AGREEMENT BETWEEN SCHOOL COMMITTEE OF THE TOWN OF SEEKONK AND SEEKONK EDUCATORS ASSOCIATION



SEPTEMBER 1, 2021 TO AUGUST 31, 2024

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INTRODUCTION

AGREEMENT

THIS AGREEMENT, made and entered into as of the 1st day of September, 2021 by and between the School Committee of the Town of Seekonk, hereinafter referred to as the "Committee", and the Seekonk Educators' Association, an affiliate of the Massachusetts Teachers' Association and the National Education Association, hereinafter referred to as the "Association".

WITNESSETH:

WHEREAS, the Committee and the Association entered into a collective bargaining Agreement, effective September 1, 2021 with respect to the wages, hours of work and other conditions of employment of the employees represented by the Association; and

WHEREAS, said Agreement terminated on August 31, 2024, and the committee and the Association desire to enter into a new collective bargaining Agreement.

NOW, THEREFORE, it is mutually agreed between the Committee and the Association as follows:

ARTICLE 1

RECOGNITION

For the purposes of collective bargaining with respect to wages, hours, standards of productivity and performance and other conditions of employment and the negotiation of collective bargaining agreements and any questions arising thereunder, the Committee recognizes the Association as the exclusive bargaining agent and representative of all Professional Employees employed by the Committee, except the Superintendent of Schools, School Business Administrator, Assistant Superintendent for Teaching and Learning, Associate Principal for Instruction and Guidance, Principals, Assistant Principals, Director of Student Services, and Substitute Teachers. Nothing in this Agreement shall be deemed to limit any of the rights offered employees and their exclusive representative under the provisions of Chapter 150E of the General Laws of Massachusetts.

Throughout this Agreement, words imparting the singular may extend and be applied to several persons or things, words imparting the plural number may include the singular, words imparting the feminine gender shall include the masculine gender, words imparting the masculine gender shall include the feminine gender.

ARTICLE 2

MANAGEMENT RIGHTS

The Committee is a public body established under and with powers provided by the laws of the Commonwealth of Massachusetts, and nothing in this Agreement shall be construed to derogate from or impair any power, right or duty conferred upon the Committee or administration by law or any rule or regulation of any agency of the Commonwealth. The Committee or administration retains all the powers, rights and duties that is has by law and may, subject to this Agreement, exercise the same at its discretion. The Superintendent of Schools, hereinafter referred to as the Superintendent, shall serve as the agent of the Committee with respect to all matters pertaining to the administration of the provisions of this Agreement.

ARTICLE 3

NEGOTIATION PROCEDURE

3.1 Modification of Agreement

In the event that written notice to modify or terminate this Agreement is given in accordance with the provisions of Article XXXIII hereof, the Committee and the Association agree to enter into negotiations not later than November fifteenth immediately thereafter in accordance with the procedure set forth herein in a good faith effort to reach agreement concerning the wages, hours, standards of productivity and performance and other conditions of employment of said employees.

3.2 Consultants

During negotiations the Committee and the Association will present relevant data, exchange points of view and make proposals and counterproposals. Either party may, if it desires, utilize the services of outside consultants in the negotiations.

3.3 Policy Change

Before the Committee, during the term of this Agreement, adopts a policy with respect to the wages, hours of work and other conditions of employment of said employees which is not covered by the terms of this Agreement and which has not been proposed by the Association, the Committee will notify the Association in writing that it is considering the adoption of such a policy. The Association will have the right to negotiate with the Committee on such proposed policy, provided that it files such a request with the Committee within five (5) days after receipt of said notice. Any agreement reached during any such negotiations shall be reduced in writing as an amendment to this Agreement.

3.4 Scope

This Agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiations. During the term of this Agreement neither party, except as is provided in Section 3.3 above, shall be required to negotiate with respect to any such matter whether or not covered by this Agreement.

3.5 Meetings

No negotiation meetings between the Committee and the Association shall be scheduled during a school day.

ARTICLE 4

GRIEVANCE PROCEDURE

4.1 Purpose

The purpose of this procedure is to produce prompt and equitable solutions to those problems which from time to time may arise and affect the conditions of employment of the employees covered by this Agreement. The Committee and the Association agree that the proceedings hereunder will always be as informal and confidential as possible at any level of the procedure.

4.2 Rights of Aggrieved

Nothing herein contained will be construed as limiting the right of an aggrieved employee from presenting his/her grievance to the Committee and having such grievance heard without the intervention of the Association, provided that the Association is afforded the opportunity to be present at such conferences and to state its view and that any adjustment made shall not be inconsistent with the terms of this Agreement.

4.3 Definition

A grievance is defined as a question, complaint or dispute involving the meaning, application or interpretation of or compliance with the terms and provisions of this Agreement.

4.4 **Procedure**

Grievances, except as is otherwise provided for herein, shall be processed in accordance with the following procedure:

4.4.1 Level One

The aggrieved employee shall present his/her grievance in writing to his/her immediate supervisor. It shall give a summary of the facts involved, the provision or provisions of this Agreement allegedly violated and the relief desired. The immediate supervisor shall advise the aggrieved employee in writing of the decision made with respect to the grievance within ten (10) school days after the grievance is presented. Nothing herein shall serve to discourage or prevent an employee with a grievance from first discussing it with his/her Principal or immediate supervisor with the object being that of resolving the matter informally. Except when agreed by the parties in writing, such discussions shall not extend time limits as herein provided.

4.4.2 Level Two

If the written disposition at Level One is not satisfactory to the aggrieved employee or the Association, then the aggrieved employee or the Association may within ten (10) school days following receipt of the Level One disposition submit the grievance in writing to the Superintendent. The written grievance shall give a summary of the facts involved, the provision or provisions of this Agreement allegedly violated and the relief desired. Within ten (10) school days after receipt of the written grievance the Superintendent shall meet with the aggrieved employee and a representative or representatives of the Association in an effort to settle the grievance. In the event of the absence or disability or the Superintendent, his/her designated representative shall act on his/her behalf. Within ten (10) school days after the conclusion of said meeting, the Superintendent or his/her representative, as the case may

be, shall advise the aggrieved employee and the Association in writing of his/her decision concerning the grievance.

4.4.3 Level Three

If the Superintendent's disposition at Level Two is not satisfactory to the aggrieved employee or the Association, then the aggrieved employee or the Association may within ten (10) school days following receipt of the disposition submit the grievance to the School Committee. Within ten (10) school days after receipt of the written grievance, the Committee shall meet with the aggrieved employee and a representative or representatives of the Association in an effort to settle the grievance. The Committee shall, within ten (10) school days after the conclusion of said meeting, advise the aggrieved employee and the Association in writing of its decision with respect to the grievance.

4.4.4 Level Four

If the Association is not satisfied with the disposition of the grievance at Level Three or if no decision has been rendered within ten (10) school days after said meeting of the Committee, the Association may, by giving written notice to the Committee within ten (10) school days after the date of the Committee's decision at Level Three or within twenty (20) school days after said meeting with the Committee if no decision has been rendered, present the grievance for arbitration. In such case the following procedure will be followed:

4.4.4.1 Arbitration

The Association and the Committee shall forthwith attempt to mutually select an arbitrator and to secure his/her services to hear the grievance. If within ten (10) school days following the Committee's receipt of the Association's written notice, the parties have not been able to select an arbitrator, the Association shall forthwith submit the grievance to the American Arbitration Association, Boston, Massachusetts, for disposition in accordance with the applicable rules of the American Arbitration Association.

4.4.4.2 Hearings

The arbitrator selected shall hold hearings promptly and, unless the time shall be extended by mutual agreement, shall issue his/her decision not later than twenty (20) days from the date of the close of hearings or, if oral hearings have been waived, from the date established for the final submission of evidence and briefs.

4.4.4.3 Decision

The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on 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 will be submitted to the Committee and the Association and will be final and binding upon the Committee, the Association and the aggrieved employee.

4.4.4.4 Expenses

The fee and expenses of the arbitrator and the expenses directly related to the arbitration hearing shall be shared equally by the Committee and the Association.

4.4.4.5 Time Limit

If at the end of the thirty (30) school days next following the occurrence of any grievance or the date of first knowledge of its occurrence by any employee affected by it, the grievance shall not have been presented at Level Two of the procedure set forth above, the grievances shall be deemed to have been waived. Any grievance in course under such procedure shall also be deemed to have been waived if the action required to present it to the next level in the procedure shall not have been taken within the time specified in the procedure.

4.4.4.6 Class Action

If, in the judgment of the Association, a grievance affects a group or class of employees, the aggrieved employee or the Association may submit such grievance in writing directly to the Superintendent and the processing of such grievance will begin at Level Two as set forth above. The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved employee does not wish to do so.

4.4.4.7 Extensions

The time limits hereinabove specified for the bringing and processing of a grievance may be extended by mutual agreement of the Association and the Committee. In the event a grievance is filed at a time near the end of a school year which will not permit its resolution prior to the end of the school year by following said time limits, and if the failure to resolve such grievance prior to the beginning of the following school year could result in irreparable harm to the aggrieved employee, then said time limits will be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

4.4.4.8 Personnel File

No written communication, other document, or record relating to any grievance shall be filed in the personnel file of an employee in presenting such grievance.

4.4.4.9 Reprisal

No reprisal shall be taken by the Committee against any employee involved in any grievance proceeding solely by reason of his participation therein.

4.4.4.10 Representation

An aggrieved employee may be represented at all stages of the grievance procedure by a person of his/her own choosing, except that he/she may not be so represented by a representative of any employee organization other than the Association.

4.4.4.11 Evidence

The Committee will, upon request, provide the Association with copies of approved minutes and records of the Committee or its agents, except personnel records of any employee, other than the aggrieved employee, which may be necessary for the Association to process grievances under this Agreement.

4.4.4.12 Attendance at Hearings

In the event a hearing is held during the school day on any grievance being processed hereunder, the aggrieved employee, the representative or representatives of the Association, if any, who are to attend such hearing, and any other employee who is to testify at such hearing shall be permitted to attend said hearing without loss of pay. The Association will notify the Superintendent of the names of such persons at least two (2) school days prior to the date of such hearing. The Association agrees that these privileges will not be abused.

ARTICLE 5

SALARIES

5.1 Compensation

The compensation of each employee for the work year, as hereinafter defined, shall be determined by the Superintendent in accordance with the provisions of this Agreement and the salary schedules of supplementary compensation set forth in Appendix A, which is attached hereto and made a part hereof.

5.2 Without Prior Experience

An employee appointed without any teaching experience or without any substantially equivalent experience in employment in a field related to his/her teaching assignment, shall be initially placed on the teacher salary schedule on experience step one, and on the academic lane which represents his/her academic background. The Superintendent may grant such new employees up to a maximum of three (3) years' experience, for purposes of initial placement on the salary schedule. In any such case, the Association will be notified of the reason, in writing.

5.3 With Prior Experience

An employee appointed with prior teaching experience and/or with substantially equivalent experience in employment in a field related to his/her teaching assignments, may be initially placed on the experience step of the teachers' salary schedule which most nearly represents such years of experience and the academic lane which represents his/her academic background. The Superintendent may grant such new employee up to a maximum of three (3) years' additional experience, for the purpose of initial placement on the salary schedule. In any such case, the Association will be notified of the reason, in writing.

5.4 Initial Placement

If an employee is initially placed on an experience step on teachers' salary schedule beyond step one, the Superintendent will inform the Association in writing of the reasons for his action, if requested. The decisions of the Superintendent as to initial placement are not grievable or arbitrable.

5.5 Credits

In determining whether an employee, who is taking courses outside of a program leading to a degree, is eligible to be placed on the Bachelor's plus 15 salary schedule, the Bachelor's plus 30 salary schedule, the Bachelor's plus 45 salary schedule, the Master's plus 15 salary schedule or the Master's plus 30 salary schedule, the Master's plus 45 salary schedule and the Master's plus 60 salary schedule, an employee shall not receive credit for any credits he/she earns, unless the courses which he/she takes are recommended by the principal/administrator for approval and then are approved in advance by the Superintendent. The approval of the Superintendent of any such course shall not be withheld if the course is of educational value to the Seekonk school system. In all degree programs or in taking courses leading to a degree, the teacher shall receive prior approval of the principal/administrator and the superintendent, first to determine whether the program or school providing the course is a member of or approved by the National Council for Accrediting Teacher Education or the HOLMES group and second, to determine whether the courses are of educational value to the Seekonk School System. The approval of the superintendent will be withheld if the program or school providing course work is not a member of, or approved by the National council or HOLMES.

