

TEACHERS CONTRACT

between the

NAUSET REGIONAL SCHOOL DISTRICT

AND SCHOOL UNION #54

and the

NAUSET EDUCATION ASSOCIATION

JULY 1, 2021 - JUNE 30, 2024

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This AGREEMENT is entered into this first (1st) day of July 2021, between the School Committees of Union No. 54 and the Nauset Regional School District, hereinafter referred to as the "Committee," and the Nauset Education Association, hereinafter referred to as the "Association," affiliated with the National Education Association and the Massachusetts Teachers Association.

Preamble

- A. It is the intention of the parties in this contract to continue their harmonious relations, to promote mutual cooperation and understanding, to formulate rules, to define and resolve the proper interest of the teachers and nurses in their rights of compensation and the conditions under which they perform their duties, with the best interest of the total education of the youth of these communities being the primary concern. The parties acknowledge that the Committee has complete authority over policies and general management of the schools, which it exercises under law, and that this vehicle of collective bargaining will provide the teachers and nurses with a better opportunity to bring their knowledge and experience together with that of the Committee to bear on matters of professional concern with a goal of assisting in solving the growing problems inherent in the advancement of education.
- B. In the event that a court of competent jurisdiction shall decide that any part or provision of this Agreement is in conflict with any applicable law of the Commonwealth or of the United States, such law shall prevail. All other provisions of this Agreement shall remain in force and effect.

ARTICLE I Recognition

- A. The Committee recognizes the Association for the purpose of collective bargaining as the exclusive representative of a unit consisting of all the following employees of Nauset Region and Union No. 54 School System.
 - 1. All classroom teachers or teachers of remedial or special education, including all department heads, subject coordinators, middle school evaluation team leader, professional guidance personnel serving pupils directly in a counseling capacity, school librarians, nurses, long-term substitutes, permanent substitutes, extracurricular positions, including athletic coaches (during his/her season), teacher mentors, physical therapists, occupational therapists, and interpreters, hereinafter referred to as employees, but excluding educational assistants, in-school tutors, all other substitutes, administrators, and all other employees of the school department. In this contract "secondary teachers" is applied to teachers of students in the Middle School and High School. The term "elementary teachers" is applied to the teachers of students in the elementary schools, including preschool.
 - 2. Long-term substitutes shall be defined as teachers who have taught in the same position for a period of ninety (90) or more consecutive school days with the exception that this ninety (90) days of employment may be interrupted by up to three (3) excused but unpaid absences without loss of credit toward long-term substitute status. A long-term teaching substitute, upon qualifying as such, shall be placed on the Bachelors Minimum Salary Schedule. Long-term substitutes will accrue sick leave at a rate of 1.5 days per whole month, and personal leave at a rate of one (1) day per five (5) whole months. Accrued sick leave will not be carried forward.
 - 3. No credit will apply for the ninety (90) day period prior to achieving long-term substitute status. Long-term substitutes shall receive paid funeral leave provided he/she meets the contractual conditions. No other leaves shall apply to long-term substitutes.

4. Permanent substitutes are full year employees, and shall be defined as teachers whose primary assignment is to substitute. Permanent substitutes will be paid an annual wage of fifty percent (50%) of the Bachelors Minimum Salary Schedule and will receive all contractual benefits and accrue sick leave and personal leave at the same rate as classroom teachers. Permanent substitutes will work all student days, and one (1) day before and after the students.
- B. Nothing contained in the Agreement shall be construed to prevent any employee or ad hoc group of employees not acting on behalf of any employee organization or representing anyone but themselves from discussing at any time any problems with any of their supervisors, the School Committee or other representatives of the School Committee without the previous consent of the Association, nor shall any action taken by said supervisors, School Committee, or its representatives as a result of such discussion be the subject of a grievance unless such action is in specific and direct contravention of express language in a specific provision of the Agreement. The Association will be notified and have a right to attend any such session before the School Committee.
- C. There shall be no discrimination, interference, restraint, or coercion by the School Committee, the Teachers' Association or their respective agents against any employee because of membership or non-membership in the Association as a condition of employment in the Nauset School System.
- D. Contract Security. Any contract or employment notification issued contrary to the terms of any agreement shall be invalid and shall be canceled by the Superintendent, and shall be re-issued without prejudice to any previous signature of acceptance by any party.
- E. Association Security.
 1. Mail Boxes: The Association shall have the right to use employee mailboxes at each building.
 2. Mail System: The Association shall have the right to use the inter-school and intra-school mail system.

ARTICLE II

Management Rights

Under the laws of Massachusetts, the School Committees elected by the citizens of Nauset Region and School Union No. 54 have final responsibility for establishing the education policies of the public schools of the Region and School Union No. 54, for management of said schools, and for directing their operation (a responsibility which includes the duty to maintain public elementary and secondary schools and such other educational activities as they find will best serve the interests of the Nauset Region and School Union No. 54), and to exercise such other authority, rights, and powers conferred upon the Committees by the laws of Massachusetts and the Rules and Regulations of any pertinent agency of the Commonwealth.

ARTICLE III

Negotiation Procedure

- A. Not later than **October 1st** of the calendar year preceding the calendar year in which this Agreement expires, the Committee agrees to enter into negotiations with the Association over a successor agreement. The October 1st date will be the first negotiation meeting date, unless the parties agree otherwise.
- B. Any agreement reached by the parties shall be reduced to writing, and signed by the Committee and the Association.
- C. If the negotiations described in section A reach an impasse, the procedure described in Chapter 150E of the General Laws will be followed.

ARTICLE IV

General

- A. There shall be no reprisals of any kind taken by either party against any employee by reason of his/her membership or non-membership in the Association, or participation or non-participation in its activities.
- B. A copy of the official agenda of Committee meetings will be posted in the building faculty room **twenty-four (24)** hours prior to said meeting except in case of emergency. Copies of minutes of official Committee meetings will be posted in the building faculty room as soon as possible after becoming official.
- C. The amended Agreement shall be printed in booklet form within **sixty (60)** days after ratification by both sides, whenever possible, and copies distributed to present employees. The cost of such publication will be borne by the School Committee and the Nauset Education Association equally.
- D. A copy of all vacancy notices will be posted in each building faculty room at least five (5) business days prior to closing.

ARTICLE V

Salaries

- A. The salaries of all persons covered by this Agreement are set forth in Appendix "A" - Unit A Schedule for Teachers, Occupational Therapists, Physical Therapists, Speech Language Pathologists; Appendix "B", Unit A Schedule for Guidance Personnel and Nurses, Appendix "C", Extracurricular Salaries - Athletic, and Appendix "D", Non-Athletic Extracurricular Salary Schedule.
- B. All persons on the employees' Salary Schedule will have the option of being paid during the school year, or over the course of the full calendar year, which is generally in either twenty-one (21) or twenty-six (26) payments, but may fall in either twenty-two (22) or twenty-seven (27) payments depending on how the payroll calendar aligns within the school year calendar.
 - 1. The following shall only apply to employees employed exclusively by the Nauset Regional School District. When a scheduled pay date falls on a holiday, employees will be paid on the day before that holiday. When the day before the holiday is a work day, paychecks will be distributed at each work site. When the day before the holiday is a non-work day, paychecks will be mailed. During the summer and school vacations, paychecks will be mailed.
 - 2. The Nauset Education Association agrees to hold the School Committees harmless for any interest or penalties resulting from the non-performance of Article V, B. 1. providing such non-performance is not the fault of the School Committees.
- C. Wages for Unit A employees 2021-22: Effective July 1, 2021, the salary schedule will increase by 2.25%.; effective July 1, 2022, increase by 2.125%; effective July 1, 2023, increase by 2.125% with 185 work days as outlined in Article VIII.

2020 -2021: 2.5%	2021-2022: 2.25%	2022-2023: 2.125%	2023-2024: 2.125%
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- D. Salaries listed in Appendix A and Appendix B of the existing contract would increase by the percentages listed above for each year of the contract.

E. Hourly rates for curriculum development and other part time hourly work, except any work included in Appendix B or Appendix C, are as follows:

2020-2021: \$40.00

2021-2022: \$40.90

2022-2023: \$41.77

2023-2024: \$42.66

ARTICLE VI

Teacher Employment

- A. Full credit will be given to eligible employees upon initial employment for any applicable combination of the following reasons:
1. Comparable teaching experience. Breaks in service beyond five (5) years (except for approved leave) will not be credited as comparable teaching experience.
 2. Actual scheduled teaching experience in the military service (maximum credit of one [1] year).
 3. Peace Corps (maximum credit of one [1] year).
 4. Relevant business and/or industrial experience (maximum credit of one [1] year).
 5. Entry level for teachers will be up to step 3 (at the Superintendent's discretion), plus additional steps, one (1) per year of experience.
- B. New personnel will be placed on the proper step and scale of the Salary Schedule as determined by the Superintendent of Schools or designee in accordance with Article VI, Section A above.
- C. Employees participating in compensated athletic or extracurricular activities will be notified of his/her appointment in writing.

ARTICLE VII

Nurse Employment

- A. A School Nurse shall meet all appropriate regulatory standards of the Department of Education, Public Health, and any other governing agency.
- B. Nurses will work three (3) days more than teachers, earn salary credits in the same fashion as teachers, and have full use of salary lanes and steps in Appendix B.
- C. Step credit on the salary scale will be given year for year for specific experience as a school nurse, up to three (3) steps on our schedule, or on recommendation by the Superintendent for other valid experience which would relate to the nature of the work in our District. This credit may or may not be given on a year for year basis.
- D. No later than **June 1**, all nurses will be notified in writing whether they have been reappointed for the coming school year. Nurses not reappointed will be notified in writing of the reasons for the non-reappointment.

ARTICLE VIII
Work Year, Day, Hours

A. Work Year.

1. The work year will normally begin no earlier than the day after Labor Day and terminate after completion of the one hundred eighty-five (185) days for Teachers, one hundred eighty-eight (188) days for Nurses, Elementary School Guidance Staff (*includes K-12 Nurses and Elementary Guidance Counselors, Adjustment Counselors, School Psychologists and Social Workers*) and one hundred ninety (190) days for High School and Middle School Guidance Staff (*includes Director of Guidance, High School and Middle School Guidance Counselors, Adjustment Counselors, School Psychologists and Social Workers*). An employee must have worked 50% or more of his or her assigned schedule in the preceding school year, which credits Family Medical Leave Act (FMLA) and authorized paid and unpaid medical leave as periods worked, in order for that year to count as a year of service toward step advancement on the Wage Scale (Appendix A and Appendix B).
2. These work days will consist of the following:

FY21-FY24 Work Year and Paid Days

TYPE OF PAID DAY	Teachers	Guidance Staff- Middle School and High School	K-12 Nurses and Elementary Guidance Staff
Student Days (includes 2 Flexible Professional Development Days)	181	181	181
Two (2) days prior to start of student school year - one (1) Opening Day for all staff and one (1) Staff Collaboration Day	2	2	2
One (1) Building-based Professional Development Day	1	1	1
One (1) System-wide Professional Development Day	1	1	1
<u>Additional Days to be worked during each fiscal year</u>	N/A	5	3
<u>TOTAL NUMBER OF PAID DAYS</u>	185	190	188

3. Professional Development Days:
 - a. One (1) system-wide Professional Development day and One (1) additional full building-based Professional Development day
4. Nine (9) half days (included in the 181 Student Days)
 - a. Two (2) half days in March (2)
 - b. One (1) half day in Sept., Oct., Nov., Dec., Feb., April and May (7)
 - c. One (1) full building-based Professional Development day in November
 - d. One (1) full system-wide Professional Development day
5. System-wide professional development days will be planned by the District Director of Curriculum, Instruction, and Assessment in consultation with the Professional Development Committee. An exception to the work year is:
 - a. Professional Development Days will not include any Friday before Labor Day. In other years when Labor Day falls on the 5th, 6th, or 7th of September, the School Committees may determine to begin the work year on the Wednesday before Labor Day. Student and teacher calendars will be voted by the School Committee after consideration and recommendation by the Curriculum and Assessment Committee.
 - b. At the request of the Superintendent, recognized employees under this contract being employed in this system for the first time may be required to attend up to *three* (3) additional days prior to the opening of school. These days may begin two weeks prior to Labor Day weekend and will be for the purpose of orientation and as an introduction to the mentoring process.
6. Within their normal work day, employees may be asked to attend meetings, excluding Fridays and days immediately preceding holidays or non-school days. These meetings will be from the aggregated administration time. For meetings held beyond the student day, grades PreK-12 will attend a maximum of two (2) meetings per month for purposes as outlined by the Principal or Superintendent. In lieu of a 3rd monthly meeting, teachers will work collaboratively or individually a minimum of ten (10) hours annually on curriculum, instruction, and/or assessment projects (e.g. unit plans, assessment tools or strategies, review of iPad apps and follow-up use with students, co-planning with curriculum materials, collaborative scoring of common student assessments, creation of lessons/units with embedded use of technology). These projects could be identified as part of the goal-setting process with the Principal or may be mutually agreed upon as a worthwhile project outside the realm of a staff member's annual goals. These projects may be used as evidence during the evaluation process and submission of the evidence will follow evaluation guidelines and timelines. Otherwise, it is expected that projects will be completed by June 1st of each school year. Discrepancy in the approval of curriculum, instruction, or assessment projects may be appealed through the District Director of Curriculum, Instruction, and Assessment
7. Employees may be required to attend up to five (5) evening activities per year, assigned by the Principal. These activities will last no longer than three (3) hours. Evening activities are defined as those that occur between 4:30 – 8:00 P.M.
8. Employee participation in compensated extracurricular activities will be voluntary and, once such agreement has been made, it is part of a separate written contract for the school year.
9. Employee participation in non-compensated extracurricular activities will be voluntary. Employees will not be asked to participate in any non-compensated extracurricular activity that was previously compensated.
10. Part-time employees will attend a percentage of all meetings as outlined in Article VIII. A.4. The percentage of time to be determined by the amount of time employed.

11. Conferences for all teachers shall be scheduled for fifteen (15) minutes using an online program, such as “pickAtime”. Parents may choose to attend a conference either remotely or in person. Principals shall be present in the school building for the duration of all conferences.
12. The Committee will provide release time, two (2) times per year, to those elementary teachers with nineteen (19) or more conferences to conduct. That release time will be sufficient to accomplish those conferences in excess of eighteen (18).

B. Employees' Work Day.

1. All Levels (Pre K-12)

- a. Within the normal work day, teachers will be responsible for one student assistance time per week that will be scheduled based upon availability and need of the students and the teacher. This time may change from one week to the next based upon mutual availability and need. Student assistance time will begin during the month of September and end during the month of June. Other student assistance shall be voluntary on the part of the teacher.
- b. Excluding early dismissal, the employee work day will be aggregated time to a work week that will include thirty-seven and a half (37.5) hours. Normal student-teacher contact time, other than student assistance or extracurricular assignments, will be scheduled within a daily six (6) hour and fifteen (15) minute period for Preschool to Grade 8, and six (6) hour and twenty-two (22) minute period Grade 9 to 12. This period of six (6) hours and fifteen (15) minutes, or six (6) hours and twenty-two (22) minutes will be scheduled between 7:00 a.m. and 4:30 p.m. with the exception of the High School dropout prevention program. Teachers will be notified of their scheduled hours by June 15. Student-teacher contact during a differentiated day would be considered instructional. Stipend assignments (e.g. clubs) are not suitable for differentiated schedules.
- c. That portion of the work day which administration may apportion shall be aggregated weekly at the rate of thirty-three (33) minutes per day for a total of one hundred and sixty-five (165) minutes per week. The first half hour beyond the student day shall be apportioned by the principal, except that no more than fifteen (15) minutes may be apportioned after school on a day when there is an evening meeting. The aggregated balance of the required work week shall be apportioned at the discretion of the individual teacher. The administrative aggregated time may be assigned for contractually permitted purposes such as meetings, student assistance, time required to be in school before or after the student day. No meeting shall extend beyond one (1) hour. There will be no aggregation of time on in-service days.
- d. Within the thirty-seven and a half (37.5) hour teacher workweek, normal student-teacher contact other than student assistance or extracurricular assignments, will be scheduled as provided in Article VIII B. 1.b. A scheduling committee will be formed as part of the scheduling process in each school and voluntary participation on this committee will be communicated to all staff. A wide representation of staff members including classroom teachers, special education teachers, specialist teachers (e.g. Physical Education., Art, Music, Library, and Technology), educational assistants, and support staff will be sought for this committee. The purpose of the scheduling committee will be to consider changes to the student day and adjustments to the existing schedule that may maximize student learning time and allow co-planning time and/or collaboration time among staff. Consideration will be given to all factors impacting scheduling (e.g., age of students, service delivery for students on Individual Education Plans (IEPs), coverage of recess/lunch duties, Title I services and interventions, creation of blocks for instructional time, transitions). The goal of the scheduling committee will be to determine a foundation schedule by June 1 for the subsequent year.
- e. All assignments shall be made equitably by the Principal. This includes, but is not limited to, bus duty, late duty, corridor duty, and cafeteria duty.

