

# Agreement

between

THE SCITUATE SCHOOL  
COMMITTEE

and

**THE SCITUATE TEACHERS' ASSOCIATION, INC.**

September 1, 2022 – August 31, 2025

## Table of Contents

Preamble .....	3
ARTICLE I Recognition .....	4
ARTICLE II Salary Schedules.....	4
ARTICLE III Application of Salary Schedules .....	4
ARTICLE IV Teaching Hours .....	7
ARTICLE V Staffing .....	12
ARTICLE VI Educator Assignments, Transfers, Vacancies & Promotions .....	12
ARTICLE VII Educator Evaluation .....	14
ARTICLE VIII Positions in Summer School, Evening School and Under Federal Programs .....	15
ARTICLE IX Association Rights .....	15
ARTICLE X Sick Leave and Personal Leave .....	16
ARTICLE XI Temporary Leaves of Absence.....	19
ARTICLE XII Extended Leaves of Absence .....	21
ARTICLE XIII Sabbatical Leave .....	23
ARTICLE XIV Complaint Procedure .....	24
ARTICLE XV Insurance and Annuity .....	24
ARTICLE XVI Dues Deduction and Agency Fee.....	244
ARTICLE XVII Professional Development, Educator Input and Educational Improvement .....	25
ARTICLE XVIII Protection.....	27
ARTICLE XIX Reduction in Force.....	27
ARTICLE XX General.....	30
ARTICLE XXI Observance.....	31
ARTICLE XXII Reorganization .....	32
ARTICLE XXIII Staff Resignations & Early Retirement Incentive .....	32
ARTICLE XXIV Job Sharing .....	33
ARTICLE XXV Duration .....	34
ARTICLE XXVI Grievance Procedure.....	35
APPENDIX A-I Educators Salary Schedule .....	39
APPENDIX B Leadership Stipends .....	411
APPENDIX C Extracurricular Activities/Summer School/Summer Services Salary Schedule ....	42
APPENDIX D Athletics.....	455
APPENDIX E-1 Department Chairpersons & Curriculum Coordinators Salary Schedule.....	48
APPENDIX F Educator Evaluation .....	50

### **Preamble**

The undersigned leadership of the Scituate Public Schools and the Scituate Teachers Association is jointly committed to:

- Securing the superiority of the Scituate Public Schools in every phase of the organization through an ongoing process of delivering the highest quality instruction.
- Continuing harmonious relations through open communications and problem solving.
- Providing educators with the compensation and conditions of employment as guaranteed by this collective bargaining agreement.

The parties agree that a continuous commitment to every student of this community and attention to the needs of its educators and related constituencies are keys to our success and a source of pride and motivation. We jointly commit to pursue the implementation of a jointly developed quality strategy.

## **ARTICLE I**

### **Recognition**

1. For the purposes of collective bargaining on questions of wages, hours, and conditions of employment contained in this agreement, the Scituate School Committee (hereinafter the "Committee") recognizes the Scituate Teachers' Association, Inc., (hereinafter the "Association") affiliated with PCEA, MTA, NEA, as the exclusive representative of the following full-time and part-time professional employees of the Committee;

Unit A: classroom educator (which term includes art, music, driver education, curriculum leaders and physical education), reading specialists, math specialists, technology integration specialists, speech & language pathologists, remedial reading, remedial education, special education, special education team chairpersons, extracurricular activities and Summer School/Summer Services and school librarians, school counselors, school psychologist, occupational therapist, physical therapists, nurse leader, school nurses, school social worker, pre-kindergarten educator, board certified behavior analyst, and coaches, but excluding substitute educators and all other employees of the school department.

Unit B: department chairperson and curriculum coordinator.

2. The professional employees represented by the Association as aforesaid are the members of the professional staff covered by this agreement and shall be hereinafter referred to as "educators" unless otherwise noted.
3. Unless another employee organization shall be designated as the exclusive representative of the educators, the Committee agrees, that so long as this Agreement continues in effect, it will not recognize any organization other than the Association and its affiliates as the representative of the educators for the purposes specified in Section 1.

## **ARTICLE II**

### **Salary Schedules**

The salary schedules set forth in Appendix A through E hereof shall apply to the educators covered by this Agreement as identified on each schedule.

## **ARTICLE III**

### **Application of Salary Schedules**

1. Upon initial employment an educator may be placed on the salary schedule at a step based on credit for previous employment as follows:
  - 1.1 One year of credit for each year of full-time public school teaching employment in the certification for which they/they has been hired.
  - 1.2 One year of credit for each year of military service or each year of teaching service in the Federal Action programs, such as the Peace Corps, Vista, Teach for America, or AmeriCorps, up to a maximum of two years for each such service, providing that additional years of credit may be given for additional

years of military service upon the recommendation of the Superintendent that the military service involved experience substantially equivalent to teaching experience. To be eligible for credit, prior employment, military or Federal Action programs service must have been performed after the educator earned a Bachelor's Degree from an institution accredited as provided in Section 5 below.

- 1.3 Credit for prior teaching employment in other than public schools may be given at the discretion of the Superintendent.
  - 1.4 Credit for prior employment shall be computed on the basis that employment continuing over six months or more in any one calendar year or five months or more in any one academic year, as the case may be, shall be deemed one year of employment, but this computation shall not apply to more than one such calendar or academic year of prior employment offered by a newly employed educator for credit.
  - 1.5 A position on the salary schedule shall be granted only upon presentation of a transcript of the degree and/or graduate credits from a college or university accredited by one of the regional accreditation associations.
  - 1.6 A part-time educator shall receive that portion on the salary schedule which is applicable and based on the number of hours served by an elementary educator or the number of periods served by a secondary educator.
  - 1.7 A department chairperson or curriculum coordinator shall earn one year of credit for each year of similar full-time, supervisory public school employment in the subject area for which they/them has been hired.
  - 1.8 A department chairperson or curriculum coordinator may earn credit for similar full-time, supervisory employment in other than public schools or the subject area for which they/them has been hired at the discretion of the superintendent.
  - 1.9 A long-term substitute educator whose assignment is for one full-year (180 school days) shall be placed on the salary schedule at a step based on credit for previous employment as outlined above and shall be considered a one year appointment. Should a long-term assignment change from temporary to full-year during the current school year, said assignment will then be considered a one year appointment and a change in salary will occur on the date of appointment, however compensation shall not be retroactive. All one year appointments shall count towards Professional Teacher Status.
2. In determining the schedule to apply to an educator upon initial employment or upon transfer of an educator to a schedule applicable to persons of higher academic qualifications, the Superintendent of Schools shall accept a bachelor's or master's degree earned from an institution accredited by an association that is recognized by the U.S. Department of Education, the Council of Higher Education, or by the National Council for Teacher Education.
  3. Educators not at the maximum step on their applicable schedules shall normally advance one (1) annual increment for each year of full-time employment, five months (5) or more of full-time employment in a school year being considered employment for such year.
  4. Salaries shall be paid in twenty-six (26) installments in arrears on every other Thursday commencing with the first regularly scheduled pay-cycle in September in

each year. The final “lump sum” pay periods remaining at the end of the school year shall be combined into one payment. Salary shall be direct deposited into an account specified by the employee. The present pay system shall remain in effect unless the Association notifies the Committee in writing by July 1 of its desire to change to a twenty-one (21) payment system for the following school year.

5. Unless an educator notifies the Superintendent to the contrary within two weeks, after receipt by an educator of their contract and memorandum explaining the salary schedule, it shall be assumed that the step, salary, and accrued earned credits are correct.
6. Acceptance of credits for courses previously taken may be withheld when, in the opinion of the Superintendent, they do not meet desired standards.
  - 6.1 All credits for courses to be taken must be approved in advance by the Assistant Superintendent if credit for them is to apply. All credits must be at the graduate level at an accredited institution and related to the educator’s content area or pedagogical practice or upon mutual agreement with the Assistant Superintendent.
  - 6.2 After a course has been approved by the Assistant Superintendent, a transcript of the mark for it must be submitted to they/them within six months from the completion of the course, or the course approval shall no longer be in effect. Transcripts for credit hours applied to lane changes must also be received by August 31 prior to an effective lane change that September unless mutually agreed upon.
  - 6.3 Educators who intend to change lanes effective the September of the following school year must submit an intent for lane change form to Human Resources on or before December 15 of the current school year.
  - 6.4 Educators shall only be eligible for one lane change per school year.
7. It is the responsibility of the educator to maintain a valid educator license from the Massachusetts Department of Elementary and Secondary Education, where appropriate, for the grade and subjects taught. The educator shall provide documentation of new license and license renewals to the Superintendent’s Office when any change in status occurs.
  - 7.1 If the district requires an educator to provide a hard copy of an educator’s license, then administration will reimburse the fee. This provision does not apply to documentation requested at the time of hire.
  - 7.2 Nurses will be reimbursed the fee for maintaining their license to practice as a Registered Nurse in Massachusetts.
  - 7.3 Speech Therapists will be reimbursed the fee for maintaining their national and state licenses.
8. Extracurricular activities are not subject to any provision of this Agreement, except for the Schedule of Stipends.
  - 9.1 Members of the bargaining unit who were employed during the 2009-2010 school year

who leave the employment of the Scituate School Committee for any reason, whether as a result of retirement, reduction-in-force, voluntary resignation or termination, and have not reached Step 14 of the salary schedule, or Step 8 of the Department Chairperson/ Curriculum Coordinator salary schedule, as of the date of separation from employment, shall be eligible to receive six (6) days of severance pay calculated at the member's per diem rate of pay as of the date of separation. Once a member has reached Step 14 of the salary schedule, or Step 8 of the Department Chairperson salary schedule, they/them shall no longer be eligible for this severance payment. Members of the bargaining unit who did not serve the entire 2009-2010 work year shall be entitled to receive a pro-rated severance payment based upon that percentage of the school year actually worked.

- 9.2 In the event that a member is separated from employment as a result of reduction in force and said member is later recalled to employment and accepts such re-employment, said member shall reimburse the District any and all monies paid to they/them under this provision. Upon repayment of the severance amount, the member will become eligible for this severance payment at the time of any subsequent separation from employment, so long as they/them satisfies the eligibility criteria set forth at Sub-Section 9.1, above.
- 9.3 The Parties shall meet yearly to review and establish a list of employees who remain eligible for the severance payment described above.

## **ARTICLE IV**

### **Teaching Hours**

1. The Committee determines, subject to law and applicable regulation of superior authority, the length of the school day and the number of days in the school year. The school day for a given school is the period beginning at the time by which pupils must be present and ending at the time of general pupil dismissal. During the terms of this Agreement, the elementary school day shall be no longer than six hours and thirty minutes (6:30) and the secondary school day shall be no longer than six hours and thirty-five minutes (6:35). The Early Childhood Center (ECC) school day shall be no longer than six hours and thirty minutes (6:30) with no classes in session on Fridays. Prior to the establishment of the beginning and ending times for each school in the system, the Association shall be consulted by April 1<sup>st</sup>.
2. The starting and dismissal times for students shall be established by the Committee provided, however, that the length of the educator's work day shall not be increased except for cause. Educators must report to their school buildings fifteen (15) minutes before the students' starting time. As professional educators, it is acknowledged that time must be spent outside the school and work day to ensure the standards and indicators of effective teaching practice are met. How that time is defined is at the discretion of the educator. As professional elementary educators, it is in the students' best interest to ensure that students safely transition from school to their scheduled transportation at the end of the school day.

Educators shall be required to arrive before or remain after the basic work day for not more than two meetings per month, not to exceed 60 minutes.

- i. Assignment of Duties

Notwithstanding the language above regarding educators reporting to school buildings fifteen (15) minutes before the students' starting time, should educators at Scituate High School volunteer for a total of four (4) arrival/dismissal duties before and/or after school per semester (e.g. bus duty), said educator shall be exempt from this requirement for the semester.

Educators may also voluntarily replace one (1) of their assigned duties with two (2) arrival/dismissal duties per seven (7) day cycle for the semester. These arrival/dismissal duties shall be mutually agreed upon and at the Principal's discretion.

ii. Flex Schedule

Provided there is mutual agreement between the educator, the building principal and the Superintendent, an educator with Professional Teacher Status may work a flexible schedule. On a day when the flexible schedule is worked, the elapsed time of work for the educator shall be continuous and shall be equivalent to the regular teaching hours. In evaluating a request for a flexible educator, the Principal will take into consideration the impacts on educator working conditions and student learning conditions including, but not limited to, the class size of those educators and students who are on the traditional schedule.

3. The Committee agrees that in the event that a change in the currently established hours becomes necessary or desirable in the best interest of the students the effects of said change(s) on working conditions and/or hours other than those provided for in this section will be impact bargained with the Association. The impact of schedule changes will be impact bargained with the Association with notice of intent to bargain given no later than March 1 of the year prior to which implementation of the change is to be effective. The number of course sections which a secondary educator is assigned will not increase as a result of a change in scheduling format without agreement by the parties. The Association agrees that "directed study" as defined by The Massachusetts Department of Education Time and Learning Requirements shall be defined as an assigned duty and not as an additional course.
4. An educator in a school operating on a single-session basis, whose basic work day is five and one half (5 1/2) hours or more, shall be scheduled to have a duty-free lunch each day of at least thirty (30) minutes at the elementary and twenty (20) minutes at the secondary level.
5. The responsibility for setting the school calendar and educator work year rests with the School Committee. The work year of educators (other than educators new to the Scituate Public Schools) shall begin no earlier than the Monday before Labor Day, terminate no later than June 30, and shall in no event be longer than one hundred eighty four (184) days. In the event the work year begins during the week before Labor Day, no work shall be scheduled on the Friday immediately prior to Labor Day. The work year shall include days when pupils are in attendance, orientation days at the beginning of the school year, in-service meeting days prior to the final day of pupil attendance, and any other days on which educator attendance is required. The final day of the work year shall be a full workday involving a half day of student attendance and a half day for educators to attend to finalizing school year responsibilities. Days on which educator attendance is not required, because of



inclement weather, shall not be included in computing the work year of the educators.

6. In cases of (a) shortage of personnel because of absence, (b) unavailability of facilities, or (c) other emergency, the requirements of Sections 2, 3 and 4 shall not apply to the extent and for the period necessary to maintain the scheduled educational program of the Scituate Public Schools.
7. The parties agree that the instructional responsibilities of educators and department chairpersons include preparing teaching materials, giving help to individual pupils, and conferring with parents, principals and other administrators, and that these responsibilities should, to the greatest extent possible, be fulfilled outside of the school day or, in the case of educators and department chairpersons not regularly assigned to continuous teaching duties, outside of scheduled teaching periods.
- 8.1 Secondary educators assigned to subject matter courses shall have at least one (1) period, or its equivalent, free each day from scheduled supervisory or teaching duties. Elementary classroom educators will be provided with a daily preparation period of no less than thirty (30) minutes, 45 minutes when possible. The Committee will reimburse educators for any day when the educator(s) is not provided with a preparation period in order to perform a previously scheduled duty, e.g., recess, cafeteria, etc. The rate of reimbursement will be the hourly rate, per contract year, as found in Appendix C of the Agreement
- 8.2 Secondary educators will not be required to teach more than two subjects and the Committee will endeavor to arrange schedules so as to require no more than three (3) preparations whereby college prep., honors, and AP levels of a course are considered different preparations. Exceptions to this provision may be made only if the Superintendent or their designee determines that it is necessary to do so in the best interest of the educational process. The Association shall be notified of each instance of such exceptions. If the Association disagrees with the exceptions determined by the Superintendent or their designee, it may appeal such determination in accordance with the grievance procedure of this Agreement to the Committee. However, the decision of the Committee shall be final and no recourse to arbitration may be made from the Committee's decision.
- 8.3 The work day for full-time school nurses shall be the work day for educators in the school to which they are assigned. Nurses shall have a lunch period equivalent to that of educators, but they will remain on call during that time in case their services are required for emergency situations. Nurses will not be assigned a supervisory duty. Nurses will not receive a daily preparation period, however every effort will be made to provide two and one-half (2.5) hours of office secretarial support each week as needed.
- 8.4 Every reasonable attempt will be made to secure a substitute educator from the first day of the regularly assigned educator's absence.

The Committee will reimburse educators whenever the educator(s) loses a preparation period due to the lack of a substitute. The rate of reimbursement will be the existing hourly rate, per contract year, as found in Appendix C of the Agreement.

Payment will be made in December and June provided, however, that the educator and the principal certify the number of lost preparation periods by the end of December and June for payment at the appropriate times and provided that a current record of same is available at all times in the office of the principal.

In addition, secondary faculty may volunteer for one period per day for student assignment, when a colleague is absent and no substitute is available. The secondary principal will notify faculty when a substitute is not available. Volunteers will be accepted and payment will be at the existing hourly rate, per contract year, as found in Appendix C of the Agreement.

9. For the 2022-2023 school year, parent conferences shall be converted to family engagement as a pilot program using contractual time.

Participation by educators in extracurricular activities sponsored by the Scituate Schools and attendance by educators at meetings and conferences related to school matters are considered necessary for the promotion of good public education in Scituate. Educators may be required to attend not more than two evening events each school year such as Expectations Night, concerts, art exhibitions, graduations or similar events. Participation or attendance by any educator in any activity or at any meeting other than as may be specifically required hereunder shall be at their option in the exercise of their professional judgment. The School Committee retains the authority to set the school calendar.

Family engagement shall include but not be limited to communications and/or meetings with parents to discuss child's academic progress and/or extra student support. This engagement or student support shall occur a minimum of one hour per week, in increments of no less than thirty (30) minutes each, either before or after school. The educator shall communicate their "office hours" so students and families are aware of availability.

No later than April 1, 2023, the parties shall convene to negotiate regarding the possible continuation of the pilot program for family engagement. Absent agreement, the pilot program shall end on June 30, 2023.

