

AGREEMENT BETWEEN THE
SANDWICH EDUCATION ASSOCIATION
(Teachers)
AND THE
SANDWICH SCHOOL COMMITTEE



Effective July 1, 2024 through June 30, 2027

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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 except to the extent permitted by law. but all other provisions or applications shall continue in full force and effect.

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 equally by the Committee and the Association.

The terms and conditions of this Memorandum of Agreement shall be effective as of September 1, 2015, 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, guidance counselors, 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, Athletic Administrator and Director of STEM Academy

* 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 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, into 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 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 in accordance with the American Arbitration Associations 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.

1. 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 31st 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 is 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 15th 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. And 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 \$40.00 a day for any accumulated sick days up to and not exceeding one hundred eighty (180) days. To receive this benefit, written notice of intent to retire must be provided to the Superintendent of Schools by November 1st prior to the June in which the retirement is to be effective. If notice is not provided by November 1st, the payment will be made at the end of the following fiscal year.

Any unit member who wishes to have his/her benefit pursuant to the paragraph above distributed to a 403b account must notify the employer no less than four (4) months before such payment is to be issued and the notice must include the amount to be paid to the 403b. This amount, added to the unit member's annual 403b deductions, cannot exceed the amount allowed by the IRS.

2. 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.

3. 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. I and 2, for all or part of qualifying leaves under the FMLA,

ARTICLE III – PARENTAL/CHILD CARE LEAVE

A. Parental Leave is a leave of absence granted to all professional employees in accordance with MGL Ch. 149, Section 105D. Employees shall be entitled to use accrued sick leave for the purpose of recovering from complications of pregnancy, and/or childbirth. A copy of this law will be permanently posted in each building by the Employer.

1. For parental 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 parental 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 inform the Superintendent, in writing by the April 15th 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 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.

D. Paid Parental Leave

Regardless of whether the teacher is otherwise entitled to a leave under the Massachusetts Parental Leave statute, or the Family Medical Leave Act (FMLA), a teacher who adopts a child, or whose spouse or surrogate gives birth, shall be entitled to use accrued sick leave so that s/he may bond with the child.

The employer will pay an employee one hundred percent (100%) of their base wages for the first two (2) weeks of parental leave for 1) The purpose of giving birth and/or bonding with a newborn child or 2) The placement of a child under the age of 18, or under the age of 23 if the child is mentally or physically disabled, for adoption with the employee who is adopting or intending to adopt a child. If both parents are eligible, this time shall not be taken simultaneously.

ARTICLE IV - LEAVES OF ABSENCE

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

A number of days, as determined by state statute, will be allowed for persons called by the federal, state, county, local government provided such obligations cannot be fulfilled on days when school is not in session. Employees will be paid the difference between their regular pay and the pay which they receive from the federal, state, county, or local government for days spent for the government.

4. Personal Days

- a. Up to three (3) personal days per year, 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 three (3) unused personal days annually will be rolled over to accumulated sick leave in the subsequent year.
- c. Up to two (2) additional days will be granted for religious observation.
- d. Twenty-four (24) hours' written notice, whenever possible, will be given to building principals in order to insure adequate coverage.
- e. 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 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 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. Notification of Return from Leave

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 the Superintendent by March 1st 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 CORI Checks

In compliance with the provisions of Chapter 256 of the Acts of 2010, commonly referred to as CORI Reform, the Superintendent of Schools shall implement CORI checks at least every 3 years on all present and future employees and volunteers who may have direct and unmonitored contact with children.

1. The Superintendent may designate the request procedure for CORI reports to the Administrative Assistant 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. The Administrative Assistant to the Superintendent is authorized by the Criminal History Systems Board to access criminal offender record information and 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. The Superintendent will comply with the applicable provisions of 803 CMR 2.11 and 2.12 regarding the retention, storage and destruction of the CORI reports. CORI forms may be kept for the duration of the employment or volunteer service and up to three years for post-employment or volunteer service for purposes of defending against any discrimination action at which time they will 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 e-mailed to all members of the Association as far in advance of the appointment as possible. During the summer recess, written notice of any vacancy will be e-mailed to all members of the Association and 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 e-mailed 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 appointed 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 A is incorporated by reference.
4. All written Observation/Evaluation reports and forms will have the following statements printed clearly on them in appropriate places:
 - a. "Signature of the educator indicates acknowledgement of this report; it does not necessarily denote agreement with the contents of the report."
 - b. "Educators have the opportunity to respond to this report in writing and may use the Educator Report Form."

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 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 Evaluation 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 Evaluation instrument consistent with the Education Reform Act requirements. The Parties will establish a Joint Evaluation Study Committee for the purpose of reviewing the existing Evaluation 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 Session, 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 1st 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 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.
- G. Sandwich Public Schools will notify the SEA Membership Chair within 10 days of any change in the employment status of any member of the bargaining unit.

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 courses, 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 Bachelor's or Master's Degree will be placed on the appropriate (Bachelors +15, Masters +15, Masters +30, Masters +45, Masters +60) scale. Such credits must be taught under the auspices of an accredited college or university. In-District courses that offer incremental credit (up to twelve [12] credits per column) approved by the Superintendent of Schools, can be used towards incremental lateral advancement. In-District courses which are offered for PDP's only will not be eligible for incremental lateral advancement.
3. Any professional employee who has achieved forty-five (45) or sixty (60) credits beyond the Master's Degree will be placed on the appropriate column.
4. Professional employees eligible for lateral movement on the salary schedule shall be advanced on September 1st of each school year provided that the professional employee who anticipates qualifying for such advancement shall notify the Superintendent, in to this effect, by December 1st, of such advancement. In order to be eligible for the change, a professional employee must present the official transcript or District workshop record to the Superintendent on or before September 15th.

C. Approval of Courses

1. Prior 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. The total reimbursement of courses shall not exceed \$80,000 per fiscal year, excluding district-directed courses. Reimbursements shall be made on a first-come, first serve basis after approval.

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 15th. 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:

15 years	\$1800
20 years	\$2300
25 years	\$2800
After 30 years	\$3300

2. Effective July 1, 2023, each longevity step will increase by 2%.

15 years	\$1836
20 years	\$2346
25 years	\$2856
After 30 years	\$3366

3. 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.
4. Longevity shall be for consecutive years of service in the Sandwich Public Schools.

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 affect any major changes without first consulting with the Association.
3. The teacher work year shall begin no earlier than the Monday prior to Labor Day, in which case the Friday before Labor Day will be a non-work day, and shall end no later than June 30th.

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) nonteaching 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 one of the first 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 1st 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 preceding 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 shall be held after the work day and are exclusive of the 35-hour workweek. Due to its later start time, meetings may be held before the start of the school day at Forestdale Elementary School. Morning meetings at Forestdale Elementary School shall not begin prior to 7:45 A.M. These meetings shall not extend the workday beyond eight (8) hours.

In addition to the above, teachers shall extend their regular workday for two (2) hours for the purpose of providing teacher-directed extra help/intervention to their students 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)
4. All mentees hired after the 2024/2025 school year may be required to attend summer professional development (e.g., Responsive Classroom, Skillful Teacher, etc.), being compensated at the curriculum rate, that is essential to successful new teacher development and district goals. Teachers may propose alternative professional development offerings that align with the district's new teacher development objectives. Such proposals require written approval for the Superintendent of School prior to participation.

E. Academic Extension Time (WINN, Knight Time, etc.)

1. This provision does not apply to grades PreK-2.

2. The purpose of Academic Extension Time (AET) shall be to provide additional assistance to students, allow time for students to make up missed work, and to counsel students. It is an extension of what is already being taught throughout the school day and does not introduce new content.
3. When possible, AET periods will be assigned no more than 15 students.
4. Teachers may not be formally observed or evaluated during AET. Academic Extension Time shall not require formal lesson plans and students shall not receive grades. There will be no reduction in prep time as stipulated in the Agreement.
5. Under the Teacher's direction, students will participate in any variation of independent, small-group intervention, and/or enrichment activity.
6. In grades 7-12, the first AET period of the week shall be used for scheduling students to AET periods. Teachers shall schedule the students using the district provided scheduling software. Training on the software will be provided.
7. There will be no AET period on early release days.

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 the end of dismissal procedure, no later than the end of the contractual day 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.
4. The President of the SEA shall not be assigned any non-professional duties.

D. Educational Support Professional

The Committee realizes the importance and need of Education Support Professionals for professional employees and will continue to provide Education Support Professionals 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 Professional 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 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

1. Whenever an employee is absent from school as a result of a personal injury caused by an interaction with a student throughout the course of their work day and/or other school related activities, and through no fault of their own, the employee will be paid their full salary, less the amount of any worker's compensation award made for temporary absence due to said injury, for the period of such absence. Employees who receive on-the-job injuries must report said injuries to their Building Principal as soon as possible.
2. Employees shall report all injuries on the approved form(s). Forms shall be available in the main office and nurse's office in each of the schools. Employees are encouraged to have injuries reviewed by the school nurse.
3. The Committee will reimburse the employee for any clothing or other personal property damaged or destroyed as a result of an interaction with a student in the course of their employment not caused by the negligence of the employee.

4. The Committee shall provide an electronic means on each school website for employees to report building maintenance and/or repair concerns. The employee shall be notified electronically within 72 hours of filing the report that the concern was received. An estimated response time will be included with the notification.

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 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. 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).

O. 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 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.

P. Special Subject Teachers

When possible, 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.

Q. Student Information System

The School Committee shall provide a student information system to enable teachers to improve the communications between home and school by allowing teachers to enter grades for all assignments. For SMHS teachers, it is expected that current progress of grades/assignments be updated in the family portal of the student information system at a minimum of every ten (10) school days so students and parents/guardians may have formal communication of the current grades. It is understood that requirements for electronically entering end of term grades and issuing warning notices each marking period shall continue.

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

A. 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 and shall be paid at his/her pro rata hourly rate for such additional time.
2. Department Heads and Guidance Director will be responsible for grades 7-12 only. Department Heads will be required to teach one (1) major course as previously defined in Article XIII. CA, 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 \$5,177.
5. Position descriptions for all department heads will be available to the Association and to all teachers upon request. Vacancies shall be posted annually and in accordance with Article VIII.A.

B. 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, prorated.

C. Librarian(s)

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.

D. Guidance Personnel

Guidance personnel will be required to work an additional five (5) days per year above and beyond the work year established in Article XIII. Guidance personnel will be paid at the per diem rate for the additional days. The additional five (5) days shall be mutually scheduled with the principal. Any additional time 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 and this section, providing the professional employee agrees to an administrative request to do so.

E. Nurses

1. Nurses will be required to work an additional five (5) days per year above and beyond the hours and year as established in Article XIII. Nurses shall be paid at their per diem rate for the additional days. The five (5) days shall be mutually scheduled with the principal. Any additional time, as requested and approved by administration, will also be paid at a per diem rate.
2. Nurses who have a degree will be placed on the Bachelor's column of the teacher's salary schedule.

ARTICLE XVI – CLASS SIZE

A. Class-Size

The Committee will seek to ensure 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.

B. Designed Capacity of Instructional Area

Every effort will be made to ensure 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 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

- A. 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
- B. The Town contributions to the employee's basic life insurance plan for two thousand dollars (\$2000) coverage is seventy-five percent (75%) of the total cost.
- C. The above provisions may apply to professional employees on extended sick leave, sabbatical leave, and paid maternity leave.
- D. 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.
- E. 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.

- F. 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 I and 2 above.
- G. 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.
- H. 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 Evaluations 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 system wide 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 as soon as possible but no later than May 1st 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

Year 1 - Teachers Market adjustment to salary schedule. Members who would have moved a step shall continue to do so.

- Drop step 1
- 2% COLA applied to adjusted salary schedule
- Add new top step 2.5% higher than previous top step
- Add \$500 base building for steps except the top step of each lane

Year 2 - 3.25% COLA applied to salary grid and appendices

Year 3 - 3.25% COLA applied to salary grid and appendices

B. Salary Schedules

1. Professional Employees (below)

2. Extra-Duty Compensation (below)

3. Athletics (below)

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 four (4) or more weeks of known absence for one individual shall be paid on a BA Step 1 minimum salary. Persons hired for a longer period of time may be placed on a higher step and/or lane at the discretion of the Superintendent of Schools.