5.6 Step Increases

Each employee as of the beginning of each work year in September shall receive step increments successively to the next higher rate within his/her salary schedule, subject to the following condition:

5.6.1 Minimum Days Worked

That he/she has worked at least one half of the school year including professional development days during the preceding work year in the Seekonk Public School System. All days in which an employee is in a pay status shall be considered as days worked.

5.7 Compensation for Non-Teaching Duties

An employee assigned to perform the duties of a position or positions described in the Appendices shall be paid the compensation provided for such position or positions in said schedule in addition to his/her regular teacher's salary as determined by his/her proper place on the teachers' salary schedule. Assignment of employees to any such position or positions shall be on a voluntary basis, shall be for one (1) school year only and shall not be construed as creating any kind of professional teacher status for the employee in a such position. An employee who is not to be rehired to any such position or positions for any reason, other than the elimination of such position or positions for any reason, shall be so notified in writing thirty (30) days next following the last day of employment or the end of the athletic season in such position or positions for that school year, but in no case later than the last day of the work year in June. In the case of elimination of such position or positions, the employee shall be notified in writing within five (5) school days next following the action by the Committee.

5.8 Payment Options

The compensation for employees may be received by the employee in one of the following methods at the option of the employee:

5.8.1 Equal Installments - 26

Twenty-six equal installments paid biweekly beginning in September and being distributed through August.

5.8.2 Equal Installments - Modified 26

Twenty-six equal installments beginning in September and being distributed biweekly through June with all undistributed installments for the year also being distributed in June.

5.8.3 Equal Installments - 21

Twenty-one equal installments paid beginning in September and distributed biweekly though June.

5.8.4 Changing Options

Employees requesting a change from option 1 or 2 to option 3, or vice versa, may do so by notifying the Superintendent in writing four weeks prior to the beginning of the school year.

5.8.5 **Option 2**

Employees requesting option 2 may do so by notifying the Superintendent in writing by May 1.

5.9 Daily Rate

The daily rate for an employee shall be equal to the annual salary of the employee divided by the number of school days in the work year of the employee.

5.9.1 Repayment

Payroll deductions for each day in a non-pay status shall be at one-half of the daily rate for the next two pay periods, or at the option of the employee, may be prorated over the remaining pay periods for the school year.

5.9.2 Payment for Partial Year

Compensation for an employee leaving the employ of the school system prior to the end of the prescribed work year for that employee shall be a lump sum payment determined by multiplying the daily rate by the number of contract days worked then subtracting from the product the salary previously paid. Said lump sum will be paid in the payroll following the termination date.

5.10 Retirement Bonus

An employee, who has completed at least ten (10) years of employment with the Committee and who plans to retire from his present position with the Committee, shall be given an increase of one thousand dollars (\$1,000) in his/her regular salary for the last year of his/her employment, provided he/she submits to the Superintendent by December 1st of the school year in which he/she plans to retire a signed copy of the written application he/she has made to the Teachers' Retirement Board indicating his/her intention to retire unless covered under Section 5.11 of this Article.

5.11 Early Retirement Bonus

Upon written notice of intent to retire from the employ of the Seekonk School Committee, a professional employee who has or will have at least ten (10) years in teaching in Seekonk on the effective retirement date will receive additional compensation according to the following:

For Retirement Effective June 30 of the Following Year of Attainment Age:	One (1) Year Advance Notice to be Given by February 1st:
Age 50 - 57*	\$ 5,200
Age 58 - 63	
Age over 63	2,000

(Employees between the ages of 56 and 62 as of September 1, 1987, shall be eligible hereunder, until age 63; i.e., grandfathered, under age language of 1984 - 1987 Agreement.)*

5.11.1 Notice

Written notice must be received by the Superintendent no later than February 1st. Payment will be made at the conclusion of employment or the actual time of retirement. Employees, for good cause, may revoke a notice of intent to retire only once during their career with Seekonk.

5.12 Direct Deposit System

Upon adoption by the Town of Seekonk of a direct deposit system(s), all employees will be paid via direct deposit into a bank account established by the employee. Each employee will cooperate by timely providing the necessary account information to the School Department. Employees will receive their paystubs electronically and have access to these documents through an online account. Employees may request that the District print a copy of their paystubs, which will be provided within five (5) business days. The District shall inform employees in writing of the planned change to electronic direct deposit 60 days in advance of the change and will provide employees at least 30 days to provide the requisite bank account information.

ARTICLE 6

WORK YEAR, WORK DAY AND WORK LOAD

6.1 Work Year

The work year for all bargaining unit members other than the Guidance Counselor shall begin no earlier than one (1) week before Labor Day and shall terminate no later than June 30th in the following calendar year, unless otherwise mutually agreed upon by the Committee and the Association. The school calendar shall be developed on an annual basis by consultation, discussion and mutual agreement between the Association and Administration. It is acknowledged that the final decision/determination concerning the school calendar remains with the School Committee. The work year of all bargaining unit members, except new teachers, shall be one hundred eighty-one (181) days which shall be comprised of one hundred eighty (180) instructional days and one (1) non-instructional, teacher professional development in-service day. Each in-service day shall be conducted between the hours of 8:00 a.m. and 2:00 p.m. with

a designated time for lunch. Additionally, all bargaining unit members will be required to attend a districtwide meeting at the schools to which they are assigned, or where designated by the Superintendent in cases of multiple assignments, on the weekday immediately preceding the first day of school for students. The district-wide meeting will commence at 8:00 a.m. and be no longer than three (3) hours in duration.

The professional development days shall be scheduled by the Superintendent in consultation with the Association. Professional Development days shall be published in the school calendar.

New teachers in the Seekonk school system shall be required to be in attendance no more than two (2) additional full days prior to the pre-school opening faculty meeting.

A work day is defined as a day when attendance of bargaining unit members is required.

The day before the Thanksgiving holiday will be scheduled as an early release day for students and members of the bargaining unit.

6.1.1 Guidance

The work year of the Guidance Counselor shall consist of one hundred eighty-six (186) work days. Said work year shall include the one hundred eighty-one (181) days that all employees are required to be in attendance at school and five (5) additional days to be mutually agreed by the principal of the school to which the Guidance Counselor is assigned. The Guidance Counselor shall be compensated at his/her per diem rate for those days worked in excess of the work year established for all employees in Section 6.1 hereof.

6.1.2 Nurses and School Psychologists

The work year of the school nurses and psychologists shall consist of the one hundred eighty-one (181) days that all employees are required to be in attendance at school. In addition to other applicable provisions of this Article 6, the school nurses and psychologists may be required to work up to five (5) additional days as designated by their school principals and shall be compensated at his/her per diem rate for those days worked in excess of the work year established for all employees in Section 6.1 hereof.

6.2 Starting & Dismissal Times

The starting and dismissal times for students will be established by the Committee provided, however, that no changes in such time will increase the length of the work day of said employees. The length of the students' day in the high school shall be six (6) hours and twenty-five (25) minutes, in the middle school it shall be six (6) hours and fifteen (15) minutes, and in the elementary schools it shall be six (6) hours and five (5) minutes.

6.3 Work Day

The regular work day of professional employees in the high school shall consist of six (6) hours and fifty (50) minutes, in the middle school it shall consist of six (6) hours and forty-five (45) minutes, and in the elementary schools it shall consist of six (6) hours and thirty-five (35) minutes. The regular work day of all said employees, except as provided in Section 6.4 below, shall begin fifteen (15) minutes before the starting time of the students' day at the school to which they are assigned and shall not begin before 7:15 a.m., except in emergencies, unusual circumstances and exceptions for good cause as determined by the Superintendent and/or the Committee. The regular work-day of said employees, except as is otherwise provided in this Article, shall end fifteen (15) minutes after students

are dismissed. At the high school, the length of the teacher workday shall not be increased due to changes in the starting and/or dismissal times for students implemented by the Committee. The workday for high school teachers shall be adjusted to reflect any such change so as not to increase the workday. A teacher, however, may at the discretion of the principal, leave as soon as his teaching duties are completed. [Secondary teachers may be required to remain up to forty-five (45) additional minutes no more than two (2) days each week, primarily for the purpose of assisting those students requiring additional help, or in meeting emergency situations which may arise from time to time. Middle school teachers will stay after school one day each week, on either Tuesday or Wednesday, for extra help sessions until 3:30 PM. Choice of the day will be made by seniority within each team to ensure equal teacher and subject matter representation on both days. If a teacher needs to cancel an extra help session, they may do so once per semester. If no students show up at an extra help session, the teacher may leave school at 3:15 PM.] Employees will be required to sign in only and may leave the building with the permission of the building principal when sufficient reason is provided. Notwithstanding the foregoing, it is understood and agreed that, if the start of the students' day is delayed or the end of the students' day is shortened, the regular work day of professional employees shall remain the same as is indicated above, except that professional employees, in emergency situations which result in the early dismissal of students and which in the opinion of the Superintendent also endanger the health and safety of professional employees, may be excused without loss of pay at the time of the completion of their assigned supervisory duties.

6.4 Specialist

The regular work day of all professional employees assigned to positions as specialists, such as school psychologists, special education teachers, speech therapists, adjustment counselors and other special needs resource specialists, shall consist of six (6) hours and thirty-five (35) minutes in the elementary schools, six (6) hours and forty-five (45) minutes in the middle school and six (6) hours and fifty (50) minutes in the high school. The starting and ending times of the daily work schedules of such professional employees shall be determined and fixed by the Committee, and such schedules may be changed from time to time to meet the changing conditions of operations, provided, however, that the ending time of any such daily work schedule shall not be later than 6:00 p.m.

6.5 Staff Meetings

In addition to the regular work day provided for in Section 6.3 above, all employees shall be required to attend, without additional compensation, not more than two (2) staff meetings each month, each such meeting not to exceed more than one (1) hour in duration after students are dismissed. This limitation may be exceeded only in emergency situations beyond the control of the administration.

6.6 Evening Meetings

In addition to the regular work day provided for in Section 6.3 above, all employees shall be required to attend, without additional compensation, not more than two (2) evening meetings each school year, each such meeting not to exceed two (2) hours in duration. Attendance at all other evening meetings will be at the option of the individual employee.

6.6.1 High School

The two evening meetings shall be open house and parent teacher conference night unless the Administration and Association agree to replace one or both of these activities with alternative evening meetings.

6.6.2 Middle School

The two evening meetings shall be open house and parent teacher conference night unless the Administration and Association agree to replace one or both of these activities with alternative evening meetings. The district will provide a "sign up app" or other similar scheduling program and facilitate its use, so that teachers will not be required to arrange the conference schedule themselves.

6.6.3 Elementary Schools

The two evening meetings shall be open house and parent teacher conference night. Additionally, there shall be two (2) early release afternoons for the purpose of parent teacher conferences, one of which shall be on the afternoon of the parent teacher conference evening. The afternoon parent teacher conferences shall be two (2) hours in duration.

6.7 Lunch

All employees will have a duty-free lunch period of a length corresponding to the length of the students' lunch period, up to a maximum of thirty (30) minutes. One-fourth (1/4) of the teaching personnel present may, except in cases of an emergency, leave the school premises during their assigned lunch period by signing out and in upon their return with the school principal.

6.8 Preparation - Middle School and High School

Secondary school teachers will, in addition to their lunch period, have a preparation period during each school day during which they will not be assigned any other duties.

6.9.1 Teaching Periods - Middle School

The middle school shall be scheduled on the basis of a six (6) period per day rotating schedule. All teachers shall receive a daily preparation period equal to the length of an academic period during which they will not be assigned to any other duties. All teachers will also receive two (2) additional duty periods, which will be one (1) Common Planning Time and one (1) Team Meeting Time, and will be equal to the length of an academic period.