- f. Exceptions to the provisions of Article VIII. B. 1. may be made only if the School Committee (or designee), and Association jointly determine that it is necessary to do so in the best interest of the educational process.
 - g. For teachers who are employed at more than one (1) level (PreK-5, 6-8, or 9-12), every effort will be made to apply the items in Article VIII. A.3., Article VIII. A.4., and Article VIII. A.5. to those teachers in proportion to their time spent at each level.
 - h. Under emergency conditions, as determined by the building principal, teachers may be given additional assignments as necessary on a non-continuing basis.
 - i. Teachers shall be required to remain at school during the work day except for field trips and activities normally held out-of-doors. Teachers may, however, be excused at the discretion of the Principal.
 - j. Duty Free Lunch within the Student Day.
 - (1) Elementary teachers receive a twenty-five (25) minute duty-free lunch period when the cafeteria is open and serving.
 - (2) Middle School teachers receive a twenty-five (25) minute duty-free lunch period when the cafeteria is open and serving.
 - (3) High School teachers receive a duty-free lunch period when the cafeteria is open and serving.
 - k. One individual may be appointed Department Head of each academic department, overseeing Grades 6 through 12, with responsibilities consistent with the current Grades 9 through 12 Department Heads. This position will be paid in accordance with the prevailing rate for High School Department Heads and have reduced teaching responsibilities equivalent to an additional free block at the High School, beyond the usual Department Head schedule. An Assistant Department Head will be based in the school other than that in which the Department Head has primary teaching responsibilities, and be paid the rate in place for Middle School Subject Coordinators.
 - l. The Committee agrees to limit teacher pullout for professional development activities for teachers with professional teacher status to nine (9) days over the course of three (3) years. The use of flexible professional development days by staff will not count toward these nine (9) days.
2. Elementary (Preschool-5).
- a. Elementary teachers' student contact time shall be no more than twenty-four and a quarter (24 1/4) hours weekly. Each elementary teacher will be assigned supervision of students during recess or lunch a maximum of two (2) times per week.
 - b. All elementary school teachers shall have sixty (60) minutes preparation time daily; a minimum of fifty (50) continuous minutes of preparation time daily within the student day. The fifty (50) minutes of continuous preparation time is with the understanding that student pick-up and drop-off may fall within this time. In addition to the preparation time above, teachers will have a minimum of twenty-five (25) consecutive minutes per week within the student day for the purpose of co-planning and collaboration.
 - c. Elementary teachers shall have a preparation period when their students are being taught by specialists in music, art, library, or physical education, or by the building principal, or by any other qualified educator, except when advance notice has been given that a demonstration lesson for the benefit of the teacher and involving new techniques and/or materials is to be taught. Except in extraordinary, nonrecurring circumstances, preparation time will be free of administrative responsibilities.

- d. During each school year, elementary teachers inputting grades electronically, and/or preparing narrative progress reports, and/or participating in parent/teacher conferences will be given one (1) half day prior to each reporting term for the preparation of report cards with narratives and for conferences. All classroom teachers will write narratives for all their students. This time shall be accomplished through release time which may or may not be at the same time for all elementary teachers.

3. Middle School (6-8).

- a. A full time teacher shall be scheduled for twenty-one (21) fifty-five (55) minute classes per week based on the current six (6) period day. For Special Education Teachers with instructional assignments, two (2) periods a week shall be provided for their special education responsibilities (observation, consultation, contributing to IEP development, progress monitoring, progress reporting, attending IEP meetings). These two periods shall count toward a total of twenty-one (21) periods. All other Special Education requirements shall be the responsibility of the Middle School Evaluation Team Leader or the Special Education Coordinator. Homeroom assignment shall count as one class toward the total of twenty-one (21). During the six and one quarter (6 ¼) hour student instructional day, the teacher shall be assigned and scheduled for non-instructional duties, such as: department collaboration; team planning time; hall, bus or lunch duty; or duties which relate to the teacher's subject area (i.e., gym equipment inventory, computer lab updating, etc.). Time must be apportioned by the principal for the completion of any assigned tasks, such as homeroom and other teacher responsibilities. In the event that the administration wants to change to an alternate schedule, after collaboration with staff at the scheduling committee, the same percentage/number of hours per week of teaching time would apply.
- b. Excluding early dismissal days, each teacher shall receive one preparation period daily.
- c. The daily preparation time shall total fifty-five (55) minutes, comprising at least one forty (40) minute increment. This shall not cause any reduction in core academic instruction. Except in extraordinary, nonrecurring circumstances, preparation time shall be free of administrative responsibilities.
- d. During the period between the close of grades and parent-teacher conferences, team planning time shall be available to middle school teachers in order to prepare for parent-teacher conferences and for use in the preparation of report cards.

4. High School (9-12).

- a. Based on a four (4) period day, the teacher's day shall be no longer than seven and one half (7.5) hours.
- b. There will be eight (8) eighty-five (85) minute periods in a two (2) day span.
- c. In a five (5) class teaching schedule, each teacher will have a daily planning period. Individual schedules will reflect a rotating period that will result in additional meetings of a teacher's regularly scheduled classes and preparation periods. This occurrence will happen once every fourteen (14) school days for each class.
- d. Except in extraordinary, nonrecurring circumstances, preparation time will be free of administrative responsibilities.
- e. Department heads will be provided with adequate time to perform their supervisory duties within said schedule and without being deprived of their guaranteed daily preparation time. Note: This section does not apply to subject coordinators.

5. Nurses' Hours and Workload.
 - a. Except in emergencies, no extra duties shall be assigned which will interfere with the normal responsibilities of the nurse.
 - b. The nurses shall be expected to carry out all duties and responsibilities as set forth in the school nurse job description.
 - c. A duty-free lunch period shall be provided for the nurses unless it is interrupted by an emergency involving the health of a student.
6. Therapists and Counselors Work Day
 - a. Therapists (speech, occupational, and physical therapy) and Counselors (guidance, school adjustment, social workers, and school psychologists) may be scheduled to work earlier than other teachers (between 7:00 A.M. – 8:15 A.M.) or may be scheduled to work later than other teachers (between 1:30 P.M. and 4:30 P.M.) in order to provide their services to students and or the students' families. If a therapist or counselor is assigned to work either before or after the regular student day of the building in which they are working, their total working day of seven and one half (7.5) hours shall not be split. In no instance shall these teachers work a longer day or work week than outlined in Article VIII, Section B.1.b.

ARTICLE IX

Class Size and Special Programs

- A. The School Committees will make every effort to maintain an average class size in conventional academic groups in grades Pre K-12 at twenty-five (25) students per classroom teacher.
- B. In the light of modern educational developments, it is essential to move toward flexibility relative to numbers of teachers and students participating in the process of teaching and learning. Class sizes will be appropriate to each learning situation and will be no greater than the number for which the facility was designed.
- C. The Committees and the Association recognize the value of an adequate number of competent specialists, and will keep informed of new programs. To the extent that funds are available, personnel will be secured as the need arises. Teaching loads will be appropriate to their specialties.

ARTICLE X

Non-Teaching Duties

- A. The Committee and the Association acknowledge that a teacher's primary responsibility is to teach and that his/her energies should, to the extent possible, be utilized to this end.
- B. Furthermore, the Committee and the Association recognize that such learning is achieved by students through the interpersonal relationship between the student and teacher during many activities other than regular formal classroom (teaching) situations. However, the Committee agrees that many duties of a clerical and housekeeping nature, such as those listed below, should be minimized as much as possible.
 1. Supervision of cafeterias, corridors, sidewalks, and buses.
 2. Keeping registers.
 3. Collecting and accounting for money.

ARTICLE XI
Assignment

- A. Teachers will be notified, within the range of reasonable timing, in writing, of their program for the coming school year, including the schools to which they will be assigned, the grades and/or subjects that they will teach, and any special or unusual classes that they will have, as soon as practicable and, under normal circumstances, not later than two (2) weeks prior to the last day of school.
- B. In order to assure that pupils are taught by teachers working within their areas of competence, teachers will not be assigned outside the scope of their teaching certificates and/or their major or minor fields of study, except as provided by the laws of the Commonwealth.
- C. Changes in grade assignment in the elementary schools, and in subject assignment in the secondary schools, shall be at the discretion of the Principal/Superintendent. Although involuntary changes may be necessary, requests for voluntary changes will be considered and said requests shall be submitted to the Principal in writing, on or before **April 1** of the year preceding the change. Involuntary changes by the Principal shall not be done in an arbitrary, unfair, or capricious manner. When vacancies occur after April 1, the April 1 deadline for filing requests will be waived.
- D. In arranging schedules for teachers who are assigned to more than one school, an effort will be made to limit the amount of inter-school transportation. Such teachers will be notified of any changes in their schedules as soon as practicable. Teachers employed in more than one elementary school shall be employed by Superintendency Union 54 with seniority and tenure earned directly from the Superintendency Union. Teachers who are assigned to more than one school in any one school day will receive compensation for inter-school transportation. Teachers who receive travel compensation will present evidence that they are insured to minimum liability limits as follows:
 - 1. \$25,000 bodily injury - each person.
 - 2. \$50,000 bodily injury - each accident.
 - 3. \$10,000 property damage - each accident.
- E. Assignments will be made without regard to race, color, creed, religion, national origin, ethnic characteristics, sex, marital status, sexual orientation, gender identity, disability, homelessness, veteran status, or age.

ARTICLE XII
Nurse Assignment

- A. Nurses shall be notified as early as possible of any changes planned in his/her school assignment, location in a building, or in any matters involving a change in routine or duties.
- B. Nurses shall receive travel compensation for any necessary travel connected with their duties. They will present evidence that they are insured to minimum liability limits as follows:
 - 1. \$25,000 bodily injury - each person.
 - 2. \$50,000 bodily injury - each accident
 - 3. \$10,000 property damage - each accident.

ARTICLE XIII
Employee Evaluation

- A. All aspects of the evaluation process will be consistent with and in compliance with the standards contained in the Massachusetts Department of Education Laws and Regulations.
- B. Only the approved, contractually agreed upon evaluations forms and procedures will be utilized throughout the school system.
- C. Evaluation and observation will always be in an open and ethical manner.
- D. Employees will have the right upon written request to the Principal or Superintendent to inspect, by appointment, the contents of their evaluation file. An employee will be entitled to have a representative of the Association accompany him/her during such review (Chapter 71, Section 42C).
- E. All material, which will be placed in any local evaluation file, will bear the employee's initials. Such initials or signature in no way indicates agreement with the contents thereof. The employee will also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent and attached to the file copy.
- F. Any complaints regarding an employee upon which action is to be taken by the administration, made to any member of the administration, or by any parent, student, or other person, will be promptly called to the attention of the employee.
- G. The Association recognizes the authority and the responsibility of the Principal for reprimanding an employee for delinquency of professional performance. If an employee is to be reprimanded by a member of the administration at or above the level of the Principal, he/she will be entitled to a member of the Association to be present. The administrators are not to be denied the right to give constructive criticism to members of the faculty.
- H. No employee will be reprimanded or dismissed or lose professional advantage without just cause. This section shall not apply to the non-renewal of a teacher without professional status to a Contract of Employment.
- I. A teacher without professional status of ninety (90) days or more and to whom a recommendation has been made for dismissal or for non-renewal of contract shall be so notified in writing of the reasons for that recommendation and, if requested, a teacher without professional status shall be granted a hearing by the Superintendent of Schools. A teacher without professional status may grieve a dismissal which occurs during the contract year, but may not grieve a non-renewal.
- J. The parties shall jointly negotiate all evaluation criteria and forms.
- K. The parties may agree to form a Joint Labor-Management Study Committee, which shall consist of up to seven (7) members from the Nauset Education Association (NEA) and up to seven (7) members from the Administration, representing the School Committee. The purpose of said Committee shall be to work collaboratively to resolve issues of importance affecting the teachers or the administration. The Joint Labor-Management Committee shall meet from time to time to review these issues, including but not limited to the implementation of initiatives mandated by the Massachusetts Department of Elementary and Secondary Education (DESE) or some other federal, state, or local government.

ARTICLE XIV
Guidance Personnel

- A. The salary of the Director of Guidance is to be the individual's step and scale on the Salary Schedule – Director

of Guidance, High School and Middle School Counselors, School Psychologists and Social Workers. The Director is required to work an additional five (5) days per year beyond the standard Teacher work days and these days are to be scheduled by mutual agreement with the Principal. The five (5) additional days have been incorporated into the attached Salary Schedule, which then become the base earnings for this position.

- B. The salary of the Director of Guidance is to be the individual's step and scale on the Salary Schedule – Director of Guidance, High School, Middle School Counselors, School Psychologists and Social Workers, plus a stipend as Department Head at the appropriate rate set forth in Appendix D.
- C. The salaries for School Counselors, School Psychologists and Social Workers shall be each individual's step and scale on the Salary Schedule – Director of Guidance, High School, Middle School Counselors, School Psychologists, and Social Workers. High School and Middle School Counselors and Psychologists will be required to work an additional five (5) days per year beyond the standard Teacher work days and these days have been incorporated into the attached Salary Schedule. Elementary School Counselors, School Psychologists and Social Workers are required to work an additional three (3) days per year beyond the standard Teacher work days and these days have been incorporated into the attached Salary Schedule. These days are to be scheduled by mutual agreement with the Principals.
- D. The School Committee shall make every effort to keep the student counselor ratio, on the regional level, at no more than 350-1.
- E. The School Committee shall make every effort to keep the student counselor ratio, on the elementary level, at no more than three hundred fifty (350) to one (1).
- F. The length of time worked by counselors shall be the same as that worked by classroom teachers. Counselors may be required to work up to two (2) evenings per month as directed by the Superintendent or designee and, in cases where evening work occurs, the counselor will receive compensatory time during the regular school day. It is agreed that no counselor will be directed to work during the evening unless at least one (1) other professional employee is scheduled to be present in the building during the same evening hours. Further, in addition to the work hours required by this section, high school guidance counselors will be required to work an additional two (2) hours per week at the curriculum rate as noted in Article V. Section F. No high school counselor will be required to work more than one (1) extra hour per day, and these additional hours shall not be required on a Friday, or the day before a holiday or vacation.