Long Term 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

	2024/2025	2%						
Previous	New Step	BA	BA+15	BA+40 MA	MA+15	MA+30	MA+45	MA+60
1								
2	1	\$56,861	\$57,966	\$59,579	\$60,997	\$62,944	\$64,287	\$65,616
3	2	\$58,371	\$59,476	\$61,114	\$62,506	\$64,457	\$65,806	\$67,142
4	3	\$59,880	\$60,983	\$62,646	\$64,015	\$65,967	\$67,324	\$68,666
5	4	\$62,912	\$64,012	\$65,600	\$67,037	\$68,967	\$70,336	\$71,700
6	5	\$65,930	\$67,048	\$68,604	\$70,054	\$71,998	\$73,383	\$74,753
7	6	\$68,950	\$70,069	\$71,602	\$73,068	\$75,006	\$76,407	\$77,796
8	7	\$71,989	\$73,257	\$74,610	\$76,096	\$78,022	\$79,432	\$80,840
9	8	\$75,011	\$76,123	\$77,617	\$79,469	\$81,039	\$82,466	\$83,886
10	9	\$78,035	\$79,142	\$80,702	\$82,626	\$84,261	\$85,745	\$87,221
11	10	\$81,064	\$82,171	\$83,909	\$85,911	\$87,613	\$89,154	\$90,690
12	11	\$85,114	\$86,246	\$87,246	\$89,328	\$91,096	\$92,702	\$94,298
13	12	\$86,729	\$87,890	\$90,716	\$92,383	\$94,221	\$95,887	\$97,550
14	13	\$0	\$0	\$92,472	\$94,693	\$98,489	\$100,224	\$101,953
	14	\$0	\$0	\$0	\$0	\$100,439	\$102,218	\$103,989

2025/2026 3.25%							
Step	BA	BA+15	BA+40 MA	MA+15	MA+30	MA+45	MA+60
1	\$58,709	\$59,850	\$61,515	\$62,980	\$64,990	\$66,376	\$67,748
2	\$60,268	\$61,409	\$63,100	\$64,537	\$66,551	\$67,945	\$69,324
3	\$61,826	\$62,965	\$64,682	\$66,095	\$68,110	\$69,512	\$70,898
4	\$64,957	\$66,092	\$67,732	\$69,216	\$71,209	\$72,622	\$74,030
5	\$68,072	\$69,227	\$70,834	\$72,331	\$74,338	\$75,768	\$77,182
6	\$71,191	\$72,346	\$73,929	\$75,443	\$77,444	\$78,890	\$80,325
7	\$74,329	\$75,638	\$77,035	\$78,569	\$80,557	\$82,014	\$83,468
8	\$77,449	\$78,597	\$80,139	\$82,052	\$83,673	\$85,146	\$86,613
9	\$80,571	\$81,714	\$83,325	\$85,312	\$86,999	\$88,531	\$90,056
10	\$83,699	\$84,841	\$86,636	\$88,704	\$90,460	\$92,052	\$93,638
11	\$87,880	\$89,049	\$90,082	\$92,231	\$94,057	\$95,714	\$97,363
12	\$89,548	\$90,746	\$93,665	\$95,386	\$97,284	\$99,004	\$100,720
13	\$0	\$0	\$95,477	\$97,771	\$101,690	\$103,482	\$105,267
14	\$0	\$0	\$0	\$0	\$103,703	\$105,540	\$107,369

2026/2027 3.25%							
Step	BA	BA+15	BA+40 MA	MA+15	MA+30	MA+45	MA+60
1	\$60,617	\$61,795	\$63,515	\$65,026	\$67,102	\$68,533	\$69,950
2	\$62,227	\$63,405	\$65,151	\$66,635	\$68,714	\$70,153	\$71,577
3	\$63,836	\$65,011	\$66,784	\$68,244	\$70,324	\$71,771	\$73,202
4	\$67,068	\$68,240	\$69,933	\$71,465	\$73,523	\$74,983	\$76,436
5	\$70,285	\$71,477	\$73,136	\$74,681	\$76,754	\$78,231	\$79,691
6	\$73,504	\$74,697	\$76,331	\$77,895	\$79,961	\$81,454	\$82,935
7	\$76,745	\$78,096	\$79,538	\$81,123	\$83,175	\$84,679	\$86,180
8	\$79,966	\$81,151	\$82,744	\$84,718	\$86,393	\$87,913	\$89,427
9	\$83,189	\$84,370	\$86,033	\$88,084	\$89,827	\$91,409	\$92,983
10	\$86,419	\$87,598	\$89,452	\$91,586	\$93,400	\$95,044	\$96,681
11	\$90,736	\$91,943	\$93,009	\$95,228	\$97,114	\$98,825	\$100,527
12	\$92,458	\$93,695	\$96,709	\$98,486	\$100,445	\$102,221	\$103,994
13	\$0	\$0	\$98,580	\$100,948	\$104,995	\$106,845	\$108,688
14	\$0	\$0	\$0	\$0	\$107,074	\$108,970	\$110,859

- * Teachers on the B and BMS columns who have not reached Steps 11 and 12 of the B and B+15 columns by August 31, 2017, will not be eligible to move to Steps 11 and/or 12.
- * Effective August 31, 2017, B+40 shall not be available to teachers who have not obtained 40 credits beyond a Bachelor's degree by that date.
- * Effective September 1, 2017, teachers who have not received 40 credits beyond a Bachelor's degree will need to obtain a Master's degree to be eligible for the B+40/MA column.

SCHEDULE OF SALARIES / INTERSCHOLASTIC ATHLETICS PROGRAM

* 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 half mid-season and the balance at the end of the season.

		2024/2025				2025/2026				2026/2027			
		STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP
Classification & Position		1	2	3	4	1	2	3	4	1	2	3	4
A.	Football Head	\$5,114	\$5,983	\$6,842	\$7,710	\$5,280	\$6,177	\$7,064	\$7,961	\$5,452	\$6,378	\$7,294	\$8,219
B.	Basketball Head	\$4,159	\$5,028	\$5,887	\$6,755	\$4,294	\$5,191	\$6,078	\$6,975	\$4,434	\$5,360	\$6,276	\$7,201
	Ice Hockey Head												
C.	Baseball Head	\$3,734	\$4,604	\$5,462	\$6,330	\$3,855	\$4,754	\$5,640	\$6,536	\$3,981	\$4,908	\$5,823	\$6,748
	Field Hockey Head												
	Lacrosse Head												
	Soccer Head												
	Softball Head												
	Voile ball Head												
	Wrestling Head												
D.	Cross Country Head	\$3,416	\$4,285	\$5,144	\$6,012	\$3,527	\$4,424	\$5,311	\$6,207	\$3,642	\$4,568	\$5,484	\$6,409
	Football First Assistant												
	Indoor Track Head												
	Outdoor Track Head												
	Swimming & Diving Head												
E.	Basketball First Assistant	\$3,098	\$3,967	\$4,825	\$5,693	\$3,199	\$4,096	\$4,982	\$5,878	\$3,303	\$4,229	\$5,144	\$6,069
	Cheerleading Head												
	Football Second Assistant												
	Golf Head												
	Hock First Assistant												
	Sailing Head												
	Tennis Head												
F.	Baseball First Assistant	\$2,461	\$3,330	\$4,189	\$5,057	\$2,541	\$3,438	\$4,325	\$5,221	\$2,624	\$3,550	\$4,466	\$5,391
	Basketball Second Assistant												
	Field Hockey First Assistant												

	Ice Hockey Second Assistant												
	Indoor Track, First Assistant												
	Lacrosse First Assistant												
	Outdoor Track First Assistant												
	Soccer First Assistant												
	Softball First Assistant												
	Swimming & Diving First Assistant												
	Volleyball, First Assistant												
G.	Baseball Second Assistant	\$2,143	\$3,012	\$3,870	\$4,738	\$2,213	\$3,110	\$3,996	\$4,892	\$2,285	\$3,211	\$4,126	\$5,051
	Cheerleading First Assistant												
	Field Hockey Second Assistant												
	Indoor Track Second Assistant												
	Lacrosse Second Assistant												
	Outdoor Track Second Assistant												
	Sailing First Assistant												
	Soccer Second Assistant												
	Softball Second Assistant												
	STEM Interscholastic												
	Volleyball Second Assistant												
	Golf Assistant												
H.	STEM, Instructional (meets twice per week for six (6) weeks	\$2,081				\$2,149				\$2,218			
	Scorers, Timekeepers, Ticket Takers	\$42.45	per game and \$79.59 for 2 consecutive games			\$43.83	per game and \$82.18 for 2 consecutive games			\$45.25	per game and \$84.85 for 2 consecutive games		

Athletic Coaching Hiring Timelines

In accordance with the CBA, postings for all athletic coaching positions will be publicized to membership digitally by May 15th with the exception of the deadlines outlined below for seasonal coaching postings:

- Fall: the final Monday of June
 - Winter: the final Monday of October
 - Spring: the second Monday of January
1. Currently held coaching positions may be renewed prior to the application due date by the Athletic Director.
 2. Coaching positions will be announced no later than two weeks prior to the start of the season unless the position has not been filled. Vacant positions will remain posted.
 3. The Athletic website will be updated as needed to include available positions by season and current positions that have been filled.
 4. Interviews:
 - a. When an athletic position is contested, an interview will be held for all internal candidates.
 - b. All interviews must be conducted in a consistent process, including common questions.
 - c. No interviews will take place until open postings have been adequately publicized.
 5. Should there be a resignation by a head coach, these vacant positions will be reposted to all membership.
 6. The current joint-labor management committee will meet and come to consensus by September 30, 2024 on a concise evaluation instrument to be used for all coaches starting in the 2024-25 school year.

SCHEDULE OF SALARIES/CLUBS AND ACTIVITIES

The full stipend listed in the collective bargaining agreement shall be paid to every member holding a stipend position unless, in response to a posted vacancy, two (2) members jointly apply for one stipend position and indicate that they each are willing to share the duties and responsibilities of the position and would be willing to share the stipend equally. Within the application for the shared stipend position, the members will describe how the duties and responsibilities will be divided.

It is the intent of this agreement that in circumstances where members are sharing a stipend, there must clearly be a corresponding reduction in the scope of responsibility for the duties of the position and neither member shall be responsible for the full scope of the position.

Category A	2024-2025	2025-2026	2026-2027
Art	888	917	947
Book Club 7-12	888	917	947
Chess	888	917	947
Class Advisor Grade 7	888	917	947
Destination Imagination	888	917	947
Environmental Awareness (Ecology, Recycling, Garden)	888	917	947
Foreign Language (Chinese, French, Latin, Spanish)	888	917	947
Gay, Lesbian, Bisexual, Transgender (GLBT) Advisor (Legal Mandate)	888	917	947
Graduation Coordinator	888	917	947
Habitat for Humanity	888	917	947
Homework Lab Focus	888	917	947
Improv	888	917	947
Key Club	888	917	947
Math Counts	888	917	947
Math Team	888	917	947
National Honor Society (Art, Computer Science, English, Science, Spanish, Mu Alpha Theta, Rho Kappa	888	917	947
National Honor Society - Junior High School	888	917	947
Outdoors Club 7-12	888	917	947
Peer Assisted Learning Strategies (PALS) (Big Brother/Big Sister)	888	917	947
Philosophy	888	917	947
Robotics for STEM	888	917	947
SADD - Students Against Destructive Decisions	888	917	947
Disc Sports Club	888	917	947
Astrophysics Club	888	917	947
Bee Club	888	917	947
Best Buddies	888	917	947
BOKs Coach	888	917	947
Chica for Change	888	917	947
Civic Action Club	888	917	947
Creative Writing Club	888	917	947
Debate	888	917	947
Diversity Club	888	917	947
Dungeons & Dragons Club	888	917	947
E-Sports Club	888	917	947
Homework Club	888	917	947
Kickball Club Coach	888	917	947

Kindness Club	888	917	947
Kindness for Cancer Club	888	917	947
LEGO Club	888	917	947
Mental Health Advocacy Project	888	917	947
Running Club	888	917	947
Science/Engineering Club	888	917	947
SEL Club	888	917	947
Table Top Games	888	917	947
Unified Sports	888	917	947
Video Game Club	888	917	947
First Year Club/Intramurals	888	917	947
Category B			
Class Advisor Grade 8	1068	1103	1139
Dance Club (Adaptive Dance)	1068	1103	1139
Drama K-6	1068	1103	1139
Student Council K-6	1068	1103	1139
Student Council STEM	1068	1103	1139
BOKs Coordinator	1068	1103	1139
Category C			
Class Advisor Grade 9	1514	1563	1614
Class Advisor Grade 10	1514	1563	1614
Yearbook for K-8	1514	1563	1614
Category D			
DECA	2058	2125	2194
Category E			
Jazz Band 7-12	2225	2297	2372
JV Jam Band 7-12	2225	2297	2372
Knights Theatre Company (KTC) Assistant (full year)	2225	2297	2372
Radio Station Advisor	2225	2297	2372
PEP Band	2225	2297	2372
Grade 3-6 Jazz Band	2225	2297	2372
Grade 3-6 Concert Band	2225	2297	2372
Grade 7-12 Concert Band	2225	2297	2372
Choir Club K-6	2225	2297	2372
Category F			
Student Council High School	2798	2889	2983
Television Station Supervisor	2798	2889	2983

Yearbook High School	2798	2889	2983
Category G			
PreK-6 Team Leader	2000	2065	2132
Class Advisor Grade 11	3280	3387	3497
Class Advisor Grade 12	3280	3387	3497
International Studies 7-12	4033	4164	4299
Show Choir (STYLE) and Sandwich Soul	4033	4164	4299
Sandwich Soul Choreography	4033	4164	4299
Category H			
Auditorium Supervisor (full year & non-school events)	3714	3835	3959
Knights Theatre Company (KTC) 7-12 (full year)	4775	4930	5090
Aquatics Coordinator	8000	8260	8528
Marketing and Public Relations Coordinator	7573	7819	8073
Category - Other			
After School Detention (beyond teacher workday)	30.00/hr.	30.98	31.98
K-6 Accompanist (separate from the choral teacher)	31.84/hr.	32.87	33.94
Mentors	1500	1549	1599
Mentor Trainers (Trained to Train Mentors)	2000	2065	2132
Tutoring	45.00/hr.	46.46	47.97
Curriculum Development and grant work	40.00/hr.	41.30	42.64
PreK-8 Band, Chorus, Special Choral, and Instrumental per performance, concert or parade	265	274	283
Dance Chaperones	96/dance	99	102
Team Leaders at Oak Ridge	2000	2065	2132

Understandings

- The principal shall determine which clubs will actually run subject to enrollment
- Stipends are for work outside of school hours.
- All advisors are annual appointments. Interested parties must submit a letter of intent on an annual basis.

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.

ARTICLE XXI - DURATION

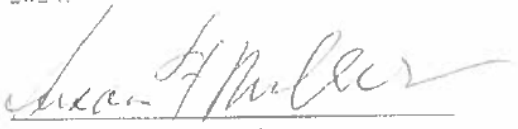
- A. The terms of this Agreement shall be from July 1, 2024, through and including June 30, 2027.
- B. In the event no such notice is given on or before November 1, 2024, the terms and conditions of this Agreement shall continue for one (1) year commencing July 1, 2024.
- C. In the event the parties commence negotiations for a successor Agreement as provided herein, and such negotiations are not concluded before July 1, 2024, 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 June 30, 2025.