6.9.3 Teaching Periods - High School

The high school shall be scheduled on the basis of a five (5) block per day, seven (7) day rotating schedule. Students may select up to seven (7) courses. The first period shall be seventy (70) minutes in length, the second and third periods shall be sixty-eight (68) minutes in length, the fourth period shall be sixty-nine (69) minutes in length, and the fifth period shall be sixty-eight (68) minutes in length.

Within the structure of the five (5) block, seven (7) day rotation, all high school teachers may be required to teach up to five (5) classes. Such classes shall be scheduled based upon twenty-five (25) blocks of teaching within the five (5) block, seven (7) day rotation. Teachers shall receive a daily preparation period equal to the length of an academic block during which they shall not be assigned to any other duties. The remaining three (3) blocks within the schedule shall be assigned as follows: one (1) block for administrative duty, with said duties being rotated on a semester by semester basis; one (1) block for professional development; and, one (1) block for common planning time.

During professional activity time, teachers may provide services in areas including but not limited to:

tutorial assistance teaching assistance team teaching administrative internships administrative assistance media assistance (research/instruction) media assistance (technology) research assistance independent assignments guidance assistance instructional assistance computer assistance fine arts assistance communications assistance community education "Create-an-Opportunity" health assistance new teacher mentor lead teacher special projects athletic assistance professional assignments liaison with a college performance based activities

Teachers shall select their professional activities on a semester basis during the school year. The selection of activities shall be made by a process of mutual agreement between the teacher and a high school principal/administrator designated for this purpose by the Superintendent. If the teacher and the designated administrator cannot mutually agree on the activity(ies) to be performed, the disagreement shall be submitted to the Superintendent and the President of the Association who shall attempt to resolve the disagreement. If the Superintendent and President cannot resolve the disagreement, they shall submit the matter to a mutually agreed upon third party whose decision shall be final. Teachers shall not be assigned to any administrative duties including but not limited to being assigned to substitute teach during professional development blocks.

Common planning time shall be scheduled by the high school administration whenever possible. Teachers who are scheduled together shall work together on a common planning project. Said project(s) shall be chosen by mutual agreement between the involved teacher(s) and the administration. Common planning time must result in the production of a "product". No administrative duties shall be assigned to any teacher during common planning time.

6.10 Teaching Load

Secondary school teachers will not be required to teach more than two (2) subjects, nor more than a total of three (3) teaching preparations within said subjects at any one time, unless absolutely necessary. In the event that assignment of a course schedule requiring more than three (3) teaching preparations is absolutely necessary, those teachers who are required to perform four (4) teaching preparations will be scheduled for two (2) preparation periods and no supervisory periods. Those teachers who may be required to perform five (5) teaching preparations which will be the maximum in

any circumstance, will in addition to the assignment of two (2) preparation periods, will not be assigned any other supervisory duties.

Part-time bargaining unit members shall receive compensation and those benefits for which they are eligible on a pro-rata basis. Such bargaining unit members shall receive preparation time and shall be responsible for duties on the same pro-rata basis and shall be responsible for attending all faculty and department meetings.

6.11 **Preparation Time - Elementary**

Elementary school teachers will have preparation periods during those times when specialists (i.e. art, music, health, library/technology, and/or physical education) are instructing their classes. In the event a specialist is absent and a substitute teacher is not available, the classroom teacher will assume responsibility for the class and continue with his or her regular teaching schedule. If this occurs, an equivalent amount of "make-up" preparation time will be arranged by the building administrator as soon as possible, preferably within two (2) weeks. When the classes instructed by said specialists are held in another part of the building, the classroom teacher is responsible for delivering and returning his/her class to and from the designated area. For the duration of the Agreement, the School Committee agrees to provide elementary school teachers with preparation time of three hundred sixty (360) minutes (exclusive of lunch) given in blocks of no less than fifteen (15) minutes. Teachers may use the preparation time at their own discretion, however this does not prohibit the use of preparation time for meeting such as pre- and post- conferences, and parent conferences scheduled by the teacher.

6.13 Compensation - TEAM

Employees are required to participate in TEAM Evaluation meetings after the end of their regular work day, as determined by the Director of Student Services or her designee, and will be compensated for such meetings at the rate of sixty dollars (\$60.00) per hour only when all of the time requirements provided for in Section D of this Article for work performance beyond the employee's work day have been exhausted.

6.14 Calendar

The Association is invited to send its suggestions in the formulation of the next school year calendar by January 1st of the preceding school year for which the Committee is considering adoption. The Committee is responsible for the adoption of any school calendar.

6.15 **TEAM Evaluations**

Special Education Teachers hired subsequent to the effective date of this Agreement shall be trained in educational/achievement test administration and will be responsible for necessary evaluations utilizing both standardized and non-standardized tests. Inherent in the position will be an allotted time to complete these evaluations; however, there will be no additional compensation. Resource room teachers shall be provided with adequate time to write an IEP following the TEAM evaluation. This time shall be in addition to other unassigned time as provided in this Agreement. Special Education teachers employed prior to the effective date of this Agreement shall continue to be governed as to testing and evaluation by the agreement which existed prior to the commencement date of this Agreement.

6.16 Special Needs Prep Time

Special needs teachers, who teach in self-contained classrooms and in a resource room in the

elementary schools, will in addition to their lunch period have fifteen (15) minutes preparation time during each regular school day during which they will not be assigned any other duties. The duty-free time of fifteen (15) consecutive minutes provided for elementary teachers under Section 6.12 above shall be included in this fifteen (15) minute preparation period.

6.17 Class Supervision

Employees who are scheduled or assigned to a class at the time of any assembly shall be responsible for the supervision of such class during such assembly period, provided the entire class attends the assembly. In the event that only a portion of the class attends an assembly, supervision of the class shall be determined by the principal/administrator.

ARTICLE 7

CLASS SIZE

7.2 Limits

The School Committee will endeavor to maintain the present classroom ratio of pupils to professional staff and will insure that academic classes in the elementary, middle and high schools shall not exceed twenty-eight (28) students with the exceptions of music and physical education.

7.3 Additional Student

In the event that it becomes necessary to transfer or assign a student out of his/her assigned elementary school district because of the limitations on class size as provided in Paragraph 7.2, the principal of the building involved shall so advise the teacher(s) in that building at the grade level involved, who on the basis of seniority may voluntarily elect to accept an additional student in their class to a maximum of twenty-nine (29) students. Teachers accepting such an assignment will be compensated for the additional assigned student at the rate of 1/20 of their per diem for each day the class size exceeds twenty-eight (28). In the event that it is necessary to assign a twenty-ninth (29th) student to any class on the middle or high school level, acceptance of such assignment shall on a voluntary basis by the teacher involved, who shall be compensated for such additional student for each day the class size exceeds twenty-eight (28) on a pro rata basis determined by 1/30 of their daily rate adjusted for the number of classes per day that exceed twenty-eight (28) students.

ARTICLE 8

NON-TEACHING DUTIES

8.1 Aides

The Committee and the Association acknowledge that a teacher's primary responsibility is to teach and that his/her energies should, to the extent possible, be utilized to this end. Accordingly, the Committee agrees to employ, from time to time, clerical personnel and teacher aides to assist teachers where such is practical in the performance of non-teaching duties. The number of such clerical employees and teacher aides to be used and the duties to be performed by them shall be determined by the Committee.

8.2 Driving Students

Teachers are not allowed to drive students to activities unless outlined in section 8.2.1 which take place away from the school building. Transportation to such activities shall be provided by the Committee.

8.2.1 - Allowances & Compensation for Driving Students

Teachers may drive the minibus which does not require an additional license. Any association member who drives will be compensated at the rate of \$50 per day for each day they drive the minibus. Teachers may decline to drive the minibus with no fear of reprisal or loss of student activity. Teachers will be given 24 hours' advance notice if they will be asked to drive the minibus.

8.3 Registers

The Committee agrees to provide clerical assistance in the monthly computation of daily registers, but it expects the classroom teacher to perform certain clerical tasks customarily associated with basic teaching duties, such as taking attendance.

8.4 Lunch Money

Teachers will be required to collect lunch money on the first day of each week; all project monies in industrial arts, home economics and practical arts; and concert money once-a-year. No other monies will be required to be collected by the teacher. This will not preclude envelopes which will not be tallied by the teacher.

8.5 Room Management

Teachers are responsible for room management tasks customarily associated with the basic teaching responsibility. All such duties are considered to be an integral part of the classroom teacher's responsibility.

8.6 Bus & Corridor Duty

The basic teaching load of all teachers shall include bus duty, corridor duty and other supervisory tasks on a rotating basis as assigned by the principal/administrator, provided the time of performing said duties shall not contradict the working hours established in Article 6.

8.7 Elementary

Elementary teachers will not be assigned non-teaching duties, except for bus duty and morning corridor duty. Elementary teachers may be assigned other non-teaching duties, however, in the event of an unforeseen emergency. All such assignments of non-teaching duties will be on an equitable rotating basis.

8.8.1 Student Discipline

The Committee agrees that discipline problems that interfere with and disrupt the orderly process of the school and school related activities shall be dealt with firmly and positively. The Committee and the Association acknowledge that the most effective discipline occurs at the classroom level and consists of several important steps. The classroom teacher can best establish authority and effect positive change in student behavior by careful use of verbal reprimands, by detaining the student after school to resolve the conflict, and by parental contact. When these strategies have been exhausted, the student shall be referred for disciplinary action.

8.8.2 Office Detention

Office detention and/or afternoon library coverage may be scheduled on a daily basis for sixty (60) minutes per day at the high school. Teachers providing supervision of office detention at the high school shall be compensated at the rate of \$60.00 per detention or afternoon library coverage period. Office detention and/or afternoon library coverage may be scheduled on a daily basis for forty-five (45) minutes per day at the middle school. Teachers providing supervision of office detention at the middle school shall be compensated at the rate of \$45.00 per detention or afternoon library coverage period. In the event that there are not any volunteers, teacher supervision of detention periods or afternoon library coverage shall be assigned by the principal/administrator on a rotating basis in the inverse order of seniority, within the building. Upon notification to the principal/administrator, teachers may arrange for substitute coverage for their assigned detention periods.

8.8.3 Weekend Office Detention & Weekend Library Coverage

Weekend office detention and weekend library coverage may be scheduled for 180 minutes per session. Teachers providing supervision of weekend office detention or weekend library coverage shall be compensated at the rate of \$130.00 (one hundred thirty dollars) per session. In the event that there are not any volunteers, teacher supervision shall be assigned by the principal/administrator on a rotating basis in the inverse order of seniority, within the building. Upon notification to the principal/administrator, teachers may arrange for substitute coverage for their assigned detention period.

8.9 Extra Duty Pay

Any and all work performed by bargaining unit members which requires work outside of the contractually established workday shall be compensated at the rate of sixty (\$60) dollars per hour. Examples of this shall include, but not be limited to, curriculum writing, professional development, tutoring, remote instruction, NEASC, and other activities.

ARTICLE 9

ASSIGNMENTS

9.1 Notification

Teachers, other than newly appointed teachers, will be notified in writing of the schools to which they will be assigned, the grades and/or specific subjects that they will teach, and any special or unusual classes that they will have for the coming year. Such notification will be no later than June first, except in cases of emergency which are in the best interests of the Seekonk school system.

9.1.2 Procedures

The principal/administrator of each school shall distribute no later than May 1 of each school year, a standard program requests form to teachers in the school on which teachers may indicate their preferences for classes, grades or courses for the next school year. The forms will be returned within six (6) working days after distribution. Program requests shall be taken into consideration when determining a teacher's program. When a teacher's request is not met, the teacher shall have the opportunity to meet with and discuss the request with the immediate supervisor.

9.1.3 Secondary and Elementary Participation

At the elementary level, prior to the end of the school year, elementary teachers and the principal/administrator, at his/her discretion, will meet to place students in classes for the following year. The principals/administrators will provide all the information necessary to carry out this process. The objective is to equalize the load for teachers and to place students in the most advantageous learning situation.

