduct business relative to his/her position, including the interviewing of applicants.
2. Coordinators will be paid a differential of \$2931 for FY11, \$2931 for FY12, and \$2931 for FY13.

B. **Department Heads and Guidance Director:**

1. Department Heads and Guidance Director will be required to work ten (10) additional days to be scheduled by mutual agreement with the

Principal. A Department Head may be required by the Building Principal or the Superintendent of Schools to report for duty at any other mutually agreeable times to conduct business relative to his/her position, including the interviewing of applicants.

2. Department Heads and Guidance Director will be responsible for grades 9-12 only. Department heads will be required to teach two (2) major courses as previously defined in Article XIII. C.4, or an equivalent number of minor courses in either semester.
  3. Department heads and Guidance Director shall be responsible to and supervised by the Building Principal and the Director of Curriculum.
  4. Department heads and Guidance Director will be paid a differential of \$4737 for FY11, \$4737 for FY12, and \$4737 for FY13.
  5. Position descriptions for all department heads will be available to the Association and to all teachers upon request. Vacancies shall be posted in accordance with Article VIII.A.
- C. **Part-time Professional Employees:** Part-time professional employees, as defined in the Recognition Clause, are entitled to all of the benefits of this Agreement and shall have those benefits, along with salary, pro-rated.
- D. **Librarian(s):**
1. The librarian(s) may be required to work up to one (1) week after the close of the school year and up to one (1) week before the opening of the school year as needed. Said professional employee(s) will be paid on the professional salary schedule.
- E. **Guidance Personnel:** Guidance personnel will be paid at the per diem rate per hour for each hour or any fraction of that hour for time spent in administratively approved and/or requested professional related business beyond the work year established in Article XIII, providing the professional employee agrees to an administrative request to do so.
- F. **Nurses:**
1. Nurses will be required to work the hours and year as established in Article XIII. Any additional time, up to four (4) days, as requested and/or approved by administration, will be paid at a per diem rate. Athletic physicals, when given, are considered part of the nurses' job description and are therefore compensated by the regular salary.
  2. Nurses who have a degree will be placed on the Bachelor's column of the

teacher's salary schedule.

G. **Athletic Director:**

1. The Athletic Director will be required to work the last two (2) weeks of August, one (1) full week after the close of school, and five (5) days at the discretion of the Superintendent. The Athletic Director may be required by the building principal or the Superintendent to report for duty at any other time to conduct business relative to his/her position, including the interviewing of applicants for coaching positions.
2. The Athletic Director will be responsible to the Superintendent or his/her designee.
3. The Athletic Director will be required to teach one elective (minor course) per semester.
4. The Athletic Director will be paid a differential of \$7121 for FY11, \$7121 for FY12, and \$7121 for FY13.
5. The position description for the Athletic Director will be available to the Association and all teachers upon request. The position will be posted in accordance with Article VIII.A, that is, it shall be posted annually.

**ARTICLE XVI – CLASS SIZE**

- A. **Class Size:** The Committee will seek to insure that class sizes are of the most effective nature for a sound education. Large group and small group instruction, team teaching, and interdisciplinary programs have their place in any well-governed school system. Whenever possible, small class size will be established for special situations such as fine/industrial arts, laboratory courses, computer center, and classes which include exceptional students of above or below average ability.

To the extent possible with then existing staff during the relevant school year, the Employer shall seek to equitably distribute the student load within grade levels and academic departments within each school and, if the enrollment at each school allows, across the District. In addition, building principals will consider the means by which teachers will meet the individual needs of students.

The Association and the Committee explicitly recognize that it may be necessary to utilize the provisions of Article VIII, Vacancies, Promotions and Transfers, in order to implement the provisions of this Article.

If there are situations to be addressed, discussions between building principals and grade level teams or academic departments regarding the above stipulations shall take place by June 1.

**Designed Capacity of Instructional Area:** Every effort will be made to insure class sizes do not exceed the designed capacity of each instructional area and do conform to State regulations.

- C. **If Classes Exceed Stipulations:** In the event that any classes exceed the above stipulations, the Superintendent, upon request, will discuss the reasons therefore with the Professional Rights and Responsibilities Committee. Any suggestions given by the PR&R Committee to alleviate the situation will be given serious consideration.