10. All personnel covered under the collective bargaining agreement in the recognition clause, Article I, paragraph 1, except Department Chairpersons, who are required to work beyond the school year by the Superintendent or their designee, shall be paid at the hourly rate. It is understood, however, that the work year for secondary school counselors shall include five (5) additional workdays, two (2) days immediately following the work year and three (3) days prior to the work year for educators as defined by Article IV Section 5, with compensation provided at the individual school counselor's per diem rate of pay. Should school counselors be required to work beyond the five (5) additional days stated herein, they will be compensated at their per diem rate of pay.
- 11.1 The equitable assignment of supervisory duties, such as lunchroom duty, recess, bus duty, study hall, corridor supervision, etc. is the responsibility of the building principal. During the school year, lunchroom duty shall be equitably rotated among all members of the teaching staff to the extent educationally desirable and administratively feasible. Elementary educators will not be required to perform cafeteria duty except in circumstances beyond the Committee's control. Educators who are assigned to more than one school on a given day will be assigned no non-teaching duties on said day.
- 11.2 All educators will receive collaboration time at each level (Elementary, Middle School and High School) based on respective work schedules. Collaboration Time is defined as time set aside weekly to address the work required by educators as a result of district and state initiatives and other work that requires collaboration of

staff. This time shall be self-directed with input from building leadership provided. Examples of the type of work that may be done during this time includes, but is not limited to: writing and revising curriculum, creating interdisciplinary learning opportunities, creating and scoring common assessments, data analysis, sharing best practices, student intervention plan development, meeting with parents, work toward smart goals, educator evaluation, etc.

12. The Committee and the Association acknowledge that an educator's primary responsibility is to teach, and that their energies should, to the extent possible, be used to this end. Therefore, they agree that educators shall not be required to collect money from students, for non-educational purposes, and when required to collect and transmit money for educational purposes, they shall not be required to tabulate and account for such money. Educators shall not be required to keep registers and office record cards or to transport students.
13. Transition time between groups of students will be provided within each building's schedule at the Elementary Level.

14. Unit B:

<u>Department Chairpersons</u>	<u>Grades</u>
English Language Arts and Reading	6 – 12
Mathematics	6 – 12
Science and Technology Education	6 – 12
History and Social Sciences	6 – 12
School Counseling, Testing and Career Services	PK – 12
Foreign Language and English Language Learners	PK – 12
P.E., Health, Business, and Family and Consumer Science	PK – 12
Fine and Performing Arts	PK – 12

Curriculum Coordinators

Science, Technology, Engineering, and Math (STEM)	PK – 5
Literacy	PK – 5

- A. In a seven-period school day, Department Chairs will be assigned one (1) teaching period -The Department Chairperson for School Counseling will have a daily assignment that will be divided between 20% counseling and 80% supervision and will include one (1) unassigned period. Curriculum Coordinators will not be assigned a teaching period.
- B. The workday of Department Chairs and Curriculum Coordinators shall be one (1) hour longer than the workday of educators. However, it is understood that the particular work hours on a given day may vary as the responsibilities of the position demand.
- C. Department Chairpersons and Curriculum Coordinators shall not be assigned a supervisory period.
- D. The school or schools in which Department Chairpersons teach shall be decided by the Superintendent of Schools. Curriculum Coordinators will be assigned a home base in one of the elementary schools.

- E. The work year of Department Chairpersons and Curriculum Coordinators shall be two hundred four (204) workdays. This shall include ten (10) days beyond the educator's work year as scheduled by the Superintendent of Schools or their designee, and ten (10) days beyond the educator's work year as scheduled by the chairperson/coordinator with approval of the Assistant Superintendent of Schools. The dates of the days to be scheduled by the Superintendent of Schools or their designee shall be published no later than March 1.

## **ARTICLE V**

### **Staffing**

1. The Committee shall employ educators in ratios of at least forty (40) elementary classroom educators for each one thousand (1,000) pupils enrolled in the elementary grades and forty-five (45) secondary classroom educators for each one thousand (1,000) pupils enrolled in the secondary grades (6 - 12), and it shall use its best efforts to keep such numbers of educators employed in the system throughout the school year.
2. Specialists and Special Programs: The Committee and the Association recognize the fact that educators of special subjects and professional support personnel are essential to the operation of an effective educational program.

## **ARTICLE VI**

### **Educator Assignments, Transfers, Vacancies & Promotions**

1. All educators shall be notified in writing of their assignments for the next school year, including the schools to which they will be assigned, the grades and/or subjects they will teach, and any special or unusual classes they will have, as soon as practicable and, under normal circumstances, not later than June 15, provided that, in the event of a change in circumstances between then and the beginning of the next school year, such assignments may be changed as required to meet the situation. When a new assignment differs from the original, each affected educator shall be notified in writing.
2. In order to assure that pupils are taught by educators working within their areas of competence, educators shall not be assigned, except temporarily and for cause, to subjects and/or grades or other classes outside the scope of their teaching licenses and/or major or minor fields of study.
3. In arranging schedules for educators who are assigned to more than one (1) school, an effort will be made to limit the amount of inter-school travel. Such educators shall be notified of any changes in their schedules as soon as practicable. Educators who are assigned to more than one (1) school in any one (1) school day shall be reimbursed at the mileage rate established by the town for all inter-school driving.
4. All assignments and transfers shall be made without regard to sex, race, color, or creed of the educator or to their marital status.
5. For the purposes of this article the following definitions hold. At the elementary level

"reassignment" is a change in grade levels within a building. At the secondary level "reassignment" is a change in grade level within the same subject/discipline within the same building. All other changes including changes in program area are "transfers". Reassignments are made by the building principal and need not be posted.

6. In transferring an educator from one subject assignment, or school to another, the wishes of that educator shall be honored to the extent that they are compatible with their qualifications, instructional requirements, and the recommendations of the principal or principals involved and do not conflict with the best interests of the Scituate Public Schools and the community. A list of currently open positions in the system shall be emailed to all members of the bargaining unit and all other factors being substantially equal, preference shall be given in filling such positions on the basis of the length of the applicant's service in Scituate. All applicants currently employed in a position included in the bargaining unit will be given an interview for any vacancy for which they apply or request transfer provided that they hold a valid teaching license for the position.
7. An educator who desires a transfer shall file a written request with the Superintendent by April 1. This does not preclude educators from applying for any subsequently posted vacancy. If a vacancy occurs, an educator desiring transfer to it shall submit their written request within ten (10) school days after posting of the open position. The request shall include the school, grade, and/or subject to which the educator desires to be assigned. As soon as practicable and, under normal circumstances, not later than June 1, the Superintendent shall notify in writing each educator who has filed a transfer request of the action taken on their request. All transfers will be effective on the date listed in the letter of appointment or the notice of transfer.
8. When involuntary transfers are necessary, an educator's area of license, major and/or minor field of study, quality of teaching performance, and length of service in the Scituate Public Schools shall be considered, together with instructional requirements and other factors affecting the best interests of the system in determining which educator is to be transferred. An involuntary transfer shall be made only after a meeting between the educator involved and the Superintendent or their designee, at which time the educator shall be notified of the reasons for the transfer. In the event that an educator objects to the transfer at this meeting, the educator may request that the Superintendent or their designee meet with the educator and a representative of the Association to discuss the matter within two weeks of the employee being notified of the transfer. All transfers will be effective on the date listed in the letter of appointment or the notice of transfer.
9. An educator who desires reassignment shall notify the building principal in writing on or before April 1. As soon as practicable and, under normal circumstances, not later than June 1, the building principal shall notify in writing each educator who has filed a reassignment request of the action taken on their request.
10.
  - (a) Educators are welcome to apply for any vacancies which are posted for which they are qualified.
  - (b) All permanent openings shall be posted for a minimum of ten (10) calendar days. When unforeseen openings occur, the Superintendent may petition the Association in writing to waive the minimum posting requirement. Each posting will set forth minimum and preferred qualifications and the deadline for application.
  - (c) Notice of all postings will be emailed to staff through the Scituate Public School's email system.

- (d) All coaching positions will be posted at least 90 days prior to the start of the athletic season. Positions shall be posted for no less than ten (10) calendar days. If positions open after this period, such positions will be posted for ten (10) days unless the position must be filled immediately.
- 11.1 Whenever any vacancy in a professional position above the rank of a classroom educator occurs, it will be posted by the Superintendent in accordance with the procedures set forth in Section 10 of this article. All in-house qualified and licensed applicants for such position will be interviewed. Any committee appointed to conduct interviews for a position above that of classroom educator will include an educator designated by the Scituate Teachers Association. All educators will be eligible for such designation.
- 11.2 Department Chairpersons and Curriculum Coordinators, with professional teacher status, may request a voluntary transfer to an open posted position within Unit A. Should the transfer request be granted, the salary will be adjusted according to the educator's salary schedule found in Appendix A.
- 11.3 When a Department Chairperson or Curriculum Coordinator, with professional teacher status, is not reappointed to a Unit B position as a result of just cause determined by a mutually agreed upon evaluation procedure, or by a bona fide reorganization of the curriculum leadership structure, the department chairperson or curriculum coordinator with Professional Teacher Status will have involuntary transfer rights into Unit A. Should no open position be available, the department chairperson or curriculum coordinator may replace a less senior educator consistent with Article XXI. Should this involuntary transfer to a teaching position take place, the salary will be adjusted according to the educator's salary schedule found in Appendix A.
12. The Committee will provide the Association the opportunity to review any existing or new job descriptions. Copies of all job descriptions/postings shall be maintained in a file by the Superintendent and shall be available for review.
- The Association recognizes the right of the Committee to develop complete job descriptions and to publish these descriptions in an educator handbook, job postings, or other appropriate places. In the event that a change in an existing job description impacts upon the terms and conditions of employment of the bargaining unit, the Committee agrees to abide by the requirements of Chapter 150E of the General Laws.
13. The Association will be provided with an opportunity to meet with the School Committee or its designees prior to the opening of any new school or the change of grade configurations in any existing or new school in order to make the administration and School Committee aware of any concerns that the Association may have regarding any proposed changes. Said opportunity will be provided before any decisions have been finalized.

## **ARTICLE VII**

### **Educator Evaluation**

1. All observations of the work performance of an educator shall be conducted openly with full knowledge of the educator. An educator shall be given documentation of

any observation report prepared by an evaluator, as well as summary evaluation reports which will be signed by the principal, or in the case of personnel who do not report to a principal, the summary evaluation report will be signed by an administrator designated by the Superintendent.

2. An educator shall have the right, upon request, to review the contents of their personnel file and shall be entitled to have a representative of the Association accompany them during such review.

No material derogatory of an educator's conduct, service, character, or personality shall be placed in their personnel file until the educator has had the opportunity to review such material and affix their signature to the copy to be filed. Such signature in no way indicates agreement with the contents thereof. The educator also shall have the right to submit a written answer to such material, and their answer shall be reviewed and signed by the Superintendent and attached to the file copy.

3. No educator shall be disciplined, reprimanded, or reduced in rank or compensation without just cause.
4. The evaluation instrument and procedure shall be distributed to each educator prior to any evaluation of that educator. A consistent uniform procedure will be followed for all members of the bargaining unit. An ongoing committee shall review and make recommendations to the Association and the Committee on the evaluation instrument and procedure to be used.
5. The parties agree to incorporate the changes proposed by the Evaluation Labor Management Committee, as memorialized in Appendix F.

## **ARTICLE VIII**

### **Positions in Summer School, Evening School and Under Federal Programs**

1. Notice of all openings for Summer School/Summer Services and Evening School positions and positions under federal programs shall be given by posting a notice there of via email as early as possible; not later than May 1 as to Summer School/Summer Services positions that have then been determined and not later than June 1 for Evening School positions that have then been determined.
2. In filling summer and evening school positions and federal program positions, consideration shall be given to an applicant's area of competence, major and/or minor field of study, quality of teaching performance, attendance record, previous experience in the school or program in question and length of service in the Scituate Public Schools. When other factors are substantially equal, preference in appointment will be given to educators within the Scituate Public Schools.

## **ARTICLE IX**

### **Association Rights**

1. The Association shall have the right to use school facilities when school is not in session provided that said use does not interfere with school sponsored activities and that said use has been approved in advance by the Superintendent or a

designee. Said use will be without charge unless the Superintendent or designee determines that said use requires special custodial services in which case, the Association will bear the cost for said custodial services. The president(s) of the Association shall provide the Superintendent and the principal of any school building which the Association wishes to use a list of all Association activities to be held in said building and the name of the Association representative who will be in charge.

2. The Association's representatives will be entitled to conduct Association business in faculty rooms and in other areas of the school buildings as may from time to time be designated by the building principal for said business provided that it does not interfere with school operations.

Whenever any Association representative other than school department employees enters a school building, they/them shall report to the principal's office.

3. The Committee agrees to permit the Association to use school equipment for any purpose provided that said use does not interfere with normal school operations and has been approved in advance by the building principal. Any unusual cost associated with such use will be borne by the Association.
4. The Association may use electronic communication, and/or one bulletin board, designated for that purpose, in each school for the purpose of displaying notices, circulars, and other Association material. Copies of all such material shall be given to the building principal, but their advance approval shall not be required. The Association agrees that it will not post, or permit to be posted, any material derogatory of the Administration, the Committee, any member thereof, or the Scituate Public Schools.
5. The Committee agrees to furnish the Association, within ten days of its request, all available information under its control in the form in which it is maintained by the Committee to the extent that such information is a public record or the Association is otherwise entitled to it.
6. The Association President(s) shall be released from all non-teaching duties during their term of office. The Association President(s) or their designee will be granted up to 10 release days per school year with the prior approval of the Superintendent for the purpose of Association business. Whenever possible, instructional time should not be interrupted for Association business.
7. At least once per school year, the Association will provide the Superintendent and all principals with an initial list of the names of the officers of the Association, building representatives and all committee members by November 15<sup>th</sup> of each school year; and updates as needed.
8. The Association shall be provided with copies of minutes of official Committee meetings and all other materials that are distributed to the public at official meetings as soon as possible after such meetings. A copy of the official agenda of the meeting and any attached documents shall be given to the Association President(s) prior to said meeting.

## ARTICLE X



### **Sick Leave and Personal Leave**

1. All educators shall be credited with fifteen (15) days sick leave on September 1 of each school year. Such leave shall be with full pay.
2. All sick leave not used in the school year in which it was granted shall be accumulated up to a maximum of two hundred fifty (250) days.
3. Sick leave will be granted for personal or family illness or accident, medical appointments that cannot be scheduled outside work hours. No doctor's certificate shall be required for any absence of not more than five (5) consecutive school days on account of illness or accident. A doctor's certificate indicating the nature and continuance of the disability may be required beyond the sixth consecutive school day. Such certificate of fitness for service may be required as a condition of return to service.
4. Four (4) days per year will be granted as personal leave for the purpose of transacting or attending to personal, legal, business, household, or family matters which require absence during school hours. All educators are permitted to take half a personal day. Half a personal day is defined as missing less than three and a half (3 ½) hours in a work day. Personal leave may not be taken the day prior to or the day following any vacation (Thanksgiving Recess, December Vacation, February Vacation, and April Vacation), nor may three (3) personal days be taken consecutively except under special circumstances with the approval of the Superintendent. Except in the case of emergencies, notice of such leave shall be given to the principal at least twenty-four (24) hours in advance before taking such leave. The applicant for such leave need not state the reason for taking such leave other than that they/them is taking it under this paragraph.

The personal days are to be deducted from the accumulated sick leave. Days taken for personal leave beyond four (4) days per year shall result in a deduction of one one-hundred eighty-fourth (1/184) of the educator's salary for each such day.

5. The District will maintain a record of accrued or accumulated sick leave. This record will be made available through electronic means. It is the responsibility of the educator to check and verify sick leave each year and notify the Superintendent's Office of any discrepancy by November 1 of that year or the sick leave shall be considered correct.
6. A sick bank shall be established for members of the bargaining unit. The bank shall be administered by two members appointed by the School Committee and two members appointed by the Association who shall establish the bank's policies. Membership in the bank shall be voluntary however it shall be assumed that each educator will automatically donate one day per year to the Sick Bank unless the educator notifies the Superintendent to the contrary in writing by October 1 of each school year.
  - 6.1 Procedures
    - a) Upon the effective date of this agreement a voluntary sick leave bank shall be established for eligible members covered by this agreement, which includes members on an approved leave of absence at the outset of a work year who have:

- been employed at least one full year in the Scituate Public Schools

- a documented illness
  - exhausted their own accumulated sick leave and personal days
- b) At the beginning of each school year each eligible member of the professional staff covered by this agreement shall contribute one (1) day of their annual allotment of sick leave in order to fund the bank. Unused sick bank days shall be carried forward from school year to school year up to a maximum of six hundred (600) days.
- c) The sick leave bank shall be administered by a sick leave bank committee consisting of four members, two designated by the Association and two by the School Committee. The function of the sick leave bank committee shall include the determination of eligibility for use of the bank and the amount of leave to be granted. All decisions will be made by the committee as a whole. A majority vote of the sick leave bank committee shall be required for approval. In the event of a tie vote, a member may reapply with additional documentation. Once the committee has voted, the applicant and the payroll department shall be notified in writing of the outcome within three working days. Eligibility and amount shall be governed by the following criteria:
- adequate medical evidence of illness
  - prior utilization of all eligible sick leave
- d) The initial grant of sick leave by the committee shall not exceed thirty (30) days. In the event a member applies for the sick leave bank for the purposes of childbirth or adoption, the committee may grant a maximum of sixty (60) days. Request for a grant from the sick leave bank shall be made in writing to the Superintendent of Schools and the President(s) of the Scituate Teacher's Association. The committee will convene at the next regular meeting of the School Committee upon receipt of a sick leave bank request.
- e) Upon completion of the thirty (30) day period, the entitlement may be extended by the committee upon demonstration of need by the applicant.
- f) All documents, communications and records dealing with the processing of a sick leave bank request will be filed separately from the personnel files of the applicants. All correspondence will be marked confidential.
- g) If the sick leave bank is exhausted it shall be replenished by an automatic contribution of one (1) additional day from each member of the professional staff covered by this agreement.