At the Secondary Level (High School and Middle School),

- (1) The principal/administrator of each school shall distribute no later than May 1st of each school year, a standard program request form to teachers in the school on which teachers may indicate their preference for classes, grades or courses for the next school year.
- (2) Teachers in each department/area will meet at an agreeable time, within seven (7) workdays after the submission by the principal/administrator and
 - (a) Select a recorder.
 - (b) Vote (majority rule) on a method of course selection that allows all members of the department/area to participate equally.
 - (c) Teachers teaching in more than one department/area will participate in each department/area selection in which they teach.
 - (d) Part time teachers will be allowed to participate in the selection process.
 - (e) If a teacher cannot attend a meeting he/she may designate a representative.
 - (f) The results of each deliberation will be forwarded to the principal/administrator within one (1) work day. Each member of the department/area will initial his/her acceptance of their schedule.
- (3) Within five (5) days, the principal/administrator shall meet with the department head and teachers to review the selections by the departments' teachers. When an individual teacher's request is not met, the teacher may request a meeting with the principal/administrator for further consideration and resolution. The principal/administrator shall draft a final schedule of assignments.

9.2 Termination

Advance notification of intention not to rehire will be given in writing to employees without Professional Teacher Status by April 15th.

9.3 Certification

A teacher shall not be assigned outside his/her area of license without his/her consent and only in compliance with the license laws and regulations.

9.4 Voluntary Changes

In making changes in grade assignment in the elementary schools and in subject assignment in the secondary schools, the convenience and wishes of the individual employee will be honored to the extent that these do not conflict with the best interests of the school system and the students.

9.5 Deadlines

Employees who desire a change in grade or subject assignment will file a written statement of such desire with the Superintendent no later than April first. Such statement will include the grade and/or subject to which the employee desires to be assigned. As soon as practicable and not later than five work days before the end of the school year, the Superintendent will notify each employee of the action taken in regard to his/her request for a change.

9.6 Itinerants

Employees who are assigned to more than one (1) school in any one (1) school day will receive the maximum allowed by IRS regulation, but in no event less than twenty-two cents (\$.22) per mile for all inter-school driving done by them.

9.7 Fairness

Teacher assignments will be made without regard to race, creed, color, religion, nationality, sex, marital status or age.

ARTICLE 10

NEW POSITIONS, VACANCIES AND TRANSFERS

10.1 Notice

Written notice of vacancies in new or existing positions within the bargaining unit which occur prior to the closing of school in June shall be posted on a bulletin board in each school and sent to the President of the Association. Employees who wish to receive notice of any vacancy in any particular position or positions which may occur after the closing of school in June, shall notify the Superintendent in writing no later than said closing of school of the particular position or positions in which they are interested and of the address to which notification of any such vacancy should be mailed. The notices provided for in this section shall be given as soon as possible after the occurrence of the vacancy.

10.2 Notice of Contents

The written notice shall set forth the duties, qualifications, salary range and the date within which applications should be filed with the Superintendent. Employees who desire to apply for any such position vacancy shall submit their applications in writing to the Superintendent within the time limit specified in said notice.

10.3 Committee Prerogative

In addition to the giving of written notice in the manner indicated above, the Committee may give written notice of vacancies in such positions and seek applicants in such other ways as it considers necessary.

10.4 Other Positions

Notice of all vacancies for positions in the summer school, evening school and in federal programs shall be given in the same manner as is provided for in Section 10.1 and 10.2 above.

10.5 Vacant Positions

In filling vacant positions, including reassignments and transfers, the Superintendent and Principals will give consideration to the applicants' qualifications and seniority. Where qualifications are equal, preference will be given to the most senior applicant.

10.6 Filling Notice

Written notice of the filling of any such vacant position will be given to all employees who made written application for the position.

10.7 New Teachers

No assignment of new teachers in the school system shall be made until all pending requests for reassignment or transfer have been acted upon.

10.8 Outside the Unit

All vacancies and new positions outside the bargaining unit (promotional) shall be posted by written notice in each school building at least ten (10) calendar days before the interview process begins. After August 15th, posting need only be five (5) calendar days. Such posting shall contain the qualifications, duties, benefit eligibility, and salary of such position and the date by which applications shall be submitted. Additionally, a representative screening committee will be formed in the hiring of all vacancies and new positions outside the bargaining unit (promotional); the representative screening committee will include at least one member of the Association, who is appointed at the Association's discretion; and the input of the Association delegate to the representative screening committee will be considered in the final decision of hiring of all vacancies and new positional) outside the bargaining unit.

10.9 Interviews

All professional employees who apply and who have the requisite qualifications for a vacant or new position in the school system shall be granted an interview.

ARTICLE 11

EMPLOYEE EVALUATION

11.1 Scope

Evaluation of employees will be conducted professionally, openly, and with the full knowledge of the employee.

11.2 Timeliness

An employee who has been evaluated shall be informed as soon as possible after the completion of the evaluation of the recommendations of the evaluator. A written copy of these recommendations will be given to the employee upon request.

11.3 Review

No evaluation report shall be filed in an employee's personnel file until he/she has an opportunity to review it, discuss it with his/her supervisors and add his/her written comments with respect to any recommendations and criticisms.

11.4 Copies

An employee shall be given a copy of any evaluation report or form prepared by his/her supervisors within ten (10) work days of such evaluation.

11.5 Just Cause

No member of the collective bargaining unit will be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. The decision of the Superintendent and Principals/Administrators as to the dismissal, reappointment or non-reappointment of an employee without professional teacher status shall not be subject to the grievance procedure set forth in Article 4 of this Agreement.

11.6 Educator Evaluation Process (see Appendix F)

ARTICLE 12

EMPLOYEE PERSONNEL FILES

12.1 Rights

Each employee will have the right, upon his/her request, to review the contents of his/her personnel file with the exception of confidential communications received by the Committee at the time of employment and to make copies of said contents at his/her own expense.

12.2 Derogatory Material

No material derogatory to an employee's conduct, service, character or personality will be placed in his/her personnel file, unless the employee has had the opportunity to review the material. It is not the intention of the Superintendent and Principals/Administrators to add material to the employee's file based on rumor or innuendo. If it is determined that any such materials are in the employee's personnel file, they shall be removed. The employee shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed in his/her personnel file with the express understanding that such signature in no way indicates his agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material, and his/her answer shall be reviewed by the Superintendent and attached to said file copy.

12.3 Complaints

Any serious complaints regarding an employee made to any member of the administration or to the Committee by a parent, student or other person will be promptly called to the attention of the employee, and the complainant will be clearly identified. A serious complaint is defined as one which requires action and/or discussion by the Committee or administration and which is recorded by the administration.

ARTICLE 13

TEACHER FACILITIES

13.1 Scope

The Committee shall endeavor to provide the following facilities during the growth of its physical plants:

13.1.1 Classroom

Space will be provided in each classroom and for each teacher for safe storage of personal belongings, instructional materials and supplies.

13.1.2 Workroom

A teacher workroom containing adequate equipment and supplies to aid in the preparation of instructional materials.

13.1.3 Faculty Lounge

An appropriately furnished room to be reserved for the exclusive use of teachers as a faculty lounge.

13.1.4 Telephone

A telephone, for local calls only, will be available for teachers' personal use in each school.

13.2 Safety

To the extent feasible in existing buildings and in designing new buildings, the Committee will provide the following:

13.2.1 Communications

A communication system so that teachers can communicate with the main office from their classroom in the event of an emergency.

13.2.2 Restrooms

Well lighted and clean teacher restrooms.

ARTICLE 14

ASSOCIATION ACTIVITY ON SCHOOL PROPERTY

14.1 Speech

Any discussion among teachers concerning Association matters on school property must take place while all of the teachers involved in such discussions are on break or other free non-working time, and not in the presence of students.

14.2 Access to School Property

Representatives or agents of the Seekonk Educators Association, the Massachusetts Teachers' Association or the National Education Association, who are not members of the bargaining unit, shall have access to school property during normal school hours for the proper conduct of business related only to the Seekonk school system. Prior approval of the principal/administrator must be obtained before any such agent or representative enters into academic areas or areas where children are in attendance. In no instance shall any such visit interfere with the orderly operation of classes or the performance of teaching duties.

14.3 Bulletin Boards

Association notices may be posted on school bulletin boards located in the teachers' rooms in school buildings, subject to the following conditions:

14.3.1 Notices

The notice shall be signed by an authorized representative of the Association.

14.3.2 Contents

The contents of the notice shall be limited to the announcement of recreation or social activities, elections, results of election, appointments, meetings and professional matters.

14.4 Application for Use

The Association will be permitted to use school property at reasonable times for meetings upon application through the form now provided. The Committee's present policy will be strictly adhered to that no use will be permitted for Association activities during school hours, except as approved by the Superintendent.

ARTICLE 15

SICK LEAVE

15.1 Eligibility

Sick leave shall be granted in accordance with the provisions of this Article to each employee who is incapacitated for the performance of his/her duties because of illness or injury.

15.2 Sick Leave

Each employee shall accrue sick leave at the rate of one and one-half $(1 \ 1/2)$ days for each month of the work year subject, however, to a maximum of fifteen (15) days per work year. Sick leave as is not used shall accumulate and be available for use in succeeding work years, except that no employee shall be permitted to carry over for use in any succeeding work year an amount in excess of one hundred seventy-five (175) days.

15.3 Household Member

Professional employees shall be permitted to use accumulated sick leave in an amount not to exceed seven (7) days in any one work year to attend to a parent, spouse, sibling, child (natural, foster or adoptive), grandparent, and grandchild of the teacher or his/her spouse.

15.4 Doctor's Certificate

Absences for periods in excess of three (3) days duration will be paid only on submission of a doctor's certificate or equivalent document to the Superintendent. If the employee is absent for more than three (3) days, or anticipates an absence for more than three (3) days, the employee shall provide a doctor's certificate or equivalent documentation both after the first three (3) days, as requested from time to time during any prolonged absence, and again at the end of the absence. The employee shall also notify their supervisor of their anticipated return to work date if the absence will be more than three (3) days. Abuses of sick leave will be treated as individual disciplinary cases by the Superintendent.

15.5 Examination

The Committee may request, at its expense, the examination by an independent physician of the employee who is or has been on sick leave. The independent physician will be mutually agreed upon by the Committee and the Association. If said examination is requested after the employee has returned to work, the employee will be given released time for such examination without loss of pay and without charge to his/her sick leave. If the examination is requested while the employee is absent from work due to illness, the time spent by the employee in having such examination shall be charged to his/her sick leave.

15.6 Worker's Compensation

An employee who is unable to work because of an occupational injury, which is incurred in the course of his/her employment by the Committee and which is compensable under the provisions of the Massachusetts Worker's Compensation Act, shall, upon his/her written request to the Committee, receive as a charge against his/her accrued sick leave the differences between his/her current salary and the amount he/she received as Worker's Compensation.

15.7 Unused Sick Leave

An employee whose employment is terminated for any reason shall not be entitled to any compensation for any unused sick leave to his/her credit at the time of such termination, except as provided in paragraph 15.12 hereof.

15.8 Reemployment

An employee whose employment by the Committee is terminated and who is subsequently reemployed, shall not be granted any credit for unused sick leave to his/her credit at the time of such termination.

15.9 Violations

The Committee and the Association agree that sick leave is for the protection of the employee and is essential for the employee's livelihood. The Committee agrees to offer protection for all of its employees by treating all violations of sick leave severely and to the full extent permitted by law.

15.10 Quarantine

When an employee is subject to quarantine by order of the Health Department, he/she shall be paid his/her salary during the period he/she is so quarantined, and his/her said absence shall not be charged against his/her sick leave. Abuses of quarantine leave described in this section will be treated as individual disciplinary cases by the Superintendent.

15.11 Number of Days

Notification of current sick leave to occur on all paystubs, with notification of longevity in the first pay period of October. An employee, upon request, shall be notified of sick leave days he/she has taken during the current work year and current longevity status.