### **ARTICLE XVII – STRIKES**

- A. During the term of this Agreement the Association shall not cause or sponsor, and no professional employee shall cause or participate in any strike, work stoppage, or other illegal activity directed against the School Committee. If the Association disclaims, in writing, to the School Committee responsibility for any act prohibited hereby, it shall not be liable in any way thereof. Employees who participate in any such act may be disciplined or discharged without recourse to arbitration provided, however, that the question of their participation shall itself be subject to the grievance and arbitration procedure.
- B. Should any of the aforementioned occur, the Association shall inform, in writing, the known persons involved that their actions are in violation of the contract and are not sanctioned by the Association, and that they are requested to return to work. A copy of all communications regarding these efforts shall be sent to the School Committee.

### **ARTICLE XVIII – TOWN BENEFITS**

1. The Town contribution to the major medical insurance plan will be the rate for school employees. Currently the Town portion is seventy-five (75%) and includes dental coverage.
2. The Town contribution to the employee's basic life insurance plan for two thousand dollars (\$2000) coverage is seventy-five percent (75%) of the total cost.
3. The above provisions may apply to professional employees on extended sick leave, sabbatical leave, and paid maternity leave.
4. Professional employees on unpaid childcare leave or other unpaid extended leaves of absence will have the option to be included in the above insurance plans at their own expense.
5. Persons who take deferred retirement may, at their option, remain members of the medical life insurance plans upon payment of one hundred percent (100%) of the premiums.

6. Upon normal or early retirement, which includes at least ten (10) years of service in the Sandwich School System, a professional employee may, at his/her option, be included in the above insurance plans. The Town's contribution will be as in Items 1 and 2 above.
7. Optional life insurance is available to the employee's salary value in increments of one thousand dollars (\$1000); one hundred percent (100%) cost to the employee at Town rate.
8. Effective July 1, 2007, the indemnity plan known as Blue Cross Blue Shield Master Health Plus will no longer be offered to members. The parties acknowledge that the PPO plans currently offered satisfy the requirement that the Town offer employees an indemnity plan.
9. Part-time employees shall be defined as those professional employees who work half-time (seventeen and one-half {17 ½} hours minimum), and whose schedule differs from the provisions of Article XIII.

#### **ARTICLE XIX – REDUCTION IN FORCE**

Decline in student enrollments, changes in curricular offerings, economic restraints, or other pressing conditions may necessitate the reduction of professional employee positions (as defined in the Recognition Clause of this Agreement).

A. **In the event a reduction in force (RIF) occurs, such reduction shall be accomplished as follows:**

1. The Sandwich School Committee retains the exclusive right to determine the number of professional employee positions which are needed and retains the exclusive right to determine the number of employees to be RIF'd. If reduction in force is to occur, the Employer shall first attempt to accomplish said reduction by attrition.
2. When the School Committee determines that staff reductions are necessary, it will, consistent with applicable laws, accomplish said reduction in the following manner:
  - a. Length of service as defined below shall prevail, unless within the discipline (at the elementary level, discipline is defined as grade level and restricted to a span of plus or minus three [3] years) there is a significant difference in the professional employee's performance. The determination will be made by a review by the Administration of the professional's overall performance and will include Observations from the past five (5) years.
  - b. A Professional Teacher's Status (PTS) employee shall have the right to replace a Non-Professional Teacher's Status (Non PTS) employee holding

a position for which the PTS employee is certified (or certifiable) and qualified.

- c. A professional employee may replace another professional with less systemwide seniority holding a position for which the senior professional employee is certified. A more senior professional employee may be RIF'd if the administration demonstrates that a junior professional employee has a significantly greater professional performance in relation to the subjects to be taught.
  - d. Any senior professional employee who disagrees with the judgment set forth by the Employer or its designee under paragraphs 2 and 2.c. may pursue the matter through the normal contractual procedures.
3. The Administration will provide written notice to each professional employee who may possibly be affected by reduction no later than April 15<sup>th</sup> of each school year. A list of professional employees to be RIF'd will be provided to all staff members and the President of the S.E.A. no later than five (5) days following School Committee action on said reduction. This procedure is to be followed under normal conditions. Any variation necessitated by unusual circumstances will be explained to the Association, in writing, by the Superintendent, and a new time limit will be established by mutual agreement. The list of professional employees to be RIF'd will reflect increasing seniority (from least to most) except in those instances where the administration has demonstrated that a junior professional employee has a significantly greater professional performance.