- h) The decisions of the Sick Leave Bank Committee under this Article shall not be subject to the parties' grievance and arbitration procedure.
  - i) A member who begins the year with an approved leave of absence and does not have any accrued sick time, may apply to the Sick Leave Bank. If the request is granted, the Sick Leave Bank shall have the discretion whether to pay the days during the leave of absence or approve payment of the sick leave bank days upon the member's return to work within the same school year.
7. Any sick days taken beyond the accumulated leave available shall result in a deduction of one one-hundredth eighty-fourth (1/184) of the educator's salary for each such day.
  8. When an employee's service is terminated by retirement, resignation or death, they/them or, the estate shall be entitled to receive compensation for unused sick leave credit accumulated in excess of one hundred (100) days up to a maximum of two hundred (200) days at the District substitute rate times the number of days. This provision requires that an educator shall notify the Superintendent in writing on or before November 15th that they/them is resigning or retiring at the end of that school year or thereafter. The notification letter shall indicate a specific date of retirement or resignation. Compensation for sick leave credit shall be made to the educator on the next regular payroll following the effective date of their retirement or resignation. Educators who previously elected to take three years of longevity payments are ineligible to participate in sick leave buyback. If the member does not notify the District of their retirement until after November 15<sup>th</sup>, they will receive the sick leave buyback payment after July 1<sup>st</sup> of the following fiscal year (e.g. December 1, 2021 notice; may get benefit after July 1, 2023).
  9. Any employee who has a balance of greater than two hundred and fifty (250) days of accrued sick leave by the end of a school year, and uses five (5) or fewer combined sick days and personal days, may redeem the unused sick leave days in excess of two hundred and fifty (250) days at the current District substitute rate times the number of days. (e.g. uses 3 days, reimbursed for 12 days at substitute rate)

## **ARTICLE XI**

### **Temporary Leaves of Absence**

1. Educators will be allowed temporary leaves of absence with full pay for the following reasons:

Up to five (5) days will be granted as bereavement each time there is a death of an educator's spouse, child, parent or sibling, grandparent, grandchild, father-in-law, mother-in-law, or of a person who is a member of the educator's immediate household and in substance occupies a similar relationship to the educator or if an educator or their partner suffers a miscarriage. Up to three (3) days will be granted as bereavement each time there is a death of an educator's son-in-law, daughter-in-law, brother-in-law or sister-in-law, spouse's grandparent, aunt, uncle, niece and/or nephew.

One (1) day will be granted as bereavement if there is a death of an

educator's close family friend.

One (1) day will be granted as bereavement if an educator or their partner has a failed in vitro fertilization, other medically supervised fertility process, or surrogacy. At the sole discretion of the Superintendent, an additional one (1) to four (4) days of temporary leave, may be granted.

At the discretion of the Superintendent, an additional one (1) to five (5) days of bereavement may be granted in the case of failed adoption by an educator. At the discretion of the Superintendent and upon written application, additional temporary leave may be applied under this section.

- 1.1 Court Summons: Any educator who is subpoenaed as a witness in a civil or criminal proceeding will be granted such day or days without loss of pay.
  - 1.2 Military Leave: A maximum of ten (10) days per school year for persons called into temporary active duty of any unit of the U.S. Reserves or the State National Guard provided such obligations cannot be fulfilled on days when school is not in session. Educators will be paid the difference between their regular pay and the pay which they receive from the state or federal government.
  - 1.3 Professional Days: Up to five (5) days per year of temporary leave, if available, will be granted for such leaves as the Superintendent or their designee may approve for the purpose of attending educational conferences, professional meetings, training institutes, and for visiting schools and other activities having a demonstrable relationship to the improvement of professional skills and expertise.
  - 1.4 Religious Days: Up to two (2) days per year of temporary leave, for observance of religious holy days will be applied for those whose religious beliefs require a full day's observance. Each educator shall also be allowed additional days of leave if required for the observance of such days. Days taken beyond two (2) days per year will be deducted from the accumulated sick leave if available.
2. Penalty: Any days taken beyond the limits of the above listed categories of temporary leave shall result in a deduction of one/one hundredth eighty-fourth (1/184) of the educator's salary for each day.

3. Effective September 1, 2022 to August 31, 2023, educators may be eligible for COVID leave subject to Department of Elementary and Secondary Education Guidance and other applicable guidance from the Department of Public Health from the Association's sick leave bank without using any accrued sick leave, with the presentation of a positive PCR test. This benefit will sunset unless the parties agree to mutually extend it.

## **ARTICLE XII**

### **Extended Leaves of Absence**

1. All leaves granted under this Article shall be without pay except the leave provision in Section 1.3(a)
  - 1.1 A leave of absence of up to one (1) year may be granted to any educator with professional teacher status who is selected as a Fulbright Scholar, joins the Peace Corps or serves as an exchange educator or an overseas educator, and is a full-time participant in any such program. Upon return from such leave, an educator will be placed on the salary schedule at the level they/they would have achieved had they/they not been absent. A leave shall not be taken under this section by an educator more than once every ten (10) years. Applications for leave under this section must be filed in writing with the Superintendent not later than the March 1 before the school year in which the proposed leave is to begin. The Superintendent shall promptly advise the applicant of their decision on the granting of such leave. An educator on such leave shall notify the Superintendent in writing of their intention to return for the next school year not later than March 1, and an educator who fails to give such notice by that date need not be returned to active employment until the second school year after such notice is given.
  - 1.2 Military leave may be granted to any educator who is inducted, or is called or enlists after being notified to report for their pre-induction physical, in any branch of the armed forces of the United States. The period of such leave shall be the initial period of continuous service required by such induction. Upon return from such leave, such member will be placed on the salary schedule at the level they/they would have achieved had they/they not been absent.
  - 1.3 a. Parenting Leave:

Parenting leave to care for a newborn child or a child placed in the member's home through adoption, foster care, or court placement, as described in and as defined by M.G.L. Chapter 149, Section 105D, and the Family Medical Leave Act, which will run concurrently may be granted to an educator for a period up to twelve (12) weeks if they/they has been employed for three (3) consecutive months and gives two (2) weeks' notice prior to their departure date.

- i. Those who have accrued sick leave benefits may use these benefits under the same terms and conditions which apply to other temporary disabilities.
- ii. For any two employees of the district of the same family, one parent is eligible to use accrued sick leave under section 1.3(a)(i) above and the other parent may use up to ten (10) days of accrued sick leave, immediately following the birth or placement of the child in the member's home. The remaining period of leave granted under this section will be unpaid.

b. Child-Rearing Leave:

An educator on parenting leave may request to extend such leave which extended leave shall then be referred to as Child-Rearing leave. An educator on Child-Rearing leave shall be permitted to return the 1st or 2nd work year following the birth, adoption, or placement of the child. Such educator shall notify the Superintendent in writing by February 1 of their intent to return the following September. Under normal circumstances, in the event of a birth, adoption, or placement of a child after February 1, the educator shall notify the Superintendent in writing within eight weeks after the birth, adoption or placement of the child of their intent to return the following September. Child-Rearing leave under this section is without pay.

- 1.4 An educator whose absence, resulting from illness or accident, continues beyond the period compensated for under Article XI may be granted additional leave by the Superintendent of Schools for a period of such continuing absence, but not beyond the end of the school year in which the compensated period ends or, if such period ends after January 31, not beyond the end of the next following school year.

- 2. Any educator desiring a leave of absence described in Section 1, or a leave of absence for any other reason, or an extension of leave previously granted, shall apply in writing to the Superintendent indicating the period of proposed absence and the reasons therefore. All responses to applications for leaves or extensions shall be acted upon in writing.

- 2.1 All benefits to which an educator was entitled when their leave of absence began, including accumulated temporary leave of absence may be restored to they/them upon their return and, except as otherwise provided in Sections 1.1 and 1.2, they/them will be placed on the applicable salary schedule at the step they/them had attained when their leave began. An educator shall not, however, be entitled upon their return to benefits based upon service during the period of such leave.

- 2.2 Upon their return from a leave of absence taken pursuant to Section 1, an educator shall be assigned to the same position they/them held at the time their leave began, if practicable and consistent with the maintenance of educational standards and if they/them is qualified therefore, or otherwise to such substantially equivalent position as is so consistent and for which they/them is qualified.

3. Anything in this Agreement to the contrary notwithstanding, it is agreed that no educator granted any leave under this Article shall be deemed to be serving in the Scituate Public Schools for the purposes of General Laws, Chapter 71, Section 41, for the period of such leave.

### **ARTICLE XIII**

#### **Sabbatical Leave**

1. In the interest of rewarding professional performance and encouraging independent research, achievement, and professional growth, the Superintendent may grant sabbatical leaves as follows:
  - 1.1 No more than two (2) educators shall be on sabbatical leave at any one time.
  - 1.2 An educator who has completed seven (7) years of professional service in Scituate shall be eligible for sabbatical leave of one (1) school year at 60% salary; and an educator who has been on sabbatical leave shall not again be eligible until they/they has completed seven (7) additional years of professional service in Scituate.
  - 1.3 An educator who desires to apply for sabbatical leave shall submit a written application to the Superintendent by December 31st in such form as they/they may require.
  - 1.4 In considering an application for sabbatical leave, the Superintendent shall apply the following criteria: years of service of applicant, length of time the application has been pending, type of research or study planned, educational value of proposed research or study to Scituate, its relationship to the professional growth of applicant, the urgency of proposed research or study and past performance as evidenced by evaluation reports.
  - 1.5 The decision of the Superintendent shall be provided to the applicant in writing on or before April 1. The decision is binding and not subject to the grievance or arbitration procedures.
2. An educator accepting sabbatical leave shall enter into a written agreement with the Superintendent in accordance with Chapter 71, Section 41A of the General Laws of Massachusetts.
3. When the sabbatical leave has been completed, the educator shall submit a report of their research or study to the Superintendent in such form as the Superintendent may determine.
4. The Superintendent shall inform all educators on sabbatical leave of opportunities for advancement and promotion, and such educators shall be considered for such advancement or promotion in the same manner as those presently in service.
5. An educator granted a sabbatical leave shall have the right to return to the same position, if it is available, or to one substantially equivalent to it.
6. An educator's salary, while on sabbatical leave, shall include the current increment.

7. Prior to the granting of a sabbatical leave, the educator shall enter into a written agreement with the Committee that they/them will return to service in Scituate Public School System for a period of at least two years following said sabbatical and that, in default of completing such service, shall refund to the Committee an amount equal to such proportion of the salary received by they/them while on leave as the amount of service not actually rendered.

## **ARTICLE XIV**

### **Complaint Procedure**

The purpose of this procedure is to resolve any complaints at the lowest possible level. The following procedure will be used:

1. Any administrator and/or, department chairperson or curriculum coordinator receiving the complaint will notify the educator of the complaint within a reasonable period of time.
2. The educator shall have the opportunity to respond to any complaint received by any administrator.
3. The parties agree that an educator does not waive any legal and/or contractual rights by participating in this procedure.

## **ARTICLE XV**

### **Insurance and Annuity**

1. Educators may participate in all life insurance, accidental death and dismemberment insurance, hospital, medical, and surgical insurance benefits provided by any insurance plan adopted and maintained by the Town of Scituate pursuant to applicable statutes. The cost of such benefits shall be paid as provided in such plan. This article shall not be subject to the grievance procedure.
2. The School Committee will advocate the continuance of insurance program coverage at the current levels.
3. Members of the bargaining unit may participate in the Contributory Benefits Plan and the Dependent Care Account Plan offered by the Town of Scituate.

## **ARTICLE XVI**

### **Dues Deduction and Agency Fee**

1. The Committee agrees to certify to the Town Treasurer all payroll deductions from the salaries of educators for the payment of dues to the Scituate Teachers' Association, Inc., Plymouth County Education Association, Massachusetts Teachers' Association and the National Education Association as the educators may individually and voluntarily authorize to be deducted and to request the Treasurer to transmit the deducted dues to the Treasurer of the Scituate Teachers' Association.



2. The Committee agrees to arrange for any authorized credit union deductions.
3. The contract shall include as a condition of employment, in compliance with Chapter 150E of the General Laws of Massachusetts, an agency fee provision effective February 1, 1982. The agency fee shall be equivalent to the full annual dues less any political contribution.
4. The Association will hold the Committee harmless and indemnify the Committee for any expenses incurred in the administration and enforcement of Article XVIII including but not limited to attorney's fees and cost, but excluding incidental clerical costs, provided:
  - a) the Committee expeditiously fulfills its obligations under this Article;
  - b) the Association reserves the right to select or assign counsel of its own choice, the Committee cooperates with said counsel in the conduct of the case; and,
  - c) the Association retains full control over the conduct of the case.

## **ARTICLE XVII**

### **Professional Development, Educator Input and Educational Improvement**

1. The Professional Development Committee
  - (a) The School Committee and the Association agree to the establishment of a Professional Development Committee. This Professional Development Committee shall be composed of educators and administrators. All department chairpersons and curriculum coordinators shall be members of the Professional Development Committee. This Professional Development Committee will be co-chaired by the Superintendent of Schools or their designee and the President(s) of the Association or their designee, said Association designee shall be communicated to the Superintendent's office no later than Oct. 15<sup>th</sup>.

The purposes of the Professional Development Committee are to advise in facilitating the professional development of educators and curriculum development, to hear and review the instructional concerns of the teaching staff, and to develop a plan for focusing curriculum and instructional improvement efforts. The Professional Development Committee is not designed to serve as a replacement for either the Office of the Assistant Superintendent of Curriculum, Instruction, and Staff Development or the educators' own instructional and curriculum initiatives. The Professional Development Committee shall promote the broadest possible educator representation and involvement in the decision- making process regarding professional development, instructional planning and design.

The Professional Development Committee shall report its findings and recommendations to the Superintendent (or the Superintendent's designee), the Association and the School Committee.

- (b) As part of its responsibilities, the Professional Development Committee

shall review and make recommendations regarding instructional concerns and issues such as: instructional management systems, testing programs, pilot and experimental programs, and changes in new and existing instructional programs.

- (c) Progress reports shall be issued as the need develops. There shall also be a year-end report prepared by the Office of the Assistant Superintendent of Curriculum, Instruction, and Staff Development. Such reports shall be public documents available upon request to all educators in the system.
- 2. The Association may set up credit courses of an educational nature taught by a qualified person and paid for by the educators themselves, with advance approval of the Superintendent. The Committee shall give credits to educators who have passed such courses, and these credits shall be applied to the salary schedule with the approval of the Superintendent and the Committee.
- 3. The Committee shall pay reasonable expenses (including fees, meals, lodging and/or transportation) incurred by educators who attend workshops, seminars, conferences, or other professional improvement sessions at the request of and/or with the advance approval of the Superintendent.
- 4.
  - (a) Any system-wide, in-service program during the school year shall be structured by a committee made up of representatives of the Association and the Administration.
  - (b) On days that there is an early release in-service program, educators will be provided with a thirty minute duty-free lunch period prior to the commencement of the in-service professional development activity
- 5.
  - (a) The Committee will provide \$1,000 per year for each educator (prorated for part time educators) to an aggregate cap for the entire bargaining unit \$85,000 per year from the Professional Enhancement Fund to be used for courses, conferences, workshops, or seminars that have been approved in advance by the Assistant Superintendent. Proof of conference, workshop, or seminar attendance and payment must be submitted no later than June 30<sup>th</sup>. Proof of course completion, including an official grade report from the college or university attended and proof of payment, must be submitted no later than June 30<sup>th</sup> in the year the course is taken to be eligible for reimbursement. The availability of funds or any remaining funds as of June 30<sup>th</sup> will be distributed to those having submitted proof of completion for reimbursement prior to June 30<sup>th</sup> on a prorated basis.
  - (e) If the Superintendent requires an educator to take a course, the Committee will pay 100% of the tuition and fees. The cost for said course(s) will not be taken from the Professional Enhancement Fund provided for in section 5(a) above.
  - (f) Upon submission of proof of payment and satisfactory completion of the approved course, educators will be reimbursed for tuition in accordance with section 5(a).

## ARTICLE XVIII

### **Protection**

The Committee shall indemnify an educator in its employ for expenses of damages sustained by they/them by reason of an action or claim against they/them arising out of the negligence of such educator or other act of their resulting in accidental bodily injury to or the death of any person, or in accidental damage to or destruction of property, while acting as such educator, and may indemnify an educator in its employ for expenses or damages sustained by they/them by reason of an action or claim against they/them arising out of any other acts done by they/them while acting as such educator, provided, in either case, that after investigation it shall appear (any reasonable doubt as to this point shall be resolved in favor of the educator) to the Committee that such educator was, at the time the cause of action or claim arose, acting within the scope of their employment and provided, further, that the defense or settlement of any action or claim for which indemnification is sought under this provision shall have been made by the Town Counsel upon the request of the Committee, or if such Town Counsel fails or refuses to defend such action or claim, by an attorney employed by such educator. The Committee shall appropriate funds for this purpose in the same manner as appropriations for General School Purposes.

## ARTICLE XIX

### **Reduction in Force**

#### I. Layoff

A. When a reduction in force occurs, an educator's area of license, major and/or minor field of study, quality of teaching performance, contribution to the school system, educational need of the school system and length of service in the Scituate School System will be considered in determining which educator is laid off. In cases in which the above factors are determined to be equal, the educator whose length of permanent service in Scituate is the longest shall be retained. Paid leaves of absence shall be considered permanent service for the purpose of this paragraph.

#### B. Definitions

1. Area of competence
  - a) Licensure
  - b) Number of years of teaching/*supervisory* experience in Scituate
2. Major and/or Minor Field of Study (Graduate, Undergraduate)
  - a) Major Field of Study
  - b) Minor Field of Study
  - c) Other Courses
3. Quality of Teaching Performance - The criteria for determining a quality teaching performance under this provision shall include, as the primary factors, indicators of job performance, including overall ratings resulting from comprehensive evaluations conducted pursuant to the Scituate Educator Evaluation Process.

- C. Educators who are being laid off pursuant to this Article and who wish to have their layoff treated as a leave of absence without pay shall submit the following letter to the School Committee:

In consideration of treating my status as an unpaid, involuntary leave of absence, and without loss of tenure or recall rights, I agree to waive my rights to have a hearing, pursuant to G.L. c. 71, s42, and G.L. c. 32, s16, now and at the conclusion of my recall period. If I am dismissed, the effective date of my dismissal will be September 1, 201\_, the concluding date of my recall period, unless I have been recalled to the Scituate Public Schools during this twenty-six (26) month period.