ARTICLE XXII - PAYROLL DEDUCTIONS

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 which are owed to the Association.

Signed this 14th day of August 2024 by the duly authorized representatives of the School Committee and the Association.

WHEREFORE, the Committee and the Association have caused this MEMORANDUM OF AGREEMENT to be executed by their duly-authorized representatives this 14 day of August 2024.



For the Committee



For the Association

AGREEMENT BETWEEN THE
SANDWICH EDUCATION ASSOCIATION
(Education Support Professionals)
AND THE
SANDWICH SCHOOL COMMITTEE



Effective July 1, 2024, through June 30, 2027

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ARTICLE I – RECOGNITION AND SCOPE

For the purpose of collective bargaining with respect to wages, hours, and working conditions, the negotiation of collective bargaining agreements and any other questions arising thereunder, the Committee recognizes the Sandwich Education Association (hereinafter the "Association") as the exclusive bargaining agent and representative of all Education Support Professionals (Employee(s) employed by the Sandwich School Committee) [hereinafter the "Committee"].

No addition to, alteration, modification, or waiver of any of the terms or provisions of this Agreement shall be valid, binding, or of any force or effect unless it is made in writing and executed by the Committee and the Association. The failure by the Committee or by the Association in one or more instances to observe or enforce any provisions of this Agreement shall not be construed to be a waiver of said provisions. If any provisions of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provisions or applications shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. This Agreement incorporates the entire understanding of the parties on all issues, which were or could have been the subject of negotiations.

ARTICLE II – 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 maxima 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 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 not more than fifteen (15) days after the grievant knew or should have known of the alleged violation. The grievant or Association representative will first present the grievance to their Principal or immediate supervisor with the objective of discussing and resolving this 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 and/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. The Superintendent shall render a written decision to the grievant and the Association within ten (10) days next following the submission to Level Two. The Superintendent may meet with the grievant to discuss the grievance within ten (10) days from receipt of the submission to Level Two. If such meeting occurs, the Superintendent shall render a written decision to the grievant and the Association within ten (10) days next following the meeting.
3. **Level Three:** If the grievance is not resolved to the satisfaction of the grievant and/or the Association within ten (10) days after the response at Level Two, the grievant or the Association may present the grievance, in writing, to the Committee within the following ten (10) days. The Committee and grievant will meet for the purpose of resolving the grievance at the next mutually agreed upon, regularly scheduled School Committee meeting. Within fifteen (15) days from said meeting, a written response will be sent to the grievant and the Association.
4. **Level Four:** If the grievance is not resolved to the satisfaction of the grievant and/or the Association within five (5) days after the next regularly scheduled School Committee meeting following the Committee's official

5. receipt of the grievance, the Association may, if it so desires, submit the grievance to arbitration within fifteen (15) days after receipt of the decision. Within ten (10) 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 promptly and will issue their decision not later than thirty (30) calendar days from the date of the close of the hearings. The arbitrator's decision will be in writing and will set forth their 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 violates the terms of this Agreement. The decision of the arbitrator shall be submitted to the Superintendent 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 Provisions:

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 their 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 III – WORKING CONDITIONS

A. Notices and Announcements:

All bulletins, circulars, or directories pertaining to employees shall be posted on the bulletin board designated by the Building Principal in a space thereon reserved for the Sandwich Education Association.

B. Facilities:

1. Every employee shall have the use of any furnished lounges and workrooms commonly used by teachers.
2. Whenever the Committee deems existing space to be available, an area shall be provided in each school where employees may store personal belongings.

ARTICLE IV – HOURS

- A. **Full-Time Employees:** For all full-time employees, the work day will consist of six and one-half (6.5) continuous hours with a duty free lunch break of thirty (30) minutes..

- B. Part-Time Employees: Part-time employees will be assigned by the Superintendent or their designee such number hours as they determine based upon the needs of the system.
- C. Whether an employee is to be appointed as a full-time employee will be determined by the Superintendent or their designee at the time of the annual appointment.
- D. In accordance with Massachusetts General Laws, the Committee will establish a school calendar not to exceed one hundred eighty (180) instructional school days in accordance with current state regulations. Employees will be required to work these one hundred eighty (180) days, two (2) days prior to the opening of school and one additional full-day of in-service, for a total of one hundred eighty-three (183) days.

Within the established annual school calendar, Interventionist ESP employees shall work no more than one hundred eighty (180) days per year and no fewer than one hundred sixty (160) days per year. The number of Interventionist work days within said limits is at the discretion of the Superintendent or their designee and shall be made known to Interventionist employees as far in advance of the work year as possible.

Summer work opportunities for ESP employees will be posted annually. Summer work positions will be filled in this order:

1. ESP employees from the Category in which the student is serviced
2. ESP employees from other Categories
3. Outside applicants

Days worked beyond the 183-day work year will be compensated at the per diem rate, except for summer positions, which will be paid at the top step of the Category in which the student is serviced or at the employee's current rate of pay, whichever is greater. In the event that the job description requires the employee to perform home visits, said home visits will only occur if the parent/guardian of the student is home.

- E. IT Support Professionals shall be required to work 218 days per year. IT Support Professionals may be asked to work during school vacation weeks. School vacation week schedules shall be established by mutual agreement and with at least 30 days' notice. The administration will provide, by February 28th, the summer schedule for July and August.
- F. No employee shall be reprimanded, penalized or denied any professional advantage as a result of the refusal to work additional days, provided additional days are not required by the job description.

With the prior approval of the appropriate administrator, all members of the bargaining unit may work up to two (2) hours per month with their supervising teacher at the applicable hourly rate.

- G. For the purposes of assisting during drop-off and pick-up times, an additional 30 minutes may be available to unit employees. The opportunity to work the additional 30 minutes shall be posted annually. The additional minutes shall be paid at the employee's regular hourly rate. The Administration shall determine the number of employees needed to cover the additional minutes during drop-off and pick-up time.
- H. The Superintendent will notify the Association of any change to a job description.
- I. Two Wednesday per month early release time shall be used as ESP directed prep time, common planning, Safety Care Training, school security training, behavior modification, Collaboration, and skill training.

**ARTICLE V – APPOINTMENT, REAPPOINTMENT AND
NON-REAPPOINTMENT/VACANCIES**

- A. The Superintendent, with the approval of the Committee, will determine the number of employees needed in any school year and the number of days to be worked, according to the job description, by those employees.
- B. Probationary employees covered by this Agreement are appointed on an annual basis. For probationary employees, appointment to one school year does not entitle such employee to appointment in any succeeding school year.
- C. For probationary employees, reappointment for the succeeding school year will be determined by the Superintendent who will consider the employee's work performance evaluation and areas of competence. Non-reappointment to a succeeding school year due to work performance shall not be construed as a reduction in force.
- D. For probationary employees, notice of non-reappointment will be given by May 15th of each year. Employees who are not notified by May 15th that they are not rehired for the next school year shall have the expectation of continued employment for said school year.
- E. Vacancies:
 - 1. A vacancy shall be defined as an open position occurring due to resignation, retirement, leave of absence, death, transfer, or the creation of a new position. The superintendent retains sole discretion with regard to the filling of any position that becomes vacant.
 - 2. All job vacancies will be posted system-wide for ten (10) days prior to the deadline for applications. Said postings will list the pay, duties, and qualifications for the position. Postings shall be made on a District designated website and be sent to the school email address of all employees. A copy of the posting will be sent to the Association President or their designee and the Chair of the unit.
 - 3. All employees of the unit will be given adequate opportunity to make application for such positions. In filling such vacancies, preference will be given to qualified employees already employed in the system.
 - 4. In the event of an emergency vacancy, and if it is determined that for the needs of a child or program, the superintendent may place a qualified candidate in the vacated position on an interim basis. The Association president will receive notification of such a placement.
- F. Sandwich Public Schools will notify the SEA Membership Chair within 10 days of any change in the employment status of any member of the bargaining unit.

ARTICLE VI – REDUCTION IN FORCE

- A. Seniority means an employee's continuous length of service in years, months, and days in the Bargaining Unit from their initial date of employment (not hiring) by the Employer.

In the event that two or more employees have the same initial date of employment, lots will be drawn to establish the placement on the seniority list.

An updated Seniority List that is inclusive of the entire current school year shall be supplied by the Employer to the President of the Association on or before October 1st of each year of the contract.

- B. For purposes of this Article, all jobs will be placed into the following categories.

<u>Category 1 - Inclusion Support ESP</u> Moderate Special Needs Library Aquatics Lunch/Recess Monitors In School Suspension LBC	<u>Category 2 – Intensive Support</u> Integrated Preschool Intensive Support Spinnaker TLC Toileting Safety Care ABA Behavior Modification
<u>Category 3 - IT Support Professional, Interventionists</u>	

- C. In the event of reduction in force subsequent to the annual appointment (as provided in Article V), no employee who has completed three (3) consecutive years in this bargaining unit will be laid off if there is a probationary employee who holds the same or similar position for which the employee is qualified and has used those qualifications in the previous five (5) years, unless the employee can become qualified before the layoff takes effect.
- D. The following shall apply to employees who have completed three (3) consecutive years in this bargaining unit:
1. In the event that performance evaluations are substantially similar, seniority shall be used to determine which employee(s) are to be laid off.
 2. An employee reached for layoff shall be able to displace the least senior employee in another job for a position which the employee is qualified according to the job description.
 3. An employee reached for layoff who is eligible to displace the least senior employee may, at their discretion, volunteer for layoff.
 4. An employee reached for layoff shall be placed on a recall list for a period of two years. An employee laid off from any one of the above categories will be recalled to any open position in any category for which the employee is qualified.
 5. An employee who refuses recall to a position of at least equal standing (FT/PT and/or Category) as the position from which they were laid off shall be deemed to have terminated their employment relationship with the school system and shall have no further recall rights.
 6. An employee who refuses recall to a position of lesser standing (FT/PT and/or Category) shall remain on the recall list.
 7. An employee reached for recall will have five (5) consecutive school days within which to respond.

- E. In the event that a laid off employee is hired from the recall list, all of the benefits to which the employee was entitled at the time of the reduction in force or job elimination will be restored.
- F. Non-reappointment to a succeeding school year due to work performance related reasons and areas of competence (as provided in Article V for probationary employees) shall not be construed as a reduction in force and is not subject to the provisions of paragraph A of this Article.

ARTICLE VII – ASSIGNMENT AND TRANSFERS

- A. Changes in assignment within a building may be reviewed with the appropriate supervisor but is not subject to the grievance process.

Assignment to a building is not binding. A transfer shall be defined as being a move from one building to another or from one Category to another Category. The Superintendent of Schools or their designee may transfer employees at their discretion if such transfers are warranted either on a temporary or permanent basis, according to the following:

1. Transfers shall be made only for the good of the system and shall not be made for arbitrary, capricious, or punitive reasons.
 2. Employees may submit a written request to voluntarily transfer to a vacant bargaining unit position. The Superintendent will determine when a vacancy exists and will notify each employee who has filed such a request of the action taken with regard to the request for voluntary transfer.
 3. Whenever open positions exist that may require the involuntary transfer of employees, the Superintendent, or their designee, will request that employees volunteer to transfer to these positions. The Superintendent, or their designee, will consider filling these positions from those qualified volunteers before initiating any involuntary transfers.
 4. When an involuntary transfer is necessary, area of competence, field of study, if applicable, quality of performance, and length of service in the bargaining unit will be considered in determining which employee is to be transferred. Employees being involuntarily transferred will be transferred only to a comparable position, if possible. If an employee is involuntarily transferred to a position with a lower hourly rate, that employee will be paid their higher hourly rate for the remainder of school year except if the reason for the involuntary transfer is related to performance as determined through the evaluation procedure.
 5. An involuntary transfer will be made only after a meeting between the employee involved and the Superintendent or their designee, and the Association, if the employee requests it, at which time the employee will be notified of the reasons for the transfer.
 6. If more than one position is available to an employee being involuntarily transferred, the employee may indicate a preference.
 7. Employees shall be given at least two (2) weeks (10 school days) notice of any involuntary transfer, except in unusual circumstances.
- B. Whenever possible, employees will not be pulled from their regular assignment to substitute for teachers who are absent or attending meetings.
 - C. Training will be done at the same time as teacher training. The Administration will make every effort not to assign ESP employees exclusively to cover release days identified in the school calendar to allow this training time to be used by ESP employees for either professional development or preparation time, the choice being at the discretion of the employer.

ARTICLE VIII – PROBATION AND JUST CAUSE

A probationary period of three (3) years will be considered to be in effect for all newly hired personnel. The probationary period will end three (3) years from the date of hire, regardless of transfers within the classification during the probationary period.

- A. The provisions of this Article do not apply to the non-reappointment, as defined in Article V, of a probationary employee for the succeeding school year.
- B. During the course of their annual employment, probationary employees will not be suspended, demoted, or disciplined except for just cause.
- C. Employees who have completed three (3) consecutive years in this bargaining unit will not be suspended, demoted, disciplined, or discharged except for just cause.

ARTICLE IX – EVALUATION

The purpose of evaluation is to recognize and improve the effectiveness of individual employees through a continuous exchange of information between the person being evaluated and the evaluator. Evaluations should place a major emphasis on assisting the employee to achieve professional growth consistent with the philosophy, goals and objectives of the Sandwich Public Schools.