ARTICLE XV

Professional Growth

- A. The Committee and Association recognize that teaching is a professional endeavor, and in order to promote creative growth and quality education, agree that it is the responsibility of each teacher to pursue excellence in his/her field of teaching, and shall make every effort to engage in courses of study, community involvement with youth, curriculum studies, workshops, travel, tutorial services, independent study, and other pursuits deemed to improve teaching proficiency.
- B. Movement from one column to the next higher column in the salary scale will be based upon proof of attainment of required number of college credits with proof of completion of degree program. All courses to be applied for salary credit must be approved by the Superintendent of Schools in writing **IN ADVANCE** of taking said course. Such approval shall not be unreasonably withheld. Teachers in a two (2) year Master's program will submit the schedule of courses with the first course pre-approval form. In the event that the college/university changes the sequence of courses after a pre-approval form has been submitted, the change shall be approved provided that it is listed as one of the courses in the program's sequence and it is submitted upon notification from the college. If the College/University Program substitutes a course, the change will be approved provided that there is notification

from the College and the course sequence is updated. Movement to a new salary lane, based upon earned course credits or a new degree, shall not take effect until the next budget year. The School Committee agrees to honor a new degree only when the degree's major emphasis has significant relevance to the teacher's present assignment, or when the new degree is in guidance or administration. No movement will be allowed unless the Superintendent is notified in writing of the anticipated move prior to **May 1** of the current school year. Such written notification applies only to a movement commencing the following school year. If such a movement does not occur the following school year then notification must be given again by **May 1** of the year preceding the year in which salary movement is anticipated. Teachers should look within the Teachpoint system (or any other professional development tracking system) at any time to confirm the number of credits beyond their degree.

- C. No payment shall be made before transcripts or similar records are submitted to the Superintendent's office for recording.
- D. Credits earned under previous Nauset contracts will be honored.
- E. Employees newly hired into this system may have courses applied for salary credit provided they pertain to the assignment for which the employee is hired, or for other pertinent coursework (such as credit for course work towards administrator licensure or towards guidance/counselor licensure) as determined solely by the Superintendent of Schools. Such approval shall not be unreasonably withheld and be given to the employee in writing.
- F. No salary credit shall be approved for online courses that are not through an accredited college or university. Online courses that are through an accredited college or university must be approved in advance of the course being taken by the Principal and Superintendent.
- G. Salary credit for undergraduate courses may be approved at the Superintendent's discretion.
- H. Salary credit shall be allowed only for those approved graduate level approved courses wherein a grade of B minus (B-) or higher is achieved.
- I. Nauset professional development and professional growth will align with the Massachusetts Department of Education Standards for Teacher License Renewal. Effective 7/1/11, the accumulation of Nauset credits will cease; only graduate credits from a bona fide college or university may be used for salary lane changes. Nauset credits earned prior to 7/1/11 would still be allowed.
- J. Increment payments for those not at the maximum step, and longevity payment increase, or credit toward longevity for those on the maximum step, will be allowed only when the Superintendent is advised in writing of such successful accomplishment of the Professional Growth Plan before the preceding **January 1**.
- K. Professional growth activities will be supported through an annual appropriation in the budgets. Effective July 1, 2021, the funding level shall be \$140,000. Teachers who already possess a Master's degree shall be limited to reimbursement for a maximum of nine (9) credits per contract year. Teachers who are enrolled in a Master's degree program may receive reimbursement for a maximum of the Master's program credit requirements thirty (30) to thirty-six (36) credits over the course of two (2) contract years.. The funds may be used for professional growth items including, but not limited to:
 - 1. Course reimbursement in the amount of up to \$400 for each credit.
 - 2. Sabbatical leaves.
 - 3. Other professional development pursuits.

4. Costs associated with workshops and in-service.
5. Costs associated with providing courses on the Cape.
6. Projects and services beyond regular teacher professional duties, e.g., mentoring, demonstrated teaching, curriculum development, peer coaching, etc.
7. Nurse-related courses and other professional development activities.

For professional growth items listed above as items '1' through '7', the Professional Development Committee shall review proposed costs and shall vote whether or not to approve payment for such items. Payment for items '1' through '7' shall not cause the inability for teachers to receive reimbursement for graduate college-credit courses per the language above within a given contract year.

- L. Courses that are submitted for approval with a start date prior to July 1, 2021 but after May 1, 2021 and with an ending date after July 1, 2021 shall be reimbursed at the rate of \$400 for each credit if completion of the course satisfies the requirements as outlined above.

Courses with an ending date after July 1, 2021 shall count toward the maximum number of credits allowed for the school year in which the ending date of the course occurs (e.g. a course with an ending date of July 15, 2021 shall count toward the maximum number of credits allowed in 2021-2022). For online courses without an established start and/or ending date, the start date will be set based upon the final approval date of the course. Participants will be allowed a maximum of one (1) year to complete an online course and submit the necessary documentation (proof of grade, number of credits, and proof of payment along with completed reimbursement form) in order to be eligible for reimbursement.

Submission for reimbursement for any given school year must occur by August 15th following that school year (e.g. a course completed in May of 2021 must be submitted for reimbursement by September 1, 2021), or it will be carried over into the subsequent school year for the purpose of determining costs taken from the professional growth fund as outlined in Article XV, section K for a given contract year."

- M. Staff members who agree to be professional development presenters for District-sponsored programs/workshops will earn the current rate for work per hour. For the initial presentation by staff, paid preparation time can be up to twice (2x) the hours of the actual workshop time. For the second presentation of the same workshop by staff, presenters may earn up to the actual workshop time (to allow for revisions/refinements to the workshop) for presentation work. Presenters will not be paid for preparation time after the second workshop with the same or nearly the same content. Presenters will earn Professional Development Points (PDPs) as agreed upon in the contract for workshop presentations. Each school will have a Faculty Council to plan, with the Principal, school-based professional growth activities. Majorities of both the Faculty and Professional Development Councils shall be teachers.
- N. Staff members who agree to be professional development presenters for District-sponsored programs/workshops will earn the current rate for work per hour. For the initial presentation by staff, paid preparation time can be up to twice (2x) the hours of the actual workshop time. For the second presentation of the same workshop by staff, presenters may earn up to the actual workshop time (to allow for revisions/refinements to the workshop) for presentation work. Presenters will not be paid for preparation time after the second workshop with the same or nearly the same content. Presenters will earn Professional Development Points (PDPs) as agreed upon in the contract for workshop presentations.

ARTICLE XVI

Professional Development and Educational Conferences and Workshops

- A. The Committee will pay the reasonable expenses (including fees, meals, lodging, and/or transportation) incurred by employees who attend workshops, seminars, conferences or other professional improvement sessions with the advance approval of the Principal and Superintendent of Schools.
- B. Notices of conferences and workshops received by the administrators of the various schools and the Superintendent of Schools shall be passed on to those employees involved either through the department heads or on the faculty bulletin board.
- C. Staff participating in the Flexible Professional Development Day will complete a "Conference/Workshop/Flexible Professional Development Day Request" form and receive advance approval of the Principal and Superintendent of Schools. Staff members who are participating in Flexible Professional Development Day activities during a scheduled 'student day' are expected to complete their work within one of the District buildings. Exceptions shall be made for visits to other schools, offsite workshops, or when attendance at an offsite location (e.g. Cape Cod Museum of Natural History) is required as part of their professional development work. The Committee will pay the reasonable expenses (including registration fees/travel) incurred by employees up to a maximum of two hundred dollars (\$200) per staff member per year when there is a cost for a conference/workshop. Costs beyond the two hundred dollars (\$200) per staff member may be approved by the Principal and Superintendent if funds are available. Staff shall receive Professional Development Points (PDPs) for work accomplished during Flexible Professional Development Days when at least eight (8) of the ten (10) Massachusetts Standards for High Quality Professional Development are met. Staff should complete a Professional Development Points (PDPs) Proposal Form and have it signed when Professional Development Points (PDPs) are a desired outcome for individual/collaborative work during a Flexible Professional Development Day.
- D. Staff who receive approval for a Flexible Professional Development Day that is not a scheduled student day will be allowed to take a compensation (comp) day during a scheduled student day. Notification of absences due to a compensation (comp) day shall be made in advance and the scheduled date shall be approved by the Principal using the "Leave Request Form". Compensation (comp) days shall not be allowed to extend a vacation, or on a day immediately before or immediately after a holiday or holiday weekend.

ARTICLE XVII

Leaves of Absence: Sick Leave, Parental Leave, FMLA Leave, Personal Leave, Bereavement Leave and Other Leaves

- A. Sick Leave
 - 1. Number of Sick Days: Employees will be entitled to fifteen (15) days sick leave each school year. Unused sick leave may be accumulated from year to year up to one hundred eighty two (182) days. Part-time employees shall be entitled to benefits set forth in this Article on a pro-rata basis as determined by the Superintendent of Schools.
 - 2. Use of Sick Leave: Sick leave shall be granted at the discretion of the Principal or Superintendent to employees only under the following conditions:
 - a) Self/Own Illness:

- (1) When an employee is incapacitated for the performance of his or her duties by sickness, injury or disability;
 - (2) Through exposure to contagious disease, or when the presence of the employee at his/her post of duty would jeopardize the health of others;
 - (3) When the employee has an appointment with a specialist or is having a scheduled medical procedure, the appointment could not be scheduled during a non-work day or during non-work hours.
 - (4) Sick leave will not continue beyond five (5) work days without written verification of the illness, injury or disability by the employee's attending physician. Note that sick leave for an employee's own illness may fall under the provisions of the Family and Medical Leave Act "FMLA". Additional sick leave (paid or unpaid) may be granted, of up to twelve weeks in a rolling twelve month period, for an employee's own illness. An employee's accrued sick time may be applied to such leave. See Appendix E for more details on FMLA leave.
- b) Family Sick Leave: An employee may use up to ten (10) days of his/her own sick days per year in order to care for an ill member of the immediate household, including step-families, and the following family members: spouse, domestic partner, parents, children, sister, brother, grandparents, mother-in-law and father-in-law. The Superintendent, in his/her sole discretion may allow for the use of additional sick time by the employee. In cases where FMLA is applied, written verification of the illness, injury or disability by the family member's attending physician is necessary. Note that sick leave for a family member may fall under the provisions of the FMLA. Additional unpaid FMLA leave may be granted by the Superintendent, of up to twelve weeks in a rolling twelve month period, for illness of a family member. (See Appendix E for more details on FMLA leave.)
- c) Parental Leave (Maternity/Paternity/Adoption Leave): Employees may use accrued sick leave during approved leave of absence for purpose of birth or adoption of child; said leave to be subject to parameters of Massachusetts Parental Leave Law ("MPLL") and the FMLA. If an employee who is eligible for Parental Leave and/or FMLA leave does not have accrued sick time, he or she may take the time off without pay. The MPLL and the FMLA describe the amount of time (i.e., not the amount of pay) an employee is entitled to take off from work for the birth or adoption of a child. See Appendix E for details on Parental Leave. A brief summary is provided below:

- (1) MPLL: Provides ¹full-time employees, male or female, who have completed three months of service, up to eight (8) consecutive weeks of leave immediately following the birth or adoption of a child. Nauset Public Schools allows an employee to use his or her accrued sick time to receive pay during MPLL leave (for time the employee would ordinarily be at work.) MPLL leave time is counted in continuous weeks, and school break periods are included in counting the number of weeks. In the event two employees of the School District are the parents of the same child, those two employees are only entitled to one aggregate period of eight weeks of unpaid Parental Leave between them (rather than 16 weeks between them).
- (2) FMLA Leave for Birth or Adoption of Child: Concurrent with the MPLL, the FMLA provides full-time employees, male or female, who have completed a year of service, up to twelve work weeks of leave in a twelve month period (Nauset Public Schools use a rolling twelve month period to calculate FMLA leave time) for birth or adoption of a child. An employee may use his or her accrued sick leave during an FMLA absence for the purpose of birth or adoption of a child. Under FMLA, school

¹ Section 101(2) of the FMLA defines an eligible employee as, among other things, one who has been employed for at least 1,250 hours of service with such employer during the previous 12-month period. Full-time teachers of an elementary or secondary school system are deemed to meet the 1,250 test. Leave for ineligible part-time employees will be granted under the applicable "Sick Leave", "Miscellaneous Leave" and "Other Leave" provisions of this contract.

vacation weeks do not count against an employee's twelve (12)-week FMLA leave entitlement.

(3) MPLL and FMLA run concurrently (i.e., they overlap, and are not added together.)

(4) An employee with Professional Status may also request additional unpaid leave for child rearing purposes. See item H.2.)

d) **FMLA Leave:** In addition to the reason of the birth or adoption of a child, a full time employee who has completed a year of service is entitled to take up to twelve (12) weeks of leave in a rolling twelve (12) month period for the following additional reasons, and may apply accrued sick time to said leave (See Appendix E for more details on FMLA leave.):

(1) Employee's own serious health condition

(2) Serious health condition of immediate family member

(3) Qualifying exigency arising out of the fact that a spouse; son/daughter, parent is on covered active duty or call to covered active duty status with the Armed Forces.

(4) Employee is the spouse, son/daughter, parent or next of kin of a covered service member (a current member of the Armed Forces, including a member of the National Guard or Reserves, who is receiving medical treatment, recuperation, or therapy, or is in outpatient status, or is on the temporary disability retired list)with a serious injury or illness.

e) **Sick Time for Bereavement:** In special circumstance, the Superintendent may grant additional bereavement days beyond the standard (see Article XVII, section E for further details on bereavement leave); said bereavement days to be deducted from an employee's accumulated sick leave.

3. **Approval of Sick Leave and Notice Requirements:** The granting of sick leave is solely at the discretion of the Principal or Superintendent but, if granted, the provisions of Article XVII, section A above must be followed. Notifications of absences under Section A shall be given as early as possible on the first day of absence. If such notification is not made, such absence may, at the discretion of the Principal or Superintendent, be applied to absence without pay at a per diem rate. If concrete evidence exists, which shows abuse of sick leave for any period of absence on account of sickness, the Principal or Superintendent may require, for the purpose of additional evidence only, a physician's certificate for the necessity of such absence. If such a certificate is not filed within five (5) school days after a request is made, such absence may be applied by the Principal or Superintendent to absence without pay. It is agreed that the rate of pay is the current per diem rate.

4. Sick Leave Bank:

a) A Sick Leave Bank will be established for all parties governed by the Master Agreements of all employees represented by the Nauset Education Association. The Sick Leave Bank will be instituted to assist those staff whose sick leave accumulation is exhausted through prolonged illness, and who require additional leave.

b) All permanent employees, as stipulated above, will give one (1) sick day to initially fund the bank from their annual sick leave entitlement from the year the bank begins operation.

c) All new permanent employees will give one (1) sick day to join the bank upon initial employment in Nauset.

d) Participation in the bank will be mandatory. The accrued balance in the Sick Leave Bank shall continue from year to year.

- e) The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of six (6) members. Three (3) members shall be designated by the school committees to serve at their discretion, one (1) of the designees to be the Superintendent of Schools, and three (3) members shall be designated by the Association. If a tie in voting occurs relative to the granting of Sick Leave Bank days, a tie vote will constitute a denial of the request. Decisions of the Sick Leave Bank Committee shall be final and shall not be subject to appeal or to the grievance or arbitration procedure. Applications must be made to the Superintendent who must bring the matter to the Sick Leave Bank Committee within ten working days.
- f) Any request denied by the Sick Leave Bank Committee may be reconsidered upon presentation of new information substantiating the need.
- g) The Sick Leave Bank Committee shall determine the eligibility for use of the bank, and the amount of leave to be granted. The following criteria shall be used by the Committee in administering the bank, and in determining eligibility and the amount of leave.
 - i. Prior utilization of all eligible leave including sick, personal days, and vacation leave.
 - ii. Documented medical evidence of serious, extended illness.
 - iii. Propriety of use of previous sick leave.
- h) The Sick Leave Bank Committee will have access to Nauset attendance and sick leave records of staff who request days from the sick leave bank.
- i) The initial grant of sick leave by the Sick Leave Bank Committee shall not exceed thirty (30) days. Requests for additional days may be requested in increments up to thirty (30) days upon demonstration of continued need by the applicant.
- j) The Sick Leave Bank Committee shall replenish the bank by the contribution of one (1) additional day of sick leave per permanent employee whenever the balance in the bank falls below one hundred (100) days. This additional day will be deducted from each employee's annual allotment of sick leave.

5. Sick Leave Buy Back: Sick leave benefits shall be used as severance pay upon termination after twenty (20) years of service in the Nauset Public Schools at a rate of twenty five dollars (\$25) per day for all unused sick days in excess of one hundred (100) days, except that any employee will not be eligible for any payment of unused sick days if dismissed with just cause.