15.12 Buyback

Employees hired before July 1, 2005 who retire or resign from the employ of the Seekonk School Committee after fifteen years or more of service shall receive within thirty (30) days of the last date of employment forty and one-half percent (40.50%) of his/her per diem rate for each day of accumulated and unused sick leave over seventy-five (75) days. In the event of the death of a professional employee while in the employ of the Seekonk School Committee, such employee's heirs, if any, shall be entitled to payment of such benefit upon submission of documentation establishing their legal entitlement to such payment. Employees hired after July 1, 2005 shall not receive this benefit.

ARTICLE 16

SICK LEAVE BANK

16.1 Bank

A sick leave bank has been established by agreement for the purpose of making additional sick leave days available to employees with professional teacher status who have exhausted their entire sick leave accumulation and who have a serious illness or injury. A nurse who has completed three (3) consecutive years of service with the Committee shall be considered an employee with professional teacher status for the purposes of this Article. Participation in the sick leave bank by employees with professional teacher status shall be voluntary. An employee may elect to participate or withdraw from participation in the sick leave bank by giving written notice thereof to the Superintendent only during the fifteen (15) day period after the execution of this Agreement and the fifteen (15) day period after the beginning of the work year in September of each year.

16.2 Administration

The sick leave bank shall be administered by a Sick Leave Bank Committee comprised of four (4) members, two (2) of whom will be appointed by the Committee and two (2) of whom will be appointed by the Association President. If a Sick Leave Bank Committee vote on any matter results in a tie, the matter under consideration shall not be approved or adopted. The sick leave bank will be initially funded by deducting two (2) sick leave days of each professional teacher status employee who has agreed to participate in the bank and contributing such days to the bank. The Sick Leave Bank Committee shall determine the eligibility of an employee for sick leave days from the bank and the number of days of sick leave to be granted in each case. The Sick Leave Bank Committee may promulgate reasonable rules and regulations regarding operation of the Bank. All decisions of the Sick Leave Bank Committee are final and binding on both parties and are not subject to litigation in any form, including, but not limited to, the grievance or arbitration provisions of the contract. The balance of sick leave days in the bank shall be carried forward from work year to work year. When the bank is depleted to twenty (20) sick leave days, an additional assessment of two (2) sick leave days shall be made against the sick leave account of each employee with professional teacher status who has agreed to participate in the bank.

16.3 Eligibility

Sick leave bank days will be made available only to an employee with professional teacher status who is participating in the bank, who has exhausted all of his/her personal sick leave days and who has been absent because of serious illness or injury. In the first instance, the employee applying to the sick leave bank must submit two (2) medical opinions, at least one of which shall be from a specialist. If, after receipt of the medical opinions, the Sick Leave Bank Committee still has questions about eligibility it may obtain an examination of the employee and third opinion from a physician which examination and opinion shall be at the expense of the School Committee. The sick leave days granted by the bank will be retroactive to the first day of the employee's illness or injury. The initial grant of sick leave days from the bank shall not exceed twenty (20), after which the employee may reapply for additional days. Requests for sick leave bank days shall be submitted in writing to the Sick Leave Bank Committee and shall include a written statement from the employee's physician indicating the nature and extent of the illness or injury and the estimated time that the employee will be absent from work.

ARTICLE 17

LONGEVITY

17.1 Years of Service

"Years of Service" shall be defined as continuous service including leaves approved by the Superintendent. If an employee voluntarily leaves the employment of the Committee, they shall lose their accumulated years of service. "Voluntarily" shall be defined as resigning and/or declining a recall offer. Employees shall be paid longevity increments each year according to their number of years of service as professional employees of the Seekonk School Committee as follows:

2022-2024		
\$3,999		
\$4,732		
\$5,414		
\$6,099		

<u>Employees who have attained a certain longevity level shall remain at that level until eligible for the next level.</u>

17.2 Noncumulative

Payments will be noncumulative and will be added to the employee's annual salary to be paid during each December of each year.

17.3 Definition

Years of service will be determined as of September 1 of each year.

ARTICLE 18

LEAVE OF ABSENCE WITH PAY

18.1 Personal Day

Each employee will be granted two (2) days off without loss of pay in each work year for religious, personal, legal, business, household, or family matters which could not reasonably be attended to during non-work days or hours. Application for such personal leave will be made at least three (3) school days, except in case of emergencies, before taking such leave. The employee requesting such leave will not be required to state the reason for taking such leave other than that he/she is taking it under the provisions of this Section. Such personal days shall only be allowed on the day before or after a holiday or a vacation period subject to the following conditions: (1) No more than four elementary teachers from any one building, four middle school teachers, and five high school teachers will be eligible to take a personal day on any one specified day, (2) requests will be honored in order of receipt, (3) only one personal day per bargaining unit member may be used on a day before or after a holiday or vacation period in any school year.

18.1.2 Religious Leave

In the event that the School Committee includes Good Friday as a holiday on the official school calendar an employee may, upon written request and with the advance approval of the Superintendent or his/her designee, be granted, as a reasonable accommodation to members of any religious denomination, one day of paid religious leave. The leave may be granted provided that the religious beliefs or the employee's denomination hold that the day is to be a day of rest or that attendance at religious services is required during working hours on that day. The leave request must be submitted in writing to the Superintendent with a copy to the building principal as far in advance as possible, but not less than fourteen (14) calendar days prior to the start of the requested leave. The Superintendent shall respond to religious leave requests within seven (7) calendar days of receipt of the request.

18.2 Legal Proceedings

Employees, upon written application to the Superintendent, will be excused without loss of pay, for appearances in legal proceedings resulting from the performance of their prescribed duties and may be excused in the discretion of the Superintendent, without loss of pay, for any appearance in any legal proceedings in which the employee is required by law to attend. The provisions of this Section relative to "excused without loss of pay" will not apply to any proceedings against the Committee or the Town of Seekonk by the employee and/or the Association.

18.3 Conferences

Employees designated by the Association shall be granted leaves of absence, without loss of pay, to attend conferences and conventions of the Massachusetts Teachers' Association and the National Education Association. The maximum time off with pay under this Section shall be a total of four (4) work days in each work year for the aggregate number of employees in the bargaining unit.

18.4 Bereavement

Employees shall be granted leaves of absence without loss of pay for periods not in excess of four (4) days in each case in the event of death in their immediate family. Immediate family shall include spouse, child, father, mother, sister, brother, grandparents, grandchildren, mother-in-law, father-in-law, sister-in law, brother-in-law, daughter-in-law and son-in-law, step-parent, or spouse's step-parent. In the event of the death of a spouse, child, father, mother, sister, brother, grandparent, or grandchild one (1) additional day shall also be granted. Consent for bereavement leave for the death of an individual not listed in the previous two sentences requires the pre-approval of the building principal. In exceptional circumstances involving the death of another close relative or a household member an employee may be granted, at the discretion of their building principal, up to two (2) days of absence without loss of pay. The Association agrees that the provisions of this Section shall be administered and followed in light of their purposes, which is to provide the opportunity, when needed, for an employee to attend the funeral, services, or to attend to family or personal matters arising as a result of the death to any such persons at the time of death or with the permission from their building principal under extenuating circumstances.
18.5 Military Duty

Employees shall be granted, without loss of pay, leaves of absence for a maximum of thirteen (13) days per work year when called into temporary active duty of the United States Military Reserves or the State National Guard, 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 or state government during the period of their temporary active duty.

18.6 Jury Duty

An employee who is required to serve on jury duty shall be paid by the Committee exclusive of any travel or other allowance, subject to the employee providing proof that the employee had to appear in court for jury duty within two weeks of service.

18.7 Written Notice

Requests for the leaves of absence with pay provided for in this Article shall be submitted in writing to the Superintendent with the reasons therefore.

ARTICLE 19

LEAVES OF ABSENCE WITHOUT PAY

19.1 Military Leave

Military leave without pay will be granted to any employee who is inducted into any branch of the armed forces of the United States. Upon return from such leave, the employee will be placed on the salary schedule at the level he/she would have achieved had he/she remained actively employed by the Committee during the period of his/her absences subject, however, to a maximum credit of two (2) years.

19.2 Sick Member of Household

An employee will be granted a leave of absence without pay or increment by the Committee for a period of up to one (1) year for the purpose of caring for a sick member of the employee's immediate family or household. A member of the household is defined as a person residing in the household for at least ninety (90) days with intent to establish permanent residence.

19.3 Health

An employee may be granted a leave of absence without pay or increment by the Committee for up to one (1) year for health reasons. Requests for such leave will be supported by appropriate medical evidence.

19.4 Extended Sick Leave

An employee, whose personal illness extends beyond the period of time for which he/she is entitled to receive sick leave, may be granted a leave of absence without pay or increment by the Committee for such time as is necessary for his/her recovery from such illness. Requests for such leave will be supported by appropriate medical evidence.

19.5 Child Leave

In addition to the parental leave outlined in Article 20.1, an employee with professional teacher status shall be entitled to unpaid parental leave for a period of up to one (1) year for the birth of a child or for the placement of a child for adoption or foster care, provided at least two (2) weeks written notice is given to the Committee of the anticipated date of departure and intention to return to duty. The employee will be permitted to return to duty only at the beginning of a school year. In the event an employee's leave of absence of one (1) year shall expire after the beginning of a school year, the leave of absence shall be extended to the beginning of the next school year to permit the employee's return to duty at such time.

19.6 Other Leave

Leaves of absence without pay or increment may be granted employees for purposes other than those set forth above.

19.7 Application

Requests for the leaves of absence without pay provided for in this Article shall be submitted in writing to the Superintendent with the reasons therefore. The employee will be notified in writing of the approval or disapproval of his/her request.

19.8 Extensions

The leaves of absence provided for under this Article may be extended by the Committee. Requests for such extensions will be submitted in writing to the Superintendent.

19.9 One Year Leave

In addition to the leaves of absence provided for above, up to four (4) professional employees shall be granted leaves of absence without pay for one (1) work year for any purpose other than those set forth in Sections 19.1 through 19.5 above. Such leave must be taken for the full work year. Notification of intent to take a leave of absence under this Section shall be made by June 30th of the preceding school year by certified mail to the Superintendent of Schools. Employees will be granted this leave in the order of receipt of their certified letters. In the event of a tie, a drawing will be held under the supervision of the Association and the Committee.

19.10 Returning from Leave

All benefits to which an employee was entitled at the time his/her leave of absence without pay commenced, including unused accumulated sick leave, will be restored to him/her upon his/her return, and he/she will be assigned to the same teaching position which he/she held at the time said leave commenced, if such position is available, or if it is not available, to a substantially equivalent teaching position. An employee, who at the time said leave commenced was assigned to perform the additional duties of a position described in the Appendices, shall have no right to return to such position upon his/her return from leave. The determination as to what constitutes a substantially equivalent position shall be made by the Committee in each case.

19.11 Employee Responsibility

It shall be the responsibility of any employee granted leave as provided in Sections 19.2 through 19.10 hereof, to notify the Superintendent of Schools of the employee's intent to return to active duty or request further leave by April 15, preceding the beginning of the school year in which the employee will resume his or her duties or requests further leave. The Superintendent shall so notify any employee on leave of this requirement between March 1 and March 15 immediately preceding the April 15 date.

ARTICLE 20

PARENTAL LEAVE

20.1 Parental Leave

In accordance with FMLA, a pregnant teacher, a teacher who is adopting, or a teacher who is accepting placement of a foster child under the age of eighteen (18), or under the age of twenty-three (23) if the child is mentally or physically challenged, or any other teacher who requires leave for the birth of a child who has worked for the district for more than twelve (12) months may elect a parental leave of up to twelve weeks. Teachers may use up to forty (40) days of their accrued sick time during said leave.

In accordance with Mass. Gen. L. c. 149, §105D, a pregnant teacher, a teacher who is adopting, or a teacher who is accepting placement of a foster child under the age of eighteen (18), or under the age of twenty-three (23) if the child is mentally or physically challenged, or any other teacher who requires leave for the birth of a child, who has worked for the district for more than 3 months but less than 12 months is eligible for eight weeks of unpaid leave.

An employee is eligible to use accrued sick leave beyond the forty days described above, if said employee is physically disabled from work beyond those forty days, subject to the requirements of Articles 15 and 16, Sick Leave and Sick Leave Bank, of this Agreement.