All full-time and part-time employees shall be evaluated in accordance with the following guidelines and procedures:

- A. All monitoring or observation of the work performance of an employee will be conducted openly and with the full knowledge of the employee.
- B. The use of the public address system or any other audio-visual devices shall be strictly prohibited as evaluation instruments.
- C. Employees shall be given a copy of any evaluation report prepared by their evaluators within ten (10) working days. Employees will have the right to discuss such reports with their evaluators.
- D. Both the evaluator and the employee will sign the evaluation report. Said employee signature will in no way indicate concurrence with the report but merely indicates that said employee has seen the report. The employee has the right to submit written statements of agreement/disagreement which will be attached to the evaluation report. Any such statement will be submitted to the evaluator within ten (10) working days of the employee receiving the evaluation report.
- E. Employees shall be evaluated annually. Evaluations shall be completed no later than March 1 and a meeting to discuss and respond to the evaluation will be scheduled upon delivery of the evaluation. Said meeting shall occur within five (5) working days of the employee receiving the evaluation report.
- F. The evaluation report, signed by both parties, and with any employee written statements attached, will be placed in the employee's personnel file.
- G. Evaluations shall be conducted by a Special Education Department head or a building administrator. In no case will evaluations be conducted by teachers. Evaluators shall make themselves known as such to the employee being evaluated by October 1 of each school year.
- H. The employee may request an additional evaluation by a designated evaluator. Said evaluation will be considered in conjunction with other evaluations.
- I. Employees will be evaluated using the following ratings: Exceeds Expectations, Meets Expectations, Needs Improvement, Unsatisfactory, and Not Applicable. For any rating of Needs Improvement, written evaluator

- J. comments are required. For employees who have completed three (3) consecutive years in this bargaining unit and who receive a rating of Unsatisfactory, a written improvement plan noting the reason(s) for the rating and strategies for improvement must be developed. Said plan is to be developed by the evaluator within fifteen (15) working days of the evaluation report being delivered to the employee. Progress on any such improvement plan is to be noted in subsequent evaluation(s).
- K. The evaluation instrument to be used for all evaluations is attached as Appendix A. No later than November 1, 2023, the parties will meet to review the evaluation instrument and make mutually agreed to modifications.

ARTICLE X – BENEFITS

A. Sick Leave:

1. First year employees will be entitled to five (5) days annual sick leave, without loss of pay or other benefits, effective on day one of the school year with an additional ten (10) days to accrue at the rate of 1.5 per month. Commencing in the second year of employment and continuing each year thereafter, the fifteen (15) days shall become effective on day one of each school year.
2. The unused sick leave will accumulate to one hundred forty-five (145) days.
3. Employees will be entitled to use up to five (5) days of sick leave in year 1 and ten (10) days in year 2 and each year thereafter to care for a family member or member of the immediate household.
4. Each employee will receive from the Superintendent's office annual notice of their accumulated sick leave and sick bank contribution no later than October 31st of each school year.
5. Days needed for medical treatment will be deducted from sick leave for medical treatment that cannot be scheduled outside school hours.
6. A doctor's certificate may be required by the Superintendent of Schools after an absence of five (5) consecutive days or after a series of absences.

B. Sick Bank:

1. A Joint SEA 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 from the Sick Bank by submitting one (1) day and only one (1) day per year of their personal sick leave accumulation to the Sick Bank. The Sick Bank may be used by 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. An employee will not be allowed to accumulate or carry over to successive school years any unused Sick Bank days beyond the applicable school year, and unused Sick Bank days will be returned to the Sick Bank at the end of that year.
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 their 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:
 - i. Medical evidence of illness
 - ii. Exhaustion of eligible sick leave.
 - iii. Length of service in the Sandwich School System
 - iv. 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, provided the individual meets with the Superintendent regarding this request prior to the meeting of the Sick Bank Committee. The final determination will be 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 X.
11. 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 covered by the Agreement from their currently accumulated annual days of sick leave. To the extent that such additional days are unused, they may be carried over the Bank for the successive school year.
12. All Sick Bank days accumulated as of each contractual year will be carried forward to the next 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 death or retirement from the Sandwich School System, after ten (10) consecutive years of service in the system, an employee will be reimbursed thirty dollars (\$30) a day for any accumulated sick days up to a total of one hundred and twenty (120) days.

D. Return from Leave:

Upon return from leave, all benefits to which an 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 half the days in the work year have been worked. During the leave, full insurance premiums may be paid by the employee if in accord with Town practices.

ARTICLE XI – LEAVES OF ABSENCE

Each employee will be entitled to the following temporary leaves of absence, with pay, each school year:

A. Bereavement:

1. Up to five (5) days leave will be granted by the Principal in the event of a death of a spouse, child, parent, sibling, grandchild, or immediate member of the employee's household. Up to three (3) days leave, will be granted by the Principal in the event of a death of any other family member.
2. Consideration will be given to requests for additional/ other bereavement leave by the Superintendent or their designee through the Building Principal.

B. When called by Federal. State. County or Local Government:

A number of days, as determined by state statute, will be allowed for persons called by the federal, state, county, local government provided such obligations cannot be fulfilled on days when school is not in session. Employees will be paid the difference between their regular pay and the pay which they receive from the federal, state, county, or local government for days spent for the government.

C. Personal Days:

1. Up to two (2) personal days per year, non-cumulative, not to be deducted from sick days, may be granted by the Principal for the purpose of transacting or attending to matters impossible to transact during non-school hours.
2. One (1) week's written notice, whenever possible, will be given to Building Principals in order to insure adequate coverage. Where one (1) week advance notice is either a hardship or an impossibility or where a Personal Day is required, under emergency conditions, written notice to the Building Principal will be given as soon as possible.
3. Under ordinary circumstances, Personal Days shall not be granted:
 - a. on the scheduled workday before or after a holiday, vacation period, or other leave of absence.
 - b. back-to-back on successive workdays or with non-workday(s) intervening.
4. Additional days may be granted by the Superintendent or their designee at their discretion.
5. Upon five (5) years of service in this bargaining unit, an employee will have up to three (3) personal days available to the employee under the same conditions as the other personal days.
6. Unused personal days shall convert to sick days.
7. Up to 3 remaining unused personal days shall convert to sick days.

D. Professional Days:

In the event that the Committee requires an employee to take a course, the Committee shall pay the cost of the course.

ARTICLE XII – EXTENDED LEAVES OF ABSENCE

A. Parental Leave:

This is a leave of absence granted to all employees for the purposes of giving birth and recovering from complications of pregnancy or childbirth, and will be paid in accordance with Chapter 149, Section 105D and Public Law 103-3 known as the Family Medical Leave Act. A copy of this law will be permanently posted in each building by the Employer. For Parental Leave, an employee shall notify the Superintendent in writing at least three (3) months in advance 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. Both Parental and Child Care Leave may be applied for at the

same time. Upon return from leave, an employee will be considered as if she were actively employed by the Committee during the leave, all benefits to which the employee was entitled before the leave will be restored, and the employee will be placed on the salary schedule at the level she would have achieved if she had not been absent.

An employee on leave for at least one school year will notify the Superintendent, in writing, by the April 15th 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 an employee to timely respond to such notice shall indicate that the employee does not intend to return to the school system.

B. Child Care Leave:

Child care leave is an unpaid leave of absence granted to all employees for the purpose of adopting a child or caring for a child. Up to two (2) years of said leave will be granted to all employees who have completed at least three (3) years of employment. Such leave will begin and end at a time that is reasonable to both parties and in the best interest of the school system. Upon return from leave, all benefits to which the 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 half the employee's work days have been worked. In the event that less than half the employee's work days have been worked in the work 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.

C. Paid Parental Leave:

If an employee is entitled to a leave under the Massachusetts Parental Leave statute (MPLA) or the Family Medical Leave Act (FMLA), an employee who adopts a child, or whose spouse or surrogate gives birth, shall be entitled to use accrued sick leave so that the employee may bond with the child.

The employer will pay an employee one hundred percent (100%) of their base wages for the first two (2) weeks of parental leave for 1) The purpose of giving birth and/or bonding with a newborn child or 2) The placement of a child under the age of 18, or under the age of 23 if the child is mentally or physically disabled, for adoption with the employee who is adopting or intending to adopt a child. If both parents are eligible, this time shall not be taken simultaneously.

D. Substitute Teacher Leave:

A member who is required to substitute shall receive, in addition to their regular salary, three dollars and twenty-five cents (\$3.25) for 30 minutes or 15 minute fraction thereof after the initial 30 minutes, not to exceed a maximum of thirty dollars (\$30) in one day and accumulate up to a total of one hundred and fifty dollars (\$150) per week.

High School Blocks

51 minute block (standard)	Round up to 60
59 min block (lunch block, every day)	Round up to 60
45 min block (Wednesdays)	
29 min block (half-days)	Round up to 30
30 min block (last period on a half-day)	
40 min block (two-hour delay schedule)	Round down to 30
49 min block (two-hour delay, last period)	Round down to 45

- E. Upon return from an extended 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

- F. year in which the leave began, more than ninety (90) school days have been worked in the school year of the leave. If ninety (90) school days have not been worked, the employee will return to the same step on the salary schedule.

ARTICLE XIII – TUITION

Tuition for approved courses taken by an employee shall be reimbursed at the course cost and not to exceed five hundred (\$800) dollars per course for any two (2) courses taken within a fiscal year. Prior course approval must be received from the Superintendent of Schools on an approved form. When reimbursement is requested, a transcript of the grade received and a canceled check to indicate the amount of payment shall be required. Courses should, however, be related to a position within the Sandwich Public School system.

ARTICLE XIV – GROUP INSURANCE

All full-time employees of the Town and all part-time employees who average twenty (20) hours or more per week are eligible for group insurance consistent with the then established policy of the Town as to carrier, type of plan, and contributions to premium. Effectively 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.

ARTICLE XV – PAYROLL DEDUCTIONS

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 which are owed to the Association.

ARTICLE XVI – SALARY

- A. Education Support Professionals shall be paid in either twenty-one (21) or twenty-six (26) equal payments whichever is selected by the employee. The administration will distribute a form to each employee prior to the close of school in June requesting each employee to select one of two payment options for the following school year.

- B. Effective July 1, 2024:

Year 1 - Combine Category II and III -

- Rename Category III Category II
- Rename Category IV Category III
- Drop steps 1-2, Add 2 top steps with \$1.00 increase between new step 6 and 7
- \$1.00 COLA Category I and II, 2% COLA Category III
- All members shall receive a step increase. For example, current step 4 would move to new step 3.

Year 2 - \$1.00 COLA Category I and II, 3.25% Category III

- \$1.50 increase between new step 7 and 8 each for Category I and II

Year 3 - \$2.00 COLA Category I and II, 3.25% Category III

<u>Category 1 - Inclusion Support ESP: Mod Special Needs, Library, Aquatics, Monitors, ISS, LBC</u>			
Step	24-25	25-26	26-27
1	\$21.96	\$22.96	\$24.96
2	\$22.49	\$23.49	\$25.49
3	\$23.04	\$24.04	\$26.04
4	\$23.57	\$24.57	\$26.57
5	\$24.12	\$25.12	\$27.12
6	\$24.65	\$25.65	\$27.65
7	\$25.65	\$26.65	\$28.65
8		\$28.15	\$30.15

<u>Category 2 - Integrated Preschool, Intensive Support, Spinnaker, TLC, Toileting, Safety Care, ABA, Behavior Modification</u>			
Step	24-25	25-26	26-27
1	\$24.04	\$25.04	\$27.04
2	\$24.57	\$25.57	\$27.57
3	\$25.12	\$26.12	\$28.12
4	\$25.65	\$26.65	\$28.65
5	\$26.20	\$27.20	\$29.20
6	\$26.73	\$27.73	\$29.73
7	\$27.73	\$28.73	\$30.73
8		\$30.23	\$32.23

<u>Category 3 - IT Support Professionals, Interventionists</u>			
Step	24-25	25-26	26-27
1	\$30.18	\$31.16	\$32.18
2	\$31.04	\$32.05	\$33.09
3	\$31.90	\$32.93	\$34.00
4	\$32.79	\$33.86	\$34.96
5	\$33.72	\$34.82	\$35.95
6	\$34.65	\$35.78	\$36.94
7	\$35.63	\$36.79	\$37.98
8	\$36.64	\$37.83	\$39.06

*Annually Appointed Mentoring Stipend - \$750 Mentor (2 per building, 12 hours each per year) - \$1000 Lead Mentor (1 per building, 20 hours each per year)

- C. When an employee covered by this Agreement is assigned to substitute for another employee covered by this Agreement for the entire day, the employee will be paid the higher of two rates for the entire day: the employee's rate of pay or the employee's same-step rate of pay on the wage scale of the employee being substituted for.
- D. Any member of the Bargaining Unit who believe they should be listed in Category 3 of the Wage Schedule because they believe they perform personal care responsibilities which subject them to *repeated* aggressive behaviors (i.e. physical, threatening, etc.) and/or exposure to bodily fluids as a result of behaviors such as, but not limited to, spitting, biting, scratching, diaper changing and/or toileting should indicate this in writing to the Special Education Department Head and/or the Director of Pupil Personnel Services.
- E. The exposure to bodily fluids and aggressive behaviors such as those listed above must be noted in the Student's Individualized Education Program or Behavior Plan as developed by the Special Education Team or, if not noted in a plan, occur repeatedly. Documentation such as, but not limited to, employee reports to a supervisor, data collection, Nurse's records, behavioral plans, repeated use of restraint along with a written request by the member will be used when considering eligibility. The pay differential will be recommended by the Special Education Department Head and subject to approval by the Director of Pupil Services. Eligibility will be renewed on a yearly basis, as approved by the Special Education Department Head and the Director of Pupil Services.