- D. For the purpose of this article, department chairpersons and K-6 curriculum coordinators earn service based upon each year of teaching and/or any combination of teaching and service in the role of department chairperson or K-6 curriculum coordinator.

## II. Recall

- A. The Superintendent's Office shall maintain a complete list of all educators on layoff. This listing will include an educator's:
1. Seniority
  2. Areas of licensure
  3. Complete description of professional experience
  4. Name, address and telephone number. (It is the applicant's responsibility to furnish current information to the Superintendent's Office.)
- B. The recall period for any PTS educator laid off shall be twenty-six (26) months from the effective date of the layoff.

No new employee shall be hired until all qualified PTS educators on layoff have been recalled. For the purposes of this section, qualified shall be defined as holding a valid license.

1. Educators on the recall list are encouraged to notify the Superintendent's Office if they no longer wish to be considered for recall.
2. Names still listed at the end of the recall period will be dropped.
3. Individuals who refuse recall will be dropped from the list except for verified medical reasons. Medical reasons do not extend the recall period.
4. An educator on the recall list, who is offered a teaching position for less time for which they/they is on the recall list, may refuse it and still remain on the recall list for the remainder of the original recall period of time specified in the Agreement between the Scituate School Committee and Scituate Teachers' Association.

No new employee shall be hired until all qualified PTS educators on layoff have been recalled. For the purposes of this section, qualified shall be defined as holding a valid license.

5. Educators on the recall list are encouraged to notify the Superintendent's Office if they no longer wish to be considered for recall.
  6. Names still listed at the end of the recall period will be dropped.
  7. Individuals who refuse recall will be dropped from the list except for verified medical reasons. Medical reasons do not extend the recall period.
  8. An educator on the recall list, who is offered a teaching position for less time for which they/they is on the recall list, may refuse it and still remain on the recall list for the remainder of the original recall period of time specified in the Agreement between the Scituate School Committee and Scituate Teachers' Association.
- C. Educators shall be recalled in the reverse order of the effective date of the layoff to fill only those vacancies for which an educator is competent and qualified to teach.
- D. During the layoff period, an educator will be considered to be on a leave of absence without pay.
- E. In accordance with the existing policy, educators laid off shall have preference for substitute assignments in their area of competence.
- F. All benefits to which an educator was entitled at the time the layoff commenced will be restored upon recall.

- III. Seniority "Seniority" and "Length of Service" shall be defined as the length of uninterrupted service in years, months and calendar days calculated from the first day of work in the Scituate Public Schools for all educators with professional teacher status. Leaves of absence, as provided for in this Agreement, shall not be considered breaks in service; however, only those leaves for which this Agreement provides salary credit shall be counted as years, months, and calendar days for purposes of the definition. Service prior to a break in service when said break resulted from a mandatory resignation due to pregnancy shall be counted for purposes of determining an educator's seniority.

In the event that more than one educator began work on the same day, then the date of appointment by the School Committee or Superintendent will break the tie. In the event that the date of appointment for two or more educators is identical, the tie shall be resolved by a lottery. If a lottery is necessary, it will be conducted by the Superintendent or the Superintendent's designee. The Association and those educators involved will be notified of the lottery at least seven calendar days in advance and may be present at the time of the lottery.

Summer work or service beyond the number of workdays provided for in this Agreement (Article V, Section 4) shall not be counted in determining seniority.

Service as a part-time employee will be prorated for purposes of seniority. In the event of a reduction of a part-time position, a more senior part-time educator shall be offered a full-time position occupied by a less senior educator. In the event that the full-time position is not accepted, the more senior part-time educator who declined the full-time position may be reduced.

Any employee of the Scituate Public Schools who has previous service in the bargaining unit represented by the Association who falls back into the bargaining unit from an administrative or supervisory position outside of the bargaining unit shall be credited with all uninterrupted employment with the Scituate Public Schools in accordance with the definition of "seniority" in this article.

The Superintendent will prepare a seniority list for the bargaining unit which sets forth each employee's date of appointment, most recent date of uninterrupted service, and licensure codes as set forth in the educators personnel file. It is each individual educator's responsibility to keep the Superintendent informed as to the status of their own licenses. The seniority list will be presented to the President(s) of the Association on or before November 15th of each year. The Association will have 14 calendar days in which to challenge the seniority list before it is published and distributed to all employees who will then have 14 calendar days in which to challenge the list; thereafter, the list shall be deemed accurate.

## **ARTICLE XX**

### **General**

1. As to all matters covered by this Agreement, the provisions herein shall control in any case where a conflict may exist between such provisions and any policy, practice, procedure, custom, or writing of either party not incorporated in this Agreement.
2. If any provision of this Agreement, or any application of this Agreement to any educator, shall be found contrary to law, shall have effect only to the extent permitted by law, but all other provisions or applications of this Agreement shall continue in full force and effect.
3. The parties agree that each has exercised its rights to bargain for any provision it wished to be included in this Agreement; that if either has made a proposal not included herein, such proposal has been withdrawn in consideration of the making of this Agreement; and that this Agreement constitutes a complete agreement as to all matters upon which the parties have or might have bargained. Accordingly, each expressly waives any right to seek, except with the consent of the other party, to negotiate any further demand or proposal so long as this Agreement shall continue in effect. The parties further recognize and agree that as to every matter as to which a specific agreement is not set forth in the Agreement, the Committee continues to retain, whether exercised or not, the sole and unquestioned right to exercise all of the authority powers, responsibilities and rights provided by and under the laws of Massachusetts in the control, direction and management of the Scituate Public

Schools. No such exercise shall be made the subject of a grievance or arbitration proceeding under this Agreement or the subject of an unfair labor practice charge.

4. The Committee shall not take any reprisals of any kind against any educator by reason of their membership in the Association or participation in its activities.
5. Educators shall be informed of a procedure they/them shall use to report their unavailability for work.
6. Since it is in the best interest of the Scituate Public Schools to maintain clean, safe and structurally sound environments for educators to teach and for students to learn, it is important that all members of the school community help monitor the teaching/learning environment so that problems that do arise may be addressed in the most expeditious manner possible. To that end, a process is set into place as noted below:

Step 1. Any educator who believes that there is a safety or cleanliness problem in their school should write their concern down and submit it to the principal of their school.

Step 2. The principal will determine the most efficient means of resolution and either assign the duty to a custodian or direct the concern to the facilities manager within two days. The principal will report to the educator what course of action will be taken, if any.
7. School-aged children of full-time educators not residing in the Town of Scituate may attend the Scituate Public Schools with approval of the Superintendent of Schools. Educators seeking approval should submit their request no later than January 15 of the school year prior to enrolling. While every effort will be made to place the child in the elementary school where the educator works, school assignment will be based on available space and communicated to the educator no later than the last day of school. Fees and tuitions charged will be the same as for town residents and consistent with the policies of the Scituate Public Schools. Transportation to and from school will be provided by the parent.

## **ARTICLE XXI**

### **Observance**

1. During the term of this Agreement, the Association shall not cause or sponsor, and no professional employee shall cause or participate in any strike, work stoppage, or other illegal activity directed against the Committee. If the Association disclaims, in writing to the Committee, responsibility for any act prohibited hereby, it shall not be liable in any way therefore. Employees who participate in any such act may be disciplined or discharged without recourse to arbitration provided, however, that the question of their participation shall itself be subject to grievance and arbitration procedure.

2. In connection with any negotiations held for a renewal of or successor to this Agreement, said negotiations shall be conducted without threats of strikes, or any other public pressure by either party until mediation, fact-finding, and any other statutory impasse procedures have been exhausted.

## **ARTICLE XXII**

### **Reorganization**

In the event the Committee decides with good faith and thoughtful process to effectuate a reorganization of any leadership position (s) including but not limited to department chairperson(s) and/or curriculum coordinators, the following shall be applicable:

- A. The Committee and/or Superintendent shall notify the Association in writing of its intent, with regard to said reorganization, by September 15 one (1) school year prior to its implementation.
- B. The Committee shall present the proposed reorganization plan, including any new or revised job descriptions, by November 15th of the school year immediately following the letter of intent.
- C. Any new position or change in working conditions to an existing STA position, resulting from the reorganization, shall be impact bargained with the Association.

## **ARTICLE XXIII**

### **Staff Resignations & Early Retirement Incentive**

1. Resignations must be submitted in writing to the Superintendent of Schools as far in advance of the effective date as possible. Resignations during the school year require at least thirty (30) calendar days' notice. Resignations between July 1 and the first work day for educators require at least thirty (30) calendar days' notice. The Superintendent or the Superintendent's designee is authorized to accept resignations on behalf of the School Committee.

Following the acceptance of a resignation, the matter will be brought to the attention of the School Committee as an information item at the next regularly scheduled School Committee Meeting.

2. Educators retiring at the end of an academic year are respectfully requested to notify the Superintendent of Schools by November 15th of the year immediately preceding the date of retirement.
3. The Committee may offer early retirement incentives pursuant to the following conditions:
  - A. A written announcement of the retirement incentive will be sent to the President(s) of the Association and to all bargaining members who will be completing twenty (20) or more years of service at the end of the school year in which the announcement is made.



B. Eligible personnel will be given at least sixty (60) calendar days from the date of the announcement in which to submit an irrevocable written resignation to be effective without further action by the Committee upon the close of the school year.

C. No later than July 31<sup>st</sup> of the calendar year in which the resignation is effective, the Committee will pay each educator who submits a resignation the amount of money set forth in the announcement as a retirement incentive.

D. Any member of the bargaining unit who has previously given notification of retirement will also be automatically entitled to receive the benefits of the retirement incentive providing the resignation is to be effective at the end of the contractual year in which the retirement incentive is offered.

## **ARTICLE XXIV**

### **Job Sharing**

The Committee and the Association have accepted the practice of job sharing within the Scituate Public Schools. This innovative concept will allow the Town to acquire and keep the services of some of the best faculty members who are starting families of their own or who prefer to work less than full time.

Scituate has helped hone the skills of many of these potential job sharers, and it would be a waste for Scituate to lose these valuable human resources simply because we are not flexible enough to adapt to the changing work conditions of modern life.

1. For the purpose of this Agreement, job sharing will mean the occupation of a single staff position by two (2) individuals with each assignment being half-time. In order for a shared position to be approved, the two (2) individuals must complete an application for such on a form mutually agreed upon by the Committee and the Association.
2. The Committee and the Association realize that there are a number of effective models that could be used and acknowledge that the principal along with the educators involved should arrive at the best model for each situation.
3. Applications for job sharing shall be filed by the educator(s) with the Superintendent and the Association prior to February 15 of the school year preceding the effective date of job sharing. Educators shall be informed of the disposition of their job sharing application by April 15th. The educator partners shall be educators with professional status in the Scituate School Department.
4. No educator shall be involuntarily transferred in order to create job sharing positions.
5. Job sharing assignments shall be for a period of one year and shall terminate at the end of each school year.
6. When a job sharing position is terminated, the educator(s) will be assigned to the same position which they/them left prior to job sharing, if available. If that position is not available, they/them will be assigned to a substantially equivalent position.

7. When an educator is being selected for job sharing by the administration, the educator's license(s), area of competence, major and/or minor fields of study, quality of teaching performance, and the number of potential job sharing requests in the program or building shall be the criteria used. All factors being approximately equal, seniority shall prevail.
8. Teaching salary will be pro-rated at the actual amount of time the educator is assigned to work. The experience and educational step for the educator will be the same as they/they would be entitled to if employed on a full-time basis. This step will determine the base salary from which the salary fraction (50%) will be computed.
9. Sick and personal leave will be pro-rated at fifty (50%) percent.
10. Educators living beyond the boundaries of the Town of Scituate must be teaching on a full-time basis in order to be eligible to have their children educated within the Scituate Public Schools consistent with School Committee policy. Children of out-of-town staff who are job sharing as of the effective date of this Agreement shall be grandfathered and shall not be subject to this provision. Children of out-of-town staff who are job sharing as of the effective date of this Agreement whose positions are reduced from full to part-time status as a result of a reduction-in-force, shall be grandfathered for a period of one (1) school year beyond the effective date applicable to their part-time status, e.g. the effective date of this Agreement or the effective date of their reduction-in-force.
11. In the event of a grievance regarding the interpretation and/or application of this Article or the Superintendent's decision of whether or not to approve a job sharing proposal, said grievance will not be subject to Levels Three and Four of Article II - Grievance Procedure of this Agreement and the Superintendent's decision shall be final and not subject to any further review.

## **ARTICLE XXV**

### **Duration**

1. The provisions of this Agreement shall be in full force and effect as of September 1, 2022, and continue in full force and effect until August 31, 2025.
2. On or after December 15, 2024, the Committee, and the Association, or either of them, may, by giving written notice to the other, institute negotiations for a renewal of this Agreement or for a successor Agreement. Such notice shall specify those matters as to which negotiations are desired.
3. The receipt of any such written notice shall be acknowledged in writing by the party to this Agreement receiving such notice within ten (10) school days of its receipt. Negotiations concerning the subject matter referred to in any such notice shall commence at a mutually agreed upon date. The Parties will commence negotiations not later than thirty (30) calendar days from the date of the acknowledgment in writing of such notice.

## ARTICLE XXVI

### **Grievance Procedure**

#### A. Definitions

- 1.) A grievance is defined as a complaint by any employee or employees covered by this Agreement that, as to the complainant, there has been a violation, misinterpretation, or inequitable application of any provision or provisions of this Agreement.
- 2.) A party in interest is the person or persons making the claim and any person who might be required to take action or against whom action might be taken to resolve the claim.

#### B. Purpose

- 1.) The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems that may, from time to time, arise under this Agreement affecting the working conditions of educators. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- 2.) Nothing herein contained shall be construed as limiting the right of any educator having a grievance to discuss the matter informally with any appropriate member of the administration, and to have the grievance adjusted on such a basis without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement. At the option of the educator, the Association shall be given the opportunity to be present at the final adjustment and to state its view. It is understood that only by the procedure spelled out in Section C below may a party proceed to Level Four Arbitration.

#### C. Procedure since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified, however, may be extended by mutual agreement.

In the event a grievance is filed on or after June 2nd, if left unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as practicable.

- 1.) LEVEL ONE - An educator with a grievance shall first discuss it with their principal or immediate supervisor within fourteen (14) days of the events which gave rise to the grievance or the grievant's first knowledge thereof in an effort to informally resolve the matter. The aggrieved educator may have a member of the Association's Professional Rights and Responsibilities Committee, the " P.R. & R. Committee", with they/them during the discussion.

- 2.) LEVEL TWO - If not disposed of to the educator's satisfaction at Level One, a written statement of the grievance shall be presented to the Superintendent of Schools within fourteen (14) days following the Level One meeting. There shall be a meeting within seven days with the Superintendent, the grievant, and a representative of the P.R. & R. Committee. The Superintendent will issue a decision and the reasons therefore, in writing, within seven days of the meeting, provided that the School Committee will not be limited to said reasons if the grievance is advanced to arbitration.
- 3.) LEVEL THREE - If the grievance is not disposed of to the grievant's satisfaction, the grievant and/or the Association will have fourteen (14) days in which to decide whether or not to proceed to Level III School Committee meeting.

Every grievance advanced to level will be heard, unless within the same 14-day period, the Association and the Superintendent mutually agree in writing to waive a meeting at Level III.

If the Association so requests, the grievance will be placed on the next School Committee agenda and the Committee will have fourteen (14) days thereafter to respond.

If no meeting occurs at Level III, the Association may advance the grievance to Level IV by filing a "Demand Arbitration" with the Committee and the American Arbitration Association within fourteen (14) days.

While the "Demand for Arbitration" is pending, the Association or the Committee may request that the parties participate in the "Grievance Mediation Service" offered by the Board of Conciliation and Arbitration. If both parties agree, the requesting party will take responsibility for contacting the Board and setting up mediation.

- 4.) LEVEL FOUR - If, following the meeting with the Committee, the grievance has not been disposed of to the satisfaction of the P.R. & R. Committee of the Association and if the grievance shall involve the interpretation or application of any provision of this Agreement, the Association, by giving written notice to the Committee within fourteen (14) days, may present the grievance for arbitration. Within fourteen (14) days after receipt of the submission to arbitration, the Committee and the Association will agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party from which an arbitrator shall be selected. The parties will be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator and the arbitrator shall proceed under such rules.

The arbitrator so selected shall confer with representatives of the Committee and the P.R. & R. Committee and hold hearings (which by agreement of both parties may be public but shall otherwise be closed) promptly, and they/them shall issue their decision not later than thirty (30) days from the date of the close of the

hearings or, if oral hearings have been waived, then from the date the final statements and briefs were submitted to they/them. The arbitrator's decision shall be in writing and shall set forth their findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision that requires the commission of an act prohibited by law or that violates or would add to, detract from, or modify the terms of this Agreement. The decision of the arbitrator shall be submitted to the Committee and to the Association and, subject to law and the limits of their jurisdiction, shall be final and binding, provided that the arbitrator shall not usurp the functions of the Committee or the proper exercise of its judgment and discretion under law and this Agreement.

The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, shall be borne equally by the Committee and the Association.

D. Rights of Educators to Representation

- 1.) No reprisals of any kind shall be taken by the Committee, by any member of the administration, or by the Association against any party in interest, any school representative, any member of the P.R. & R. Committee, or any other participant in the grievance procedure by reason of such participation.
- 2.) Any party in interest may be represented at all stages of the grievance procedure by a person of their own choosing, except that they/them may not be represented by a representative or any officer of any educator organization other than the Scituate Teachers' Association, Inc., Massachusetts Teachers' Association, or National Education Association. Whether or not an educator elects to be represented by the Association (which shall include any of the aforementioned associations), the Association shall have a representative present at all stages of the grievance procedure beyond Level One and shall have the right to state its views at all stages, including Level One.