B. Personal Leave

1. All employees shall be entitled to two (2) days of personal leave each year for matters which cannot be accomplished outside of school hours. Such leave shall be approved by the Principal and is not cumulative. (No reason needs to be given.) Personal days shall not be used to extend vacations. One (1) day notice should be given (minimum) to provide time for substitute arrangements. Personal days shall not be allowed on the day immediately before or immediately after a day off, holiday, or vacation, except in an emergency.
2. At the end of a given school year, an employee who has a credit of one hundred (100) sick days will be entitled to credit any unused personal day(s) for that year in a special "accumulated personal day account" separate from the accumulated sick leave account.
3. These accumulated personal days will be available for severance pay at the same rate and under the same conditions as accumulated sick leave in accordance with Article XVII, Section 5.

4. Personal leave will be taken in whole day increments, except in cases where leave is being requested and used under the provisions of the Small Necessities Leave Act, in which case leave may be taken in increments of no less than one (1) hour.

The Nauset School Committees and the Nauset Education Association recognize the intent of the contract's language on Personal Days; that is, that Personal Days are available for "matters which cannot be accomplished outside of school hours" (Article XVII, Section B.1.). The parties acknowledge the administration's responsibility to investigate the possible misuse of personal days. The Committees agree that the administration will notify the NEA of its intent prior to any intervention with staff regarding the use of personal days.

- C. Small Necessities Leave: A full-time employee who has completed a year of service is eligible to take up to twenty-four (24) hours of time off in a twelve month period under the Massachusetts Small Necessities Leave Act for purposes of (see Appendix E for full details):

1. To participate in school activities directly related to the educational advancement of a son or daughter of the employee, such as parent-teacher conferences or interviewing for a new school;
2. To accompany son or daughter of the employee to routine medical or dental appointments, such as check-ups or vaccinations;
3. To accompany an elderly relative to routine medical or dental appointments or appointments for other professional services related to the elder's care

An employee may utilize accrued personal time for Small Necessities Leave. If no personal time is available, the leave will be unpaid.

- D. Work Related or Educational Leave: To the fullest extent possible, each teacher shall be granted, upon request, at least one (1) day yearly for the purpose of visiting other schools or attending meetings of an educational nature. Arrangements and approval to be at the discretion of the building principal. In lieu of visiting other schools and/or attending meetings of an educational nature, it is agreed that this section may be utilized by elected delegates only, to attend the annual Massachusetts Teachers Association annual business meeting. Said delegates must represent the Nauset Education Association, or the Massachusetts Teachers Association. For each such delegate missing school as a result of attending this business meeting, the Nauset Education Association agrees to reimburse the District for the full costs of such employees. It is further agreed the President or the Vice President of the Nauset Education Association will be entitled to paid leave on five (5) additional days for the purpose of attending to business of the Association. The Association will reimburse the school committee for the cost of a substitute used during said absence.

- E. Bereavement Leave: Up to four (4) days at any one time in the event of death of an employee's spouse, domestic partner, child, step-child, son-in-law, daughter-in-law, parent, step-father, step-mother, father-in-law, mother-in-law, grandparents, grandchild, brother or sister, brother-in-law or sister-in-law, but not uncle, aunt, niece or nephew unless said relative is a member of immediate household. Up to five (5) days may be granted in case said teacher is designated as fiduciary, or the funeral is over four hundred (400) miles from the place of employment. Additional days may be granted by the Superintendent of Schools; said bereavement days to be deducted from accumulated sick leave.

- F. Military Leave: Eligible employees will be granted Military Leave in accordance with the provisions of the Uniformed Services Employment and Reemployment Rights Act (USERRA) and any other applicable federal or state laws. Permanent employees called into temporary active duty in any unit of the United States Reserves or the State National Guard, shall receive pay as follows:

1. For the first seventeen (17) days per school year, a rate equal to their regular teacher pay minus the pay which they receive from the State and/or Federal government.
 2. For the eighteenth (18) through the thirtieth (30) day per school year, a rate equal to their regular teacher pay minus the pay which they receive from the State and/or Federal government and minus the cost of a substitute. This subsection b. only applies in situations where the teacher has no control over the required extension of services.
 3. No pay beyond the thirtieth (30) day.
- G. Miscellaneous Leave: Temporary leave of absence without pay may be granted for extenuating circumstances at the discretion of the Superintendent.
- H. Other Extended Leaves: Leaves of absence without pay for up to two (2) years may be granted by the Superintendent of Schools, upon recommendation of the Principal, to employees with professional teacher status for the following reasons:
1. Peace Corps, VISTA, and similar services;
 2. Child Rearing Leave (beyond the MMLA and/or FMLA period)
 3. Intensive care responsibilities for a member of immediate family including step-parents, step-children, and domestic partners;
 4. To fulfill responsibilities if elected to full time public office;
 5. Graduate studies
- I. The Superintendent will make every attempt to grant all reasonable requests.
- J. Whenever possible, written requests for unpaid leave should be submitted to the Principal/Superintendent no later than **December 1** of the school year preceding the requested leave and during the leave of absence, the employee shall notify the Superintendent of Schools, in writing by **December 1**, as to whether or not the employee intends to return to work at the start of the following school year.

ARTICLE XVIII

Sabbatical Leave (includes Nurses)

- A. Subject to the recommendation of the Superintendent of Schools, sabbatical leaves may be granted by the School Committee to those teachers and nurses who have completed seven (7) full school years of full time teaching or administrative service in the school system.
- B. For purposes of this article, Brewster, Eastham, Orleans, Wellfleet, and the Nauset Region shall each be considered a separate school district.
- C. Sabbatical leave, when granted, will be for educational improvement, and the applicant for sabbatical leave shall set forth a detailed statement as to how said leave will contribute to the professional growth of the candidate and the best interest of the school system.

- D. Applications for sabbatical leave must be made in writing to the Superintendent of Schools no later than November 1 of the year preceding the year for which the leave is applicable. Action shall occur on the application by January 1 of the year preceding the year for which the leave would be applicable and applicants shall be notified of such action in writing.
- E. Sabbatical leaves will not be granted if the condition of the Department or area of teaching of the applicant is such that the employee's absence would seriously impair the interest of the school system as determined exclusively by the Superintendent.
- F. When a sabbatical leave is granted, the employee shall receive full pay less the costs of a substitute. However, in no case will an employee on sabbatical receive less than Step One (1) of the column the employee is presently on. If a sabbatical is granted and no substitute is hired to fill the temporary vacancy, then the employee receiving sabbatical leave will receive pay equal to the amount that would have been paid to the employee had a substitute been hired at the long term substitute rate.
- G. If a sabbatical leave is granted and if a substitute is to be hired, the Principal/Superintendent will attempt to hire such substitute at the long term substitute rate. The Principal/Superintendent, however, reserves the right to hire a substitute at the appropriate step and scale up to Step Five (5) on the prevailing salary scale if such a higher rate is necessary to secure a qualified substitute. Once a replacement is tentatively selected, the sabbatical grantee may withdraw the leave request within five (5) calendar days of the date of being notified of the substitute cost, otherwise the sabbatical leave must be taken.
- H. Teachers or nurses who take sabbatical leaves will agree, in writing, to return to employment in the school system for a minimum of two (2) full school years, as required by law. Failure to fulfill this agreement shall result in a return to the system of all monies paid to them during the sabbatical leave as put forth in Chapter 71, Section 41A of the General Laws of Massachusetts.
- I. Upon completion of sabbatical leave, the employee shall have the right to return to his/her former position, or a position substantially equal, except if Reduction in Force dictates that the employee is to be laid off.
- J. No more than four (4) employees in the Region Union, (three [3] in the Region, and one [1] in the Union) may be absent on sabbatical leave at one time, provided that only one (1) such employee shall be on full year leave in any year.

ARTICLE XIX

Court or Jury Duty

- A. An employee called for jury duty or as a subpoenaed witness will be placed on a leave with pay and shall submit to the Treasurer of the Region or Town Treasurer the stipend paid to him/her for the jury duty as a subpoenaed witness, excluding any travel stipend.
- B. In court cases not connected with the employee bargaining unit work where the employee is subpoenaed and is a party to the court case, the employer shall not pay for work time missed, and any stipend received by the employee may be retained by the employee.

ARTICLE XX

Longevity/Lexington Plan

- A. An employee who has served in the Nauset Region and/or Union 54 for at least fifteen (15) years, will be entitled to an annual longevity stipend. Longevity stipends will be paid in the first (1st) pay period in June for those who have earned a longevity stipend that school year. Should an employee retire or leave employment prior to the end

of the school year, his/her longevity stipend will be prorated based upon months of service for that year. All years worked for the Nauset District, regardless of school location or assignment (i.e. teacher, educational assistant, secretary), shall count toward years of service for the purpose of longevity. For the first (1st) year of employment to count as a full year of service, an employee's date of hire must be on or before September 16th. Effective September 1, 2014, service as a long term substitute shall count toward longevity providing it is part of the employee's continuous employment.

Schedule A - Longevity & Lexington

\$ 100 after 15 years
1,200 after 20 years
1,500 after 25 years
2,000 after 30 years

Schedule B - Longevity

\$ 500 after 15 years
1,500 after 20 years
2,000 after 25 years
2,500 after 30 years

B. Eligibility for a longevity stipend is based upon continuous service after July 1, 1993. For employees whose date of hire precedes July 1, 1993, longevity will be based upon attaining the required number of years of service.

C. Lexington Plan

1. A supplementary longevity plan (Lexington Plan) will be made available to professional staff members with fifteen (15) completed years of service in Nauset. Such staff may elect longevity payments of \$2,500 for three (3) consecutive years that follow acceptance. Any sick leave buyback will cease upon acceptance. **Effective July 1, 2011, applications for the Lexington Plan will no longer be accepted.** Beginning July 1, 2011, professional staff who are participating in the Plan, or who applied in FY2010 for FY2011 and were deferred to FY2012, will receive the Lexington Plan and the Longevity payments described in Section 1, Schedule B above. Professional staff applying for the Lexington Plan in FY2011 and accepted for FY2012 or deferred to FY2013 or later will receive the Lexington Plan and the Longevity payments described in Section 1, Schedule A above. All other professional staff will be eligible for Longevity payments in Section 1, Schedule B after fifteen (15) years of service to the district.
2. Application is required and immediate placement is not insured, since the system retains the right to set budget limits; however, the system will not set budget limits that are generally viewed as restrictive. Members electing, but not immediately placed under the provisions of paragraph a. above, will be carried forward to the next school year, and placed at the top of the list.
3. In the event that an abnormally high number of members elect this option in a specific year, the following sequence of events will take place:
 - a) A request will go to all members who have elected this option seeking members willing to delay the start of this option to the next school year. Members will have five (5) school days to respond to this request.
 - b) If a budgetary problem still exists after voluntary delays are sought, members electing this option will start in order of seniority, with the most senior being placed first and the remainder starting the next school year.
 - c) No bargaining unit member will be denied immediate placement on the optional longevity schedule specified in paragraph a. above for any reason other than specified in paragraph 3., sections a) and b).

ARTICLE XXI

Payroll Deductions

A. A statement of itemized deductions will be issued with each payroll.

- B. The Nauset Regional School Committee agrees to deduct from employees' salaries dues for the Association, the Massachusetts Teachers Association, and the National Education Association, or any one or any combination of such organizations as the teachers individually and voluntarily authorize the Committee to deduct, and to transmit the amount so authorized to the Treasurer of the Nauset Education Association. It is agreed that any such combination will be treated as one monthly payroll deduction for administrative purposes.
- C. Each employee will authorize dues deductions. Such deductions will be filed with the Treasurer of their respective towns, or representative of the Regional School District through the School Department, a signed and dated "Nauset Education Association Payroll Deduction Authorization Form" authorizing the treasurer of the respective towns, or representative of the Regional School District to deduct from his/her monthly earnings, and to remit to the Treasurer of the Nauset Education Association an amount of money equal to the dues required for membership in the organization or organizations so specified, a waiver of all right and claim against the Committee and the respective towns or Regional School District and the officers and agents thereof, for monies deducted and remitted in accordance with said authorization, and an agreement that such deductions and remittances shall continue from year to year as so authorized unless such employee notifies the treasurer of the respective towns or representative of the Regional School District through the School Department in writing of his/her desire to discontinue or to change such authorization, said notice to be given at least sixty (60) days in advance of the effective date of such discontinuance or change.
- D. Dues deductions will start with the first paycheck in October and continue until the last paycheck in June. The deductions will be in equal amounts or as nearly as equal as possible.
- E. Dues deductions for Union 54 schools shall be at the discretion of the town treasurers.
- F. The Nauset Regional School Committee agrees to deduct from the salaries of employees, employed in total by the Nauset Regional School District, an amount of money set by the employee to be transmitted to the Massachusetts Teachers Association Credit Union. It is agreed that any such deductions will be treated as one (1) monthly payroll deduction and, further, that the Nauset Regional School District treasurer shall be notified in writing by the employee by **August 1** annually as to the specific amount to be deducted in the upcoming school year. The amount shall remain constant for the ensuing school year, except that it is subject to withdrawal or change by the teacher as of **February 1** of that school year.

ARTICLE XXII

Insurance and Annuity Plan

- A. The Committee will pay a percentage of the cost of the following types of insurance coverage within the State insurance laws. These laws do not permit membership in employees' group insurance of individuals who work less than twenty (20) hours per week:
 - 1. Elementary School Employees:
 - a. A term life insurance plan as approved by the town and made available to employees of the town where employed. The Committee will pay fifty percent (50%) of the cost or a different percent if approved by the town.
 - b. Health Insurance: Employees may elect an individual or family health insurance plan as approved by the town and made available to employees of the town where employed. The Committee will pay at least fifty (50%) of the cost or a different percentage if approved by the town.
 - c. Other insurance plans as approved by the town and made available to employees of the town where

employed. The Committee will pay a percentage of the cost as approved by the town.

- d. Health and life insurance benefits of Union 54 employees shall be assigned to an appropriate town by the Superintendent.

2. Region Employees:

- a. A term life insurance plan of up to \$10,000. The Nauset Regional School District will pay fifty percent (50%) of the cost.
- b. Health Insurance: Employees may elect individual or family health insurance coverage provided through Blue Cross-Blue Shield and Harvard Pilgrim, with HMO, PPO and High Deductible Health Plans options. Nauset Regional School District will pay seventy percent (70%) of the cost.

(1) The Flexible Spending Account (FSA) program as provided by IRS Section 125 that is currently in effect for medical expenses shall be expanded to include dependent care. This allows employees to withhold a portion of their salary through payroll deduction to cover the cost of qualifying medical and dependent care expenses. The FSA program will provide for maximum allowed by law with annual administrative fees paid by the Committee. Participants in the FSA will be responsible for any monthly costs associated with their selected accounts.

(2) Health Savings Account (HSA) program as provided by IRS Section 125 that is available in conjunction with the High Deductible Health Plan being offered effective 7/1/2017.

- c. Other insurance plans as approved by the Nauset Regional School Committee and made available to eligible employees of the Region. The Nauset School District will pay a percentage of the cost as approved by the Nauset Regional School Committee.
- d. Voluntary Group Benefits (100% employee paid), including dental, vision and disability insurance.

B. Employees will be eligible to participate in a single tax-sheltered annuity plan established pursuant to United States Public Law N. 87-37, with no cap on the number of annuity companies. Employees must sign up for a tax sheltered annuity by **August 1** annually and that amount will remain in effect for the balance of the fiscal year, except that it is subject to change once annually as of **February 1**, and a lump sum deposit of Lexington Plan monies may be deposited over three (3) consecutive years.

C. Retirees will be eligible to participate in the health insurance program, with the Committee paying at least fifty percent (50%) of the cost, or a different percentage if approved by the town.

D. Nurses will be reimbursed for up to \$100 each for Professional Malpractice Insurance.

ARTICLE XXIII

Protection

Any employee who is assaulted while exercising his/her responsibilities as an employee of the School Department shall receive due legal assistance to adequately protect him/her from suit (reference Massachusetts General Laws, Chapter 41, Section 100C, as amended).