All ESP's working in Category 3 positions must have the following training:

- Certification in Safety Care
- ABA Training including Discrete Trial Teaching, Behavior Modification, and Natural Environment Teaching delivered by a BCBA.
- Toileting Protocols

ARTICLE XVII – LONGEVITY

All employees, in addition to salary compensation, will be paid longevity pay as follows:

Ten or more years of service	\$1000
Fifteen or more years of service	\$1200
Twenty or more years of service	\$1400

Longevity increase in school years 25/26 and 26/27 of the contract:

Ten or more years of service	\$1200
Fifteen or more years of service	\$1500
Twenty or more years of service	\$2000

The annual longevity payment will be paid on or before the last payday in December.

ARTICLE XVIII – NON-DISCRIMINATION

The Committee agrees to continue its policy of not discriminating against any person on the basis of race, creed, color, national origin, sex, marital status, gender identity, or sexual orientation.

ARTICLE XIX – PERSONAL INJURY BENEFITS

- A. Whenever an employee is absent from school as a result of a personal injury caused by an assault occurring in the course of their employment, the employee will be paid their full salary, less the amount of any worker's compensation award made for temporary absence due to said injury, for the period of such absence. Employees who receive on-the-job injuries must report said injuries to their Building Principal as soon as possible.
- B. Employees shall report all injuries on the approved form(s). Forms shall be available in the main office and nurse's office in each of the schools. Employees are encouraged to have injuries reviewed by the school nurse.
- C. The Committee will reimburse the employee for any clothing or other personal property damaged or destroyed as a result of an assault in the course of their employment not caused by the negligence of the employee.

ARTICLE XX – DURATION

- A. The terms of this Agreement shall be from July 1, 2024, through and including June 30, 2027. If either party to this Agreement wishes to negotiate the terms of a successor Agreement they shall, on or before November 1, 2024, 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, 2024, the terms and conditions of this Agreement shall continue for three (3) years commencing July 1, 2024.
- C. In the event the parties commence negotiations for a successor Agreement as provided herein, and such negotiations are not concluded before June 30, 2023, 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 June 30, 2024.

WHEREFORE, the Committee and the Association have caused this **MEMORANDUM OF AGREEMENT** to be executed by their duly-authorized representatives this 14 day of August 2024.


For the

Committee


For the Association

APPENDIX A

SANDWICH PUBLIC SCHOOLS EDUCATIONAL SUPPORT PROFESSIONAL EVALUATION

Employee Name: _____

Date: _____ Evaluator: _____

	Performance Indicator	Exceeds Expectations	Meets Expectations	Needs Improvement	Unsatisfactory	Not Applicable
Quality of Work/Efficiency	Demonstrates the ability to effectively perform tasks					
	Is consistently accurate and organized					
	Works effectively with small groups and /or individual students					
	Demonstrates sensitivity to differences among individuals					
Reliability	Adheres to classroom, school, and district policies and procedures					
	Understands and maintains an appropriate level of confidentiality speaking about students only with the instructional team					
Adaptability	Demonstrates flexibility in response to changes in job assignments, schedules, instructional methods and materials, personnel, or surroundings					
	Demonstrates the ability to effectively perform tasks in new or changing situations and receive suggestions and /or constructive criticism					
Student Interactions	Treats students with fairness, respect, and consistency					
	Demonstrates understanding of each student's needs and special services					
	Recognizes strengths and abilities of students					
	Helps establish and maintain a positive and challenging learning environment					
	Fosters student independence, socialization, and self-esteem					
	Provides effective behavior management for students					
	Exhibits patience while working with children					
Professional Skills	Works effectively and respectfully with others, including co-workers, supervisors, parents, and students					
	Maintains professional boundaries with students, colleagues, and parents					
	Has a positive attitude toward school and staff					
	Handles unusual or difficult situations professionally					
	Attendance and punctuality					

Rating Scale	
<i>Exceeds Expectations</i>	<i>The employee exceeds expectations consistently producing high quality work that optimizes the effectiveness of the school.</i>
<i>Meets Expectations</i>	<i>The employee effectively and consistently fulfills all responsibilities resulting in quality work that impacts school effectiveness in a positive manner</i>
<i>Needs Improvement</i>	<i>The employee is inconsistent in meeting job responsibilities, resulting in areas of work performance that require development</i>
<i>Unsatisfactory</i>	<i>The employee does not adequately fulfill responsibilities, resulting in work performance lacking quality and /or negatively impacting school effectiveness</i>
<i>Not Applicable</i>	<i>This is not part of the employee's assigned duties.</i>

The signature of the Educational Support Professional (ESP) indicates that the ESP has received a copy of this evaluation. The ESP does not have to necessarily indicate agreement with the contents of the evaluation. The ESP has the right to include a written response to the evaluation report.

Evaluator Comments/Recommendations for professional growth

Signature of Employee: _____

Date: _____

Signature of Evaluator: _____

Date: _____

Signature of Principals: _____

Date: _____

Employee Comments: (optional)

Employee Response Attached: () Yes () No

AGREEMENT BETWEEN THE
SANDWICH EDUCATION ASSOCIATION
(Administrative Assistants)

AND THE

SANDWICH SCHOOL COMMITTEE



Effective July 1, 2024, through June 30, 2027

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ARTICLE 1: RECOGNITION AND SCOPE

1. For the purpose of collective bargaining with respect to wages, hours, and working conditions, the negotiations of collective bargaining agreements and any other questions arising thereunder, the Committee recognizes the Sandwich Education Association as the exclusive collective bargaining representative of all Administrative Assistants (employee[s]) employed by the Sandwich School Committee (hereinafter the "Committee"), except the Administrative Assistant to the Superintendent and School Committee.
2. No addition to, alteration, modification or waiver of any of the terms or provisions of this Agreement shall be valid, binding or of any force or effect unless it is made in writing and executed by the Committee and the Association.
3. The failure by the Committee or by the Association in one or more instances to observe or enforce any provisions of this Agreement shall not be construed to be a waiver of said provisions.
4. If any provisions of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provisions or applications shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
5. This Agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiations.
6. A probationary period of six months will be considered to be in effect for all newly hired personnel. The probationary period will end six months from the date of hire, regardless of transfers within the classification during the probationary period.

ARTICLE II: MANAGEMENT RIGHTS

The Committee and its agents retain all rights and powers that they have or may hereafter be granted by law in the Commonwealth of Massachusetts in managing and directing the Administrative Assistant work force.

Said rights and powers shall include, but are in no way to be construed as limited to, the right to select and hire all its employees; to promote employees; to determine the necessity for filling a vacancy; to transfer employees from one position to another; to suspend, discipline or discharge employees for just cause; to assign, supervise or direct all working forces and to maintain discipline and efficiency among them; to lay off employees and to adjust employment when required due to lack of work or curtailment of work; to make reasonable rules and regulations; and generally to control and supervise its operations and without hindrance and interference so long as all of the above are not in conflict with this Agreement.

The above rights are solely and exclusively the prerogative of the Committee, subject only to such limitations as are provided for in this Agreement.

ARTICLE III: 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 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 this matter informally. A written response will be given to the grievant within five (5) days of submission to Level One.

Level Two: If the grievance is not resolved to the satisfaction of the grievant and/or the Association within five (5) days after the response at Level One, the grievant or the Association may present the grievance, into the Superintendent within the following ten (10) days.

3. Level Three: If the grievance is not resolved to the satisfaction of the grievant and/or the Association within ten (10) days after the response 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 the 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 and/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) days after receipt of the decision. Within ten (10) 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 not later than thirty (30) calendar days from the date of the close of the 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 violates 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 Provisions:

1. Costs of the services of the arbitrator 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 work 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 IV: SICK LEAVE PROVISION

A. Allowance:

First year Classification I employees will be entitled to five (5) days annual sick leave, without loss of pay or other benefits effective on day one of the school year with an additional thirteen (13) days to accrue at the rate of 1.5 per month. First year Classification II employees will be entitled to five (5) days annual sick leave, without loss of pay or other benefits effective on day one of the school year with an additional ten (10) days to accrue at the rate of 1.5 per month. Employees hired after July 1, 2023, will accrue a prorated amount of sick leave commensurate with the part-time assignment.

Classification I (Full-Time Year-Round)

- After their first year shall receive eighteen (18) days on day one of the fiscal year cumulative to 230 days.

Classification II (Full-Time School Year)

- After their first year shall receive fifteen (15) days on day one of the school year cumulative to 180 days.

Ten (10) sick days per year may be used for illnesses of family members. "Family members" shall be defined in Article V, Fringe Benefits, Bereavement.

B. Sick Leave Buy-Back (All Classifications): Upon retirement or death and after at least ten (10) years of service with the Sandwich Public Schools, an employee, or their estate shall receive pay on the basis of 12% of sick leave accumulation not previously used.

C. 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 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 15th 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. And 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.

ARTICLE V: NOTICE TO EMPLOYEES

- A. Each Administrative Assistant shall receive by July 15 of each year a notice stating her/his step on the appropriate salary schedule and annual salary for the present school year. Each Administrative Assistant shall receive by December 1 of each year a notice stating the number of accumulated sick days and the number of vacation days for the present school year.
- B. Sandwich Public Schools will notify the SEA Membership Chair within 10 days of any change in the employment status of any member of the bargaining unit.

ARTICLE VI: FRINGE BENEFITS (All Classifications)

Bereavement:

Up to five (5) days will be allowed upon the death of a family member. Family refers to father, mother, sibling, child, spouse, father-in-law, mother-in-law, grandparent, grandchild, or person living in the same household. Up to three (3) days will be granted upon the death of a son/daughter in-law, brother/sister-in-law and niece/nephew.

Consideration will be given to requests for additional/other bereavement leave by the Superintendent or his/her designee through the building principal.

Jury Duty:

A number of days, as determined by state statute, will be allowed for persons called by the federal, state, county, local government provided such obligations cannot be fulfilled on days when school is not in session. Employees will be paid the difference between their regular pay and the pay which they receive from the federal, state, county, or local government for days spent for the government.

Personal Days:

Three (3) days will be allowed for transacting or attending to business matters which cannot be transacted during non-school hours.

The Superintendent may extend time on above limitations if unusual circumstances exist. If the Superintendent approves additional personal days, said days will not be deducted from sick leave.

Days must not be taken before or after a holiday or vacation period.

One (1) weeks' notice is required and request will be in writing to the Principal/Director for approval. In the event of an emergency situation, written notice within twenty-four (24) hours will be acceptable.

Year-round Administrative Assistants shall be paid for days when schools have been closed due to inclement weather.

Part-time Full Year personnel hired after July 1, 2023, shall be granted personal days that are prorated with the part time assignment consistent with the three (3) personal day granted to full-year personnel. (Classification III).

Unused personal days shall convert to sick days.

Leaves:

- A. Parental Leave is a leave of absence granted to all employees in accordance with MGL ch. 149, Section 105D. Employees shall be entitled to use accrued sick leave for the purpose of recovering from complications of pregnancy, and/or childbirth. A copy of this law will be permanently posted in each building by the Employer.
 - 1. For parental leave, an 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 parental 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. An employee on leave for at least one school year will notify the Superintendent, in writing, by the April 15th 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 an employee to timely respond to such notice shall indicate that the employee does not intend to return to the school system.
- C. Childcare Leave is an unpaid leave of absence granted to all 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 employees who have completed at least three years of employment.
 - 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 an 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 one half of the work year has been worked. In the event that less than one half of the work year has 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.
- D. Paid Parental Leave
Regardless of whether the employee is otherwise entitled to a leave under the Massachusetts Parental Leave statute, or the Family Medical Leave Act (FMLA), an employee who adopts a child, or whose spouse or surrogate gives birth, shall be entitled to use accrued sick leave so that s/he may

bond with the child.

The employer will pay an employee one hundred percent (100%) of their base wages for the first two (2) weeks of parental leave for 1) The purpose of giving birth and/or bonding with a newborn child or 2) The placement of a child under the age of 18, or under the age of 23 if the child is mentally or physically disabled, for adoption with the employee who is adopting or intending to adopt a child. If both parents are eligible, this time shall not be taken simultaneously.

Upon return from an extended 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 the leave began, more than ninety (90) school days have been worked in the school year of the leave. If ninety (90) school days have not been worked, the employee will return to the same step on the salary schedule.

Long Term Leave of Absence:

Under conditions of emergency an unpaid leave of absence up to one year may be granted by the Superintendent or his/her designee, with approval of the School Committee.

Mileage Reimbursement:

When an employee covered by this Agreement is required to use his/her personal vehicle for work, he/she shall be reimbursed at the Town's mileage rate.

Insurance:

All insurance benefits offered to all Town employees will be available to all Administrative Assistant personnel who qualify under the weekly work schedule restrictions established by the Town.

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.

ARTICLE VII: LONGEVITY PAY (All Classifications)

In addition to salary compensation, all Administrative Assistants shall be paid longevity pay as follows:

All employees, in addition to salary compensation, will be paid longevity pay as follows:

Ten or more years of service	\$1000
Fifteen or more years of service	\$1200
Twenty or more years of service	\$1400

Longevity increase for the 25/26 and 26/27 school years:

Ten or more years of service	\$1200
Fifteen or more years of service	\$1500
Twenty or more years of service	\$2000

Employees shall receive a lump-sum payment, separate and apart from base pay, based upon their years of service with the Sandwich Public Schools. The annual longevity payment set forth below shall be paid annually on or before the first pay date in December. Any employee, who leaves the system before the payment date in December will receive a pro-rated payment based on the percentage of the work year worked since July 1.

ARTICLE VIII: RETIREMENT OR SEPARATION FROM SERVICE

Upon retirement, death or separation from service, the employee, or their estate, shall receive payment in an amount equal to the vacation earned and not taken within the fiscal year, unless the employee is terminated within his/her probationary period.

ARTICLE IX: PROFESSIONAL IMPROVEMENT

Any personnel directed to participate and/or take a course/program of training, will do so at the School Department's expense.