**B. Definition and Computation of Seniority:**

1. Seniority is determined by length (in years, months, and days) of continuous professional service in the Sandwich Public Schools from the first day of employment during the regular school year. Service in the Mashpee/Sandwich School Union, prior to 1987, will be counted as service in Sandwich for those employed in the Sandwich School System on January 1, 1987.
2. In the event of equal seniority, the professional employee with the greater total contributions to the Sandwich School System shall be retained. Each professional employee shall be responsible for identifying these contributions. Prior experience in education brought to the Sandwich Public Schools System will be considered as contribution to the system. The Administration will determine the value of said contributions.
3. Authorized leaves of absence will not constitute an interruption in continuous service. Seniority will accumulate for extended sick leave and sabbatical leave and paid maternity leave. Seniority will not accumulate for

childcare leave or extended leaves of absence.

4. In the case of professional employees who are working less than one hundred percent (100%), their length of service status for the part-time period will be determined by multiplying the percentage of time worked by the total time period involved; i.e., employee employed by the Employer for forty percent (40%) of the school day a school year, for a total of ten (10) years,  $40\% \times 10 = 4$  years' seniority, plus full-time employment, if any.

C. **Guidelines for Recall:**

1. Professional employees who have been RIF'd will be retained on recall\* for two (2) years from the effective date of their respective layoffs.
  2. During the recall period, professional employees on the recall list will be given first priority and rehired for other positions for which they are certified or possess all of the requirements for certification by the Massachusetts Department of Education. This recall will occur in the inverse order of RIF'ing\*\* as position openings occur, unless proven that there is another candidate on the recall list who has demonstrated a significantly greater professional performance in relation to the available position.
  3. Written notice of position openings will be sent by registered mail to the last address recorded, to all professional employees who have been RIF'd.
  4. If a professional employee fails to notify the Superintendent in writing within fourteen (14) calendar days of the issuance of a recall notice of his/her intent to accept recall, said professional employee shall forfeit all rights and benefits provided for in this Agreement. A professional employee who accepts recall must commence work on the date set forth in the recall notice or within thirty (30) calendar days, whichever is later.
  5. Professional employees who have been RIF'd will be given preference on the substitute list, if they so desire.
  6. During the two (2) years of recall, professional employees are responsible for notifying the School Department and the President of the S.E.A. of any change of address.
  7. If a professional employee is recalled within the two (2) year period, upon return to employment, seniority, accumulated sick leave and placement on the salary schedule will be placed on the level which the employee would have achieved if he/she had not been RIF'd. Health benefits will be available according to Town practice.
- Recall means the right to return to a position or to a similar position.

\*\* The Employer must vote on each layoff individually and the order of RIF'ing shall be

established by the sequence in which the votes were taken. An up-to-date list of recall order by discipline shall be maintained by the Superintendent and shall be available to the Association.

## **ARTICLE XX – SALARY SCHEDULES**

### **A. Salary Agreement:**

- Effective September 1, 2013, the top step of each column shall be increased by two percent (2%);
- Effective September 1, 2013, the other steps of each column shall be increased by one percent (1%);
- Effective on the 92<sup>nd</sup> day of the work year, the other steps of each column shall be increased by one percent (1%). Payments through the year, and published in Appendix A, shall reflect a “blended rate” so the resulting full year payments are equivalent to the negotiated rates;
- Effective June 30, 2014, the top step of each column shall be increased by one percent (1%).
- Extra Duty Compensation and Athletic Salary Schedules shall be reviewed by joint work groups which shall report to the bargaining teams by November 15, 2013 with recommendations.
- Delete “Daily Substitute Rate” from this Agreement.