ARTICLE XXIV

Personal Injury Benefits

Whenever an employee is absent from school as a result of personal injury caused by an assault and/or battery occurring in the course of his/her employment, he/she will be paid his/her full salary (less the amount of any worker's compensation award made for temporary disability due to said injury) for the period of such absence up to his/her amount of accumulated sick leave. Whenever an employee is absent from school as a result of personal injury caused by assault and/or battery (not the result of his/her own provocation) occurring in the course of his/her employment, he/she will be paid his/her full salary (less the amount of any worker's compensation) for the period of such absence and with no loss of any part accumulated sick leave. Said coverage is not to exceed the teachers' work year.

ARTICLE XXV

Employees' Facilities

It will be the policy of the Committee to provide, as expeditiously as possible, each building with normal, good facilities for employees including:

- A. Safe Storage.
- B. Employees' Work Area.
- C. Faculty Lounge.
- D. Faculty Rest Rooms.
- E. Separate Dining Area.

ARTICLE XXVI

Use of School Facilities

The Association will have the right to use school facilities for reasonable purposes, on reasonable notice, at reasonable times without cost, consistent with the Building Use Policy of the School Committee.

ARTICLE XXVII

Non-Discrimination

The Committee and the Association agree that they shall not discriminate on the basis of race, color, sex, sexual orientation, marital status, gender identity, religion, disability, age, genetic information, homelessness, active military/veteran status, ancestry, or national or ethnic origin with regard to admission and in the administration of its educational policies, employment policies, and other administered programs and activities.

ARTICLE XXVIII

Reduction in Force

- A. In the event it becomes necessary for the committee(s) to reduce the number of employees or reduce the time of an employee in the bargaining unit, the procedures set forth in this Article will govern the layoff and recall of employees who are affected by any such reduction.
- B. Each of the five (5) school committees (Nauset Region, Brewster, Eastham, Orleans, Wellfleet), as separate political bodies, retains the exclusive rights to determine the number of teaching positions and other professional positions which are needed in the school(s) under its jurisdiction, and also retains the exclusive right to determine the number and type of employees to be laid off.

C. Employees with professional teacher status, under employment with a particular school, shall not be laid off if there is a teacher employed without professional teacher status by the same Superintendent/Principal whose position said Superintendent/Principal deems that the teacher with professional teacher status is qualified to fill. Qualified is defined as holding a current, active, and appropriate Massachusetts Department of Elementary and Secondary Education license.

D. Layoff Criteria

1. In determining the order in which teachers are to be laid off within the discipline, both seniority within the Nauset School system, and overall competence shall be considered. Seniority is defined as a professional employee's length of total service in years, months, and days in a professional bargaining unit position commencing on said employee's initial date of employment (not date of appointment). Part-time service shall be pro-rated. Licensure in a discipline is a prerequisite to having any seniority in the discipline. The Superintendent will issue an updated seniority list by February 1 of each year. The list will be updated each year with the Massachusetts Department of Elementary and Secondary Education licenses of each teacher.
2. Middle School teachers who were required to obtain licensure in a subject area shall be credited with full Nauset service time accrued while teaching with a generalist certificate.
3. In the event that grievances related to this article are filed prior to the decision of the Superintendent/Principal, the Superintendent/Principal retains the right to retain, lay off by seniority, or by evaluation, at his/her discretion.
4. In the event that an employee has resigned and has been reappointed, his/her seniority shall be counted from the date of the most recent return to employment in the bargaining unit. Employees shall be credited for seniority purposes with all time spent on paid authorized leaves of absence provided for in this Agreement. Unpaid authorized leaves of absence shall not interrupt continuous service for purposes of seniority, but unpaid authorized leaves in excess of ten (10) days in any school year, except those taken pursuant to the FMLA or as an accommodation to a disability or handicap, shall not count toward seniority.
5. The teacher within the discipline having the least seniority will be laid off first.
6. A teacher laid off pursuant to Article XXVIII. Section D. 5.above shall have the right to take the position of a teacher in another discipline having less seniority provided the teacher to be laid off is licensed in the other discipline.

E. Elementary Disciplines

1. For purposes of this article, each separate elementary school committee shall establish the following list of disciplines for each building: Early Childhood; Elementary; English as a Second Language; General Science; Visual Art; Music; Physical Education, School Nurse; Teacher of Moderate Disabilities; Teacher of Severe Disabilities, Teacher of the Deaf and Hard of Hearing; Teacher of the Visually Impaired; Library, Speech; Occupational Therapist; Physical Therapist; School Counselor, School Psychologist, School Social Worker/Adjustment Counselor; Reading; Foreign Language; and Instructional Technology. Teachers may be listed in more than one discipline if they hold a current, active, and appropriate license in that discipline.
2. In addition, Union #54 will recognize the following disciplines: Visual Art; Music; English as a Second Language; Physical Education; Speech; Occupational Therapist; Physical Therapist, School Counselor; School Psychologist; School Social Worker/Adjustment Counselor.

F. Middle School / High School Disciplines

1. For purposes of this article, the Nauset Regional School Committee shall establish the following discipline categories that pertain to all Middle School and High School teachers. This list is based on the current Massachusetts Department of Elementary and Secondary Education licenses they replace (if any):

Biology; Business; Chemistry; Dance; Digital Literacy/Computer Science; Earth and Space Science; English; Reading; English as a Second Language; Foreign Language; General Science; Health/Family and Consumer Science; History; Instructional Technology; Latin and Classical Humanities; Library; Mathematics; Middle School: Humanities; Middle School: Mathematics/Science; Music; Occupational Therapist; Physical Therapist; Physical Education; Physics; Reading; Social Science; School Counselor; School Nurse; School Psychologist; School Social Worker / School Adjustment Counselor; Speech; Speech, Language, and Hearing Disorders; Teacher of Moderate Disabilities; Teacher of, Severe Disabilities; Teacher of the Deaf and Hard of Hearing; Teacher of the Visually Impaired; Technology/Engineering; Theater; Visual Art. Teachers may be listed in more than one discipline if they hold a current, active, appropriate license in that discipline.

- G. Teachers assigned courses for which licensure is not available will be recognized in the discipline(s) for which they are licensed.
- H. The Committee's designee shall notify the Association as to how many layoffs shall be recommended prior to the Committee voting on said recommendation. Although the Committee retains the exclusive right to determine how many staff cuts and where the staff cuts are to take place, it encourages dialogue between the parties on this subject. It is recognized that this Article does not apply to the non-renewal or termination of a teacher without professional status.
- I. Under normal circumstances professional employees to be affected by a reduction in force shall be notified by **May 15th**, but in no event later than **June 1st** of the school year preceding the school year in which the reduction is to be effected. If town meeting reduces the budget from that level submitted by the school committee, then this notice requirement does not apply to the choice of additional staff to be laid off as a result of said town meeting budget reduction, provided, however, that town meeting action adjourns after June 1 and provided that the person(s) affected shall be notified within fifteen (15) business days after acceptance of the budget by the town(s). Teachers notified that their positions will be eliminated shall be entitled to two paid days for interview purposes.
- J. Those elementary teachers who became Region employees as a result of implementation of the 4-4-4 reorganization plan will have their elementary service credited toward seniority, as will elementary teachers who left the Middle School as a result of the 5-3-4 reorganization of 1989. Elementary teachers employed by Union 54 carry with them such seniority benefits as they have earned from their previous (continuous) employment in the member towns. Authorized leave of absence with pay shall be considered time worked for purposes of seniority. Authorized leaves of absence without pay shall not be considered a break in service, but will not count toward seniority.
 1. Part-time personnel: In the case of employees who are working less than 100% for their respective Committee(s), their length of service status for the part-time period will be determined by multiplying the percentage of time worked against the total time period involved, i.e., employee employed by the Committee(s) for forty percent (40%) of the school day or school year for a total of ten (10) years (40% x 10 years = four [4] years seniority), plus full time employment, if any.
 2. In the event of equal seniority, column placement on the salary schedule shall be the determining factor.
 3. In the event of equal seniority and equality on the salary schedule, a lottery will be held. Order of seniority shall be the order drawn, first drawn being most senior. Such seniority shall be considered enduring unless some subsequent development disrupts the equality that originally required such lottery (e.g., an unpaid leave on the part of the lottery-determined senior employee). The lottery shall be conducted jointly by the

committee(s) and Association. Employees may attend.

- K. Teachers without professional status and teachers with professional status will be recalled in the inverse order of their layoffs within disciplines as positions for which they are licensed become open. Teachers will remain on a call list for a period of two (2) years from their date of layoff.
1. An employee who is recalled by the Superintendent/Principal within two (2) years shall have restored to them all benefits they had accumulated at the time of their layoff. The effective date of layoff shall be the last day worked by the professional employee. The Association President will receive updated recall lists on a regular basis.
 2. Teachers on the recall list shall be entitled to membership in any group health or life insurance coverage in existence at the time of the effective date of the layoff, provided, however, that the carrier allows such participation and that the teacher pays the entire cost of such insurance pursuant to the requirements of the insurance carrier, and that there will be no contribution by the Committee or town(s) for such employee's insurance.
 3. Teachers on layoff shall be given preference on the substitute list in the areas in which they are qualified, as determined by the Superintendent of Schools, provided the teacher on layoff indicates in writing to the Superintendent of Schools a desire for such preferential consideration. Teachers on layoff who serve as substitutes shall be subject to established policy and procedures regarding such employment.
 4. When a vacancy occurs to which employees with Professional Teacher Status are entitled to recall as set forth above, the Association President and the appropriate employee on the recall list will be notified by Certified Mail, Return Receipt Requested, at their last recorded address. Failure to respond to the Superintendent of Schools with a letter of acceptance of the offered position within fourteen (14) calendar days of the date of receipt or delivery of said notice shall be considered a rejection of such offer, and the employee shall be removed from the list. It shall be the responsibility of the employee on the recall list to inform the Office of the Superintendent of Schools, in writing, of the change of address. The recall notice will include the date when the employee is to commence work.
 5. The employee who accepts a recall must work on the date set forth in the recall notice unless prevented from doing so by illness, injury, or disability from which the employee is expected to return to work (said illness to be documented by a note from a medical doctor if requested). During the recall period, no employee shall be dropped from the recall list unless the employee failed to accept a position that is covered by the bargaining unit.
 6. Teachers on layoff who have declined an offer to be recalled need not be contacted further nor rehired in the event of additional openings to be filled. Teachers who are serving in a comparable teaching position elsewhere and are offered a position in this system must be willing to wait to commence the position until the first day of school in September; otherwise, he/she goes off the recall list.
 7. Elementary teachers on layoff will be given full consideration for any vacancy in another of the system's elementary schools for which they are qualified. Such full consideration shall be after an internal posting, and prior to outside advertising. If selected for employment in another elementary district, they may be employed at up to three (3) steps below the salary level to which they would have been entitled in the district from which they were laid off. This does not apply to movement between the two Brewster elementary schools.
 8. Professional employees will be recalled to vacancies in their last previous teaching discipline as defined in Section E and F of this Article in the reverse order of their layoff. Employees will also be offered a job opening in other disciplines in which they hold a license (in the reverse order of layoff) provided there are no current faculty members with Professional Teacher Status on layoff from such disciplines. The previous sentence shall not apply to a position which involves a promotion.

9. No new personnel shall be hired to fill vacancies in areas where employees are on this recall list until all qualified employees on the recall list have been offered the vacancy pursuant to Section (8) above.
10. All benefits to which said employees were entitled at the time layoff commenced including but not limited to Professional Teacher Status (not applicable between elementary districts) and unused accumulated sick leave, will be restored upon return, and the employee will be placed on the applicable salary schedule at the step and column attained when layoff began unless the laid off employee is rehired under Section (7) above which allows employment at a lower step if applicable.
11. A professional employee on layoff from a full-time position who is on the recall list may accept a part-time position of less than fifty percent (50%) and still maintain eligibility of recall to a full-time position for the subsequent school year. A professional employee on layoff from a full-time position who is recalled to a position of at least fifty percent (50%) shall accept said position and shall not be further eligible for another position under the recall provision.

ARTICLE XXIX

Vacancies and Promotions

- A. Whenever any vacancy in a professional position is to be filled, it will be adequately publicized by the Superintendent by means of a notice placed on the Association bulletin board in each school, and by letter to the President of the Association as far in advance of the appointment as possible. In both situations, the minimum requirement for the position, its duties and the rate of compensation, will be clearly set forth. No position will be filled by anyone not meeting minimum requirements as posted.
- B. In filling such vacancies, full consideration will be given to qualified employees already employed by the Committee. Employees who have applied for a vacancy, but are not appointed to the position, shall be given the reasons in writing, provided the applicant submits a written request for the reasons.
- C. If a vacancy occurs during the school year, the Superintendent/Principal reserves the right to fill the vacancy at the beginning of the following school year.

ARTICLE XXX

CORI and CHRI Checks

- A. Massachusetts law provides for state and federal criminal background checks for individuals working in public schools. Criminal Offender Record Information (CORI) checks and fingerprint-based Criminal History Record Information (CHRI) checks will be administered in accordance with applicable state and federal laws and regulations.
 1. In compliance with the provisions of Chapter 385 of the Acts of 2002, the Superintendent of Schools shall request and review CORI checks. Employees shall be made aware that CORI reports concerning them are being requested and when such request is actually made. Such checks shall take place prior to commencing employment and not more than once every three (3) years thereafter. Employees shall be made aware that upon request, they shall be provided with a copy of the CORI report received by the Superintendent. All CORI reports shall be kept in a separate, secure file maintained in the office of the Superintendent. Upon termination of employment, an employee may request, in writing, that he/she be given his/her reports.
 2. After review of a CORI report, the Superintendent, if he/she deems it necessary, may meet with the employee who may, at such a meeting, be represented by the Association. Any and all personnel actions resulting from information acquired from a CORI report shall be conducted pursuant to the provisions of the collective bargaining agreement and the General Laws of the Commonwealth.

ARTICLE XXXI

Grievance Procedure

- A. A "grievance" is hereby defined to mean a dispute involving the meaning, interpretation, or application of this contract.
- B. Failure at any step of this procedure to communicate the decision of a grievance to the aggrieved employee and to the President of the Association within the specified time shall permit the aggrieved party or parties to proceed to the next step.
- C. Failure at any step of this procedure to appeal the grievance to the next step within the specified time limit shall be deemed to be acceptance of the decision rendered at that step. In the event a grievance is filed on or after June 1 which, if left unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, the time limit set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.
- D. No reprisals of any kind shall be taken by any party to this contract against any party in interest, any witness, any member of the Association, or any other participant in the grievance procedure by reason of such participation.
- E. The grievance at any level will be in writing and signed and shall set forth the precise date, time and place of the grievance and shall set forth the facts giving rise to the grievance and the item that is believed to be violated. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants. Unless requested to do otherwise by the employee in question, any documents, communications, and records dealing with the processing of a grievance will be kept in the strictest confidence and will not be made available to potential employers or others inquiring about said employee.
- F. The Association shall be permitted to be heard at each level of the procedure under which the grievance shall be considered.
- G. Level One
 - 1. An employee with a grievance shall, with or without a representative of the Association, present it in writing to his/her immediate supervisor and/or the Principal within fourteen (14) days of the event on which the grievance is based. In the event that a grievance affects a group or class of employees the group or class of employees may request the Association to submit the grievance on their behalf commencing at Level One. Any meeting with reference to the above shall be held during non-school hours.
- H. Level Two
 - 1. In the event that a grievance shall not have been disposed of to the satisfaction of the aggrieved employee at Level One, or in the event that no decision has been reached within fourteen (14) calendar days after presentation of the grievance to the immediate supervisor and/or Principal, the grievance shall be reduced to writing and referred to the Superintendent of Schools within seven (7) calendar days of the disposition under Level One.
 - 2. The Superintendent shall represent the School Committee at this level of the grievance procedure. Within fourteen (14) calendar days after receipt of the written grievance by the Superintendent, s/he or his/her designee shall meet with the aggrieved employee and the said President or his designee in an effort to settle the grievance.
- I. Level Three
 - 1. In the event that the grievance shall not have been disposed of at Level Two, or in the event that no decision has been rendered within fourteen (14) calendar days after the Level Two meeting, the grievance shall be referred in writing to the School Committee within five (5) school days. At its next regular School Committee meeting or at a special meeting called for the purpose of considering the grievance, the School Committee shall meet with the Association in an effort to settle the grievance. Matters pertaining to hiring, promotion, firing,

disciplining, dismissal, or assigning of teachers shall bypass Level Three and go to Level Four.