Personnel may select appropriate training for themselves and be reimbursed under the following procedures and/or conditions.

1. Course must be related to a position within the Sandwich Public School System.
2. Prior to enrollment course approval must be received from Superintendent of Schools.
3. Request must be in writing (on proper form).
 - a. Cite benefits to School Department/individual.
 - b. Request must be sent to the Superintendent of Schools.
4. Request for reimbursement must include the following (use proper form):
 - a. Course approval application
 - b. Transcript showing a passing grade
 - c. Copy of canceled check
5. Limit: Two courses, per individual, per fiscal year. Reimbursement at 50% of course cost, not to exceed \$500.00 per course.

ARTICLE X: VACANCIES AND/OR PROMOTIONS

All vacancies and/or promotions in positions will be sent to the school email address of all employees. The Association President will receive copies of all postings and be informed of changes of classification.

Applications from within the Bargaining Unit will be accepted two weeks prior to applications being solicited from outside of the Bargaining Unit. The position will not be posted externally if at least three (3) unit members apply for a vacant position and the vacancy will be filled from one of the unit member applicants. The employer may post the vacancy externally if fewer than three (3) unit members apply for the vacancy. Any unit member who applies for a vacant position shall be granted an interview.

Promotions from within will be based upon first, ability and educational attainment; second, seniority. The length of continuous service of the employee in the school system shall determine the seniority of the persons and shall begin on the starting date of employment. Movement between levels will not affect seniority.

ARTICLE XI: HOLIDAYS

All employees shall have the holidays: New Year's Day, Thanksgiving and Christmas. In addition, all classifications shall have the holidays listed below, if the holiday occurs during a regular work week and is so allowed in the School Calendar.

1. Martin Luther King Day
2. President's Day
3. Patriot's Day
4. Memorial Day
5. Juneteenth (when school is not in session)
6. Independence Day
7. Labor Day
8. Indigenous Peoples Day
9. Veteran's Day
10. New Year's Eve
11. New Year's Day
12. Good Friday (when school is not in session)
13. Day before Thanksgiving (provided school is not in session). If school is in session, all employees will work a full day unless the Superintendent or designee notifies the employees of an early release.
14. Thanksgiving Day
15. Day after Thanksgiving
16. Christmas Eve
17. Christmas Day
18. Work day after Christmas is celebrated

Classification I employees only (twelve (12) month employees) will have December 26th unless it falls on a Saturday or a Sunday. If the school day before Thanksgiving is an early release, and on days when school is released early due to inclement weather, Administrative Assistants shall be allowed to leave upon notification from their building Supervisor that all students are dropped off.

If a holiday is lost due to falling on a weekend, a floating holiday shall be provided and must be utilized prior to the end of the fiscal year. This floating holiday must be approved by the building principal and superintendent.

If the holiday occurs within an employee's vacation he/she shall receive an additional day of vacation. In addition, if a holiday falls on a Saturday, all Classifications shall have the previous Friday off; and if a holiday falls on a Sunday, all Classifications shall have the succeeding Monday off. The above shall not apply if school is in session on that Friday or Monday.

Any member of the Bargaining Unit who agrees to work on one of the listed paid holidays shall be compensated at one and one half his/her then applicable hourly rate of pay. To receive pay for a holiday, an employee shall be at work the day before and the day after said holiday and must have completed thirty (30) days of employment.

ARTICLE XI: VACATION SCHEDULE

Classification 1 (12 Month Employees):

- First year employees shall receive 1 day for each two (2) months worked.
- Second year employees and beyond shall receive all vacation days upon the first official day of each school year or first day of each fiscal year.

- Employees hired after July 1, 2023, will accrue a prorated amount of vacation commensurate with the part-time assignment.
- 11 days after one fiscal year.
- 12 days after two fiscal years.
- One additional day after the completion of each additional fiscal year up to a total of twenty-five days.
- Up to five (5) vacation days which remain unused at the end of the fiscal year shall, by mutual agreement between the Administrative Assistant and the Superintendent of Schools or his/her designee, either be paid for at the then effective per diem rate or carried into the following fiscal year.
- Requests to carry over up to five (5) unused vacation days into the next year or requests to be paid for up to five (5) unused vacation days must be submitted to the Superintendent's Office no later than June 1st.
- Employees hired on or after July 1, 2013 shall utilize vacation days during the year in which they are earned.

An employee transferring to a Classification I position will have 100% of their time while employed within this bargaining unit credited toward the vacation day benefit.

* YEAR= Six (6) months or more of service during a fiscal year.

Classification II (School Year Administrative Assistants):

No vacation for individuals who work less than a 52-week year.

All Classifications:

All vacation schedules are subject to approval by the Superintendent. If conflicts in requests arise, seniority will be the determining factor.

Under ordinary circumstances summer vacations should be requested in May. Other vacation requests should be submitted one month prior to request.

Exceptions to the above may be made by the Superintendent. Additional salary or wage payments in lieu of vacation are not allowed. Vacations cannot be accumulated from year to year and can be taken when school is in session with approval of administration.

ARTICLE XII: HOURS AND WORK YEAR

A. Schedule:

1. All Classification I employees for payroll purposes will work a seven-hour day excluding a one-hour lunch period. Their work year will be twelve (12) months long (261 days).
2. For payroll purposes, classification II employees will work a seven-hour day excluding a one-hour lunch period. Their work year will be the length of the school year (180 school days plus 1 Inservice day). Also paid for 14 Holidays total pay is 195 days. Additional time may be allowed based on need as determined by the building principal. Classification II employees, with the prior approval of the Superintendent, may work up to seven (7) additional days and said days shall be contiguous to the school year.

B. Compensation:

1. Compensation will be based on a 35-hour week and applicable salary schedule. When employees agree, hours worked beyond 40 hours per week must be requested in writing by the Building Principal and approved by the Superintendent and will be compensated at 1 -1/2 times the employee's base rate for the applicable fiscal year.
2. On or after the thirtieth (30th) day following employment in the bargaining unit, or the execution day of the Agreement, whichever is later, the Town shall, upon receiving notice from the Union, deduct from the wages of each bargaining unit employee the sum certified by the Union as dues, and remit such sums to the Treasurer of the Union on a monthly basis. Each employee shall execute a written authorization for such deductions.
3. The Town shall have the right to implement a bi-monthly pay schedule (26 paychecks per year) and deduct Union dues accordingly. Monthly remittance shall remain in effect; that is, Union dues will be deducted once per month.

C. Work Stoppage:

1. The Union agrees that there shall be no strike, stoppage of work, slowdown, sick out, or other withholding of services, including refusal to perform assigned overtime, or any interference with the efficient management of the School Department.
2. Any employee violating the provisions of Paragraph 1 of this Section shall be subject to disciplinary action including discharge.

ARTICLE XIV: EVALUATION AND PERSONNEL FILES

Evaluation:

The parties have agreed to a new Evaluation Report attached hereto and incorporated into the contract as Appendix A.

All employees in this unit shall be evaluated by their principal or immediate supervisor once each year. Evaluation reports will be completed during the month of May. Newly hired Administrative Assistants shall be given a written evaluation after ninety (90) days of employment. Evaluation results shall be communicated orally and in writing to the person being evaluated. The employee shall receive a written copy of the evaluation report to sign prior to its placement in the employee's personnel file. Signing the evaluation shall indicate only that the employee has received a copy and shall not indicate agreement with the evaluation. The employee shall have the right to respond in writing to the evaluation within seven working days of the receipt of the evaluation report, prior to its placement in the personnel file.

Evaluation reports shall recognize areas of strength and identify any areas needing improvement. For any aspect of performance which needs improvement, the evaluation report shall specify what the individual needs to do to meet the performance standards. Prior to the next scheduled evaluation, the individual will implement the recommendations for improvement of performance.

An evaluation report in which a majority of the assessment categories have received an "Adequate" rating will constitute a " Good Evaluation Report." In order to advance one step on the salary schedule, an Administrative Assistant must receive an "Adequate" or better Evaluation Report in May.

All monitoring or observation of the work performance of an Administrative Assistant will be conducted openly and with the full knowledge of the Administrative Assistant. The principal or immediate supervisor will utilize the evaluation form found in Appendix A

Administrative Assistants will not be suspended, demoted, disciplined, or discharged except for just cause.

Personnel Files:

Upon 24-hour advance written request, the Administrative Assistant will be allowed to review and copy the contents of her/his personnel file. The Administrative Assistant will also have the right to submit a written answer to any materials in her/his file. Her/his answer shall be reviewed by the Superintendent of Schools and attached to the file copy. Administrative Assistants shall be made aware of any complaints made against them, which become part of an employee's Permanent Record.

Job Descriptions:

The Superintendent will notify the Association of any change to a job description.

ARTICLE XV: JOB REDUCTION, LAY-OFF AND RECALL

In the case of a lay-off or reduction of work, the lay-off or reduction of employees within each classification shall be determined by performance, evaluation, qualifications and the length of continuous employment with the employer. If the length of service of two or more affected employees is equal, performance evaluation and qualifications will be determining factors. If performance evaluations and qualifications are equal, the employee with the least seniority within said classification shall be laid off first. Sixty (60) days' notice will be given of impending layoff.

Classifications of Administrative Assistant employees shall be defined as follows:

Classification I Twelve month employees

Classification II School Year employees

A seniority list will be provided to the Association by October 1 of each school year. Any discrepancies must be brought to the attention of the Superintendent by November 1st in order for them to be corrected in that school year.

Seniority shall be defined as the length of continuous service in the Sandwich Public Schools in a position represented by the Association. Seniority shall be computed based on the number of months worked per year. A full time (261 day) Administrative Assistant will be credited with one year of seniority for each full year worked. Administrative Assistants working less than twelve months per year will be prorated in determining seniority. Commencing in the 2008-2009 contract year, and each year thereafter, all employees (regardless of classification) shall be credited with one year of seniority for each year worked.

Lay-off or reduction in force shall be based on seniority within a classification. Bumping shall be permitted within the classification being reduced with the least senior person having the option of bumping into a lower classification provided his/her seniority is greater than the least senior person in the lower classification. An employee shall not be permitted to bump into a Business Office position unless the employee affected by lay-off or reduction in force possesses the qualifications set forth by the job description for such position(s) and has performed such duties within the past five years either within or outside of the Sandwich Public Schools.

Reinstatement within each classification or position assignment shall be in reverse order of seniority; that is, the person with the most seniority shall be rehired or reinstated first, if he/she has the qualifications for

the position and satisfactory performance evaluations provided that in doing so the employee bumping is qualified to perform that work.

If an employee returns to work during the recall period of two (2) years from the effective date of layoff, he/she will have all benefits restored, including salary step.

For the purpose of this Article, unit shall be defined as follows: all employees of unit.

ARTICLE XVI: SALARY SCHEDULES

Salary Schedule:

SEA Administrative Assistant Salary Schedule				
	FY 24	FY25	FY26	FY27
1	\$26.30	\$27.30	\$28.30	\$30.30
2	\$27.14	\$28.14	\$29.14	\$31.14
3	\$28.01	\$29.01	\$30.01	\$32.01
4	\$28.88	\$29.88	\$30.88	\$32.88
5	\$29.71	\$30.71	\$31.71	\$33.71
6	\$30.87	\$31.87	\$32.87	\$34.87
7		\$32.87	\$33.87	\$35.87
8			\$35.37	\$37.37

An annual stipend shall be paid to the employees who work in the Business Office or report directly to the Director of Finance and Business Operations, prorated where appropriate or otherwise indicated, and those who report directly to the Director of Pupil Services as follows:

- \$4,500 for full-time employees
- \$2,000 for part-time Business Office position

This annual stipend shall be in addition to the employees' regular hourly pay.

ARTICLE XVII: PAY SCHEDULE

- Twelve (12) month Administrative Assistants shall be paid in twenty-six (26) equal payments.
- School year employees shall be paid in either twenty-one (21) or twenty-six (26) equal payments, whichever is selected by the employee. Notice of the opportunity to change payment election shall be provided to members no later than May 15 of each year with a deadline of May 18 to submit changes to payroll.

ARTICLE XVIII: PAYROLL DEDUCTIONS

- 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 which are owed to the Association.

ARTICLE XIX: DURATION

The terms of this Agreement shall be from July 1, 2024, to and including June 30, 2027.

In the event either party to this Agreement wishes to terminate this Agreement as of its express termination date, such party shall give written notice to the other thirty (30) days prior to said express termination date.

In the event the parties commence negotiations for a successor Agreement as provided herein, and such negotiations are not concluded before this contract expires, then in such event, the terms and conditions regarding salary increases and step increments of this Agreement shall continue in full force and effect until a successor Agreement is executed.

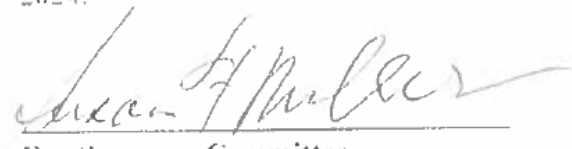
WHEREFORE, the parties, by their duly authorized representatives, have caused this Agreement to be executed this 29th day of August 2024.

ARTICLE XX: PROTECTION

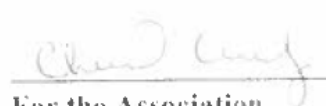
Protection Language:

- A. Whenever an employee is absent from school as a result of a personal injury caused by an interaction with a student throughout the course of their work day and/or other school related activities, and through no fault of their own, the employee will be paid their full salary, less the amount of any worker's compensation award made for temporary absence due to said injury, for the period of such absence. Employees who receive on-the-job injuries must report said injuries to their Building Principal as soon as possible.
- B. Employees shall report all injuries on the approved form(s). Forms shall be available in the main office and nurse's office in each of the schools. Employees are encouraged to have injuries reviewed by the school nurse.
- C. The Committee will reimburse the employee for any clothing or other personal property damaged or destroyed as a result of an interaction with a student in the course of their employment not caused by the negligence of the employee.