E. Miscellaneous

- 1.) If a grievance affects a group or class of educators and its resolution is beyond the authority of the principal or immediate supervisor it shall be presented at Level II within fourteen (14) days of the occurrence of the grievance.
- 2.) Decisions rendered at Levels Two and Three of the grievance procedure shall be in writing, shall set forth the decision and the reasons therefore, and shall be transmitted promptly to all parties in interest, the Chairperson of the P.R. & R. Committee, and the Committee.
- 3.) Unless requested to do otherwise by the aggrieved person, any documents, communications and records dealing with the processing of a grievance shall be kept in strictest confidence and, except as may be otherwise required under applicable law, shall not be made available to potential employers or others inquiring about such person.
- 4.) A form for processing grievances shall be jointly prepared by the Superintendent and the Association and given appropriate distribution to facilitate operation of the grievance procedure.

- 5.) Time for meetings to discuss grievances shall be scheduled outside of the school day unless, in the judgment of the Principal or Supervisor at Level One, the Superintendent at Level Two, or the Committee at Level Three, a meeting during the school day is desirable to facilitate the introduction of appropriate information. Attendance by educators and Association representatives at grievance meetings held during the school day shall constitute authorized absence without loss of pay.
- 6.) All grievances shall be processed within the provisions of the Agreement in effect when the grievance first arose.
- 7.) All time limits set forth in this Article may be extended by a written agreement between the Superintendent and the President(s) of the Association.

#### **Joint Committees**

- A. The parties will establish a joint committee to review the current stipend structure for Appendix B, and Leadership Stipends Appendix C, Extracurricular Activities/Summer Schools/Summer Services including considering data from comparable communities and submit a recommendation to the STA President(s) and Superintendent on or before January 15, 2023.

#### **Joint Labor Management Subcommittee**

- A. The parties agree to convene a joint labor management subcommittee consisting of Early Childhood Center (ECC) staff and administrators to study the current schedule at the ECC during the 2022-2023 school year for changes to be implemented for the 2023-2024 school year. The study will focus on compliance with applicable staffing regulations, and may result in staff servicing students every weekday. This subcommittee shall issue its recommendations to the Superintendent and Association President(s) by no later than November 15, 2022. The parties shall bargain in good faith to resolution or impasse in accordance with M.G.L. c.150E.

**APPENDIX A-I**  
**SCITUATE EDUCATORS SALARY**  
**SCHEDULE**

**Effective September 1, 2022**

<b>FY2023</b>	<b>B</b>	<b>M/B+36</b>	<b>M+15</b>	<b>CAGS/M+30</b>	<b>M+45</b>	<b>M+60</b>	<b>DOC</b>
<b>1</b>	\$53,549	\$58,268	\$60,579	\$62,889	\$65,346	\$66,251	\$67,155
<b>2</b>	\$56,309	\$61,343	\$63,814	\$66,285	\$68,764	\$69,685	\$70,603
<b>3</b>	\$59,070	\$64,417	\$67,049	\$69,680	\$72,184	\$73,118	\$74,052
<b>4</b>	\$61,829	\$67,492	\$70,285	\$73,075	\$75,603	\$76,553	\$77,500
<b>5</b>	\$64,589	\$70,566	\$73,519	\$76,472	\$79,022	\$79,987	\$80,949
<b>6</b>	\$67,350	\$73,641	\$76,755	\$79,868	\$82,442	\$83,421	\$84,399
<b>7</b>	\$70,110	\$76,716	\$79,990	\$83,263	\$85,861	\$86,854	\$87,848
<b>8</b>	\$72,871	\$79,790	\$83,225	\$86,660	\$89,280	\$90,289	\$91,297
<b>9</b>	\$75,632	\$82,865	\$86,460	\$90,055	\$92,698	\$93,723	\$94,745
<b>10</b>	\$78,391	\$85,938	\$89,695	\$93,451	\$96,117	\$97,157	\$98,194
<b>11</b>	\$81,151	\$89,013	\$92,931	\$96,847	\$99,537	\$100,589	\$101,642
<b>12</b>	\$83,912	\$92,088	\$96,166	\$100,243	\$102,956	\$104,023	\$105,091
<b>13</b>	\$86,672	\$95,162	\$99,400	\$103,639	\$106,376	\$107,458	\$108,541
<b>14</b>	\$90,542	\$99,456	\$103,909	\$108,362	\$111,156	\$112,268	\$113,378
<b>20</b>	\$91,929	\$100,843	\$105,296	\$109,749	\$112,543	\$113,655	\$114,766

**Effective September 1, 2023**

<b>FY2024</b>	<b>B</b>	<b>M/B+36</b>	<b>M+15</b>	<b>CAGS/M+30</b>	<b>M+45</b>	<b>M+60</b>	<b>DOC</b>
<b>1</b>	\$55,155	\$60,016	\$62,396	\$64,776	\$67,306	\$68,239	\$69,170
<b>2</b>	\$57,998	\$63,183	\$65,728	\$68,274	\$70,827	\$71,776	\$72,721
<b>3</b>	\$60,842	\$66,350	\$69,060	\$71,770	\$74,350	\$75,312	\$76,274
<b>4</b>	\$63,684	\$69,517	\$72,394	\$75,267	\$77,871	\$78,850	\$79,825
<b>5</b>	\$66,527	\$72,683	\$75,725	\$78,766	\$81,393	\$82,387	\$83,377
<b>6</b>	\$69,371	\$75,850	\$79,058	\$82,264	\$84,915	\$85,924	\$86,931
<b>7</b>	\$72,213	\$79,017	\$82,390	\$85,761	\$88,437	\$89,460	\$90,483
<b>8</b>	\$75,057	\$82,184	\$85,722	\$89,260	\$91,958	\$92,998	\$94,036
<b>9</b>	\$77,901	\$85,351	\$89,054	\$92,757	\$95,479	\$96,535	\$97,587
<b>10</b>	\$80,743	\$88,516	\$92,386	\$96,255	\$99,001	\$100,072	\$101,140
<b>11</b>	\$83,586	\$91,683	\$95,719	\$99,752	\$102,523	\$103,607	\$104,691
<b>12</b>	\$86,429	\$94,851	\$99,051	\$103,250	\$106,045	\$107,144	\$108,244
<b>13</b>	\$89,272	\$98,017	\$102,382	\$106,748	\$109,567	\$110,682	\$111,797
<b>14</b>	\$93,258	\$102,440	\$107,026	\$111,613	\$114,491	\$115,636	\$116,779
<b>20</b>	\$94,687	\$103,868	\$108,455	\$113,041	\$115,919	\$117,065	\$118,209

**Effective September 1, 2024**

<b>FY2025</b>	<b>B</b>	<b>M/B+36</b>	<b>M+15</b>	<b>CAGS/M+30</b>	<b>M+45</b>	<b>M+60</b>	<b>DOC</b>
<b>1</b>	\$56,258	\$61,216	\$63,644	\$66,072	\$68,652	\$69,604	\$70,553
<b>2</b>	\$59,158	\$64,447	\$67,043	\$69,639	\$72,244	\$73,212	\$74,175
<b>3</b>	\$62,059	\$67,677	\$70,441	\$73,205	\$75,837	\$76,818	\$77,799
<b>4</b>	\$64,958	\$70,907	\$73,842	\$76,772	\$79,428	\$80,427	\$81,422
<b>5</b>	\$67,858	\$74,137	\$77,240	\$80,341	\$83,021	\$84,035	\$85,045
<b>6</b>	\$70,758	\$77,367	\$80,639	\$83,909	\$86,613	\$87,642	\$88,670
<b>7</b>	\$73,657	\$80,597	\$84,038	\$87,476	\$90,206	\$91,249	\$92,293
<b>8</b>	\$76,558	\$83,828	\$87,436	\$91,045	\$93,797	\$94,858	\$95,917
<b>9</b>	\$79,459	\$87,058	\$90,835	\$94,612	\$97,389	\$98,466	\$99,539
<b>10</b>	\$82,358	\$90,286	\$94,234	\$98,180	\$100,981	\$102,073	\$103,163
<b>11</b>	\$85,258	\$93,517	\$97,633	\$101,747	\$104,573	\$105,679	\$106,785
<b>12</b>	\$88,158	\$96,748	\$101,032	\$105,315	\$108,166	\$109,287	\$110,409
<b>13</b>	\$91,057	\$99,977	\$104,430	\$108,883	\$111,758	\$112,896	\$114,033
<b>14</b>	\$95,123	\$104,489	\$109,167	\$113,845	\$116,781	\$117,949	\$119,115
<b>20</b>	\$96,581	\$105,945	\$110,624	\$115,302	\$118,237	\$119,406	\$120,573

Step 20: Attainment of Step 20 requires twenty years of documented public school teaching service, with a minimum of fifteen years employed by the Scituate Public Schools.



**APPENDIX B**  
**LEADERSHIP STIPENDS**

The amounts set forth below will be paid to the individual(s) holding the named positions. It is understood and agreed that the Superintendent may choose not to fill any position listed in this Appendix for any school year.

	<b>2021-2022</b>	<b>2022-2023</b>	<b>2023-2024</b>	<b>2024-2025</b>
PK-8 Instructional Leadership (per person)	\$ 553	\$ 567	TBD	TBD
Mentors (per person)	\$ 1,121	\$ 1,149	TBD	TBD
Mentor Coordinator	\$ 2,802	\$ 2,872	TBD	TBD
Academic Advisor Coordinator	\$ 2,179	\$ 2,233	TBD	TBD
Program Specialists	\$ 2,742	\$ 2,811	TBD	TBD
Nurse Leader*	\$ 5,105	\$ 5,233	TBD	TBD
Early Childhood Coordinator**	\$ 5,105	\$ 5,233	TBD	TBD
Athletic Director***	\$ 24,228	\$ 24,834	TBD	TBD
Summer Nurse Coordinator	\$ 2,957	\$ 3,031	TBD	TBD

\* The Nurse Leader shall be a 1.0 district-wide administrative position based at the high school.

\*\* If the Early Childhood Coordinator is assigned as a 0.5 FTE E.C.C. educator and 0.5 FTE Coordinator. The E.C.C. Coordinator/educator position shall be a 1.0 position combined and will receive a salary according to Appendix A, plus the leadership stipend. If the E.C.C. Coordinator is not assigned as an educator, the position will be 0.5 FTE coordinator only and will receive a pro-rated salary according to Appendix A, plus the leadership stipend.

\*\*\* If the Athletic Director is an educator, then said educator will work a 0.6 educator workload, will be paid full educator salary compensation, and will receive the additional Athletic Director stipend.

**APPENDIX C**

**EXTRACURRICULAR ACTIVITIES/SUMMER SCHOOL/SUMMER  
SERVICES SALARY SCHEDULE**

<b>Elementary</b>	<b>2021-2022</b>	<b>2022-2023</b>	<b>2023-2024</b>	<b>2024-2025</b>
Extracurricular Activities*	\$ 14,677	\$ 15,044	TBD	TBD

\*These funds will be divided equally among the four Elementary Principals and may be used by each Elementary Principal to promote the establishment of extracurricular activities.

All work outside of the contract including loss of preparation period due class coverage, not specified in any of the appendixes shall be compensated at the hourly rate as follows:

	<b>2021-2022</b>	<b>2022-2023</b>	<b>2023-2024</b>	<b>2024-2025</b>
<b>Hourly Rate</b>	\$ 36.96	\$ 37.88	TBD	TBD

<b>Gates Middle School</b>	<b>2021-2022</b>	<b>2022-2023</b>	<b>2023-2024</b>	<b>2024-2025</b>
Outdoor Ed Chaperone per overnight stay	\$ 166	\$ 170	TBD	TBD
Outdoor Ed Coordinator	\$ 751	\$ 769	TBD	TBD
Outdoor Ed Coordinator	\$ 751	\$ 769	TBD	TBD
Outdoor Ed Coordinator	\$ 751	\$ 769	TBD	TBD
Outdoor Ed Coordinator	\$ 751	\$ 769	TBD	TBD
National Junior Honor Society	\$ 638	\$ 654	TBD	TBD
7/8 Band	\$ 1,277	\$ 1,309	TBD	TBD
7/8 Chorus	\$ 1,277	\$ 1,309	TBD	TBD
Art Club	\$ 1,277	\$ 1,309	TBD	TBD
Technology/Multimedia Club	\$ 1,277	\$ 1,309	TBD	TBD
Environmental Club	\$ 1,277	\$ 1,309	TBD	TBD
Student Council	\$ 2,082	\$ 2,134	TBD	TBD
Yearbook	\$ 2,082	\$ 2,134	TBD	TBD
Drama Club	\$ 3,043	\$ 3,119	TBD	TBD
Web Page Design	\$ 1,277	\$ 1,309	TBD	TBD
Chess Club	\$ 1,277	\$ 1,309	TBD	TBD
Assistant Drama Coach	\$ 2,280	\$ 2,337	TBD	TBD
Drama Music Coordinator	\$ 638	\$ 654	TBD	TBD
Drama Choreographer( 1production)	\$ 1,277	\$ 1,309	TBD	TBD
6 <sup>th</sup> grade Jazz Band	\$ 1,706	\$ 1,749	TBD	TBD
7/8 Jazz Band	\$ 1,706	\$ 1,749	TBD	TBD
Jazz Choir	\$ 1,277	\$ 1,309	TBD	TBD
Promotion of Extracurricular Activities*	\$ 4,526	\$ 4,639	TBD	TBD
Intramurals	\$ 996	\$ 1,021	TBD	TBD

Intramurals	\$ 996	\$ 1,021	TBD	TBD
Intramurals	\$ 996	\$ 1,021	TBD	TBD
Intramurals	\$ 996	\$ 1,021	TBD	TBD
Intramurals	\$ 996	\$ 1,021	TBD	TBD
Intramurals	\$ 996	\$ 1,021	TBD	TBD

\*These funds may be used by the Gates Principal to promote the establishment of extracurricular activities.

High School	2021-2022	2022-2023	2023-2024	2024-2025
Academic Advisories	\$ 2,178	\$ 2,233	TBD	TBD
Amnesty International	\$ 1,990	\$ 2,039	TBD	TBD
Anime Club	\$ 1,970	\$ 2,019	TBD	TBD
Anti-Defamation League	\$ 1,990	\$ 2,039	TBD	TBD
Art Club	\$ 2,049	\$ 2,101	TBD	TBD
Asst Drama (1) Production	\$ 2,950	\$ 3,024	TBD	TBD
Asst Drama (2 <sup>nd</sup> ) Production	\$ 2,950	\$ 3,024	TBD	TBD
Best Buddies	\$ 1,990	\$ 2,039	TBD	TBD
Community Service Club	\$ 2,178	\$ 2,233	TBD	TBD
Concert Chorus	\$ 1,260	\$ 1,292	TBD	TBD
Debate Advisor	\$ 2,244	\$ 2,300	TBD	TBD
DECA and Shipyard Advisor	\$ 3,317	\$ 3,400	TBD	TBD
Drama (2 <sup>nd</sup> ) Production	\$ 3,933	\$ 4,032	TBD	TBD
Drama 1 Production	\$ 3,933	\$ 4,032	TBD	TBD
Drama Choreographer	\$ 1,253	\$ 1,285	TBD	TBD
Environmental Club	\$ 1,281	\$ 1,313	TBD	TBD
Fathom Literary Advisor	\$ 1,970	\$ 2,019	TBD	TBD
French Exchange	\$ 1,253	\$ 1,285	TBD	TBD
Freshman Class Advisor	\$ 1,922	\$ 1,970	TBD	TBD
Freshman Class Advisor	\$ 1,922	\$ 1,970	TBD	TBD
Gay/Straight Alliance	\$ 1,990	\$ 2,039	TBD	TBD
International Club	\$ 2,245	\$ 2,301	TBD	TBD
Jazz Band	\$ 2,244	\$ 2,300	TBD	TBD
Jazz Choir	\$ 2,244	\$ 2,300	TBD	TBD
Junior Class Advisor	\$ 3,359	\$ 3,443	TBD	TBD
Junior Class Advisor	\$ 3,359	\$ 3,443	TBD	TBD
Math Club	\$ 2,244	\$ 2,300	TBD	TBD
Model United Nations	\$ 1,990	\$ 2,039	TBD	TBD
Musical Director	\$ 1,253	\$ 1,285	TBD	TBD
NHS/Peer Tutoring	\$ 2,049	\$ 2,101	TBD	TBD
Peer Leaders	\$ 2,049	\$ 2,101	TBD	TBD

Pep/Parade Band	\$ 1,260	\$ 1,292	TBD	TBD
Robotics Club	\$ 2,049	\$ 2,101	TBD	TBD
S.A.D.D.	\$ 2,049	\$ 2,101	TBD	TBD
Scituation Advisor	\$ 5,188	\$ 5,318	TBD	TBD
Senior Class Advisor	\$ 3,359	\$ 3,443	TBD	TBD
Senior Class Advisor	\$ 3,359	\$ 3,443	TBD	TBD
Sophomore Class Advisor	\$ 1,922	\$ 1,970	TBD	TBD
Sophomore Class Advisor	\$ 1,922	\$ 1,970	TBD	TBD
Spanish Exchange	\$ 1,253	\$ 1,285	TBD	TBD
Student Council	\$ 2,244	\$ 2,300	TBD	TBD
Symphonic Band	\$ 1,260	\$ 1,292	TBD	TBD
Yearbook Advisor	\$ 5,188	\$ 5,318	TBD	TBD
Yearbook Business Manager	\$ 3,845	\$ 3,941	TBD	TBD