An employee applying for Parental Leave shall provide the district with at least two (2) weeks written notice of his/her intended date of departure and of his/her intended date of return whenever possible. Employees are urged to give earlier notification to provide the district with additional time to secure a replacement.

In cases where both parents are employed by the school district, such employees shall only be entitled to the maximum amount of Parental Leave herein in the aggregate.

Any teacher interested in additional leave time may apply for such leave under section 19.5 of this collective bargaining agreement.

20.4 Restoration of Benefits

All benefits to which the employee was entitled at the time the leave of absence commenced, including any unused accumulated sick leave, shall, except as is otherwise provided herein, be restored upon return and he/she shall be assigned to the same teaching position which was held at the time such leave commenced, if such position is available or, if it is not available, to a substantially equivalent teaching position. An employee, who at the time said leave commenced was assigned to perform the additional duties of a position described in the Schedule of Supplementary Compensation set forth in said Appendix A, shall have no right to return to such position upon return from leave. Upon return the employee shall not advance in increment, unless he/she shall have worked more than half of the school year, including professional development days in the school year in which the leave commenced in the Seekonk Public School system or in another school system. The Committee shall not be required to restore an employee on parental leave to a previous or a similar position if other employees of equal length of service credit and status in the same or similar position have been laid off due to economic conditions or other changes in operating conditions affecting employment during the period of the parental leave; provided, however, that the employee on parental leave shall retain any preferential consideration for any other position to which he/she may be entitled as of the date leave commenced.

ARTICLE 21

SABBATICAL LEAVE

21.1 Eligibility

An employee, who has completed six (6) consecutive full school years of employment by the Committee, shall be eligible to apply for a sabbatical leave for a period not to exceed one (1) year for the purpose of engaging in advanced study beyond the Master's degree leading to a Certificate of Advanced Graduate Study or to a Doctor's degree or for the purpose of engaging in an approved course of study not necessarily leading to an advanced degree. No more than two (2) employees shall be granted sabbatical leave in any one (1) work year.

21.2 Deadline

An applicant for sabbatical leave shall, on or before April fifteenth immediately preceding the work year for which the sabbatical leave is desired, submit to the Superintendent a written application for such leave in such form as may be required by the Committee. The application shall state the employee's reasons for requesting the leave and shall include a description of the study program in which he/she plans to engage while on leave.

21.3 Committee Action

The Superintendent shall forward the applicant's statement along with his/her recommendation to the Committee. The Committee shall decide which applicant, if any, shall be granted sabbatical leave and shall notify each applicant of its decision.

21.4 Payment

An employee on sabbatical leave shall be paid fifty percent (50%) of the salary which he/she would have received if he/she had remained on active duty with the Committee, exclusive of any supplementary compensation which he/she may have been receiving in addition to his/her regular teacher's salary under the provisions of Article 5, Section 7, of this Agreement, for a sabbatical leave of one (1) work year and one hundred percent (100%) of said salary for a sabbatical leave on one-half (1/2) of a work year. During the time an employee is on sabbatical leave, he/she shall continue to receive the Blue Cross-Blue Shield or other health insurance benefits and group life insurance benefits he/she was receiving prior to going on said leave.

21.5 Agreement

Prior to the granting of the sabbatical leave, an employee shall enter into a written agreement with the Committee that, upon the termination of such leave, he/she will return to service in the Seekonk Public Schools for a period equal to twice the length of the sabbatical leave and that, in default of completing such service he/she will refund to the Town of Seekonk an amount equal to such proportion of salary received by him/her while on said leave as the amount of service agreed to be rendered.

21.6 Half Year Option

An employee on sabbatical leave for one-half (1/2) year will be assumed to have been actively employed by the Committee during such one-half year for purposes of placement on the salary schedule. An employee who has been on sabbatical leave for one (1) work year will not be granted a step increase for the year of such leave. Upon his/her return from sabbatical leave, the employee will be placed on the appropriate salary schedule, as heretofore determined, and will have restored to him/her all benefits to which he/she was entitled at the time his/her leave commenced, including unused accumulated sick leave, and will be assigned to the same teaching position which he/she held at the time said leave commenced, if such position is available, or if it is not, to a substantially equal position. An employee, who at the time said leave was commenced, was assigned to perform the additional duties of a position described in the Schedule of Supplementary Compensation set forth in said Appendix A shall have no right to return to such position upon his/her return from such leave.

ARTICLE 22

PROTECTION OF EMPLOYEE

22.1 Injury

Each employee and his/her principal/administrator shall report all cases of injury suffered by an employee arising out of or in the course of his/her employment to the Superintendent, who will acknowledge receipt of such report in writing to the injured employee. The report will then be forwarded to the Committee, which will comply with any reasonable request from the employee for information in its possession relating to the incident or the persons involved.

22.2 Indemnification

Pursuant to the provisions of M.G.L. c. 258, and subject to the limitations thereof, all bargaining unit members shall be indemnified and held harmless against any and all claims brought against them for any inquiry or loss of property or personal injury or death claims brought against them for any injury or loss of property or personal injury or death caused by negligent or wrongful acts or omissions which occur while acting within the scope of their employment by the Town of Seekonk.

INSURANCE

23.1 Health

The group health insurance provided by the Town of Seekonk through Southeastern Massachusetts Health Group Blue Cross/Blue Shield (BC/BS) plans for its employees and the group life insurance provided by the Town for its employees shall be available to employees who advise the Superintendent in writing that they desire to participate in such insurance programs. As to health insurance, the Committee shall pay 75% and the employee 25% of the premium costs attributable to such insurance. In the event that the SMHG stops offering BlueCross/Blue Shield products, or in the event that the Town leaves the SMHG, the Town may offer an equivalent coverage plan as determined by the Town, which shall include equivalent access to health care services in Rhode Island and equivalent or less expensive plan costs (i.e. premiums, co-pays, and deductibles).

23.2 Annuity

The Committee will participate in the Tax Deferred Annuity Program.

23.3 Flex Plan

The School Committee and the Association will execute such agreements as may be necessary to institute a so called "Flex Plan" to provide that members of the Bargaining Unit will be eligible to participate in a plan providing for pre-tax payment of employee premiums for group insurance coverage.

ARTICLE 24

TEXTBOOKS

24.1 Guarantee

The Committee guarantees that it will provide sufficient textbooks to ensure that each student in a classroom has textbooks for his own use.

24.2 Resource Material

The Committee recognizes that books and educational resource materials are beneficial and will endeavor to maintain such items.

ARTICLE 25

STUDENT TEACHERS

25.1 Agreement

The Committee and the Association believe that a well-planned and coordinated student teacher program is educationally desirable, and that agreements with surrounding colleges should be obtained to implement such a program.

25.2 Remuneration

Any remuneration accruing from participating in such student teacher program will be paid directly to the cooperating teacher or teachers.

25.6 Assignment

Student teachers will be assigned on a rotating basis to qualified teachers within a building.

ARTICLE 26

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

26.1 Fees

Providing the advance recommendation of the Superintendent and approval of the Committee is obtained, the Committee will pay the reasonable expenses, including fees, meals (up to \$30 per day), lodging and transportation incurred by employees who attend in-service training courses, workshops, seminars, conferences or other professional improvement sessions.

26.2 Course Reimbursement

Each fiscal year, July 1 to June 30, the Committee will reimburse an employee for tuition costs and course expenses, such as books, in an amount not to exceed \$1,500.00 per employee annually for a program leading to an advanced degree, courses taken in the employee's area of license, or leading to a new license, or taken for purposes of relicensing.

Employees will follow district procedures for obtaining pre-approval before taking a course. Employees will be notified of pre-approval within <u>5</u> business days. Failure to follow district procedures and obtain pre-approval may result in the employee not being reimbursed for expenses incurred by the employee.

In no case shall the Committee's total liability exceed \$65,000.

26.3 Courses in Seekonk School District

The Committee will cooperate with the Association's efforts in arranging for courses to be taught within the school district by a qualified person who is currently connected on a full-time basis with an accredited four (4) year university or college. These professionally relevant courses will be for a minimum of three (3) credits, must be approved by the Committee and must demonstrate some value to the Seekonk school system. No course will be disapproved by the committee, unless it violates the above conditions.

26.4 Salary Increase

Credit for courses and advanced degrees taken under Section 26.3, above, will be allowed in determining an employee's eligibility to be placed on the Bachelor's plus 15 salary schedule, the Bachelor's plus 30 salary schedule, the Master's plus 15 salary schedule, and the Master's plus 30 salary schedule. To be eligible, notice of anticipated advancement on the salary schedule must be given by February 15 of the previous school year.

26.5 Conference

Each teacher may be granted one (1) day annually to attend a conference, meeting, convention or visitation for educational development with the approval of the Building Administrator.

ARTICLE 27

DEDUCTIONS

27.1 Deductions

The Committee accepts the provisions of Section 17C of Chapter 180 of the General Laws of Massachusetts and, in accordance therewith, shall certify to the Treasurer of the Town of Seekonk all payroll deductions for the payment of dues to the Association duly authorized by the employees covered by this Agreement.

27.2 **Dues**

The Committee will, at the written request of an employee, made to the Superintendent on a form to be approved by the Committee and the Association, make deductions in the manner provided for herein from the compensation paid to said employee for his regular, current and annual dues as a member of the Association, the Massachusetts Teacher's Association and/or National Education Association.

27.3 Rescinding

Any such authorization made by an employee in accordance with Section 27.2 above may be withdrawn by such employee by giving at least sixty (60) days' notice in writing of such withdrawal to the Superintendent, and by filing a copy thereof with the Treasurer of the Association for which such dues deduction was being made. Such authorization, if not previously cancelled or revoked, shall be deemed to be automatically terminated upon the termination of the employment of the employee by whom it was signed.

27.4 Agency Fee

In accordance with the provisions of Massachusetts General Laws Chapter 150E, Section 12, all employees in the bargaining unit shall, as a condition of employment, pay to the Association, the exclusive bargaining agent and representative, an agency fee proportionately commensurate with the cost of collective bargaining and contract administration. The Association shall provide the Committee with information relative to the amount of such agency fee in accordance with Massachusetts Law and such regulations as from time to time promulgated by the Massachusetts Labor Relations Commission, and the Association agrees to save the Committee harmless against any and all claims, damages on other forms of liability or expense arising out of the deduction of any agency fee from an employee's pay and remittance of such wages of the Association. In the event that the Committee is named a party to any action or administrative proceeding relative hereto, the Association shall at its own expense provide counsel of its choice to represent the Committee.

NO STRIKES

28.1 Association

The Association shall not engage in a strike, and no said employee or the Association shall induce, encourage or condone any strike, work stoppage, slowdown or withholding of services by said employees.

28.2 Labor Relations Commission

In the event 28.1 is violated, whenever a strike occurs or is about to occur, the Committee shall petition the Department of Labor Relations to make an investigation. If, after investigation, the Commission determines that any provision of Section 28.1 of this Article has been or is about to be violated, it shall immediately set requirements that must be complied with, including but not limited to, instituting appropriate proceedings in the Superior Court for the County of Bristol.

28.3 Compensation

In the event 28.1 is violated, no compensation shall be paid by the Committee to any employee with respect to any day or part thereof when such employee is engaged in a strike against the Committee, nor shall such employee be eligible recover such compensation at a later date in the event that such employee is required to work additional days to fulfill the provisions of the Collective Bargaining Agreement.

28.4 Discipline and Discharge

An employee who engages in a strike shall be subject to discipline and discharge proceedings by the Committee.

ARTICLE 29

ACADEMIC FREEDOM

29.1 Personal Life

The private and personal life of a teacher is not within the appropriate concern or attention of the Committee except as it may interfere with the teacher's responsibilities to a relationship with students and/or the school system.

29.2 Teacher Rights

Teachers will be entitled to full rights of citizenship, and no religious or political activities of any teacher (provided such activities do not take place during his working hours), or the lack thereof will be the grounds for any discipline or discrimination with respect to the professional employment of such teacher.