WHEREFORE, the Committee and the Association have caused this **MEMORANDUM OF AGREEMENT** to be executed by their duly-authorized representatives this 14 day of August 2024.


For the

Committee


For the Association

APPENDIX A

Employee Name: _____	Position: _____
School/Department: _____	Date: _____
Name of Evaluator: _____	Title: _____

Instructions: The Performance Evaluation describes recent performance on the job as determined by assessing each Administrative Assistant's job performance, and against an estimate of optimum performance in that job. The Administrative Assistant's overall job performance is to be evaluated in Section II as excellent, good, adequate, or unsatisfactory.

Check the appropriate space/s indicating your evaluation of the Administrative Assistant's performance. Give specific examples relating to the area of performance.

I. PERFORMANCE EVALUATION

Position Knowledge: Understanding of basic principles, technology, techniques, and practical and theoretical know-how as related to present job.

Excellent knowledge of all aspects of job. _____	Knowledgeable in most areas. _____	Lacks basic knowledge in some areas. _____	Does not understand. Is not well informed. _____
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Give specific examples:

Analytical Ability and Judgment: Ability to obtain adequate facts and evaluate them, and apply good judgment to the solution of problems and arriving at sound conclusions.

Almost always makes the right decision. _____	Good problem-solver. Has facts and uses logic. _____	Usually prepared. Most decisions are sound. _____	Uses poor judgment. Often unprepared. _____
--	---	--	--

Give specific examples:

Planning and Organization of Work: Ability to plan to insure efficient use of time; establishment of goals and priorities. Get things done on time.

Highly organized. Makes most effective use of time. Prioritizes. _____	Meets most schedules. Makes good use of time. _____	Sometimes late in meeting commitments. Does not plan ahead. _____	Poorly organized. Often confused. Does not prioritize. _____
---	--	--	---

Give specific examples:

Initiative and Acceptance of Responsibility: Capacity for accepting responsibility of position without need for follow-up. Ability to act independently without specific instructions. Reliable attendance and promptness.

Exceeds job requirements. Needs virtually no supervision. Learns and applies new ideas or techniques. Punctual. _____	Requires only a normal amount of supervision. _____	Sometimes not reliable. Needs prodding and reminding. _____	Not reliable. Needs constant supervision. Does not maintain good attendance. _____
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Give specific examples:

Quality of Work: Ability to perform assignments creatively, conscientiously, and accurately with high standards of quality and overall effectiveness. Ability to project a professional attitude for the school system.

Work and professional image are of highest quality. _____	Conscientious. Good quality and professionalism. Can usually be relied on. _____	Quality and professional are not always satisfactory. _____	Careless worker. Tends to repeat errors. Unprofessional. Not cooperative. _____
--	---	--	--

Give specific examples:

Relationship with Administrator: Ability to relate effectively with Administrator.

Makes excellent use of supervision. Good communications with supervisor. _____	Accepts direction well. Satisfactory communication. _____	Sometimes fails to accept direction. Some communication problems. _____	Takes direction poorly. Frequent misunderstandings. _____
---	--	--	--

Give specific examples:

Attitude: Attitude toward job and the school system, cooperation, and enthusiasm. How criticism and the decisions of superiors are accepted.

Enthusiastic, responsible and cooperative. An inspiration to others. _____	Satisfactory attitude. Accepts suggestions well. _____	Sometimes negative. Reacts poorly to criticism or suggestions. _____	Poor attitude. Generally negative. _____
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Give specific examples:

II. OVERALL JOB PERFORMANCE

- _____ Excellent
 _____ Good
 _____ Adequate
 _____ Unsatisfactory

III. PERFORMANCE APPRAISAL SUMMARY

What are the Administrative Assistant's outstanding and strongest points?

What are the Administrative Assistant's most serious shortcomings and weaknesses, and what is being done to improve them?

Specific accomplishments and progress:

IV. PERFORMANCE OBJECTIVES FOR THE NEXT TWELVE MONTHS

(To be completed by Administrator and Administrative Assistant jointly.)

Administrator's Signature

Date

Administrative Assistant's Signature

Date

Administrative Assistant's Comments:

AGREEMENT BETWEEN THE
SANDWICH EDUCATION ASSOCIATION
(Custodians, Grounds and Maintenance)
AND THE
SANDWICH SCHOOL COMMITTEE



Effective July 1, 2024 through June 30, 2027

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ARTICLE I: RECOGNITION

During the life of this agreement, the Sandwich School Committee recognizes the Sandwich Education Association as the exclusive bargaining agent and representative of all fulltime and regular *part-time custodial employees who will include: Custodians, Groundskeeper, HVAC Technician, Electrician, Plumber and Maintenance employees, but excludes Maintenance Supervisors. For the purposes of this agreement all of the above-defined personnel will be referred to as "Custodial Employees".

The provisions of this Agreement shall apply to all Custodial Employees covered without regard to race, creed, color, sex, or national origin.

*NOTE: Regular part-time Custodial Employees shall be defined as full-time, school year Custodial Employees.

ARTICLE II: 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 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 not more than fifteen (15) days after the grievant knew or should have known 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 this 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, into the Superintendent within the following ten (10) days.
- 4 **Level Four:** If the grievance is not resolved to the satisfaction of the grievant and/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 not later than thirty (30) calendar days from the date of the close of the 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 violates 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 Provisions:

- 1 Costs of the services of the arbitrator will be borne equally by the Committee and the Association.
- 2 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 work 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 III: - SICK LEAVE

- A. 261 day custodial employees shall be entitled to five (5) days annual sick leave, without loss of pay or other benefits effective on day one of the fiscal year with an additional thirteen (13) days of sick leave, accrued at the rate of 1.5 days per month, cumulative to a maximum of 210 days. After their first year, full-time 261 employees shall receive eighteen (18) days on day of the fiscal year cumulative to 210 days.
 1. Full-time school year custodial employees shall be entitled to five (5) days annual sick leave, without loss of pay or other benefits effective on day one of the school year with an additional ten (10) days sick leave to accrue at the rate of 1.5 days per month, cumulative to a maximum of 180 days. After their first year, full-time school year employees shall receive fifteen (15) days on the day one of the school year cumulative to 180 days.
 2. Up to fifteen (15) days of accumulated sick days may be used for the illness of a member of an employee's immediate family.

- B. A doctor's certificate may be required by the Superintendents of Schools after a series of absences or after a continuous absence of three (3) consecutive days.
- C. Employees who have accumulated the maximum number of days under section 1 above will accrue sick days for use only and these days shall not be cumulative; that is, they shall not be added to the 210 maximum accumulation and are to be used only during the year in which they are earned. Sick days earned but not used under this section will be added to the "sick bank days."
- D. Upon retirement or death and after at least ten (10) years of service with the Sandwich Public Schools, an employee, or their estate shall receive pay on the basis of 12% of sick leave accumulation not previously used.

ARTICLE IV: SICK BANK

- A. A custodial sick bank will be created on a voluntary basis by the custodial employees. The sick bank will be available to provide an extra amount of sick days, for emergency reasons of ill health, for any custodial employee who has been employed in the system for one full year. A custodial employee may contribute from two to five days of sick leave per year to the cumulative 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 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 15th 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. And 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.

ARTICLE IV: BEREAVEMENT

Up to five (5) days will be allowed upon the death of a family member. Family refers to father, mother, sibling, child, spouse, father-in-law, mother-in-law, grandparent, or person living in the same household.

Consideration will be given to requests for additional or other bereavement leave by the Superintendent or his designee.

ARTICLE VI: PERSONAL DAYS

Three (3) personal days, upon written request, may be granted by the Superintendent for the purpose of transacting or attending to imperative matters impossible to transact during non-working hours. The administration agrees to respect the confidentiality of such request. Remaining unused personal days (up to 3 shall) convert to sick days.

No personal days are to be deducted from sick leave.

Written notice with explanation shall be filed with the Superintendent one (1) week in advance in order to assure adequate coverage. Where one (1) week advance notice is either a hardship or impossibility, or where a personal day is required under emergency conditions, written notice to the Superintendent will be given as soon as possible.

Under normal conditions, personal days shall not be granted:

1. For scheduled workday before or after a holiday or vacation

ARTICLE VII: MUTUAL UNDERSTANDING MEETINGS

During the life of the contract, the parties shall meet by mutual agreement to discuss matters of concern to both parties and matters concerning the cleanliness and maintenance of the buildings and grounds of 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 the matters not covered by this contract.

Sandwich Public Schools will notify the SEA Membership Chair within 10 days of any change in the employment status of any member of the bargaining unit.

ARTICLE VIII: MANAGEMENT'S RIGHTS

Nothing in this Agreement shall limit the Committee in the exercise of its function of management and in the direction and supervision of the Committee's business. This includes but is not limited to the right to add or eliminate positions; require and assign overtime; increase or decrease the number of jobs; assign work and work to be performed; schedule shifts and hours of work; hire; suspend; demote; discipline, or discharge for just cause; transfer or promote; layoff because of lack of work or other legitimate reasons; establish rules, regulations, job descriptions, policies and procedures; establish new jobs; eliminate old jobs; change existing jobs; determine where, when, how and by whom work will be done, and determine standards of proficiency, except where such rights are specifically modified or abridged by the terms of this Agreement.

The Committee also reserves the right to decide whether, when and how to exercise its prerogatives, whether or not enumerated herein. Accordingly, the failure to exercise any right shall not be deemed a waiver.

ARTICLE IX: ASSIGNMENTS

Assignments to a building or a shift are not binding. The Superintendent of Schools or his designee may transfer custodial employees at his/her discretion if such transfers are warranted on a temporary or permanent basis. Whenever possible the Superintendent or his/her designee will confer with the building principal prior to the transfer. (When changes of assignments in buildings or shifts are warranted, seniority in that building or on that shift will be a determining factor as to which custodial employee is transferred.) If a change in assignment is made, a two- week notice will be given, unless in an emergency situation.

Orientation in the new assignment will be given the individual by the Director of Facilities. Should an 11:00 p.m. - 7:00 a.m. shift be deemed necessary by the Superintendent or his/her designee, a mutual understanding meeting will be held prior to implementation. Custodians will not be responsible to carry out inspections for bombs or other hazardous materials.

ARTICLE X: VACANCIES AND/OR PROMOTIONS

Promotions shall be from within, if at all possible, based upon ability and seniority. The length of continuous service of the custodial employee in the school system shall determine the seniority of the person. All permanent and temporary vacancies in excess of fifteen (15) days in positions will be posted by the Superintendent or his/her designee in each building on the custodial bulletin board with a copy of said Vacancy sent to the President of the Association.

ARTICLE: XI: REDUCTION IN FORCE

When the School Committee, with the recommendation of the Superintendent, deems it necessary to reduce the custodial work force covered under this agreement due to fiscal restraints, where work performance, ability and experience are equal, seniority shall be the determining factor.

The Parties agree that an addition of new positions requiring a license and/or certification has no effect on the "ability and experience" referenced in Article 11.

Seniority is defined as the length (in years, months, and days) of continuous service in the Sandwich Custodial Association.

ARTICLE XII: REHIRE POLICY

No vacancy, as a result in reduction in force, shall be filled without first offering the position to an employee laid off within the two (2) previous years.

ARTICLE XIII: WORK WEEK

The normal workweek for all custodial employees will run from Monday at 6:00 a.m. to Saturday at 7:00 a.m. For payroll purposes, a workweek shall run from Saturday through Friday.

The work day is defined as being eight (8) hours in length with a paid half-hour (1/2) meal allowance.

ARTICLE XIV: SUBSTITUTES/OVERTIME

Assignments of overtime shall be based upon seniority in the individual classification within the Bargaining Unit within the building, on a rotating basis. Absent a volunteer within the building the overtime shall be made available system-wide based upon seniority within the individual classification within the Bargaining Unit. If no volunteers are available in the specified classification, the Director of Facilities shall open the overtime work to other classifications. Absent any volunteers from the district, the assignment shall be filled by the Director of Facilities.

The Director of Facilities may draw upon a trained pool of substitutes (anytime during an absence) if needed: i.e. 4-hour shift, etc.

A custodian who substitutes for a maintenance supervisor shall, commencing with the fourth (4) day, be paid at the then effective rate for Supervisors at the step on the Supervisors' salary schedule that realizes the custodian an increase.

Assignments of overtime will be at the discretion of the Superintendent or his/her designee and only after the custodial employee has satisfactorily completed his/her regularly scheduled assignments.

Employees covered by this Agreement shall be paid overtime at the rate of one and one-half times his/her regular rate of pay. The employee will be guaranteed a minimum of two (2) hours minimum overtime. In the event that a custodian replaces a maintenance supervisor for a time which is agreed to by the Association and Administration a replacement (substitute) male/female custodian will be hired.

ARTICLE XV: EVALUATION

- A. All monitoring or observation of the work performance of a custodial employee will be conducted openly and with the full knowledge of the custodial employee.
 - 1 Custodial employees shall be given a copy of any evaluation report prepared by their supervisor and shall have the right to discuss such reports with their supervisors before the report is placed in their file. In addition, the custodial employee shall sign the report.
 - 2 Said signature shall in no way indicate concurrence in the report, but merely indicate that said custodial employee has seen the report.
- B. Upon 24-hour advance written request, the custodial employee will be allowed to review and copy the contents of his/her personnel file. The custodial employee will also have the right to submit a written answer to any materials in his/her file. His/her answer shall be reviewed by the Superintendent of Schools and attached to the file copy. Custodians shall be made aware of any complaints made against them which become part of the employee's Permanent Record.
- C. Written evaluations will take place during the month of May by the immediate supervisor(s) in conjunction with the school administrator(s).
- D. A newly hired custodial employee shall also be given a written evaluation after ninety (90) days of employment by the immediate supervisor(s) in conjunction with the school administrator(s).
- E. The principals and Director of Facilities will utilize the attached evaluation form when evaluating employees covered by this Agreement. Evaluations shall be conducted semi-annually. Any questions regarding an employee's evaluation shall be addressed by the Business Manager. Employees will not be suspended, demoted, disciplined, or discharged except for just cause.