## APPENDIX D: ATHLETICS

	2022-23				2023-24				2024-25		
APPENDIX D: ATHLETICS	STEP 1	STEP 2	STEP 3		STEP 1	STEP 2	STEP 3		STEP 1	STEP 2	STEP 3
<b>Fall</b>											
Football Head Coach	\$7,263.25	\$8,819.66	\$ 10,376.08		\$7,481.15	\$9,084.25	\$10,687.36		\$7,630.77	\$9,265.94	\$10,901.10
Football Varsity Assistant	\$4,213.16	\$5,115.98	\$ 6,018.80		\$4,339.55	\$5,269.46	\$ 6,199.36		\$4,426.35	\$5,374.85	\$ 6,323.35
Football JV / Assistant Coach	\$3,661.40	\$4,445.99	\$ 5,230.58		\$3,771.24	\$4,579.37	\$ 5,387.49		\$3,846.67	\$4,670.96	\$ 5,495.24
Football Freshman	\$2,951.80	\$3,584.32	\$ 4,216.85		\$3,040.35	\$3,691.85	\$ 4,343.36		\$3,101.16	\$3,765.69	\$ 4,430.22
Volleyball Head Coach	\$4,429.85	\$5,379.10	\$ 6,328.35		\$4,562.74	\$5,540.47	\$ 6,518.20		\$4,654.00	\$5,651.28	\$ 6,648.56
Volleyball JV / Assistant Coach	\$2,951.80	\$3,584.32	\$ 4,216.85		\$3,040.35	\$3,691.85	\$ 4,343.36		\$3,101.16	\$3,765.69	\$ 4,430.22
Volleyball Freshman	\$2,951.80	\$3,584.32	\$ 4,216.85		\$3,040.35	\$3,691.85	\$ 4,343.36		\$3,101.16	\$3,765.69	\$ 4,430.22
Cheerleading Head Coach	\$3,572.10	\$4,337.55	\$ 5,103.00		\$3,679.26	\$4,467.68	\$ 5,256.09		\$3,752.85	\$4,557.03	\$ 5,361.21
<del>Cheerleading Asst</del>											
X-Country Head Girls	\$4,429.85	\$5,379.10	\$ 6,328.35		\$4,562.74	\$5,540.47	\$ 6,518.20		\$4,654.00	\$5,651.28	\$ 6,648.56
X-Country Head Boys	\$4,429.85	\$5,379.10	\$ 6,328.35		\$4,562.74	\$5,540.47	\$ 6,518.20		\$4,654.00	\$5,651.28	\$ 6,648.56
X-country Coed Assistant	\$2,951.80	\$3,584.32	\$ 4,216.85		\$3,040.35	\$3,691.85	\$ 4,343.36		\$3,101.16	\$3,765.69	\$ 4,430.22
Soccer Boys Head Coach	\$4,429.85	\$5,379.10	\$ 6,328.35		\$4,562.74	\$5,540.47	\$ 6,518.20		\$4,654.00	\$5,651.28	\$ 6,648.56
Soccer JV /Assistant Coach	\$2,951.80	\$3,584.32	\$ 4,216.85		\$3,040.35	\$3,691.85	\$ 4,343.36		\$3,101.16	\$3,765.69	\$ 4,430.22
Soccer Freshman	\$2,951.80	\$3,584.32	\$ 4,216.85		\$3,040.35	\$3,691.85	\$ 4,343.36		\$3,101.16	\$3,765.69	\$ 4,430.22
Soccer Girls Head Coach	\$4,429.85	\$5,379.10	\$ 6,328.35		\$4,562.74	\$5,540.47	\$ 6,518.20		\$4,654.00	\$5,651.28	\$ 6,648.56
Soccer JV /Assistant Coach	\$2,951.80	\$3,584.32	\$ 4,216.85		\$3,040.35	\$3,691.85	\$ 4,343.36		\$3,101.16	\$3,765.69	\$ 4,430.22
Soccer Freshman	\$2,951.80	\$3,584.32	\$ 4,216.85		\$3,040.35	\$3,691.85	\$ 4,343.36		\$3,101.16	\$3,765.69	\$ 4,430.22
Field Hockey Head Coach	\$4,429.85	\$5,379.10	\$ 6,328.35		\$4,562.74	\$5,540.47	\$ 6,518.20		\$4,654.00	\$5,651.28	\$ 6,648.56
Field Hockey JV /Assistant Coach	\$2,951.80	\$3,584.32	\$ 4,216.85		\$3,040.35	\$3,691.85	\$ 4,343.36		\$3,101.16	\$3,765.69	\$ 4,430.22
Field Hockey Freshman	\$2,951.80	\$3,584.32	\$ 4,216.85		\$3,040.35	\$3,691.85	\$ 4,343.36		\$3,101.16	\$3,765.69	\$ 4,430.22
Golf Head Coach	\$2,951.80	\$3,584.32	\$ 4,216.85		\$3,040.35	\$3,691.85	\$ 4,343.36		\$3,101.16	\$3,765.69	\$ 4,430.22
<b>Golf JV</b> /Assistant Coach	\$1,549.80	\$1,881.90	\$ 2,214.00		\$1,596.29	\$1,938.36	\$ 2,280.42		\$1,628.22	\$1,977.12	\$ 2,326.03
Colby Cutler Center Supervisor	\$1,377.60	\$1,672.80	\$ 1,968.00		\$1,418.93	\$1,722.98	\$ 2,027.04		\$1,447.31	\$1,757.44	\$ 2,067.58
<del>Faculty Manager</del>											
<del>Intramurals HS</del>											

	2022-23				2023-24				2024-25		
Winter	STEP 1	STEP 2	STEP 3		STEP 1	STEP 2	STEP 3		STEP 1	STEP 2	STEP 3
Basketball Boys Head Coach	\$5,865.56	\$7,122.47	\$ 8,379.38		\$6,041.53	\$7,336.14	\$ 8,630.76		\$6,162.36	\$7,482.87	\$ 8,803.37
Basketball JV / Assistant Coach	\$3,661.40	\$4,445.99	\$ 5,230.58		\$3,771.24	\$4,579.37	\$ 5,387.49		\$3,846.67	\$4,670.96	\$ 5,495.24
Basketball Freshman	\$3,661.40	\$4,445.99	\$ 5,230.58		\$3,771.24	\$4,579.37	\$ 5,387.49		\$3,846.67	\$4,670.96	\$ 5,495.24
Basketball Girls Head Coach	\$5,865.56	\$7,122.47	\$ 8,379.38		\$6,041.53	\$7,336.14	\$ 8,630.76		\$6,162.36	\$7,482.87	\$ 8,803.37
Basketball JV /Assistant Coach	\$3,661.40	\$4,445.99	\$ 5,230.58		\$3,771.24	\$4,579.37	\$ 5,387.49		\$3,846.67	\$4,670.96	\$ 5,495.24
Basketball Freshman	\$3,661.40	\$4,445.99	\$ 5,230.58		\$3,771.24	\$4,579.37	\$ 5,387.49		\$3,846.67	\$4,670.96	\$ 5,495.24
Cheerleading Head Coach	\$3,572.10	\$4,337.55	\$ 5,103.00		\$3,679.26	\$4,467.68	\$ 5,256.09		\$3,752.85	\$4,557.03	\$ 5,361.21
<del>Cheerleading Asst</del>											
Ice Hockey Boys Head Coach	\$5,865.56	\$7,122.47	\$ 8,379.38		\$6,041.53	\$7,336.14	\$ 8,630.76		\$6,162.36	\$7,482.87	\$ 8,803.37
Ice Hockey Boys JV /Assistant Coach	\$3,661.40	\$4,445.99	\$ 5,230.58		\$3,771.24	\$4,579.37	\$ 5,387.49		\$3,846.67	\$4,670.96	\$ 5,495.24
Ice Hockey Girls Head Coach	\$5,864.85	\$7,121.60	\$ 8,378.35		\$6,040.79	\$7,335.25	\$ 8,629.70		\$6,161.61	\$7,481.95	\$ 8,802.29
Ice Hockey Girls JV /Assistant Coach	\$3,661.40	\$4,445.99	\$ 5,230.58		\$3,771.24	\$4,579.37	\$ 5,387.49		\$3,846.67	\$4,670.96	\$ 5,495.24
Winter Track Girls Head Coach	\$4,429.85	\$5,379.10	\$ 6,328.35		\$4,562.74	\$5,540.47	\$ 6,518.20		\$4,654.00	\$5,651.28	\$ 6,648.56
Winter Track Boys Head Coach	\$4,429.85	\$5,379.10	\$ 6,328.35		\$4,562.74	\$5,540.47	\$ 6,518.20		\$4,654.00	\$5,651.28	\$ 6,648.56
Winter Track Assistant Coach	\$2,886.50	\$3,505.04	\$ 4,123.58		\$2,973.10	\$3,610.19	\$ 4,247.28		\$3,032.56	\$3,682.39	\$ 4,332.23
Wrestling Head Coach	\$4,429.85	\$5,379.10	\$ 6,328.35		\$4,562.74	\$5,540.47	\$ 6,518.20		\$4,654.00	\$5,651.28	\$ 6,648.56
Wrestling JV /Assistant Coach	\$2,951.80	\$3,584.32	\$ 4,216.85		\$3,040.35	\$3,691.85	\$ 4,343.36		\$3,101.16	\$3,765.69	\$ 4,430.22
Gymnastics Head Coach	\$2,951.80	\$3,584.32	\$ 4,216.85		\$3,040.35	\$3,691.85	\$ 4,343.36		\$3,101.16	\$3,765.69	\$ 4,430.22
Gymnastics Assistant Coach	\$1,584.24	\$1,923.72	\$ 2,263.20		\$1,631.77	\$1,981.43	\$ 2,331.10		\$1,664.40	\$2,021.06	\$ 2,377.72
Skiing Head Coach	\$2,951.80	\$3,584.32	\$ 4,216.85		\$3,040.35	\$3,691.85	\$ 4,343.36		\$3,101.16	\$3,765.69	\$ 4,430.22
Swimming <b>Swimming Boys Head Coach</b>	\$4,321.80	\$5,247.90	\$ 6,174.00		\$4,451.45	\$5,405.34	\$ 6,359.22		\$4,540.48	\$5,513.44	\$ 6,486.40
Swimming Asst. <b>Swimming Girls Head Co</b>	\$4,321.80	\$5,247.90	\$ 6,174.00		\$4,451.45	\$5,405.34	\$ 6,359.22		\$4,540.48	\$5,513.44	\$ 6,486.40
<b>Diving Coach</b>	\$1,512.00	\$1,836.00	\$ 2,160.00		\$1,557.36	\$1,891.08	\$ 2,224.80		\$1,588.51	\$1,928.90	\$ 2,269.30
Colby Cutler Center Supervisor	\$ 984.41	\$1,195.36	\$ 1,406.30		\$1,013.94	\$1,231.22	\$ 1,448.49		\$1,034.22	\$1,255.84	\$ 1,477.46
<del>Faculty Manager</del>											

	2022-23				2023-24				2024-25		
<b>Spring</b>	STEP 1	STEP 2	STEP 3		STEP 1	STEP 2	STEP 3		STEP 1	STEP 2	STEP 3
Baseball Head Coach	\$4,429.85	\$5,379.10	\$ 6,328.35		\$4,562.74	\$5,540.47	\$ 6,518.20		\$4,654.00	\$6,648.56	\$ 7,821.84
Baseball JV / Assistant Coach	\$2,952.51	\$3,585.19	\$ 4,217.88		\$3,041.09	\$3,692.75	\$ 4,344.41		\$3,101.91	\$4,431.30	\$ 5,213.29
Baseball Freshman	\$2,952.51	\$3,585.19	\$ 4,217.88		\$3,041.09	\$3,692.75	\$ 4,344.41		\$3,101.91	\$4,431.30	\$ 5,213.29
Softball Head Coach	\$4,429.85	\$5,379.10	\$ 6,328.35		\$4,562.74	\$5,540.47	\$ 6,518.20		\$4,654.00	\$6,648.56	\$ 7,821.84
Softball JV / Assistant Coach	\$2,952.51	\$3,585.19	\$ 4,217.88		\$3,041.09	\$3,692.75	\$ 4,344.41		\$3,101.91	\$4,431.30	\$ 5,213.29
<b>Softball Freshman</b>	\$2,952.51	\$3,585.19	\$ 4,217.88		\$3,041.09	\$3,692.75	\$ 4,344.41		\$3,101.91	\$4,431.30	\$ 5,213.29
Lacrosse Boys Head Coach	\$4,429.85	\$5,379.10	\$ 6,328.35		\$4,562.74	\$5,540.47	\$ 6,518.20		\$4,654.00	\$6,648.56	\$ 7,821.84
Lacrosse JV / Assistant Coach	\$2,952.51	\$3,585.19	\$ 4,217.88		\$3,041.09	\$3,692.75	\$ 4,344.41		\$3,101.91	\$4,431.30	\$ 5,213.29
Lacrosse Freshman	\$2,952.51	\$3,585.19	\$ 4,217.88		\$3,041.09	\$3,692.75	\$ 4,344.41		\$3,101.91	\$4,431.30	\$ 5,213.29
Lacrosse Girls Head Coach	\$4,429.85	\$5,379.10	\$ 6,328.35		\$4,562.74	\$5,540.47	\$ 6,518.20		\$4,654.00	\$6,648.56	\$ 7,821.84
Lacrosse JV / Assistant Coach	\$2,952.51	\$3,585.19	\$ 4,217.88		\$3,041.09	\$3,692.75	\$ 4,344.41		\$3,101.91	\$4,431.30	\$ 5,213.29
Lacrosse Freshman	\$2,952.51	\$3,585.19	\$ 4,217.88		\$3,041.09	\$3,692.75	\$ 4,344.41		\$3,101.91	\$4,431.30	\$ 5,213.29
Track Boys Head Coach	\$4,429.85	\$5,379.10	\$ 6,328.35		\$4,562.74	\$5,540.47	\$ 6,518.20		\$4,654.00	\$6,648.56	\$ 7,821.84
Track Girls Head Coach	\$4,429.85	\$5,379.10	\$ 6,328.35		\$4,562.74	\$5,540.47	\$ 6,518.20		\$4,654.00	\$6,648.56	\$ 7,821.84
Track Assistant Coach	\$2,952.51	\$3,585.19	\$ 4,217.88		\$3,041.09	\$3,692.75	\$ 4,344.41		\$3,101.91	\$4,431.30	\$ 5,213.29
Track Assistant Coach	\$2,952.51	\$3,585.19	\$ 4,217.88		\$3,041.09	\$3,692.75	\$ 4,344.41		\$3,101.91	\$4,431.30	\$ 5,213.29
Tennis Girls JV Coach	\$4,429.85	\$5,379.10	\$ 6,328.35		\$4,562.74	\$5,540.47	\$ 6,518.20		\$4,654.00	\$6,648.56	\$ 7,821.84
<b>Tennis Girls JV</b> / Assistant Coach	\$1,549.80	\$1,881.90	\$ 2,214.00		\$1,596.29	\$1,938.36	\$ 2,280.42		\$1,628.22	\$2,326.03	\$ 2,736.50
Tennis Boys Head Coach	\$4,429.85	\$5,379.10	\$ 6,328.35		\$4,562.74	\$5,540.47	\$ 6,518.20		\$4,654.00	\$6,648.56	\$ 7,821.84
<b>Tennis Boys JV</b> / Assistant Coach	\$1,549.80	\$1,881.90	\$ 2,214.00		\$1,596.29	\$1,938.36	\$ 2,280.42		\$1,628.22	\$2,326.03	\$ 2,736.50
<b>Golf Girls Varsity</b>	\$2,951.80	\$3,584.32	\$ 4,216.85		\$3,040.35	\$3,691.85	\$ 4,343.36		\$3,101.16	\$4,430.22	\$ 5,212.03
<b>Golf Girls JV</b> / Assistant Coach	\$1,549.80	\$1,881.90	\$ 2,214.00		\$1,596.29	\$1,938.36	\$ 2,280.42		\$1,628.22	\$2,326.03	\$ 2,736.50
Sailing Advisor	\$1,549.80	\$1,881.90	\$ 2,214.00		\$1,596.29	\$1,938.36	\$ 2,280.42		\$1,628.22	\$2,326.03	\$ 2,736.50
<b>Ultimate Frisbee Advisor</b>	\$1,549.80	\$1,881.90	\$ 2,214.00		\$1,596.29	\$1,938.36	\$ 2,280.42		\$1,628.22	\$2,326.03	\$ 2,736.50
<del>Faculty Manager</del>											
<del>Intramurals HS</del>											
Colby Cutler Center Supervisor	\$1,468.72	\$1,783.45	\$ 2,098.18		\$1,512.78	\$1,836.95	\$ 2,161.12		\$1,543.04	\$2,204.34	\$ 2,593.34

BOLD = new positions SY 22-23

There are three tiers of stipends for all coaching positions.

- 70% of max stipend step 1
- 85% of max stipend step 2
- Max stipend step 3

For coaches that are applying/new hires that have more than 5 years' experience, steps can be negotiated with the principal and athletic director pending Superintendent approval.

Coaching positions are determined by the number of teams offered each season as determined by the District. If a sport only has a Varsity and JV team, a freshman coaching stipend position will not be provided.

If two or more persons agree to share a stipend position then they will also share the stipend in equal proportions. Any sharing of a stipend position requires advance approval of the Superintendent. If approved, notification of said approval and the amounts to be paid will be given in writing to the persons involved and the Association.

In the event that because of a lack of student interest an activity is not conducted during an academic year, the principal may after notifying the Superintendent of School and the Association use the stipend for that activity to fund the stipend for a new student activity. This new stipend will be equated to existing stipends on the basis of time involved and expertise required.

In setting the stipends for positions created with the discretionary funds provided to principals, principals will confer with the Superintendent of Schools or their designee and President(s) of the Association to equate the new stipends to existing stipends on the basis of time involved and expertise required.

It is understood and agreed that the Superintendent may choose not to fill any position listed in this Appendix for any school year.