### **B. Salary Schedules:**

1. Professional Employees (attached)
2. Extra-Duty Compensation (attached)
3. Athletics (attached)

## **SUBSTITUTE TEACHERS**

Employees filling a bargaining unit position for a full school year shall be members of the bargaining unit. A substitute who has been employed in the same position for thirty (30) consecutive workdays shall be considered a member of the bargaining unit effective on the thirty-first workday.

### **Long Term Substitute Rate:**

A substitute teacher hired for two or more weeks of known absence for one individual shall be paid at the rate of \$410.00 per week for the first month and at the rate of \$440.00 per week thereafter.

### **Permanent Substitute Rate:**

Any person hired to complete the school year for a teacher who has taken leave of

absence or resigned, which period is approximately three months, will be paid on a minimum salary. Persons hired for a longer period of time will be at the discretion of the Superintendent of Schools.

**Permanent Substitutes Will Be Allowed:**

Medical and life insurance according to Town practice. In addition, the following provisions will be administered under the intent of the professional employee's Agreement and pro-rated according to length of service:

- Grievance Procedure
- Sick Leave
- Bereavement
- Personal Days
- Observation
- Hours and Work Year
- Working Conditions
- Class Size

**FY14 Professional Salary Scale - First 91 Days 8/28-1/22**

Step	1.00% Increase			2.00% Increase for top step			
	BA	BA+15	BA+40 MA	MA+15	MA+30	MA+45	MA+60
1	39,663	40,561	41,847	42,722	44,043	44,840	45,640
2	42,046	42,920	44,214	45,090	46,391	47,191	47,993
3	44,439	45,311	46,583	47,462	48,748	49,552	50,352
4	46,819	47,689	49,000	49,830	51,108	51,910	52,709
5	49,210	50,076	51,328	52,202	53,451	54,251	55,052
6	51,591	52,471	53,698	54,568	55,816	56,616	57,417
7	53,971	54,853	56,061	56,934	58,165	58,965	59,766
8	56,367	57,243	58,433	59,309	60,518	61,317	62,118
9	58,750	59,626	60,805	61,955	62,874	63,672	64,475
10	61,134	62,007	63,181	64,053	65,231	66,031	66,832
11	63,522	64,395	65,549	66,424	67,592	68,391	69,192
12	66,714	67,608	67,912	68,797	69,943	70,743	71,544
13	-	-	71,148	72,028	72,302	73,103	73,905
14	-	-	-	-	75,570	76,380	77,190

**FY14 Professional Salary Scale -2nd 92 Days 1/23-End**

Step	1.00% Increase			No increase for top step			
	BA	BA+15	BA+40 MA	MA+15	MA+30	MA+45	MA+60
1	40,060	40,967	42,265	43,149	44,483	45,288	46,096
2	42,466	43,349	44,656	45,541	46,855	47,663	48,473
3	44,883	45,764	47,049	47,937	49,235	50,048	50,856
4	47,287	48,166	49,490	50,328	51,619	52,429	53,236
5	49,702	50,577	51,841	52,724	53,986	54,794	55,603
6	52,107	52,996	54,235	55,114	56,374	57,182	57,991
7	54,511	55,402	56,622	57,503	58,747	59,555	60,364
8	56,931	57,941	59,017	59,902	61,123	61,930	62,739
9	59,338	60,222	61,413	62,575	63,503	64,309	65,120
10	61,745	62,627	63,813	64,694	65,883	66,691	67,500
11	64,157	65,039	66,204	67,088	68,268	69,075	69,884
12	66,714	67,608	68,591	69,485	70,642	71,450	72,259
13	-	-	71,148	72,028	73,025	73,834	74,644
14	-	-	-	-	75,570	76,380	77,190