REDUCTIONS IN STAFF

30.1 Scope

In the event it becomes necessary for the Committee to reduce the number of employees with professional status in the bargaining unit because of financial limitations, reasons of economy, decreases in pupil enrollment, changes in curriculum or other similar reasons, the procedures set forth in this Article will govern the layoff and recall of employees who are affected by any such reduction.

30.2 Committee Rights

The Committee shall have the sole discretion in determining which position or positions or which type or types of positions are to be eliminated.

30.3 Professional Teacher Status Layoff

No employee with professional teacher status shall be laid off if there is an employee without professional teacher status serving in a position that the employee with professional teacher status is qualified to fill.

30.4 Licensing

Employees with professional teacher status shall be grouped within the area of license in which they are employed according to the specific subject they are teaching. Within such separate groupings employees will be laid off in the order of their seniority as employees of the Committee, those with the least seniority to be laid off first. In addition, an employee with professional teacher status who is reached for layoff in his/her grouping shall have the right to replace an employee with professional teacher status with less seniority who is teaching a different subject in the same area of license.

30.5 Seniority

Seniority as used herein shall mean an employee's continuous length of service in years, months and days as a licensed employee of the Committee as a teacher or an administrator. Notwithstanding the foregoing, the seniority of employees which was computed prior to September 1, 1982, on the basis of noncontinuous service shall not be affected by this change provided there is no break in their service. Any break in service for any such employee after September 1, 1982, shall result in the loss of his/her said seniority. Employees shall be credited for seniority purposes up to a maximum of one (1) year with time spent on any leave of absence provided for in this Agreement. In cases involving employees who have identical seniority, lots will be drawn by said employees to determine seniority. A list indicating the seniority of each employee with professional teacher status shall be prepared by the Committee and forwarded to the Association. The list shall be updated yearly and forwarded to the Association by January 15 each year. The list shall be deemed to be accurate unless challenges to its accuracy are submitted to the Superintendent within thirty (30) days from such date.

30.6 Notification

Employees who are to be laid off will be notified in writing of such layoff no later than April fifteenth of the work year at the end of which they are to be laid off. The notice will include the reason for the layoff. On an annual basis, the Association and the Administration shall discuss this date and determine whether or not it shall apply to that particular year or whether a mutually agreeable alternative shall be in operation for that particular year.

30.7 Recall Rights

A professional teacher status employee who has been laid off shall be entitled to recall rights, in the inverse order of his/her layoff, to a position for which he/she is qualified for a period of two (2) contract years, except as is otherwise provided herein, from the effective date of his/her layoff.

30.8 Recall Procedure

During their recall period, an employee will be notified by certified mail, addressed to his/her last address of record, of the Committee's intent to recall them. An employee must notify the Superintendent in writing of his/her acceptance of an offer of recall within fifteen (15) days from the date of his/her receipt of said certified mail. An employee's failure to so notify the Superintendent of his/her acceptance of any such offer or their failure, after accepting any such offer, to report for duty on the date indicated, shall terminate his/her recall rights, notwithstanding the fact that the two (2) contract years of recall have not expired.

30.9 Recall Exceptions

An employee shall not lose his/her rights to recall by declining an offer of employment, which period of employment is less than one (1) school year. Except that any employee with professional teacher status, who accepts an offer of recall for less than one (1) contract year shall not be laid off in the following contract year due to the recall of a teacher with more seniority who had declined an offer of employment.

30.10 Preference as Substitute

An employee who is laid off will be given preference by the Committee, except as is otherwise provided herein, during his/her recall period on its employment of substitute teachers.

30.11 Tenure

The status of employees with respect to professional teacher status shall not be altered by a layoff. An employee with professional teacher status who is recalled within said two (2) year period after the effective date of his/her layoff shall be recalled with professional teacher status.

30.12 Insurance Coverage

Employees who are laid off may continue for the period and on the conditions indicated herein the group health and life insurance coverage, which is provided to members of the bargaining unit, by paying the full amount of the premium for such insurance to the Town Treasurer. Employees may continue such insurance coverage during the said two (2) year period for which they are eligible for recall. In the event any such employee fails to make payment of said premium or refuses any offer of recall during said two (2) year period, his/her option to continue such insurance coverage shall terminate.

30.13 Restoration of Benefits

An employee who is recalled by the Committee within said two (2) year period shall have restored to him/her all benefits he/she had accumulated at the time of his/her layoff.

30.14 Layoff Procedures

The specific procedures provided in Chapter 71 of the General Laws of Massachusetts for accomplishing the layoff of employees with professional status will be adhered to by the Committee.

30.15 Limitation

The provisions of this Article shall not apply to the termination of the employment of an employee with professional teacher status for any reason other than the reasons specified in Section 30.1 hereof.

30.16 Drawing

In the case of any ties on this seniority list resulting from changes in the contractual language, a drawing will be held to resolve these ties. The President of the Seekonk Educators Association will designate the time, place and procedure to break these ties. All teachers, who obtain additional licenses and as a result thereof are eligible to be placed on the seniority list covering such licenses, will, where ties in seniority on such list have been broken by a previous drawing, be placed on such list below all other employees having the same seniority.

ARTICLE 31

GENERAL

31.1 Terms

The term "secondary school" as used in this Agreement shall include the middle school.

31.2 Availability for Work

Employees will be informed of a telephone number which they may call or a designated website to log onto at the time designated by their principal/administrator to report their unavailability for work.

ARTICLE 32

PRINTING AND DISTRIBUTION EXPENSES

32.1 Cost

This Agreement will be printed in a timely manner, and the cost of such printing shall be shared equally by the Committee and the Association.

32.2 Distribution

The Association agrees to bear the cost of distributing a copy of this Agreement to each employee presently employed by the Committee and to each new employee hired by the Committee.

SCOPE OF AGREEMENT

33.1 Agreement

This Agreement includes all of the agreements reached by the parties respecting matters pertaining to the wages, hours and other conditions of employment which either the Committee or the Association proposed as the subject of negotiations. During the term of the Agreement neither party, except as is otherwise provided in Article 3, Section 3.3, shall be required to negotiate concerning any such matter affecting wages, hours and conditions of employment of employees whether or not such matter is covered by this Agreement.

33.2 Alternation of Agreement

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 and effect unless it is made in writing and executed by the Committee and the Association.

33.3 Waiver

The failure by the Committee or 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.

33.4 Law

If any provision of this Agreement or any application of the Agreement to any employee or group of 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

ARTICLE 34

INDUCTION AND MENTORING

- A. Beginning with teachers hired to commence their employment in the Seekonk Public Schools in September, 2007, there shall be an induction and mentoring program for all teachers new to teaching during their first three years of employment and for experienced teachers new to the District during their first year of employment by the District.
- B. Seekonk teachers with Professional Teacher Status who wish to serve as mentors may apply to become a mentor by completing an application and indicating their interest in the mentor program and the background and experience they bring to the position.
- C. All new mentors will be trained in a district-provided or district-approved training program. Ten (10) Professional Development Points will be awarded for successful completion of approved mentor training.
- D. Mentors and Educator Evaluation Process Coaches shall receive the stipends described in Appendix B of this agreement.

- E. All mentors shall receive a maximum of fifteen (15) Professional Development Points (PDP's) for their mentoring work during the school year.
- F. Mentors and teachers new to teaching will be provided with release time to engage in classroom observations of each other. This time will be provided to facilitate three of these observations per year. Coverage, if needed, shall be prearranged with the building administrator, and the date and time of the observation shall be documented and submitted to the Assistant Superintendent for Teaching and Learning.
- G. Retirees who have met the district mentor criteria may be asked to mentor in their discipline area. Current employees will be given first consideration.
- H. All mentors will be required to attend at most three mentor program meetings per year. One of these meetings will occur the week before school starts. The other two meetings will be held after school hours and will be scheduled no longer than one (1) hour.
- I. Mentors shall keep a log of their meeting times with their mentee. Mentors are expected to meet with newly hired teachers a minimum of two hours per month, including any monthly observations. Mentors are expected to meet with second- and third-year teachers a minimum of twenty-five (25) hours per year. Documentation of meeting times will be returned to the Assistant Superintendent for Teaching and Learning at the end of the second term and at the end of the school year.
- J. If the mentor and/or mentee deem the relationship incompatible and/or ineffective, the following steps will be implemented:
 - 1. The mentor and the mentee will discuss the relationship with the Assistant Superintendent for Teaching and Learning;
 - 2. if it is still deemed to be an ineffective relationship, either or both parties should indicate in writing to the Assistant Superintendent for Teaching and Learning that they wish to terminate the relationship;
 - 3. when possible and at the discretion of the Assistant Superintendent for Teaching and Learning, the mentor shall be reassigned and the mentee will be assigned another mentor;
 - 4. if a mentee is assigned after the beginning of the school year, then the mentor's stipend will be prorated on a monthly basis.
- K. The Assistant Superintendent for Teaching and Learning will chair a committee that is charged with developing the Induction and Mentoring Program as part of the District's Professional Development Plan.

DURATION

This Agreement shall take effect on September 1, 2021, and shall continue in effect to and including August 31, 2024, and shall thereafter automatically renew itself for successive terms of one (1) year each, unless by the October first prior to the expiration of the contract year involved, either the Committee or the Association shall have given the other written notice of its desire to modify or terminate this Agreement. In the event notice is given of a desire to modify or terminate this Agreement, the Committee and the Association will enter into negotiations not later than November fifteenth.

IN WITNESS WHEREOF, the Committee has caused this Agreement to be signed in its name and behalf by its Chairperson, hereto duly authorized, and the Association has caused this Agreement to be signed in its name by its President, hereto duly authorized on the date and year first above written.

SEEKONK EDUCATORS' ASSOCIATION

Sharoa a. ahen By:

SEEKONK SCHOOL COMMITTEE

By: 5tt By: By: MG By: By: Date:

Date:

FY22-Nor	malizing (\$5	5,000 added	to first step	o) and 4.5%	between st	eps except :	12, 2.25% In	crease Top	Step Only		
Step	Bach	B+15*	B+30*	B+45*	Masters	M+15	M+30	M+45	M+60	CAGS	DOC
1	48,656	52,134	52,684	53,142	55,063	55,428	55,978	56,283	56,893	57,809	58,693
2	50,846	54,480	55,055	55,533	57,541	57,922	58,497	58,815	59,453	60,410	61,334
3	53,134	56,932	57,532	58,032	60,130	60,529	61,129	61,462	62,128	63,129	64,094
4	55,525	59,494	60,121	60,644	62,836	63,253	63,880	64,228	64,924	65,969	66,978
5	58,023	62,171	62,826	63,373	65,664	66,099	66,754	67,118	67,845	68,938	69,992
6	60,925	64,969	65,654	66,224	68,618	69,074	69,758	70,138	70,898	72,040	73,142
7	64,275	67,892	68,608	69,205	71,706	72,182	72,898	73,295	74,089	75,282	76,433
8	67,811	70,948	71,695	72,319	74,933	75,430	76,178	76,593	77,423	78,670	79,873
9	71,201	74,140	74,922	75,573	78,305	78,825	79,606	80,040	80,907	82,210	83,467
10	74,405	77,476	78,293	78,974	81,829	82,372	83,188	83,641	84,548	85,909	87,223
11	77,753	80,963	81,816	82,528	85,511	86,078	86,932	87,405	88,352	89,775	91,148
12	83,755	87,699	88,323	88,842	91,021	91,435	92,056	92,403	93,096	94,134	95,135
FY23 - 2.0	0% Increase	e Top Step (Only								
Step	Bach	B+15*	B+30*	B+45*	Masters	M+15	M+30	M+45	M+60	CAGS	DOC
1	48,656	52,134	52,684	53,142	55,063	55,428	55,978	56,283	56,893	57,809	58,693
2	50,846	54,480	55,055	55,533	57,541	57,922	58,497	58,815	59,453	60,410	61,334
3	53,134	56,932	57,532	58,032	60,130	60,529	61,129	61,462	62,128	63,129	64,094
4	55,525	59,494	60,121	60,644	62,836	63,253	63,880	64,228	64,924	65,969	66,978
5	58,023	62,171	62,826	63,373	65,664	66,099	66,754	67,118	67,845	68,938	69,992
6	60,925	64,969	65,654	66,224	68,618	69,074	69,758	70,138	70,898	72,040	73,142
7	64,275	67,892	68,608	69,205	71,706	72,182	72,898	73,295	74,089	75,282	76,433
8	67,811	70,948	71,695	72,319	74,933	75,430	76,178	76,593	77,423	78,670	79,873
9	71,201	74,140	74,922	75,573	78,305	78,825	79,606	80,040	80,907	82,210	83,467
10	74,405	77,476	78,293	78,974	81,829	82,372	83,188	83,641	84,548	85,909	87,223
11	77,753	80,963	81,816	82,528	85,511	86,078	86,932	87,405	88,352	89,775	91,148
12	85,430	89,453	90,089	90,619	92,841	93,264	93,897	94,251	94,957	96,017	97,038
FY24 - 2.0	0% Increase	e Top Step (Only								
Step	Bach	B+15*	B+30*	B+45*	Masters	M+15	M+30	M+45	M+60	CAGS	DOC
1	48,656	52,134	52,684	53,142	55,063	55,428	55,978	56,283	56,893	57,809	58,693
2	50,846	54,480	55,055	55,533	57,541	57,922	58,497	58,815	59,453	60,410	61,334
3	53,134	56,932	57,532	58,032	60,130	60,529	61,129	61,462	62,128	63,129	64,094
4	55,525	59,494	60,121	60,644	62,836	63,253	63,880	64,228	64,924	65,969	66,978
5	58,023	62,171	62,826	63,373	65,664	66,099	66,754	67,118	67,845	68,938	69,992
6	60,925	64,969	65,654	66,224	68,618	69,074	69,758	70,138	70,898	72,040	73,142
7	64,275	67,892	68,608	69,205	71,706	72,182	72,898	73,295	74,089	75,282	76,433
8	67,811	70,948	71,695	72,319	74,933	75,430	76,178	76,593	77,423	78,670	79,873
9	71,201	74,140	74,922	75,573	78,305	78,825	79,606	80,040	80,907	82,210	83,467
10	74,405	77,476	78,293	78,974	81,829	82,372	83,188	83,641	84,548	85,909	87,223
11	77,753	80,963	81,816	82,528	85,511	86,078	86,932	87,405	88,352	89,775	91,148
12	87,139	91,242	91,891	92,431	94,698	95,129	95,775	96,136	96,857	97,937	98,979

APPENDIX A - SALARY SCHEDULE - FY22 to FY24

Employees on Step 10 during 2017-2018 school year will be placed on Step 12.

B+15, B+30, and B+45 will not be available for teachers hired to commence employment in September 1991 and thereafter.

APPENDIX B FY22 TO FY24

Position	1%	1%	1%
	FY22	FY23	FY24
SHS Athletic Director*	\$12,991	\$13,121	\$13,252
Band Director	\$3,640	\$3,676	\$3,713
Production Supervisor	\$6,548	\$6,613	\$6,679
Production Assistant	\$3,274	\$3,307	\$3,340
District Mentoring & Induction Leader	\$3,727	\$3,764	\$3,802
District Mentoring & Induction Associate	\$1,313	\$1,326	\$1,339
SHS/HMS World Language Curriculum Instruction	\$3,636	\$3,672	\$3,709
and Assessment Leader (CIA Leader)			
Unified School Coordinator - SHS	\$1,515	\$1,530	\$1,545
SHS Curriculum Instruction and Assessment Leader	\$3,636	\$3,672	\$3,709
(CIA Leader), 6 positions			
AP Teacher Leader	\$1,010	\$1,020	\$1,030
Nurse Leader (District)	\$2,000	\$2,020	\$2,040
HMS Curriculum Instruction and Assessment Leader	\$1,515	\$1,530	\$1,545
(CIA Leader), 6 positions			
Green Team Coordinator, 4 positions (1 at each	\$1,010	\$1,020	\$1,030
school)			
Elementary Grade Level and Special Education	\$1,515	\$1,530	\$1,545
Curriculum and Assessment Leader (CIA Leader),			
14 positions (7 at each school)			
Educator Evaluation Process Coaches	\$700	\$707	\$714
Educator Evaluation Process Mentors (individual)	\$700	\$707	\$714
Educator Evaluation Process Mentors (group)	\$700	\$707	\$714
	+\$150/mentee	+\$150/mentee	+\$150/mentee

SCHEDULE OF SUPPLEMENTARY COMPENSATION

* In the event that the School Committee votes to make this position full time the parties agree to reopen negotiations as to the wages, hours and conditions of employment of the new position.

APPENDIX C FY22 TO FY24

ADVISORS

HIGH SCHOOL	1%	1%	1%
	FY22	FY23	FY24
YEARBOOK	\$3,397	\$3,431	\$3,465
DRAMA	\$3,033	\$3,063	\$3,094
STUDENT COUNCIL	\$1,699	\$1,716	\$1,733
SENIOR CLASS (2 positions)	\$1,699	\$1,716	\$1,733
JUNIOR CLASS (2 positions)	\$1,193	\$1,205	\$1,217
SOPHOMORE CLASS (2 positions)	\$607	\$613	\$619
FRESHMAN CLASS (2 positions)	\$607	\$613	\$619
PORTUGUESE CLUB & HONOR SOCIETY	\$1,000	\$1,010	\$1,020
SPANISH CLUB & HONOR SOCIETY	\$1,000	\$1,010	\$1,020
NATIONAL HONOR SOCIETY	\$728	\$735	\$742
SCIENCE CLUB	\$1,820	\$1,838	\$1,856
MATH CLUB	\$1,820	\$1,838	\$1,856
PAPER CUTS	\$1,000	\$1,010	\$1,020
PERCUSSION INSTRUCTOR	\$728	\$735	\$742
KEY CLUB	\$1,820	\$1,838	\$1,856
MODEL U.N.	\$1,820	\$1,838	\$1,856
GRADUATION COORDINATOR	\$485	\$490	\$495
UNIFIED CLUB	\$1,000	\$1,010	\$1,020

MIDDLE SCHOOL	1% FY22	1% FY23	1% FY24
STUDENT COUNCIL	\$1,699	\$1,716	1,733
MATH LEAGUE	\$913	\$922	\$931
DEBATE LEAGUE	\$913	\$922	\$931
YEARBOOK ADVISOR	\$913	\$922	\$931
DRAMA	\$2,122	\$2,143	\$2,164
HOMEWORK CLUB (2 positions)	\$1,000	\$1,010	\$1,020

ELEMENTARY SCHOOL	1% FY22	1% FY23	1% FY24
AFTER SCHOOL CLUB, 2 positions (1 at each	\$1,000	\$1,010	\$1,020
elementary school)			
MAJORETTE INSTRUCTOR (Gr. 4-12)	\$728	\$735	\$742

APPENDIX D FY22 TO FY24

HIGH SCHOOL			
Position	1%	1%	1%
	FY22	FY23	FY24
Football Head Coach	\$7,037	\$7,107	\$7,178
Football Assistant Coach, 2 positions	\$3,761	\$3,799	\$3,837
Freshman Football Head Coach	\$3,761	\$3,799	\$3,837
Freshman Football Assistant Coach	\$3,033	\$3,063	\$3,094
Boys' Basketball Head Coach	\$6,187	\$6,249	\$6,311
Boys' Basketball Assistant Coach	\$3,397	\$3,431	\$3,465
Boys' Freshman Basketball Coach	\$3,397	\$3,431	\$3,465
Girls' Basketball Head Coach	\$6,187	\$6,249	\$6,311
Girls' Basketball Assistant Coach	\$3,397	\$3,431	\$3,465
Girls' Freshman Basketball Coach	\$3,397	\$3,431	\$3,465
Baseball Head Coach	\$4,974	\$5,024	\$5,074
Baseball Assistant Coach	\$3,033	\$3,063	\$3,094
Freshman Baseball Coach	\$3,033	\$3,063	\$3,094
Softball Head Coach	\$4,974	\$5,024	\$5,074
Softball Assistant Coach	\$3,033	\$3,063	\$3,094
Freshman Softball Coach	\$3,033	\$3,063	\$3,094
Boys' Indoor Track Head Coach	\$4,974	\$5,024	\$5,074
Boys' Indoor Track Assistant Coach	\$3,033	\$3,063	\$3,094
Girls' Indoor Track Head Coach	\$4,974	\$5,024	\$5,074
Girls' Indoor Track Assistant Coach	\$3,033	\$3,063	\$3,094
Boys' Outdoor Track Head Coach	\$4,974	\$5,024	\$5,074
Boys' Outdoor Track Assistant Coach	\$3,033	\$3,063	\$3,094
Girls' Outdoor Track Head Coach	\$4,974	\$5,024	\$5,074
Girls' Outdoor Track Assistant Coach	\$3,033	\$3,063	\$3,094
Field Hockey Head Coach	\$4,974	\$5,024	\$5,074
Field Hockey Assistant Coach	\$3,033	\$3,063	\$3,094
Freshman Field Hockey Coach	\$3,033	\$3,063	\$3,094
Boys' Soccer Head Coach	\$4,974	\$5,024	\$5,074
Boys' Soccer Assistant Coach	\$3,033	\$3,063	\$3,094
Girls' Soccer Head Coach	\$4,974	\$5,024	\$5,074
Girls' Soccer Assistant Coach	\$3,033	\$3,063	\$3,094
Volleyball Head Coach	\$4,974	\$5,024	\$5,074
Volleyball Assistant Coach	\$3,033	\$3,063	\$3,094
Freshman Volleyball Coach	\$3,033	\$3,063	\$3,094
Boys' Swim Head Coach	\$4,974	\$5,024	\$5,074
Boys' Swim Assistant Coach	\$3,033	\$3,063	\$3,094
Girls' Swim Head Coach	\$4,974	\$5,024	\$5,074
Girls Swim Assistant Coach	\$3,033	\$3,063	\$3,094

COACHES SALARY SCHEDULE

Cross Country Head Coach	\$4,974	\$5,024	\$5,074
Cross Country Assistant Coach	\$3,033	\$3,063	\$3,094
Golf Head Coach	\$3,882	\$3,921	\$3,960
Boys' Tennis Head Coach	\$3,882	\$3,921	\$3,960
Girls' Tennis Head Coach	\$3,882	\$3,921	\$3,960
Fall Cheerleading Head Coach	\$3,882	\$3,921	\$3,960
Winter Cheerleading Head Coach	\$3,882	\$3,921	\$3,960
Unified Sports Basketball Head Coach	\$3,882	\$3,921	\$3,960
Unified Sports Basketball Assistant Coach, 2 positions	\$1,020	\$1,030	\$1,040
Unified Sports Track & Field Head Coach	\$3,882	\$3,921	\$3,960
Unified Sports Track & Field Assistant Coach, 2 positions	\$1,020	\$1,030	\$1,040
Boys' Lacrosse Head Coach	\$4,974	\$5,024	\$5,074
Boys' Lacrosse Assistant Coach	\$3,033	\$3,063	\$3,094
Girls' Lacrosse Head Coach	\$4,974	\$5,024	\$5,074
Girls' Lacrosse Assistant Coach	\$3,033	\$3,063	\$3,094

MIDDLE SCHOOL					
Position	1%	1%	1%		
	FY22	FY23	FY24		
Boys' Soccer Head Coach	\$2,487	\$2,512	\$2,537		
Girls' Soccer Head Coach	\$2,487	\$2,512	\$2,537		
Baseball Head Coach	\$2,487	\$2,512	\$2,537		
Softball Head Coach	\$2,487	\$2,512	\$2,537		
Boys' Basketball Head Coach	\$2,487	\$2,512	\$2,537		
Girls' Basketball Head Coach	\$2,487	\$2,512	\$2,537		
Cross Country Head Coach	\$2,487	\$2,512	\$2,537		
Unified Sports Coach	\$728	\$735	\$742		

APPENDIX E FY22 TO FY24

INTRAMURALS

Position	1%	1%	1%
	FY22	FY23	FY24
Each Program	\$880	\$889	\$898