J. Level Four

1. In the event that the grievance shall not have been satisfactorily disposed of at Level Two, or in the event that no decision has been rendered within fourteen (14) calendar days after the Level Two meeting, the Association, if so voted by a majority of the Executive Board, may refer in writing within fourteen (14) calendar days of the disposition under Level Two, the unsettled grievance to arbitration. The arbitrator shall be selected by agreement between the parties. If the parties are unable to agree upon an arbitrator, the selection shall be made by the American Arbitration Association, in accordance with its rules and regulations.
2. The arbitrator shall be without power or authority to modify or alter the terms of this contract.
3. The decision of the arbitrator shall be in writing and shall be rendered within thirty (30) days after the hearing is declared closed. The decision shall be final and binding on both parties.
4. The costs for the services of the arbitrator shall be borne equally by the School Committee and the Association.
5. Each party shall pay its own expenses for the presentation of its case to the arbitrator.
6. A written record shall be made of the deposition of any grievance at Level Three or Level Four.
7. By mutual consent of the parties involved in the grievance procedure, the time schedule may be shortened or lengthened.

ARTICLE XXXII

Memoranda of Understanding

All Memoranda of Understanding signed will automatically become part of the contract and the language included in the next printed contract. Any Memorandum of Understanding prior to July 2005, not included in this contract, are deemed not to exist. Exception to this is if the Memorandum of Understanding has a clause that limits the time or has an expiration date prior to the entering into negotiation of the next contract.

ARTICLE XXXIII

Resignation

- A. No resignation will be accepted without fourteen (14) calendar days written notice.
- B. Waiver of termination notice required in Section A. above will be granted only when both the employer and the employee agree to such waiver.

ARTICLE XXXIV

Duration

The provisions of this Agreement will be effective July 1, 2021, and shall continue and remain in force until June 30, 2024. No later than October 1, 2023, the Committee agrees to enter into negotiations with the Association to negotiate a successor agreement to commence on July 1, 2024.

IN WITNESS WHEREOF that the Committees and the Association have hereunto caused this Agreement to be signed, sealed, and delivered in their names by their authorized agents.

FOR THE SCHOOL DISTRICT

FOR THE NAUSET EDUCATION ASSOCIATION

Thomas M. Conrad
Chairman, Teacher Negotiations Committee

Mark Peterson
President, NEA

May 28, 2021
Date

May 28, 2021
Date

The parties hope to minimize typographical errors, but recognize that some may still exist. To the extent that any errors discovered in the future can be modified by review of original documents without prejudice to either party, this will be done.

APPENDIX A - SALARY SCHEDULE FOR UNIT A TEACHERS, OCCUPATIONAL THERAPISTS, PHYSICAL THERAPISTS, SPEECH LANGUAGE PATHOLOGISTS

185 Day Work Year

2021 - 2022 2.25%										
step	Bach/RN	Bach/RN	Bach/RN	Masters	M+15	M+30	M+60	M+75	M+90	
	+15	+30	+45							
1	51,136	51,951	52,676	53,626	56,063	56,852	59,565	61,028	62,128	63,245
2	53,179	54,031	54,785	55,768	58,305	59,127	61,947	63,465	64,608	65,770
3	55,309	56,191	56,976	58,001	60,638	61,492	64,426	66,005	67,197	68,404
4	57,520	58,441	59,254	60,322	63,069	63,950	67,002	68,646	69,883	71,142
5	59,819	60,775	61,625	62,732	65,589	66,512	69,682	71,392	72,677	73,986
6	62,215	63,211	64,087	65,244	68,210	69,173	72,473	74,248	75,584	76,944
7	64,703	65,739	66,653	67,853	70,939	71,940	75,371	77,218	78,608	80,021
8	67,289	68,363	69,320	70,568	73,776	74,815	78,384	80,306	81,753	83,225
9	69,984	71,099	72,091	73,389	76,729	77,808	81,520	83,517	85,022	86,552
10	72,781	73,943	74,976	76,323	79,797	80,920	84,781	86,858	88,424	90,015
11	75,695	76,901	77,976	79,376	82,990	84,158	88,172	90,334	91,961	93,615
12	78,718	79,977	81,094	82,554	86,310	87,523	91,701	93,946	95,635	97,359
13	81,867	83,176	84,339	85,856	89,761	91,025	95,363	97,705	99,464	101,253
14	85,143	86,502	87,710	89,292	93,351	94,665	99,183	101,614	103,442	105,305

2022 - 2023 2.125%										
step	Bach/RN	Bach/RN	Bach/RN	Masters	M+15	M+30	M+60	M+75	M+90	
	+15	+30	+45							
1	52,223	53,055	53,795	54,766	57,254	58,060	60,831	62,325	63,448	64,589
2	54,309	55,179	55,949	56,953	59,544	60,383	63,263	64,814	65,981	67,168
3	56,484	57,385	58,187	59,234	61,927	62,799	65,795	67,408	68,625	69,858
4	58,742	59,683	60,513	61,604	64,409	65,309	68,426	70,105	71,368	72,654
5	61,090	62,066	62,935	64,065	66,983	67,925	71,163	72,909	74,221	75,558
6	63,537	64,554	65,449	66,630	69,659	70,643	74,013	75,826	77,190	78,579
7	66,078	67,136	68,069	69,295	72,446	73,469	76,973	78,859	80,278	81,721
8	68,719	69,816	70,793	72,068	75,344	76,405	80,050	82,013	83,490	84,994
9	71,471	72,610	73,623	74,949	78,359	79,461	83,252	85,292	86,829	88,391
10	74,328	75,514	76,569	77,945	81,493	82,640	86,583	88,704	90,303	91,928
11	77,304	78,535	79,633	81,063	84,754	85,946	90,046	92,254	93,915	95,604
12	80,391	81,677	82,817	84,308	88,144	89,383	93,650	95,942	97,667	99,428
13	83,607	84,943	86,131	87,680	91,668	92,959	97,389	99,781	101,578	103,405
14	86,952	88,340	89,574	91,189	95,335	96,677	101,291	103,773	105,640	107,543

2023 - 2024 2.125%										
step	Bach/RN	Bach/RN	Bach/RN	Masters	M+15	M+30	M+60	M+75	M+90	
	+15	+30	+45							
1	53,333	54,182	54,938	55,930	58,471	59,294	62,124	63,649	64,796	65,962
2	55,463	56,352	57,138	58,163	60,809	61,666	64,607	66,191	67,383	68,595
3	57,684	58,604	59,423	60,493	63,243	64,133	67,193	68,840	70,083	71,342
4	59,990	60,951	61,799	62,913	65,778	66,697	69,880	71,595	72,885	74,198
5	62,388	63,385	64,272	65,426	68,406	69,368	72,675	74,458	75,798	77,164
6	64,887	65,926	66,840	68,046	71,139	72,144	75,586	77,437	78,830	80,249
7	67,482	68,563	69,515	70,768	73,985	75,030	78,609	80,535	81,984	83,458
8	70,179	71,300	72,297	73,599	76,945	78,029	81,751	83,756	85,264	86,800
9	72,990	74,153	75,187	76,542	80,024	81,150	85,021	87,104	88,674	90,269
10	75,907	77,119	78,196	79,601	83,225	84,396	88,423	90,589	92,222	93,881
11	78,947	80,204	81,325	82,786	86,555	87,772	91,959	94,214	95,911	97,636
12	82,099	83,413	84,577	86,100	90,017	91,282	95,640	97,981	99,742	101,541
13	85,384	86,748	87,961	89,543	93,616	94,934	99,459	101,901	103,737	105,602
14	88,800	90,217	91,477	93,127	97,361	98,731	103,443	105,978	107,885	109,828

APPENDIX B – SALARY SCHEDULE FOR GUIDANCE PERSONNEL

Director of Guidance, High School and Middle School Guidance Counselors, Adjustment Counselors, School Psychologists and Social Workers
190 Day Work Year

2021 - 2022 2.25%										
step	Bach/RN	Bach/RN	Bach/RN	Masters	M+15	M+30	M+60	M+75	M+90	
	+15	+30	+45							
1	52,518	53,355	54,100	55,075	57,578	58,389	61,175	62,677	63,807	64,954
2	54,616	55,491	56,266	57,275	59,881	60,725	63,621	65,180	66,354	67,548
3	56,804	57,710	58,516	59,569	62,277	63,154	66,167	67,789	69,013	70,253
4	59,075	60,020	60,855	61,952	64,774	65,678	68,813	70,501	71,772	73,065
5	61,436	62,418	63,291	64,427	67,362	68,310	71,565	73,322	74,641	75,986
6	63,896	64,919	65,819	67,007	70,054	71,043	74,432	76,255	77,627	79,024
7	66,452	67,516	68,454	69,687	72,856	73,884	77,408	79,305	80,733	82,184
8	69,108	70,211	71,194	72,475	75,770	76,837	80,502	82,476	83,963	85,474
9	71,875	73,021	74,039	75,372	78,803	79,911	83,723	85,774	87,320	88,891
10	74,748	75,941	77,002	78,386	81,954	83,107	87,072	89,206	90,814	92,448
11	77,741	78,979	80,083	81,521	85,233	86,433	90,555	92,775	94,446	96,145
12	80,846	82,139	83,286	84,785	88,643	89,888	94,179	96,485	98,220	99,990
13	84,080	85,424	86,618	88,176	92,187	93,485	97,940	100,346	102,152	103,990
14	87,444	88,840	90,081	91,705	95,874	97,224	101,864	104,360	106,238	108,151

2022 - 2023 2.125%										
step	Bach/RN	Bach/RN	Bach/RN	Masters	M+15	M+30	M+60	M+75	M+90	
	+15	+30	+45							
1	53,634	54,489	55,249	56,246	58,801	59,629	62,475	64,009	65,163	66,335
2	55,777	56,670	57,461	58,492	61,153	62,015	64,973	66,566	67,764	68,983
3	58,011	58,936	59,760	60,835	63,601	64,496	67,573	69,230	70,480	71,746
4	60,330	61,296	62,148	63,269	66,150	67,074	70,275	72,000	73,297	74,618
5	62,741	63,743	64,636	65,796	68,793	69,761	73,086	74,880	76,227	77,600
6	65,254	66,299	67,218	68,431	71,542	72,552	76,013	77,875	79,276	80,703
7	67,864	68,950	69,909	71,168	74,404	75,455	79,053	80,990	82,448	83,930
8	70,576	71,703	72,706	74,016	77,380	78,470	82,214	84,230	85,746	87,291
9	73,403	74,572	75,613	76,975	80,477	81,609	85,502	87,597	89,176	90,780
10	76,337	77,555	78,638	80,052	83,696	84,874	88,923	91,101	92,744	94,413
11	79,393	80,658	81,785	83,254	87,045	88,269	92,480	94,747	96,453	98,188
12	82,564	83,884	85,055	86,587	90,526	91,799	96,181	98,535	100,307	102,115
13	85,867	87,239	88,459	90,050	94,146	95,471	100,021	102,478	104,323	106,200
14	89,302	90,728	91,995	93,654	97,912	99,290	104,029	106,578	108,495	110,450

2023 - 2024 2.125%										
step	Bach/RN	Bach/RN	Bach/RN	Masters	M+15	M+30	M+60	M+75	M+90	
	+15	+30	+45							
1	54,774	55,646	56,423	57,442	60,051	60,897	63,803	65,369	66,547	67,745
2	56,962	57,875	58,682	59,735	62,452	63,333	66,353	67,980	69,204	70,449
3	59,243	60,188	61,029	62,128	64,952	65,866	69,009	70,701	71,977	73,270
4	61,611	62,598	63,469	64,613	67,556	68,500	71,769	73,530	74,855	76,203
5	64,074	65,098	66,009	67,194	70,255	71,243	74,639	76,470	77,847	79,250
6	66,641	67,708	68,646	69,885	73,062	74,094	77,629	79,530	80,961	82,418
7	69,306	70,416	71,394	72,681	75,985	77,058	80,734	82,712	84,200	85,714
8	72,076	73,227	74,251	75,588	79,025	80,138	83,960	86,020	87,568	89,146
9	74,963	76,157	77,219	78,611	82,187	83,343	87,319	89,458	91,071	92,709
10	77,959	79,203	80,309	81,752	85,474	86,677	90,813	93,037	94,714	96,418
11	81,081	82,372	83,523	85,023	88,894	90,144	94,444	96,760	98,503	100,275
12	84,318	85,667	86,863	88,427	92,450	93,749	98,225	100,629	102,438	104,285
13	87,692	89,093	90,338	91,963	96,146	97,500	102,147	104,655	106,541	108,456
14	91,200	92,655	93,949	95,644	99,992	101,399	106,239	108,842	110,801	112,796

APPENDIX B – SALARY SCHEDULE FOR NURSES and ELEM GUIDANCE PERSONNEL

Nurses, Elementary School Guidance Counselors, Adjustment Counselors, School Psychologists and Social Workers

188 Day Work Year

2021 - 2022 2.25%										
step	Bach/RN	Bach/RN	Bach/RN	Masters	M+15	M+30	M+60	M+75	M+90	
	+15	+30	+45							
1	51,965	52,793	53,530	54,496	56,972	57,774	60,531	62,018	63,135	64,271
2	54,041	54,907	55,673	56,672	59,250	60,086	62,952	64,494	65,656	66,837
3	56,206	57,102	57,900	58,942	61,621	62,489	65,471	67,075	68,287	69,513
4	58,453	59,389	60,215	61,300	64,092	64,987	68,089	69,759	71,016	72,296
5	60,789	61,761	62,624	63,749	66,653	67,591	70,812	72,550	73,856	75,186
6	63,224	64,236	65,126	66,302	69,316	70,295	73,648	75,452	76,810	78,192
7	65,752	66,805	67,734	68,953	72,089	73,107	76,593	78,470	79,883	81,319
8	68,380	69,472	70,444	71,712	74,972	76,028	79,655	81,608	83,079	84,575
9	71,119	72,252	73,260	74,579	77,973	79,070	82,842	84,871	86,401	87,956
10	73,961	75,142	76,192	77,561	81,091	82,232	86,156	88,267	89,858	91,475
11	76,922	78,148	79,240	80,663	84,336	85,523	89,602	91,799	93,452	95,133
12	79,995	81,274	82,409	83,893	87,710	88,942	93,188	95,469	97,186	98,938
13	83,195	84,525	85,707	87,248	91,217	92,501	96,909	99,289	101,077	102,895
14	86,524	87,905	89,132	90,740	94,865	96,200	100,791	103,262	105,119	107,013

2022 - 2023 2.125%										
step	Bach/RN	Bach/RN	Bach/RN	Masters	M+15	M+30	M+60	M+75	M+90	
	+15	+30	+45							
1	53,070	53,915	54,667	55,654	58,182	59,002	61,817	63,336	64,477	65,636
2	55,190	56,074	56,856	57,877	60,510	61,362	64,289	65,865	67,051	68,257
3	57,400	58,316	59,131	60,195	62,931	63,817	66,862	68,501	69,738	70,991
4	59,695	60,651	61,494	62,603	65,453	66,368	69,536	71,242	72,525	73,832
5	62,081	63,072	63,956	65,104	68,069	69,026	72,317	74,091	75,425	76,783
6	64,567	65,601	66,510	67,710	70,789	71,789	75,213	77,056	78,442	79,853
7	67,150	68,225	69,173	70,419	73,621	74,660	78,221	80,138	81,580	83,046
8	69,833	70,948	71,941	73,237	76,566	77,644	81,348	83,343	84,844	86,372
9	72,630	73,787	74,817	76,164	79,630	80,750	84,602	86,675	88,237	89,824
10	75,533	76,739	77,811	79,209	82,815	83,980	87,987	90,142	91,767	93,419
11	78,558	79,809	80,924	82,378	86,128	87,340	91,506	93,750	95,438	97,154
12	81,695	83,001	84,160	85,675	89,573	90,832	95,169	97,498	99,251	101,040
13	84,963	86,320	87,528	89,102	93,155	94,466	98,968	101,399	103,225	105,082
14	88,362	89,773	91,027	92,668	96,881	98,245	102,934	105,456	107,353	109,287

2023 - 2024 2.125%										
step	Bach/RN	Bach/RN	Bach/RN	Masters	M+15	M+30	M+60	M+75	M+90	
	+15	+30	+45							
1	54,198	55,061	55,829	56,837	59,419	60,256	63,131	64,681	65,847	67,032
2	56,362	57,266	58,065	59,106	61,795	62,666	65,655	67,264	68,476	69,707
3	58,619	59,554	60,387	61,474	64,269	65,173	68,283	69,956	71,219	72,499
4	60,963	61,939	62,801	63,933	66,845	67,779	71,013	72,756	74,067	75,401
5	63,400	64,413	65,314	66,487	69,515	70,493	73,854	75,665	77,027	78,415
6	65,939	66,995	67,924	69,149	72,293	73,314	76,812	78,693	80,108	81,550
7	68,576	69,675	70,642	71,916	75,185	76,247	79,884	81,841	83,313	84,811
8	71,317	72,456	73,469	74,792	78,193	79,294	83,077	85,114	86,647	88,208
9	74,174	75,355	76,406	77,783	81,322	82,466	86,400	88,516	90,112	91,733
10	77,138	78,370	79,464	80,892	84,575	85,765	89,857	92,058	93,717	95,403
11	80,227	81,505	82,644	84,128	87,959	89,195	93,450	95,742	97,466	99,219
12	83,430	84,766	85,949	87,496	91,477	92,762	97,191	99,570	101,359	103,188
13	86,769	88,155	89,387	90,995	95,134	96,473	101,072	103,553	105,419	107,314
14	90,240	91,680	92,960	94,637	98,940	100,332	105,120	107,697	109,634	111,609

**APPENDIX C – ATHLETIC EXTRACURRICULAR
SALARY SCHEDULE**

Unless otherwise noted, the stipend is for one (1) position.