Blended annual rate - FY14							
Step	BA	BA+15	BA+40 MA	MA+15	MA+30	MA+45	MA+60
1	39,862	40,765	42,058	42,937	44,264	45,065	45,869
2	42,258	43,136	44,436	45,317	46,624	47,428	48,234
3	44,662	45,539	46,817	47,701	48,993	49,801	50,605
4	47,054	47,929	49,246	50,081	51,365	52,171	52,974
5	49,458	50,328	51,586	52,464	53,720	54,524	55,329
6	51,850	52,735	53,968	54,842	56,096	56,900	57,706
7	54,243	55,129	56,343	57,220	58,457	59,261	60,066
8	56,650	57,594	58,727	59,607	60,822	61,625	62,430
9	59,045	59,926	61,111	62,267	63,190	63,992	64,799
10	61,441	62,319	63,498	64,375	65,559	66,363	67,168
11	63,841	64,719	65,879	66,758	67,932	68,735	69,540
12	66,714	67,608	68,254	69,143	70,294	71,099	71,904
13			71,148	72,028	72,665	73,470	74,276
14					75,570	76,380	77,190

**Effective June 30, 2014 - 1% increase for top step only**

1% Increase top

<b>Step</b>	<b>BA</b>	<b>BA+15</b>	<b>BA+40 MA</b>	<b>MA+15</b>	<b>MA+30</b>	<b>MA+45</b>	<b>MA+60</b>
1	40,060	40,967	42,265	43,149	44,483	45,288	46,096
2	42,466	43,349	44,656	45,541	46,855	47,663	48,473
3	44,883	45,764	47,049	47,937	49,235	50,048	50,856
4	47,287	48,166	49,490	50,328	51,619	52,429	53,236
5	49,702	50,577	51,841	52,724	53,986	54,794	55,603
6	52,107	52,996	54,235	55,114	56,374	57,182	57,991
7	54,511	55,402	56,622	57,503	58,747	59,555	60,364
8	56,931	57,941	59,017	59,902	61,123	61,930	62,739
9	59,338	60,222	61,413	62,575	63,503	64,309	65,120
10	61,745	62,627	63,813	64,694	65,883	66,691	67,500
11	64,157	65,039	66,204	67,088	68,268	69,075	69,884
12	67,381	68,284	68,591	69,485	70,642	71,450	72,259
13	-	-	71,859	72,748	73,025	73,834	74,644
14	-	-	-	-	76,326	77,144	77,962

**EXTRA DUTY COMPENSATION**

<b><u>Position</u></b>	<b><u>2013 - 2014</u></b>
Honor Society Advisor	\$775
Student Council Advisor	\$2,262
Senior Class Advisor*	\$2,451
Junior Class Advisor*	\$2,451
Sophomore Class Advisor	\$1,322
Freshman Class Advisor*	\$1,322
High School Yearbook Advisor	\$2,541
High School Student Newspaper	\$1,283
Senior DECA Advisor	\$1,795
Junior DECA Advisor	\$1,795
Radio Station Advisor	\$2,262
Math League Club High school	\$775
International Studies Advisor	\$1,710
Key Club	\$505
Language Clubs	\$717
SADD	\$717
Chess Club	\$717
National Art Honor Society	\$717
Diversity Club	\$717
Ecology Club	\$717
Drill Instructor	\$2,862
Marching Band Director	\$3,179
Color Guard Instructor	\$2,862
Percussion (Drum line) Instructor	\$2,862
High School Drama Club and KTC Advisor	\$3,950
High School Asst. Drama Club and KTC Advisor	\$1,438
High School Jazz Band	\$1,942
High School Concert Band	\$1,942
High School Style Show Choir	\$1,942
Competitive Cheerleading Advisor	\$1,867
High School TV Station Supervisor	\$2,262
Auditorium Supervisor	\$2,262
Grade 7 and 8 Student Council Advisor	\$932
Eighth Grade Class Advisor*	\$1,322
Seventh Grade Class Advisor*	\$1,322
Math Counts 7-8	\$775
Homework Club K-8/FOCUS 9-12 (may be multiple days/wk, 1 hr./day)	\$625/day
K-8 Yearbook Advisor per School	\$505
K-8 Drama Advisor per School	\$971
K-8 Chorus Director per School	\$1,691
K-8 Choral Accompanist per School	\$1,237
Grade 7 and 8 Jazz Band	\$1,942
Grade 7 & 8 Brass Ensemble (1/2 year)	\$971
Grade 7 & 8 Woodwind Ensemble (1/2 year)	\$971
Concert Band Gr. 7 & 8	\$1,942
Concert Band Gr. 5 & 6	\$1,942
Concert Band Gr. 4	\$1,942
Grade 5 & 6 Jazz Band	\$1,942
Future Problem Solving/per school (Destination Imagination)	\$717
PALS	\$717