**APPENDIX E-1****SCITUATE DEPARTMENT CHAIRPERSONS AND CURRICULUM****COORDINATORS SALARY SCHEDULE****Effective September 1, 2022**

<b>FY2023</b>	<b>M/B+36</b>	<b>M+15</b>	<b>CAGS/M+30</b>	<b>M+45</b>	<b>M+60</b>	<b>DOC</b>
<b>1</b>	\$83,804	\$88,263	\$92,578	\$95,325	\$96,453	\$97,580
<b>2</b>	\$86,367	\$90,928	\$95,243	\$98,041	\$99,220	\$100,348
<b>3</b>	\$88,929	\$93,593	\$97,908	\$100,758	\$101,988	\$103,115
<b>4</b>	\$91,492	\$96,258	\$100,573	\$103,474	\$104,755	\$105,883
<b>5</b>	\$94,054	\$98,923	\$103,238	\$106,190	\$107,523	\$108,650
<b>6</b>	\$96,617	\$101,588	\$105,903	\$108,906	\$110,290	\$111,418
<b>7</b>	\$99,179	\$104,253	\$108,568	\$111,623	\$113,058	\$114,185
<b>8</b>	\$101,742	\$106,918	\$111,233	\$114,339	\$115,113	\$116,953
<b>9</b>	\$104,304	\$109,583	\$113,898	\$117,055	\$117,880	\$119,720
<b>10</b>	\$106,867	\$112,248	\$116,563	\$120,781	\$120,948	\$122,488
<b>11</b>	\$109,429	\$114,913	\$119,228	\$123,131	\$123,415	\$125,255
<b>12</b>	\$111,992	\$117,578	\$121,893	\$125,847	\$126,183	\$128,023
<b>13</b>	\$114,554	\$120,243	\$124,558	\$128,564	\$128,950	\$130,790
<b>14</b>	\$117,117	\$122,908	\$127,223	\$131,280	\$131,718	\$133,558
<b>15</b>	\$118,173	\$123,351	\$128,759	\$132,079	\$133,371	\$134,720
<b>20</b>	\$119,560	\$124,737	\$130,146	\$133,466	\$134,758	\$136,107

**Effective September 1, 2023**

<b>FY2024</b>	<b>M/B+36</b>	<b>M+15</b>	<b>CAGS/M+30</b>	<b>M+45</b>	<b>M+60</b>	<b>DOC</b>
<b>1</b>	\$86,318	\$90,911	\$95,355	\$98,185	\$99,346	\$100,507
<b>2</b>	\$88,957	\$93,656	\$98,100	\$100,982	\$102,197	\$103,358
<b>3</b>	\$91,597	\$96,401	\$100,845	\$103,780	\$105,047	\$106,208
<b>4</b>	\$94,236	\$99,145	\$103,590	\$106,578	\$107,898	\$109,059
<b>5</b>	\$96,876	\$101,890	\$106,335	\$109,376	\$110,748	\$111,910
<b>6</b>	\$99,515	\$104,635	\$109,080	\$112,173	\$113,599	\$114,760
<b>7</b>	\$102,154	\$107,380	\$111,825	\$114,971	\$116,449	\$117,611
<b>8</b>	\$104,794	\$110,125	\$114,570	\$117,769	\$118,566	\$120,461
<b>9</b>	\$107,433	\$112,870	\$117,315	\$120,567	\$121,417	\$123,312
<b>10</b>	\$110,072	\$115,615	\$120,060	\$124,404	\$124,576	\$126,162
<b>11</b>	\$112,712	\$118,360	\$122,805	\$126,825	\$127,118	\$129,013
<b>12</b>	\$115,351	\$121,105	\$125,550	\$129,623	\$129,968	\$131,863
<b>13</b>	\$117,991	\$123,850	\$128,295	\$132,421	\$132,819	\$134,714
<b>14</b>	\$120,630	\$126,595	\$131,040	\$135,218	\$135,669	\$137,564
<b>15</b>	\$121,718	\$127,051	\$132,622	\$136,042	\$137,372	\$138,761
<b>20</b>	\$123,147	\$128,479	\$134,051	\$137,470	\$138,801	\$140,190



**Effective September 1, 2024**

<b>FY2025</b>	<b>M/B+36</b>	<b>M+15</b>	<b>CAGS/M+30</b>	<b>M+45</b>	<b>M+60</b>	<b>DOC</b>
<b>1</b>	\$88,044	\$92,729	\$97,262	\$100,148	\$101,333	\$102,518
<b>2</b>	\$90,737	\$95,529	\$100,062	\$103,002	\$104,241	\$105,425
<b>3</b>	\$93,429	\$98,329	\$102,862	\$105,856	\$107,148	\$108,333
<b>4</b>	\$96,121	\$101,128	\$105,662	\$108,710	\$110,056	\$111,240
<b>5</b>	\$98,813	\$103,928	\$108,462	\$111,563	\$112,963	\$114,148
<b>6</b>	\$101,505	\$106,728	\$111,262	\$114,417	\$115,871	\$117,055
<b>7</b>	\$104,197	\$109,528	\$114,062	\$117,271	\$118,778	\$119,963
<b>8</b>	\$106,890	\$112,328	\$116,861	\$120,124	\$120,937	\$122,870
<b>9</b>	\$109,582	\$115,128	\$119,661	\$122,978	\$123,845	\$125,778
<b>10</b>	\$112,274	\$117,927	\$122,461	\$126,892	\$127,068	\$128,685
<b>11</b>	\$114,966	\$120,727	\$125,261	\$129,362	\$129,660	\$131,593
<b>12</b>	\$117,658	\$123,527	\$128,061	\$132,215	\$132,567	\$134,500
<b>13</b>	\$120,350	\$126,327	\$130,861	\$135,069	\$135,475	\$137,408
<b>14</b>	\$123,043	\$129,127	\$133,660	\$137,923	\$138,383	\$140,316
<b>15</b>	\$124,153	\$129,592	\$135,275	\$138,763	\$140,120	\$141,537
<b>20</b>	\$125,610	\$131,049	\$136,732	\$140,220	\$141,577	\$142,994

Step 20 requires twenty years of documented public school teaching service, with a minimum of fifteen years employed by the Scituate Public Schools.

## **APPENDIX F**

### **Educator Evaluation for Professional Growth**

- 1) Purpose of Educator Evaluation
  - A) This contract language is negotiated and based on M.G.L., c.71, § 38; M.G.L. c.150E; the Educator Evaluation regulations, 603 CMR 35.00 et seq.; and the Model System for Educator Evaluation developed. In the event of a conflict between this collective bargaining agreement and the governing laws and regulations, the laws and regulations will prevail.
  - B) The purposes of evaluation are:
    - i) To promote student learning, growth, and achievement by providing Educators with feedback for improvement, enhanced opportunities for professional growth, and clear structures for accountability, 603 CMR 35.01(2)(a);
    - ii) To provide a record of facts and assessments for personnel decisions, 35.01(2)(b);
    - iii) To ensure that every school committee has a system to enhance the professionalism and accountability of educators and administrators that will enable them to assist all students to perform at high levels, 35.01(3); and
    - iv) To assure effective teaching and administrative leadership, 35.01(3).
- 2) Definitions are defined as detailed in the Massachusetts Model System for Educator Evaluation Model Collective Bargaining Contract Language August 2019.
- 3) Evidence Used In Evaluation

The following categories of evidence shall be used in evaluating each Educator

  - A) Multiple measures of student learning, growth, and achievement, which shall include:
    - i) Measures of student progress on classroom assessments that are aligned with the Massachusetts Curriculum Frameworks or other relevant frameworks and are comparable within grades or subjects in a school;
    - ii) Common assessments of student learning, growth, and achievement related to the Massachusetts Curriculum Frameworks or other relevant frameworks that are comparable across grades and/or subjects district-wide. These measures may include but are not limited to: portfolios, approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects. One such measure may be the MCAS Student Growth Percentile (SGP) or ACCESS for ELLs gain scores, if applicable.
    - iii) Measures of student progress and/or achievement toward student learning goals set between the Educator and Evaluator for the school year or some other period of time established in the Educator Plan.

- iv) For Educators whose primary role is not as a classroom educator, the appropriate measures of the Educator's contribution to student learning, growth, and achievement based on the Educator's role and responsibility.
- B) Judgments based on observations and artifacts of practice including but not limited to;
  - i) Unannounced observations
  - ii) Announced observation(s) for non-PTS Educators in their first year of practice in a school, Educators on Improvement Plans, and as determined by the Evaluator.
  - iii) Examination of Educator work products
  - iv) Examination of student work samples
- C) Evidence relevant to one or more Performance Standards, which may include but is not limited to:
  - i) Evidence compiled and presented by the Educator, including :
    - (a) Evidence of fulfillment of professional responsibilities and growth such as self-assessments, peer collaboration, professional development linked to goals in the Educator plans, contributions to the school community and professional culture;
    - (b) Evidence of active outreach to and engagement with families;
  - ii) Evidence of progress towards professional practice goal(s);
  - iii) Evidence of progress toward student learning outcomes goal(s); and
  - iv) Student Feedback;
  - v) Other relevant evidence could include information provided by the educator, the evaluator, and other-administrators such as the superintendent.

#### 4) Rubric

The rubrics are a scoring tool used for the Educator's self-assessment, the formative assessment and the summative evaluation. Those rubrics, as released by DESE in 2018.

#### 5) Evaluation Cycle: Annual Orientation

- A) At the start of each school year, the superintendent, principal or designee shall conduct a meeting for Educators and Evaluators focused substantially on educator evaluation. The superintendent, principal or designee shall:
  - i) Provide an overview of the evaluation process, including goal setting and the educator plans,
  - ii) Provide District and School goals and priorities, as well as professional development opportunities related to those goals and priorities to the extent that the information is available.

- iii) Provide all Educators with directions for obtaining a copy of the forms used by the district. These may be provided electronically.
- iv) The faculty meeting may be recorded to facilitate orientation of Educators hired after the beginning of the school year, provided that an announcement is made at the beginning of the meeting that it is being recorded and if any person objects, then they/them will not be recorded.

6) Evaluation Cycle: Self-Assessment

A) Completing the Self-Assessment

- i) The evaluation cycle begins with the Educator completing and submitting to the Primary or Supervising Evaluator a self-assessment form in alignment with the Massachusetts Model System for Educator Evaluation Model Collective Bargaining Contract Language August 2019. The district will provide professional development time of at least one (1) hour for Educators and teams of Educators to begin the completion of self-assessment, goal setting and/or review of their Educator plan.

7) Evaluation Cycle: Goal Setting and Development of the Educator Plan

- A) Every Educator has an Educator Plan that includes, but is not limited to, one goal related to the improvement of practice; one goal for the improvement of student learning. Unit B members will add at least one to three department goals related to school/district goals. The Plan also outlines actions the Educator must take to attain the goals established in the Plan and benchmarks to assess progress. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the similar roles and/or responsibilities. Regardless of the plan, educators may propose new goals each year.
- B) To determine the goals to be included in the Educator Plan, the Evaluator reviews the Educator's self-assessment and proposed goals during the Educator Plan Development Meeting, using evidence of Educator performance and impact on student learning, growth and achievement.
- C) Educator Plan Development Meetings shall be conducted for any Educator beginning a new plan or at the request of any PTS Educator beginning year two of a two year self-directed growth plan.
- D) The Evaluator retains final approval over the content of the Educator's Plan.

8) Evaluation Cycle: Observation of Practice

- A) Educators will be observed a minimum number of times per educator plan cycle as noted in the chart included in 18) Timeline.

9) Observations

The Evaluator is not required nor expected to review all the indicators in a rubric during an observation; however, the focus of observations both unannounced and announced are Standards I & II.

A) Unannounced Observations

- i) Unannounced observations must be a minimum of 15 minutes in duration.
- ii) The Educator will be provided with at least brief written feedback from the Evaluator within five (5) school days of the observation. The written feedback shall be delivered to the Educator through a password protected software program.
- iii) No other observations may take place until the day after the feedback has been provided. The educator and administrator are encouraged to have conversations on feedback.

**B) Announced Observations**

- i) Announced observations must be a minimum of 30 minutes in duration and conducted according to the following:
- ii) The Evaluator shall select the date and time of the lesson or activity to be observed.
- iii) Within 5 school days of the scheduled observation, upon request of either the Evaluator or Educator, the Evaluator and Educator shall meet for a pre-observation conference. In lieu of a meeting, the Educator may inform the Evaluator in writing of the nature of the lesson, the student population served, and any other information that will assist the Evaluator to assess performance.
  - (a) The Evaluator may request a draft of the lesson, student conference, IEP plan, or activity.
  - (b) The Educator will be notified as soon as possible if the Evaluator will not be able to attend the scheduled observation. The observation will be rescheduled with the Educator as soon as reasonably practical.
- iv) Within 5 school days of the announced observation, the Evaluator and Educator shall meet for a post-observation conference to discuss and finalize the written feedback. This timeframe may be extended due to unavailability on the part of either the Evaluator or the Educator, but shall be rescheduled within 24 hours if possible.

**10) Evaluation Cycle: Formative Assessment**

- A) A specific purpose for evaluation is to promote student learning, growth and achievement by providing Educators with feedback for improvement. Evaluators are expected to give targeted constructive feedback to Educators based on their observations of practice, examination of artifacts, and analysis of multiple measures of student learning, growth and achievement in relation to the Standards and Indicators of Effective Teaching Practice or Educator goals or both.
- B) Formative Assessment takes places mid-cycle.
- C) The Formative Assessment report provides written feedback and ratings to the Educator about their progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall performance considering all evidence provided by the evaluator(s) and submitted by the educator by the required date.

- D) For Educators on Directed, Improvement, or Developing Plans, the Evaluator and the Educator will meet within five (5) school days before or after completion of the Formative Assessment Report and upon request by the Educator on a Self- Directed Growth Plan or the Evaluator
- E) The Evaluator shall complete the Formative Assessment report and provide a copy to the Educator. All Formative Assessment reports must be signed by the Evaluator through a password protected software program
- F) The Educator may reply through a password protected software program to the Formative Assessment report within ten (10) school days of receiving the report or the Formative Assessment meeting(s), whichever is later.
- G) The Educator shall sign the Formative Assessment report within 5 school days of receiving the report. The signature does not indicate agreement or disagreement with its contents.
- H) As a result of the Formative Assessment Report, the Evaluator may change the activities in the Educator Plan.
- I) The educator's performance for this report shall be assumed to be the same as the previous summative evaluation unless evidence demonstrates a significant change in performance.
- J) After the formative assessment and upon request of the educator or evaluator, another trained supervisor shall be assigned to perform an additional announced observation to be used as evidence in the educator's summative evaluation.

12) Evaluation Cycle: Summative Evaluation

- A) The evaluation cycle concludes with a summative evaluation report.
- B) The Evaluator determines a rating on each standard based on the Evaluator's professional judgment, an examination of evidence against the Performance Standards and evidence of the attainment of the Educator Plan goals. In determining the overall summative evaluation rating, the Educator shall be rated at least Proficient if the educator has been rated Proficient or Exemplary on Performance Standards I and II.
- C) To be rated proficient overall, the Educator shall, at a minimum, have been rated proficient on Performance Standards I and II.
- E) The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.
- F) The Evaluator shall deliver a signed copy of the Summative Evaluation through a password protected software program .
- G) The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation.
- H) The Evaluator shall meet with the Educator rated proficient or exemplary to discuss the summative evaluation, if either the Educator or the Evaluator requests such a meeting.

- J) The Educator shall sign the final Summative Evaluation report by the required date. The signature does not indicate agreement or disagreement with its contents.
- K) The Educator shall have the right to respond through a password protected software program to the summative evaluation.
- L) A copy of the signed final Summative Evaluation report shall be saved through a password protected software program for the Educator's personnel file.

13) Educator Plans – General

- A) Educator Plans shall be designed to provide Educators with feedback for improvement, professional growth, and leadership; and to ensure Educator effectiveness and overall system accountability. The Plan must be aligned to the standards and indicators and be consistent with district and school goals. The Educator Renewal Licensure Regulations (603 CMR 44.04) permit the use of this plan to satisfy the requirements of an Educator's Individual Professional Development Plan.
- B) The Educator Plan shall include: At least one goal related to improvement of practice tied to one or more Performance Standards; At least one goal for the improvement of the learning, growth and achievement of the students under the Educator's responsibility; An outline of actions the Educator must take to attain the goals that include specified professional development and learning activities that the Educator will participate in as a means of obtaining the goals, as well as other support that may be suggested by the Evaluator or provided by the school or district. Examples may include but are not limited to coursework, self-study, action research, curriculum development, study groups with peers, and implementing new programs.
  - i) Alignment with statewide Standards and Indicators in 603 CMR 35.00 and local Performance Standards.
  - ii) Consistency with district and school goals.
- C) It is the Educator's responsibility to attain the goals in the Plan and to participate in trainings and professional development provided through the state, district, or other providers in accordance with the Educator Plan.

14) Educator Plans: Developing Educator Plan

- A) The Developing Educator Plan is for all Educators without PTS, and, at the discretion of the Evaluator, Educators with PTS in new position assignments working the first year in a new school or under a different educator license.
- B) The Educator shall be evaluated at least annually.

15) Educator Plans: Self-Directed Growth Plan

- A) A Two-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary. A formative assessment report is completed at the end of year 1 and a summative evaluation report at the end of year 2.

16) Educator Plans: Directed Growth Plan

- A) A Directed Growth Plan is for those Educators with PTS whose overall rating is needs improvement.
- B) The goals in the Plan must address areas identified as needing improvement as determined by the Evaluator.
- C) The Evaluator shall complete a summative evaluation for the Educator at the end of the period determined by the Plan, but at least annually.
- D) For an Educator on a Directed Growth Plan whose overall performance rating is at least proficient, the Evaluator will place the Educator on a Self-Directed Growth Plan for the next Evaluation Cycle.
- E) For an Educator on a Directed Growth Plan whose overall performance rating is not at least proficient, the Evaluator will rate the Educator as unsatisfactory and will place the Educator on an Improvement Plan for the next Evaluation Cycle.

17) Educator Plans: Improvement Plan

- A) An Improvement Plan is for those Educators with PTS whose overall rating is unsatisfactory.
- B) The parties agree that in order to provide students with the best instruction, it may be necessary from time to time to place an Educator whose practice has been rated as unsatisfactory on an Improvement Plan of no fewer than 45 school days and no more than one school year. In the case of an Educator receiving a rating of unsatisfactory near the close of one school year, the Improvement Plan may include activities that occur during the summer before the next school year begins with agreement of the Educator.
- C) The Evaluator must complete a summative evaluation for the Educator at the end of the period determined by the Evaluator for the Plan.
- D) An Educator on an Improvement Plan shall be assigned a Supervising Evaluator (see definitions as defined as detailed in the Massachusetts Model System for Educator Evaluation Model Collective Bargaining Contract Language August 2019.). The Supervising Evaluator who is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan. The primary evaluator may be the Supervising Evaluator.
- E) The Improvement Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the improvement goals to be met, the activities the Educator must take to improve and the assistance to be provided to the Educator by the district.
- F) The Improvement Plan process shall include:
  - i) Within ten school days of notification to the Educator that the Educator is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Educator to discuss the Improvement Plan. The Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the Educator.