		2.50%	2.25%	2.125%	2.125%
		<u>2020-2021</u>	<u>2021-2022</u>	<u>2022-2023</u>	<u>2023-2024</u>
Category B	Baseball, Head	\$5,226	\$5,344	\$5,457	\$5,573
	Basketball, Head (2)	\$6,174	\$6,313	\$6,447	\$6,584
	Field Hockey, Head	\$5,270	\$5,389	\$5,503	\$5,620
	Football, Head	\$6,326	\$6,468	\$6,606	\$6,746
	Hockey, Head	\$5,702	\$5,830	\$5,954	\$6,081
	Lacrosse (B&G), Head	\$5,270	\$5,389	\$5,503	\$5,620
	Soccer (G&B), Head	\$5,270	\$5,389	\$5,503	\$5,620
	Softball, Head	\$5,226	\$5,344	\$5,457	\$5,573
	Strength & Conditioning (per season)	\$5,226	\$5,344	\$5,457	\$5,573
	Swimming, Head	\$5,226	\$5,344	\$5,457	\$5,573
	Track (G&B), Head ~ INDOOR	\$7,502	\$7,671	\$7,834	\$8,000
	Track (G&B), Head ~ OUTDOOR	\$7,842	\$8,018	\$8,189	\$8,363
	Cross Country (G&B) Head	\$5,226	\$5,344	\$5,457	\$5,573
	Trainer, part-time	\$6,326	\$6,468	\$6,606	\$6,746
	Volleyball, Head	\$5,226	\$5,344	\$5,457	\$5,573
	Wrestling, Head	\$5,270	\$5,389	\$5,503	\$5,620
Category C					
	Football, Freshman	\$4,379	\$4,478	\$4,573	\$4,670
	Football JV, (2)	\$4,379	\$4,478	\$4,573	\$4,670
	Football Varsity, Asst.	\$4,379	\$4,478	\$4,573	\$4,670
	Golf (B&G), Head	\$4,185	\$4,279	\$4,370	\$4,463
	Gymnastics, Head	\$4,814	\$4,922	\$5,027	\$5,134
	Sailing (G&B)	\$4,553	\$4,655	\$4,754	\$4,855
	Sailing, Assistant (G&B)	\$3,694	\$3,777	\$3,857	\$3,939
	Soccer Coach (G&B), Asst.	\$4,814	\$4,922	\$5,027	\$5,134
	Swimming Coach, Asst.	\$4,814	\$4,922	\$5,027	\$5,134
	Tennis (G&B), Head	\$4,553	\$4,655	\$4,754	\$4,855
	Track Coach (Girls or Boys), Asst.	\$4,814	\$4,922	\$5,027	\$5,134
	Track Coach, (G&B), Asst. – INDOOR	\$3,902	\$3,990	\$4,075	\$4,161
	Cross Country (G&B), Asst.	\$3,902	\$3,990	\$4,075	\$4,161
Category D	Athletics, Director of - M.S.	\$8,899	\$9,099	\$9,293	\$9,490

	Baseball JV	\$3,694	\$3,777	\$3,857	\$3,939
	Basketball JV (G&B)	\$3,927	\$4,015	\$4,101	\$4,188
	Soccer JV (G&B)	\$3,793	\$3,878	\$3,961	\$4,045
	Field Hockey JV	\$3,793	\$3,878	\$3,961	\$4,045
	Golf JV	\$3,793	\$3,878	\$3,961	\$4,045
	Hockey JV	\$3,694	\$3,777	\$3,857	\$3,939
	Lacrosse JV	\$3,793	\$3,878	\$3,961	\$4,045
	Softball JV	\$3,694	\$3,777	\$3,857	\$3,939
	Volleyball JV	\$3,699	\$3,782	\$3,863	\$3,945
	Wrestling JV	\$3,927	\$4,015	\$4,101	\$4,188
Category E	Basketball Freshman (G&B)	\$3,281	\$3,355	\$3,426	\$3,499
	Cheerleading Fall, Head	\$4,813	\$4,921	\$5,026	\$5,133
	Cheerleading Winter, Head	\$4,813	\$4,921	\$5,026	\$5,133
	Integrated Track and Field	\$1,615	\$1,651	\$1,686	\$1,722
Category F	M.S. Baseball	\$2,966	\$3,033	\$3,097	\$3,163
	M.S. Basketball (G&B)	\$3,247	\$3,320	\$3,391	\$3,463
	M.S. Field Hockey	\$2,966	\$3,033	\$3,097	\$3,163
	M.S. Softball	\$2,966	\$3,033	\$3,097	\$3,163
	M.S. Soccer (G&B)	\$2,966	\$3,033	\$3,097	\$3,163
	M.S. Track	\$2,966	\$3,033	\$3,097	\$3,163
Category G	M.S. Asst. Basketball (G&B)	\$2,618	\$2,677	\$2,734	\$2,792
	M.S. Asst. Field Hockey	\$2,467	\$2,523	\$2,576	\$2,631
	M.S. Intramurals, FALL (3)	\$2,453	\$2,508	\$2,561	\$2,616
	M.S. Intramurals, WINTER (2)	\$2,453	\$2,508	\$2,561	\$2,616
	M.S. Intramurals, SPRING (2)	\$2,453	\$2,508	\$2,561	\$2,616
	M.S. Soccer (G&B), Asst.	\$2,467	\$2,523	\$2,576	\$2,631
	M.S. Track (G&B), Asst.	\$2,467	\$2,523	\$2,576	\$2,631

APPENDIX D - NON-ATHLETIC EXTRACURRICULAR SALARY SCHEDULE

		FY21 - 2.5% COLA	FY22 - Revised Rates or 2.25% COLA	FY23 - 2.125% COLA	FY24 - 2.125% COLA	
HIGH SCHOOL		<u>Stipend</u>	<u>Level</u>	<u>Stipend</u>	<u>Stipend</u>	
	CLASS ADVISORS (may be up to 3 if enrollment requires)					
	Class Advisors 9 (2 advisors) - each	\$571		\$1,500	\$1,532	\$1,564
	Class Advisors 10 (2 advisors) - each	\$571		\$1,500	\$1,532	\$1,564
	Class Advisors 11 (2 advisors) - each	\$942		\$2,500	\$2,553	\$2,607
	Class Advisors 12 (2 advisors) - each	\$1,683		\$2,500	\$2,553	\$2,607
	Class Coverage	\$33.54		\$34.29	\$35.02	\$35.77
	CLUB AND ACTIVITY ADVISORS					
	Art Club	\$750	1	\$750	\$766	\$782
	Black Student Union	\$750	1	\$750	\$766	\$782
	Bowling Club	\$750	1	\$750	\$766	\$782
	Debate Team	\$1,804	1	\$750	\$766	\$782
	Feminism Club	\$750	1	\$750	\$766	\$782
	Interact Club	\$750	1	\$750	\$766	\$782
	Literary Magazine Advisor	\$1,019	1	\$750	\$766	\$782
	Multicultural Club	\$750	1	\$750	\$766	\$782
	Table Top Games Club	\$750	1	\$750	\$766	\$782
	Newspaper Advisor	\$1,493	1	\$750	\$766	\$782
	Best Buddies (2)	\$750	2	\$1,200	\$1,226	\$1,252
	Chess Club	\$750	2	\$1,200	\$1,226	\$1,252
	Green Club	\$750	2	\$1,200	\$1,226	\$1,252
	Human Rights Academy	\$750	2	\$1,200	\$1,226	\$1,252
	Iron Chef/Culinary Club	\$750	2	\$1,200	\$1,226	\$1,252
	Key Club	\$750	2	\$1,200	\$1,226	\$1,252
	Math Team	\$750	2	\$1,200	\$1,226	\$1,252

	Model UN Club	\$750	2	\$1,200	\$1,226	\$1,252
	Mock Trial	\$3,005	3	\$3,000	\$3,064	\$3,129
	National Honor Society	\$1,230	3	\$3,000	\$3,064	\$3,129
	Student Council Advisor (2)	\$2,246	3	\$2,500	\$2,553	\$2,607
	Yearbook - Literary	\$1,724	3	\$2,000	\$2,043	\$2,086
	Yearbook - Business	\$739	3	\$2,000	\$2,043	\$2,086
	COORDINATORS- SPECIAL PROGRAMS AND EVENTS					
	Awards Night Coordinator (scholarships)	\$654		\$669	\$683	\$698
	Awards Coordinator	\$654		\$669	\$683	\$698
	Community Service Coordinator	\$3,005		\$3,073	\$3,138	\$3,205
	Coordinator of Online Courses	\$5,280		\$5,400	\$5,515	\$5,632
	Graduation Coordinator	\$750		\$767	\$783	\$800
	Scholarships, Coordinator of	\$3,247		\$3,320	\$3,391	\$3,463
	Project Graduation Coordinator	\$1,644		\$1,681	\$1,717	\$1,753
	Department Chair (each)					
	Social Studies	\$5,280		\$5,400	\$5,515	\$5,632
	Math	\$5,280		\$5,400	\$5,515	\$5,632
	Fine and Applied Arts	\$5,280		\$5,400	\$5,515	\$5,632
	Foreign Language	\$5,280		\$5,400	\$5,515	\$5,632
	English	\$5,280		\$5,400	\$5,515	\$5,632
	Guidance	\$5,280		\$5,400	\$5,515	\$5,632
	Technology	\$5,280		\$5,400	\$5,515	\$5,632
	Science	\$5,280		\$5,400	\$5,515	\$5,632
	Project ACCESS	\$5,280		\$5,400	\$5,515	\$5,632
	Physical Education	\$5,280		\$5,400	\$5,515	\$5,632
	Special Education	\$5,280		\$5,400	\$5,515	\$5,632
	Drama Technical Director (per season)	\$2,197		\$2,246	\$2,294	\$2,343

	Driver Ed Classroom (per class)	\$1,164		\$1,190	\$1,215	\$1,241
	Driver Ed Director (208 total hours/annually)	\$7,069		\$7,228	\$7,382	\$7,539
	Driver Ed Road Instructor (per student)	\$408		\$417	\$426	\$435
	ELL Service Coordinator - HS	\$5,280		\$5,400	\$5,515	\$5,632
	International Student Program Coordinator	\$3,152		\$3,233	\$3,302	\$3,372
	First Generation Student Coordinator	\$3,152		\$3,233	\$3,302	\$3,372
	Mentor - Administrative Assistant			\$582	\$594	\$607
	Mentor - Educational Assistant	\$569		\$582	\$594	\$607
	Mentor - Teacher	\$1,036		\$1,059	\$1,082	\$1,105
	Music/Drama, Daily Rate	\$163		\$200	\$204	\$209
	<i>Jazz Band, Chorus, Drama</i>					
	Music/Drama Max daily rate per year**	\$1,609		\$3,000	\$3,064	\$3,129
	Project Access (each)					
	Access Registrar	n/a		n/a	n/a	n/a
	Access Science	\$13,879		\$14,191	\$14,493	\$14,801
	Access ELA	\$13,879		\$14,191	\$14,493	\$14,801
	Access Online Evening	\$13,879		\$14,191	\$14,493	\$14,801
	Access Math	\$13,879		\$14,191	\$14,493	\$14,801
	Tutor (per hour)	\$38.77		\$39.64	\$40.48	\$41.35
		FY21 - 2.5% COLA	FY22 - Revised Rates or 2.25% COLA	FY23 - 2.125% COLA	FY24 - 2.125% COLA	
MIDDLE SCHOOL		Stipend	Level	Stipend	Stipend	Stipend
	Club Advisors: Must work 30 hours (30 weeks @ 1 hour per week) to be eligible for full stipend. More or less than that the stipend will be prorated. Clubs may vary from year to year.	\$750	1	\$750	\$766	\$783
	National Junior Honor Society Advisor	\$920	2	\$1,200	\$1,226	\$1,252
	Model United Nations Club	\$750	2	\$1,200	\$1,226	\$1,252

	Mock Trial	\$750	2	\$1,200	\$1,226	\$1,252
	Student Council Grade 6,7,8 (each)	\$1,118	2	\$1,200	\$1,226	\$1,252
	Arts Day Coordinator		2	\$1,200	\$1,226	\$1,252
	Craft Fair Coordinator		2	\$1,200	\$1,226	\$1,252
	Drama Club Director	\$5,545	3	\$5,500	\$5,617	\$5,736
	Yearbook Club	\$2,025	3	\$2,100	\$2,145	\$2,190
	Music Drama Daily Rate	\$163		\$200	\$204	\$209
	Music Maximum per year	\$1,609		\$3,000	\$3,064	\$3,129
	Subject Coordinators	\$2,906		\$2,971	\$3,034	\$3,099
	Student/Farmer's Market Program Coordinator	\$133/Saturday		\$136/Saturday	\$139/Saturday	\$142/Saturday
	Team Leader (each)	\$2,906		\$2,971	\$3,034	\$3,099
	Tutor (per hour)	\$38.77		\$39.64	\$40.48	\$41.34
	Mentor - Administrative Assistant			\$582	\$594	\$607
	Mentor - Educational Assistant	\$569		\$582	\$594	\$607
	Mentor - Teacher	\$1,036		\$1,059	\$1,082	\$1,105
		FY21 - 2.5% COLA		FY22 - Revised Rates or 2.25% COLA	FY23 - 2.125% COLA	FY24 - 2.125% COLA
ELEMENTARY			Level	Stipend	Stipend	Stipend
	Club Advisors	\$750	1	\$750	\$766	\$782
	Class Coverage	\$33.54		\$34.29	\$35.02	\$35.77
	Department Heads (each)	\$5,280		\$5,400	\$5,513	\$5,630
	Tutor (per hour)	\$38.77		\$39.64	\$40.48	\$41.34
	Music Elementary - hourly rate	\$36.86		\$37.69	\$38.49	\$39.31
	Music Elementary- Maximum per year	\$1,609		\$3,000	\$3,064	\$3,129
	Mentor - Administrative Assistant			\$582	\$594	\$607
	Mentor - Educational Assistant	\$569		\$582	\$594	\$607
	Mentor - Teacher	\$1,036		\$1,059	\$1,082	\$1,105
	Subject Coordinator (each)	\$2,906		\$2,971	\$3,034	\$3,099
	Volunteer Coordinator/Publicist	\$2,909		\$2,971	\$3,034	\$3,099
	Responsive Classroom Coordinator/Mentor	885		905	924	943