ARTICLE XVI: USE OF SCHOOL FACILITIES

The Association will have the right to use the school buildings, upon approval of the Building Principal, without cost, at reasonable times for meetings.

ARTICLE XVII: VACATIONS

Only 52-week custodial employees will be entitled to vacations as follows:

- 11 days after one (1) fiscal year (a)
- 12 days after two (2) fiscal years
- 13 days after three (3) fiscal years
- 14 days after four (4) fiscal years
- 15 days after five (5) fiscal years
- 16 days after six (6) fiscal years

17 days after seven (7) fiscal years
18 days after eight (8) fiscal years (b)

(a) First year employees shall receive 1 day for each two months worked.

(b) And 1 (one) day for each year up to 25 days for fifteen (15) fiscal years.

In the event a legal holiday falls during a custodial employee's vacation period, an additional day of vacation will be allowed for that day. The Superintendent or his/her designee shall determine how many custodial employees shall be on vacation at any one time. The custodial employee shall be entitled to exercise seniority privileges in selecting vacation preference and shall be authorized by the Superintendent or his/her designee.

Vacations during the weeks' school is in session may be granted based on seniority, with no more than two (2) custodial employees on vacation at a time with the approval of the Superintendent or his/her designee. If possible, a rotation system will be used with no substitutes or additional cost to the system. When school is in session, no more than two (2) contiguous weeks of vacation may be taken without prior approval of the Superintendent or his/her designee.

All vacations will be scheduled by the Director of Facilities and the Superintendent or his/her designee in consultation with the building principal. Vacation request must be submitted at least five (5) days prior to the vacation.

Up to five (5) vacation days which remain unused at the end of the year shall, by mutual agreement between the custodian and the Superintendent or his designee, either be paid for at the then effective per diem rate or carried into the following year.

ARTICLE XVIII: LEGAL HOLIDAYS

All custodial employees shall have the below listed holidays, if the holiday occurs during a regular work week and is so allowed in the school calendar:

New Year's Day/and day before

Martin Luther King Day

Presidents' Day

Patriots' Day

Memorial Day

Labor Day

Columbus Day

Veteran's Day

The Day before Thanksgiving (provided school is not in session. If school is in session, all employees will work a full shift unless the Superintendent or designee notifies employees of an early release.

All employees working that day will work the same number of hours.)

Thanksgiving Day/and day after

Christmas Day/and day before

The work day after Christmas is celebrated

Independence Day

Good Friday (when school is not in session)

Juneteenth Day (when school is not in session)

If a custodial employee is required to work on a paid holiday, he/she shall have the choice to receive one and one-half times the regular rate of pay or the regular rate of pay and one additional personal day. To receive

pay for a holiday, a custodial employee shall be at work the day before and the day after said holiday and must have completed thirty (30) days of employment.

If the holiday falls on a Sunday, it shall be observed on the following Monday. If the Fourth of July falls on a Saturday, the Friday preceding shall be substituted.

If a holiday is lost due to falling on the weekend, a floating holiday shall be provided and must be utilized prior to the end of the fiscal year. This floating holiday must be approved by the building principal and Superintendent.

ARTICLE XIX: STRIKES AND PUBLIC PRESSURE

During the term of this Agreement, the Association shall not cause or sponsor, and no employee shall cause or participate in any strike, work stoppage or other illegal activity directed against the School Committee or the Town. 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.

In connection with any negotiations set forth in this Agreement, said negotiations shall be conducted without threats of strikes or any other public pressure by either party until all statutory impasse procedures have been exhausted.

No employee shall suffer any disadvantage by reason of his membership in the Sandwich School Custodians' Association or participation in its lawful activities.

ARTICLE XX: SALARY STEPS

Movement on the salary schedule should not be considered automatic but rather dependent upon satisfactory performance. Movement to the subsequent step on the salary schedule may be withheld if an employee's evaluation indicates a less than satisfactory performance.

ARTICLE XXI: GROUP INSURANCE

All Custodial employees are eligible for Group Insurance in accordance with the provisions of General Law 328, or Town Meeting Action. The indemnity plan known as Blue Cross Blue Shield Master Health Plus will no longer be offered to members.

ARTICLE XXII: TUITION

Tuition for approved courses taken by custodial employees shall be reimbursed at the rate of one-half the course cost and not to exceed one hundred fifty (\$150.00) dollars per course for any two (2) courses taken within a calendar year. Prior course approval must be received from the Superintendent of Schools on an approved form. When reimbursement is requested a transcript of the grade received and a canceled check to indicate the amount of payment will be required. (To be considered, courses must be related to the position held with the Sandwich Public School System.)

ARTICLE XXIII: SHIFT DIFFERENTIALS/LONGEVITY

Paid Shift Differential:

A shift differential for employees working the second and third shifts will be paid as follows:

3:00 PM to 11:00 PM FY25 \$1.50

11:00 PM to 7:00 AM FY25 \$1.50

- | | |
|--|-----------|
| A. After ten (10) years of employment by the Sandwich School | \$1200.00 |
| B. After fifteen (15) years of employment by the Sandwich School | \$1500.00 |
| C. After twenty (20) years of employment by the Sandwich School | \$2000.00 |

NOTE: A, B, C, will be paid the first pay week in December.

ARTICLE XXIV: PARENTAL/CHILD CARE LEAVE

- A. Parental Leave is a leave of absence granted to all employees in accordance with MGL Ch. 149, Section 105D. Employees shall be entitled to use accrued sick leave for the purpose of recovering from complications of pregnancy, and/or childbirth. A copy of this law will be permanently posted in each building by the Employer.
- 1 For parental leave, an 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 parental 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. An employee on leave for at least one school year will notify the Superintendent, in writing, by the April 15th 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 an employee to timely respond to such notice shall indicate that the employee does not intend to return to the school system.
- C. Childcare Leave is an unpaid leave of absence granted to all 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 employees who have completed at least three years of employment.
 - 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 an 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 work year in which leave began, more than half the work days have been worked. In the event that less than half the work days have been worked in the work 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.
- D. Paid Parental Leave Regardless of whether the employee is otherwise entitled to a leave under the Massachusetts Parental Leave statute, or the Family Medical Leave Act (FMLA), an employee who adopts a child, or whose spouse or surrogate gives birth, shall be entitled to use accrued sick leave so that s/he may bond with the child. The employer will pay an employee one hundred percent (100%) of their base wages

for the first two (2) weeks of parental leave for 1) The purpose of giving birth and/or bonding with a newborn child or 2) The placement of a child under the age of 18, or under the age of 23 if the child is mentally or physically disabled, for adoption with the employee who is adopting or intending to adopt a child. If both parents are eligible, this time shall not be taken simultaneously.

ARTICLE XXV SALARY SCHEDULE

Drop steps 1-2 for Custodian only, Add 2 steps with \$1.00 increase between step 6 and 7 in year 1 and \$1.50 increase between step 7 and 8 in year 2.

\$1, \$1, \$2 COLA.

All members shall receive a step increase. For example, current step 4 would move to new step 3.

FY25 Hourly Wage Schedule			
STEP	Custodian	Grounds Keeper	Maintenance
1	\$21.90	\$22.82	\$25.21
2	\$22.82	\$23.46	\$25.86
3	\$23.47	\$24.30	\$26.69
4	\$24.06	\$25.22	\$27.60
5	\$24.78	\$25.88	\$28.26
6	\$25.50	\$26.46	\$28.84
7	\$26.50	\$27.18	\$29.57
8		\$27.96	\$30.43

FY26 Hourly Wage Schedule			
STEP	Custodian	Grounds Keeper	Maintenance
1	\$22.90	\$23.82	\$26.21
2	\$23.82	\$24.46	\$26.86
3	\$24.47	\$25.30	\$27.69
4	\$25.06	\$26.22	\$28.60
5	\$25.78	\$26.88	\$29.26
6	\$26.50	\$27.46	\$29.84
7	\$27.50	\$28.18	\$30.57
8	\$29.00	\$28.96	\$31.43

FY27 Hourly Wage Schedule			
STEP	Custodian	Grounds Keeper	Maintenance
1	\$24.90	\$25.82	\$28.21
2	\$25.82	\$26.46	\$28.86
3	\$26.47	\$27.30	\$29.69
4	\$27.06	\$28.22	\$30.60
5	\$27.78	\$28.88	\$31.26
6	\$28.50	\$29.46	\$31.84
7	\$29.50	\$30.18	\$32.57
8	\$31.00	\$30.96	\$33.43

A beginning custodial employee will be placed on step one (1) of the salary schedule unless experience and/or qualifications shall be recognized upon hiring. Should the new fiscal year start within 120 days, the salary placement will remain in effect for the fiscal year.

The newly hired custodial employee will be on probation for a period of one hundred and twenty (120) calendar days. The District shall have the right to terminate the employment of any new employee for any reason within the 120 day probationary period.

Maintenance employees who hold a license as an HVAC technician, electrician or plumber shall receive an additional five dollars (\$5.00) per hour. Maintenance employees shall have only one license recognized for this payment.

The differential for Maintenance Crew Leader is two hundred (\$200.00) dollars per week which shall be in addition to the differential for custodial maintenance employee.

The Maintenance Crew Leader responsibilities shall include the following:

- Manage and direct maintenance crew staff
- Maintain tools and equipment
- Oversee safety at work sites
- Assist in work site preparation
- Assist in training or leading the work of maintenance employees as directed by the Director of Facilities; and
- Perform other tasks or functions for the daily operations of the facilities as deemed necessary by the Director of Facilities.

The differential for Working Lead Custodian shall be as follows:

Forestdale School: five thousand dollars (\$5,000) per year

Oak Ridge School: five thousand dollars (\$5,000) per year

Sandwich High School: five thousand five hundred dollars (\$5,500) per year

There shall be one Working Lead Custodian in each of the school buildings.

The Working Lead Custodian responsibilities shall include the following:

- Reports to the school building principal
- Directs school building custodians and assigns tasks
- Prioritizes tasks as directed by the school building principal

- Reviews building to confirm completion of tasks
- Oversees safety of worksites and reports safety issues to the school building principal ● Performs other tasks or functions for the daily operation of the school building as determined by the school building principal*

*excluding the calling of substitute custodial, grounds or maintenance employees

ARTICLE XXVI: PAYROLL DEDUCTIONS

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.

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 duly recognized Bargaining Agent unit.

ARTICLE XXVII: UNIFORMS

Custodial employees shall receive five (5) sets of uniforms at the vendor selected by the School Department. Employees will receive a new set of uniforms every three (3) years. Uniforms shall have the employee's first name.

In addition to the five set of uniforms, the annual uniform allowance will be three hundred (\$300) dollars. Items included for reimbursement are socks, shoes, and plain t-shirts. Uniform allowance purchase receipts must be submitted to the district for reimbursement between July 1st and October 1st of the fiscal year. Payment will be issued following the monthly town warrant.

Uniforms shall be worn for the purpose of easy recognition by students, staff, parents, and the public. Shorts may not be worn during the time period beginning October 1st and ending May 31st.

ARTICLE XXVIII: DURATION

The terms of this Agreement shall be from July 1, 2024, through and including June 30, 2027. If either party to this Agreement wishes to negotiate the terms of a successor Agreement they shall, on or before November 1, 2024, give written notice to the other party of their wish to so negotiate.

In the event no such written notice is given on or before November 1, 2024, the terms and conditions of the Agreement shall continue for one (1) year commencing July 1, 2025.

In the event the parties commence negotiations for a successor Agreement as provided herein, and such negotiations are not concluded before June 30, 2027, then, in such event, the terms and conditions of this Agreement shall continue in full force and effect until a successor Agreement is executed.

WHEREFORE, the parties, by their duly authorized representatives, have caused this Agreement to be executed this 12th day of May 2021.

ARTICLE XXIX - PROTECTION

- A. Whenever an employee is absent from school as a result of a personal injury caused by an interaction with a student throughout the course of their work day and/or other school related activities, and through no fault of their own, the employee will be paid their full salary, less the amount of any worker's

compensation award made for temporary absence due to said injury, for the period of such absence. Employees who receive on-the-job injuries must report said injuries to their Building Principal as soon as possible.

- B. Employees shall report all injuries on the approved form(s). Forms shall be available in the main office and nurse's office in each of the schools. Employees are encouraged to have injuries reviewed by the school nurse.
- C. The Committee will reimburse the employee for any clothing or other personal property damaged or destroyed as a result of an interaction with a student in the course of their employment not caused by the negligence of the employee.

ARTICLE XXX – RETIREMENT OR SEPARATION FROM SERVICE

Upon retirement, death or separation from service, the employee, or their estate, shall receive payment in an amount equal to the vacation earned and not taken within the fiscal year, unless the employee is terminated within his/her probationary period.

ARTICLE XXXI – JURY DUTY

A number of days, as determined by state statute, will be allowed for persons called by the federal, state, county, local government provided such obligations cannot be fulfilled on days when school is not in session. Employees will be paid the difference between their regular pay and the pay which they receive from the federal, state, county, or local government for days spent for the government.

WHEREFORE, the Committee and the Association have caused this MEMORANDUM OF AGREEMENT to be executed by their duly authorized representatives this _____ day of August 2024.

For the Committee

For the Association