Philosophy Club	\$717
Ultimate Frisbee Club	\$717
Gay Straight Alliance	\$717
Latin Club (middle school)	\$717
Grade 5 & 6 Student Council Advisor	\$932
Outdoor Club (formerly Fishing Club 2009)	\$717
Book Club	\$717
Ticket takers, scorers, time keepers, Dance Chaperones, etc.	
Single Game	\$35
Double Game	\$59
Each Dance	\$90
Mentoring	\$500

The Association President, Building Principals and Superintendent shall meet twice per year (October 31 and April 30) to review extra duty positions. New extra duty positions shall be paid stipends commensurate with existing positions in the Agreement. If the above cannot reach agreement as to commensurate stipends, the Employer and Association shall meet to bargain the stipend.

Personnel: Personnel will be paid at the rate of thirty (\$30.00) dollars per hour for each hour or any fraction of that hour for time spent in a grant-funded activity, program or position when Sandwich Public Schools is the recipient of said grant funding.

**ATHLETIC SALARY SCHEDULE  
9/1/13 – 8/31/14**

<b>Step</b>	<b>Varsity Level 1</b>	<b>Jr. Varsity Level 2</b>	<b>Freshman Level 3</b>	<b>Grade 7/8</b>
1	\$3,519	\$2,708	\$2,438	\$1,315
2	\$4,338	\$3,519	\$2,983	\$1,753
3	\$5,147	\$4,065	\$3,519	\$2,192
4	\$5,965	\$4,883	\$4,065	-----

<b>Team Assistant Coaches</b>	<b>Athletic Trainer</b>	<b>Cheerleading</b>
\$1,231	\$2,283	\$1,437

Any new coaches hired will begin at the first step on the coaching salary schedule for that sport and coaching position. A coach hired with experience will be placed on a step commensurate with his/her experience after the first year in Sandwich.

Compensation will be paid at the end of the season, upon submission of a voucher. Vouchers must be submitted no later than June 25<sup>th</sup>, or will not be paid.

**Extra Duty Compensation and Athletic Salary Schedule:** The parties shall establish a joint subcommittee to review and compare the stipends set forth in the Agreement to neighboring districts and districts in the same league. The joint subcommittee will present this review to the bargaining teams for further negotiation.

**ARTICLE XXI – DURATION**

- A. The terms of this Agreement shall be from September 1, 2013, through and including August 31, 2013. If either party to this Agreement wishes to negotiate the terms of a successor Agreement they shall, on or before November 1, 2013, give written notice to the other party of their wish to so negotiate.
- B. In the event no such written notice is given on or before November 1, 2013, the terms and conditions of this Agreement shall continue for one (1) year commencing September 1, 2014.
- C. In the event the parties commence negotiations for a successor Agreement as provided herein, and such negotiations are not concluded before August 31, 2014, then, in such event, the terms and conditions of this Agreement shall continue in full force and effect until a successor Agreement is executed; but in no event beyond August 31, 2015.

**ARTICLE XXII – PAYROLL DEDUCTIONS**

- A. In accordance with the provisions of General Laws Chapter 180, Section 7, as amended, the Committee agrees to deduct biweekly, from the pay of each individual in the bargaining unit who properly authorizes it, all Association dues and Agency Service Fees which are owed to the Association.
- B. Effective July 1, 2012 and in accordance with the provisions of General Laws Chapter 150E, Section 12, the Committee agrees to implement, as a condition of continued employment, the payment of an Agency Service Fee by any member of the bargaining unit who chooses not to become a member of the Association, provided, however, that in no case shall such condition arise until after the thirtieth calendar day of the beginning of the employee’s employment, or October 15, 2012, whichever is later

*Signed this \_\_\_ day of \_\_\_\_\_ 2013 by the duly authorized representatives of the School Committee and the Association.*

Sandwich School Committee	Sandwich Education Association
Sandwich School Committee	Sandwich Education Association
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Sandwich School Committee	Sandwich Education Association
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April 14, 2014