- ii) The Educator may request that a representative of the Association attend the meeting(s).
  - iii) If the Educator consents, the Association will be informed that an Educator has been placed on an Improvement Plan.
- G) The Improvement Plan shall:
  - i) Define the improvement goals directly related to the performance standard(s), indicator(s), elements(s) and/or student learning outcomes that must be improved;
  - ii) Describe the activities and work products the Educator must complete as a means of improving performance;
  - iii) Describe the assistance that the district will make available to the Educator;
  - iv) Articulate the measurable outcomes that will be accepted as evidence of improvement;
  - v) Detail the timeline for completion of each component of the Plan, including at a minimum a mid-cycle formative assessment report of the relevant standard(s) and indicator(s).
  - vi) Identify the individuals assigned to assist the Educator which must include minimally the Supervising Evaluator; and,
  - vii) Include the signatures of the Educator and Supervising Evaluator.
  - viii) If there is no agreement on the contents of the plan, the Association may submit the issue to expedited mediation and arbitration through the American Arbitration Association.
- H) A copy of the signed Plan shall be provided to the Educator through the password protected software program. The Educator's signature does not indicate agreement or disagreement with its contents.
- I) Decision on the Educator's status at the conclusion of the Improvement Plan.
  - i) All determinations below must be made by the required date indicated in the Improvement Plan. One of three decisions must be made at the conclusion of the Improvement Plan:
    - a. If the Evaluator determines that the Educator has improved their practice to the level of proficiency, the Educator will be placed on a Self-Directed Growth Plan.
    - b. If the Evaluator determines that the Educator is making substantial progress toward proficiency, the Evaluator shall place the Educator on a Directed Growth Plan.
    - c. In those cases where the Educator was placed on an Improvement Plan as a result of their Summative rating at the end of their Directed Growth Plan, if the Evaluator determines that the Educator is not making substantial progress toward proficiency, the Evaluator shall recommend to the superintendent that the Educator be dismissed.

- d. If the Evaluator determines that the Educator's practice remains at the level of unsatisfactory, the Evaluator shall recommend to the superintendent that the Educator be dismissed.

18) Timelines

<u>Educator Plan</u>	<u>Number of Unannounced Observations</u>	<u>Number of Announced Observations</u>
Two-Year Self-Directed Plan	1	0
Directed Growth Plan	2	1
Improvement Plan	4	1
Developing Educator Plan	2	1
Developing Educator Plan (Year 1)	4	1

\*\*The timeline for educators on plans of less than one year (Improvement Plans) will be established in the Educator Plan.\*\*

Activity:	First Year Educator Plan	Developing Educator Plan	Self Directed - Year 1 of 2 Plan	Self Directed - Year 2 of 2 Plan	Directed Growth Plan
Superintendent, principal or designee meets with evaluators and educators to explain evaluation process	by 9/15	by 9/15	by 9/15	by 9/15	by 9/15
Evaluator meets with educators to assist in self-assessment and goal setting process	by 10/1	N/A	N/A	N/A	N/A
Educator submits self-assessment and proposed goals in a password protected software program.	by 10/1	by 10/1	by 10/1	by 10/1	by 10/1
Evaluator meets with Educators starting a new cycle in teams or individually to establish and approve Educator Plans (Educator Plan may be established at Summative Evaluation Report meeting in prior school year if the software program supports)	by 11/1	by 11/1	by 11/1	As requested by educator	by 11/1
Evaluator Approves Educator Plans	by 11/15	by 11/15	by 11/15	by 11/15	by 11/15
Evaluator completes first observation	by 11/15	by 11/15	N/A	N/A	by 11/15
Educator submits evidence on goals and standards to be considered for the Formative Assessment **or two weeks before the meeting date established by the evaluator	by 1/15	by 1/15	by 5/15	N/A	by 1/15
Evaluator shall complete mid-cycle Formative Assessment Reports for Educators & hold meeting if requested by the Evaluator or Educator	by 2/15	by 2/15	by 6/15	N/A	by 2/15
Educator signs Formative Assessment Report and adds response, if any, within 10 school days of receipt	w/in 10 days	w/in 10 days	w/in 10 days	N/A	w/in 10 days
Educator submits evidence on goals and standards to be considered for the Summative Evaluations **or two weeks before the meeting date established by the evaluator	by 5/1	by 5/1	N/A	by 5/1	by 5/1

Evaluator completes all required observations	by 5/1	by 5/1	any time during the two year cycle	any time during the two year cycle	by 5/1
Evaluator shall complete Summative Evaluation Reports for Educators & hold meeting if requested by the Evaluator or Educator OR if the overall rating is NI or U	by 5/15	by 5/15	N/A	by 6/15	by 6/1
Educator signs Summative Evaluation Report and adds response, if any, within 10 school days of receipt	w/in 10 days	w/in 10 days	N/A	w/in 10 days	w/in 10 days

19) Using Student Feedback in Educator Evaluation

The Educator is encouraged to establish an age-appropriate method for seeking student feedback prior to the end of the current educator plan based upon guidance from the Evaluation Advisory Team. No student will be required to provide their identity in the feedback mechanism. The feedback will be used solely by the Educator to inform their self-assessment and goal setting for the subsequent educator plan. Upon request by the Evaluator, the Educator will explain how the feedback has informed their self-assessment and goal-setting.

20) Using Staff Feedback in Administrator and Unit B Evaluation

Administrators and Unit B members are encouraged to establish a feedback mechanism for all Educators under their supervision prior to the end of the current educator plan based upon guidance from the Evaluation Advisory Team. No Educator will be required to provide their identity in the feedback mechanism. The feedback will be used solely by the Administrator or Unit B member to inform their self-assessment and goal setting for the subsequent educator plan. Upon request by the Evaluator, the Administrator or Unit B member will explain how the feedback has informed their self-assessment and goal setting.

21) General Provisions

A) Only individuals who are licensed may serve as evaluators of Educators.

B) Evaluators shall not make negative comments about the Educator's performance, or comments of a negative evaluative nature, in the presence of students, parents or other staff, except in the unusual circumstance where the Evaluator concludes that s/he must immediately and directly intervene. Nothing in this paragraph is intended to limit an administrator's ability to investigate a complaint, or secure assistance to support an Educator.

C) The superintendent shall insure that Evaluators have training in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice promulgated by ESE (35.03), and the evaluation Standards and Procedures established in this Agreement.

D) Should there be a serious disagreement between the Educator and the Evaluator regarding an overall summative performance rating of unsatisfactory, the Educator may meet with the Evaluator's supervisor to discuss the disagreement. Should the Educator request such a meeting, the Evaluator's supervisor must meet with the Educator.

E) The Educator and the Evaluator shall make all reasonable efforts to comply with the timelines of this article. If extenuating circumstances exist beyond the control of either party, and by mutual agreement of the parties, timelines may be extended to comply with the requirements set forth in this article.

F) Violations of this article are subject to the grievance and arbitration procedures, unless otherwise stated.

**IN WITNESS WHEREOF**, the duly authorized representatives of the parties hereby affirm their agreements this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**SCHOOL COMMITTEE**  
**Town of Scituate**

**SCITUATE TEACHERS ASSOCIATION**

\_\_\_\_\_  
Chairperson, School Committee  
Mrs. Nicole Brandolini

\_\_\_\_\_  
Co-President, Scituate Teachers Association

\_\_\_\_\_  
Vice-Chairperson, School Committee  
Ms. Janice Lindblom

\_\_\_\_\_  
Co-President, Scituate Teachers Association

\_\_\_\_\_  
Secretary, School Committee  
Dr. Carey Borkoski

\_\_\_\_\_  
School Committee  
Mr. Peter Gates

\_\_\_\_\_  
School Committee  
Mr. Michael Long

**SCITUATE SCHOOL COMMITTEE**  
**AND**  
**SCITUATE TEACHERS ASSOCIATION**

**MEMORANDUM OF UNDERSTANDING**

This **MEMORANDUM OF UNDERSTANDING** is entered into by and between the Scituate School Committee (hereinafter, the “Committee”) and the Scituate Teachers Association (hereinafter, the “STA”).

**WHEREAS**, the Committee and the STA are parties to a collective bargaining agreement for the period of September 1, 2023 through and including August 31, 2025;

The parties hereby agree to amend the contract in Article IV Section 1 as follows:

1. The Committee determines, subject to law and applicable regulation of superior authority, the length of the school day and the number of days in the school year. The school day for a given school is the period beginning at the time by which pupils must be present and ending at the time of general pupil dismissal. During the terms of this Agreement, the elementary school day shall be no longer than six hours and thirty minutes (6:30) and the secondary school day shall be no longer than six hours and thirty-five minutes (6:35). The ECC teachers and therapists shall provide services to students as determined by (The ECC Director and the building principal or their designee) on Fridays, including but not limited to related services (Occupational Therapy, Speech and Language, or Physical Therapy) and/or a playgroup, when:

- There are no available special education slots in ECC classes during Monday through Thursday
- Students require additional services that may need to be provided on Fridays in order to ensure compliance with the student’s IEP.
- The IEP Team consisting of the ECC teachers, Team Chair, and service providers recommend the group, service, or extended evaluation.

These services and groups shall be scheduled by the ECC special education teacher or service provider in collaboration with the principal and/or Special Education Director. Students may be added to the student group at the discretion of the principal and/or Special Education Director with the consultation of an ECC teacher or therapist.

Prior to the establishment of the beginning and ending times for each school in the system, the Association shall be consulted by April 1<sup>st</sup>.

Participation by teachers in extracurricular activities sponsored by the Scituate Schools and attendance by teachers at meetings and conferences related to school matters are considered necessary for the promotion of good public education in Scituate. Teachers may be required to attend not more than four evening events each school year such as open house, parent conferences, concerts, art exhibitions, graduations or similar events. An STA representative from each school will be allowed to attend a District Leadership Team meeting in order to determine the schedule for parent conferences on the elementary, intermediate and secondary level. If parents are unable to attend a parent-teacher conference, teachers will endeavor to connect with parents in a meaningful way through other meeting times or virtual communications. Participation or attendance by any teacher in any activity or at any meeting other than as may be specifically required hereunder shall be at his/her option in the exercise of his/her professional judgment. The School Committee retains the authority to set the school calendar.0

**APPENDIX B**  
**LEADERSHIP STIPENDS**

The amounts set forth below will be paid to the individual(s) holding the named positions. It is understood and agreed that the Superintendent may choose not to fill any position listed in this Appendix for any school year.

	<b>2021-2022</b>	<b>2022-2023</b>	<b>2023-2024</b>	<b>2024-2025</b>
PK-12 Instructional Leadership (per person) maximum of 5 per school	553	567	780	796
Mentors (per person)	1,121	1,149	1,185	1,209
Mentor Coordinator	2,802	2,872	3,120	3,182
Gates Academic Advisor Coordinator	2,179	2,233	2,300	2,346
SHS Academic Advisor Coordinator		2,233	2,300	2,346
Gates Interest Based Clubs Coordinator			1,185	1,209
Early Childhood Coordinator*	5,105	5,233	TBD	TBD
Athletic Director**	24,228	24,834	25,580	26,092

\*If an ECC teacher assumes the leadership role of Coordinator in addition to their teaching position they shall receive the stipend for the role of ECC Coordinator.

\*\* If the Athletic Director is a teacher, then said teacher will work a 0.6 teacher workload, will be paid full teacher salary compensation, and will receive the additional Athletic Director stipend.



**APPENDIX C**  
**EXTRA CURRICULAR ACTIVITIES/SUMMER SCHOOL/SUMMER SERVICES SALARY SCHEDULE**

<b>ESY Summer Services Hourly Rate</b>	<b>2021-2022</b>	<b>2022-2023</b>	<b>2023-2024</b>	<b>2024-2025</b>
Related Service Providers	NA	NA	50	51.02

<b>Chaperone Overnight Rate</b>	<b>2021-2022</b>	<b>2022-2023</b>	<b>2023-2024</b>	<b>2024-2025</b>
Gates MS Bournedale only	NA	NA	175	179

<b>Elementary (K-5 Only)</b>	<b>2021-2022</b>	<b>2022-2023</b>	<b>2023-2024</b>	<b>2024-2025</b>
Student Council (one per school)			1,439	1,468
Instrumental and Choral Concerts (each instance beyond 4 contractual evenings)			100	102
Interest Based Clubs (8 weeks/club)*			390/club	398/club

\*Each interest based club will run for 8 weeks with a maximum of 10 total clubs per school per year. The LIT program is included among these interest based clubs and may run either before or after school. A principal may approve two sections of a club running concurrently; (e.g., Homework Club) however, each section counts toward the annual total of 10.

<b>Hourly Rate*</b>	<b>2021-2022</b>	<b>2022-2023</b>	<b>2023-2024</b>	<b>2024-2025</b>
	36.96	37.88	39.02	39.80

\* All work outside of the contract not specified in any of the appendices, including loss of preparation period due to class coverage, shall be compensated at the hourly rate indicated.

## **Club and Extracurricular Activities Procedures**

Each club stipend is assigned a tier that corresponds to a stipend. Each contract year, the stipend will adjust based on COLA. At the end of the contract, the assigned tiers will be reevaluated based on data gathered from surveys, interviews, and advisor reports. Based on this data, clubs may move up or down tiers to reflect changes in the number of students, hours, or responsibilities

### **2023-2024**

Tier 1 - \$1,439

Tier 2 - \$2,518 (1.75 x Tier 1)

Tier 3 - \$3,238 (2.25 x Tier 1)

Tier 4 - \$4,792 (3.33 x Tier 1)

### **2024-2025 (2% COLA)**

Tier 1 – \$1,468

Tier 2 – \$2,568

Tier 3 – \$3,303

Tier 4 – \$4,888

Stipends may be paid only after the following criteria are met:

- In order for the club to run it must have at least 10 student members
- Attend club advisor meetings as required by principal
- Submit quarterly reports that include meeting dates, attendance, notes, and financial information
- Submit the end of the year club report due before June 1st.
- Yearlong stipends will be paid in June of each year and seasonal/semester based clubs are paid upon completion of the program.

The following process will be followed to create a new club:

- The staff member or administrator will submit a new club form for each year the club is running for approval at the building level.
- Clubs must submit the quarterly and end of the year reports to document their club activities.
- All approved new clubs will have a 3-year trial period with a stipend of \$500 per year before they will be considered for addition to the contract.

	2021-2022	2022-2023	2023-2024	2024-2025
<b>Gates Middle School Tier 1</b>	NA	NA	1,439	1,468

6th Grade Band  
 6th Grade Chorus  
 7/8th Grade Band  
 7/8th Grade Chorus  
 Art Club  
 Disc Golf  
 Drama Choreographer  
 Drama Music Coordinator  
 Eighth Grade Coordinator  
 National Junior Honor Society  
 Strength and Conditioning  
 Intramural Cross Country Head Coach  
 Intramural Cross Country Assistant Coach  
 Intramural Field Hockey Head Coach  
 Intramural Field Hockey Assistant Coach  
 Intramural Track Head Coach  
 Intramural Track Assistant Coach  
 Intramural Wrestling Head Coach  
 Intramural Wrestling Assistant Coach

	2021-2022	2022-2023	2023-2024	2024-2025
<b>Gates Middle School Tier 2</b>	NA	NA	2,518	2,568

6th Grade Camp Coordinator Team A  
 6th Grade Camp Coordinator Team B  
 6th Grade Jazz Band  
 7/8th Grade Jazz Band  
 Free Fun Fridays  
 Improv Club  
 Math Club  
 Jazz Choir  
 Student Council  
 Yearbook

	2021-2022	2022-2023	2023-2024	2024-2025
<b>Gates Middle School Tier 3</b>	NA	NA	3,238	3,303

Drama Assistant Director (Production 1)  
 Drama Assistant Director (Production 2) (Starts 2024-2025)  
 Environmental Club

	2021-2022	2022-2023	2023-2024	2024-2025
<b>Gates Middle School Tier 4</b>	NA	NA	4,792	4,888

Drama Director (Production 1)  
 Drama Director (Production 2) (Starting 2024-2025)

	2021-2022	2022-2023	2023-2024	2024-2025
<b>Scituate High School Tier 1</b>			1,439	1,468

Amnesty International  
 Community Service Club  
 Drama Choreographer  
 Drama Musical Director  
 Fathom Literary Magazine  
 Genders & Sexualities Alliance Network

International Club  
 Pep/Parade Band  
 Select Choir  
 Students Taking Action Against Racism (STAAR)  
 Symphonic Band

	2021-2022	2022-2023	2023-2024	2024-2025
<b>Scituate High School Tier 2</b>	NA	NA	2,518	2,568

Art Club  
 Debate Club  
 Environmental Club  
 Freshman Class Advisor  
 Freshman Class Advisor  
 History Bowl  
 International Adventure  
 International Exchange (French/Spanish)

Jazz Band  
 Jazz Choir  
 Math Club  
 NHS/Peer Tutoring  
 Sophomore Class Advisor  
 Sophomore Class Advisor  
 Yearbook Business Manager

	2021-2022	2022-2023	2023-2024	2024-2025
<b>High School Tier 3</b>	NA	NA	3,238	3,303

Allies Not Bystanders  
 Drama Assistant Production 1  
 Drama Assistant Production 2  
 Junior Class Advisor

Junior Class Advisor  
 Student Council  
 Yearbook Advisor

	2021-2022	2022-2023	2023-2024	2024-2025
<b>High School Tier 4</b>			4,792	4,888

Best Buddies  
 DECA and Shipyard  
 Drama Director Production 1  
 Drama Director Production 2  
 Scituation

FIRST Robotics  
 Model United Nations  
 Senior Class Advisor  
 Senior Class Advisor