		FY21 - 2.5% COLA	FY22 - Revised Rates or 2.25% COLA	FY23 - 2.125% COLA	FY24 - 2.125% COLA
DISTRICT / REGION			Stipend	Stipend	Stipend
	Department Head (K-12 Art, Music, Physical Education)	\$5,280	\$5,400	\$5,515	\$5,632
	ELA Coordinator (K-5)	\$5,280	\$5,400	\$5,515	\$5,632
	ELL Services Coordinator (K-12)	\$5,280	\$5,400	\$5,515	\$5,632
	Extended School Year - Ed Assistants (per hour)	\$19.58	EA's hourly rate	EA's hourly rate	EA's hourly rate
	Extended School Year - Teacher	\$40.00	\$40.90	\$41.77	\$42.66
	Extended School Year - OT/PT/SLP	\$40.00	\$40.90	\$41.77	\$42.66
	Hourly Rate - Teacher - extra hourly work, curriculum development	\$40.00	\$40.90	\$41.77	\$42.66
	IB – Diploma Programme Coordinator	\$5,280	\$5,400	\$5,515	\$5,632
	IB - CAS Coordinator	\$2,640	\$2,670	\$2,727	\$2,785
	IB - Extended Essay Coordinator	\$2,640	\$2,670	\$2,727	\$2,785
	Math Coordinator (K-5)	\$5,280	\$5,400	\$5,515	\$5,632
	Mentor Coordinator - Teacher	\$5,280	\$5,400	\$5,515	\$5,632
	Mentor Facilitator - Teacher	\$590	\$604	\$617	\$630
	Mentor Facilitator - Educational Assistant	\$584	\$597	\$610	\$623
	Nurse Coordinator - District	\$5,280	\$5,399	\$5,513	\$5,630
	Personal Care Stipend	\$1,099	\$1,124	\$1,147	\$1,172
	Student Services - OT/PT/SLP, extra assignment or ESY	\$40.00	\$40.90	\$41.77	\$42.66
	Class Coverage	\$33.54	\$34.29	\$35.02	\$35.77
	Title 1 Coordinator - Summer	\$2,252	\$2,303	\$2,352	\$2,401
	Title 1 Coordinator – Winter	\$5,280	\$5,400	\$5,515	\$5,632

Stipend Design Effective 7/1/2021

Purpose:

Use consistent criteria to designate faculty/staff stipends in terms of compensation aligned with expectations.

Expectations/Criteria and Compensation Chart

Level	Criteria	High School Clubs	Middle	ELEM.	Compensation
One	<p>Meets weekly and/or a minimum of 30 hours/school year)</p> <p>Social and/or defined activity within school</p> <p>Minimal planning/preparation</p>	<ul style="list-style-type: none"> ● Literary Magazine/Newspaper/ Journalism Club ● Art ● Black Student Union ● Bowling Club ● Feminism Club ● Table Top Games ● Haiti Club ● Debate Club ● New Club with approval by principal 	<ul style="list-style-type: none"> ● Newspaper -Fy21 ● Pride Club-Fy21 ● Among Us Club-FY21 ● Art Club ● Board Game Club ● Breakfast Club ● Chess Club ● AM Gym-5 days ● Green Thumb ● Harry Potter ● Homework-4 days ● Just Dance ● LEGO ● Mythology ● Trunks & Turtles ● PM Workout Club - 5 days <p>NOTE: Some clubs vary year to year based on student interest / staff proposal to Principal for approval</p>	<ul style="list-style-type: none"> ● Varies year to year 	\$750 per Club
Two	<p>Meets weekly and/or a minimum of 30 hours/school year</p> <p>Social and/or defined activity within school</p> <p>Outside Competitions/Trips</p> <p>Preparation</p> <p>Product/Presentation of sorts</p>	<ul style="list-style-type: none"> ● Model UN ● Key Club ● Chess Club ● Green Club ● Human Rights Academy ● Math Club ● Culinary Club ● Best Buddies 	<ul style="list-style-type: none"> ● Drama Club-2 days ● Mock Trial ● Model UN ● Nat. Jr. Honor Society 		\$1200 per Club
Three	<p>Meets weekly and/or a minimum of 30 hours/school year</p> <p>Social and/or defined activity within school</p> <p>Outside Competitions/Events/Trips</p>	<ul style="list-style-type: none"> ● National Honor Society \$3000 ● Yearbook (Literary and Business) \$4000 ● Mock Trial \$3000 ● Student Council \$5000 (split between 2) 	<ul style="list-style-type: none"> ● Yearbook -\$2,100 ● Drama Club - 2 days \$5500 		Amounts per Club to be split based on the number of advisors per year (usually 2 advisors)

	<p>Continuous Preparation</p> <p>Product/Presentation of sorts</p> <p>Multiple Events-year long</p>				
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Notes on Procedures:

- Annual Posting of Positions
- Administrator charged with club oversight
- Non-compensated clubs recognized by school outside of contract
- Attendance recorded in Aspen
- Monthly log submitted to club administrator
- Yearly report submitted by club leader and reviewed by Principal
- Annual end of year review to determine current offerings
- Advertisement of opportunities (Prior to Spring Break)
- New/continuing assignments (Pre-graduation New Contracts)
- Clubs that are inactive are not eligible for a stipend; if inactive for 3 years will be reevaluated in same manner as a new club
- Proposed new clubs and eligibility for stipend is at Principal discretion based on student interest/impact and planned budget

APPENDIX E

²Summary of Parental and Family Leave for School Employees

Massachusetts Parental Leave Law

This is a state law (M.G.L. c. 149, § 105D) allowing employees eight weeks of consecutive leave for childbirth or adoption. You are eligible to exercise leave under this law if you have completed any probationary period (not to exceed three months). Under the Massachusetts Parental Leave Law, unlike the Family and Medical Leave Act, you are entitled to eight weeks immediately following your child's birth or adoption, whether or not you have exercised other leave prior to your child's arrival. MPLL leave may be with or without pay. The employer is entitled to two weeks' notice of anticipated exercise of MPLL leave.

Family and Medical Leave Act

This is a federal law (29 U.S.C. §§ 2601-2654) providing a total of 12 weeks of leave during a 12-month period for any combination of the following reasons: (1) the birth, adoption or foster care of a child; (2) the employee's own serious health condition, and (3) care for a parent, spouse or dependent who has a serious health condition. For parental leave purposes, leave under the Family and Medical Leave Act must be taken in consecutive weeks unless the employer and employee agree otherwise. Further, you may exercise parental leave under FMLA only during the 12 months following the birth or adoption of your child. If your intention to exercise parental leave is foreseeable, you are required to give your employer at least 30 days' notice of your intention to take FMLA leave. Leave may commence in less than 30 days if the birth or adoption placement occurs earlier than anticipated, but notice must still be given as soon as practicable. Under the Family and Medical Leave Act, vacation weeks do not count against your 12-week entitlement. If you use three weeks of FMLA leave at the end of one school year, you will have nine weeks left at the beginning of the next school year.

Small Necessities Leave Act

The Small Necessities Leave Act is a state law that allows eligible employees up to 24 hours of leave every year in addition to the 12 weeks allowed under the Family and Medical Leave Act, for the following purposes:

- To accompany a child to routine medical or dental appointments, such as checkups or vaccinations;
- To participate in school activities directly related to a child's educational advancement, such as parent-teacher conferences;
- To accompany an elderly relative to routine medical or dental appointments or for other professional services related to the elder's care.
- To be eligible for SNLA leave, you must meet the same criteria as for FMLA leave.

Eligibility for leave under the FMLA and SNLA

This leave is available to employees who have worked for the school district for at least 12 months (not necessarily consecutively) and who have worked at least 1,250 hours during the immediate prior 12 months. Full-time K-12 professional instructional employees who have worked a full school year are presumed to meet the hours requirement. Education Support Professionals and other higher education personnel are not entitled to this presumption. Part-time ESPs may not meet the 1,250-hour threshold.

² http://www.massteacher.org/memberservices/~media/Files/legal/dls_qa_pregnancy_parental_leave_web.pdf
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Nauset Public Schools

Educator Evaluation:

Teacher and Caseload Educator Contract Language,
Evaluation Forms, and Rubrics

May 2021

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Appendix A: Guide to Specialized Instructional Support Personnel (SISP) Rubric:

Appendix B: Guide to Teacher Rubric

Appendix C: Educator Evaluation Forms: See Teachpoint

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 and which may be updated from time to time by the Department of Elementary and Secondary Education. 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**

- A) **Artifacts of Professional Practice:** Products of an Educator's work and student work samples that demonstrate the Educator's knowledge and skills with respect to specific performance standards. In preparation, the Educator should collect this evidence throughout the evaluation cycle.
- B) **Caseload Educator:** Educators who teach or counsel individual or small groups of students through consultation with the regular classroom teacher, for example, school nurses, guidance counselors, occupational and physical therapists, speech and language pathologists, and some reading specialists and special education teachers.
- C) **Classroom teacher:** Educators who teach preschool-grade 12 whole classes, and teachers of special subjects such as art, music, library, and physical education. May also include special education teachers and reading specialists who teach whole classes.
- D) **Categories of Evidence:** Multiple measures of student learning, growth, and achievement, judgments based on observations and artifacts of professional practice, including unannounced observations of practice of any duration; and additional evidence relevant to one or more Standards of Effective Teaching Practice.
- E) **Educator(s):** Inclusive term that applies to all classroom teachers and caseload educators, unless otherwise noted.

- F) **Educator Plan:** The growth or improvement actions identified as part of each Educator's evaluation. The type of plan is determined by the Educator's career stage, overall performance rating, and the rating of impact on student learning, growth, and achievement. There shall be four types of Educator Plans:
- i) **Developing Educator Plan** shall mean a plan developed by the Educator and the Evaluator for one (1) school year or less for an Educator without Professional Teacher Status (PTS); or, at the discretion of an Evaluator, for an Educator with PTS working his/her first year in a new school or under a different license.
 - ii) **Self-Directed Growth Plan** shall mean a plan developed by the Educator for one (1) or two (2) school years for Educators with PTS who are rated proficient or exemplary.
 - iii) **Directed Growth Plan** shall mean a plan developed by the Educator and the Evaluator of one (1) school year or less for Educators with PTS who are rated needs improvement.
 - iv) **Improvement Plan** shall mean a plan developed by the Evaluator of at least thirty (30) school days and no more than one school year for Educators with PTS who are rated unsatisfactory with goals specific to improving the Educator's unsatisfactory performance. In those cases where an Educator is rated unsatisfactory near the close of a school year, the Educator may choose to include activities on the Improvement Plan that occur during the summer before the next school year begins.
- G) **ESE:** The Massachusetts Department of Elementary and Secondary Education.
- H) **Evaluation:** The ongoing process of defining goals and identifying, gathering, and using information as part of a process to improve professional performance (the "formative evaluation" and "formative assessment") and to assess total job effectiveness and make personnel decisions (the "summative evaluation").
- I) **Evaluator:** Any person designated by the Superintendent who has responsibility for any or all of the components of observation and evaluation including developing or collaborating in the development of the Educator Plan, supervising the Educator's progress through formative assessments, evaluating the Educator's progress toward attaining the Educator Plan goals, and determining the Educator's performance ratings and evaluation. The Superintendent is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation through programs such as but not limited to Observing and Analyzing Teaching. Each Educator will have one Evaluator at any one time responsible for determining performance ratings. The Superintendent may also identify an alternative, substitute, or contributing Evaluator when necessary. These may include Principals, Assistant Principals, Superintendent, Assistant Superintendent, Director of Preschool, or Director of Student Services.
- i) **Teaching Staff Assigned to More Than One (1) Building:** Each Educator who is assigned to more than one building will be evaluated by the appropriate administrator where the individual is assigned most of the time. The principal of each building in which the Educator serves must review and sign the evaluation, and may add written comments. In cases where there is no predominate assignment, the superintendent will determine who the Evaluator will be.
 - ii) **Notification:** The Educator shall be notified in writing of his/her Evaluator at the outset of each new evaluation cycle. The Evaluator may be changed upon notification in writing to the Educator.

- J) **Evaluation Cycle:** A five-component process that all Educators follow consisting of 1) Self-Assessment; 2) Goal-setting and Educator Plan development; 3) Implementation of the Plan; 4) Formative Assessment Evaluation; and 5) Summative Evaluation.
- K) **Experienced Educator:** An educator with Professional Teacher Status (PTS).
- L) **Family:** Includes students' parents, legal guardians, foster parents, or primary caregivers.
- M) **Formative Assessment:** The process used to assess progress towards attaining goals set forth in Educator plans, performance on standards, or both. This process may take place at any time(s) during the cycle of evaluation, but typically takes place at mid-cycle.
- N) **Formative Evaluation:** An evaluation conducted at the end of Year 1 for an Educator on a 2-year Self-Directed Growth plan which is used to arrive at a Performance Rating (Exemplary, Proficient, Needs Improvement, Unsatisfactory) on progress towards attaining the goals set forth in the Educator Plan, performance on Standards and Indicators of Effective Teaching Practice, or both.
- O) **Goal:** A specific, actionable, and measurable area of improvement as set forth in an Educator's plan. A goal may pertain to any or all of the following: Educator practice in relation to Performance Standards, Educator practice in relation to indicators, or specified improvement in student learning, growth, and achievement. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the same role.
- P) **Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.
- Q) **Multiple Measures of Student Learning:** Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments, if state assessments are available, and student English Proficiency Assessment gain scores.
- R) **Observation:** A data gathering process that includes notes and judgments made during one or more classroom or worksite visits(s) of any duration by the Evaluator and may include examination of artifacts of practice including student work. Classroom or worksite observations conducted pursuant to this article must result in feedback to the Educator. Normal supervisory responsibilities of department, building, and district administrators will also cause administrators to drop in on classes and other activities in the worksite at various times as deemed necessary by the administrator. Carrying out these supervisory responsibilities, when they do not result in targeted and constructive feedback to the Educator, are not observations as defined in this Article.
- S) **Parties:** The Nauset Education Association and the Nauset School Committees are the parties to this agreement.

- T) **Performance Rating:** Describes the Educator's performance on each performance standard and overall. There shall be four (4) performance ratings:
- Exemplary: the Educator's performance consistently and significantly exceeds the requirements of a standard or overall. The rating of exemplary on a standard indicates that practice significantly exceeds proficient and could serve as a model of practice on that standard district-wide.
 - Proficient: the Educator's performance fully and consistently meets the requirements of a standard or overall. Proficient practice is understood to be fully satisfactory.
 - Needs Improvement: the Educator's performance on a standard or overall is below the requirements of a standard or overall, but is not considered to be unsatisfactory at this time. Improvement is necessary and expected.
 - Unsatisfactory: the Educator's performance on a standard or overall has not significantly improved following a rating of needs improvement, or the Educator's performance is consistently below the requirements of a standard or overall and is considered inadequate, or both.
- U) **Performance Standards:** Locally developed standards and indicators pursuant to M.G.L. c. 71, § 38 and consistent with, and supplemental to 603 CMR 35.00.
- V) **Professional Teacher Status:** PTS is the status granted to an Educator pursuant to M.G.L. c. 71, § 41.
- W) **Rating of Overall Educator Performance:** The Educator's overall performance rating is based on the Evaluator's professional judgment and examination of evidence of the Educator's performance against the four Performance Standards and the Educator's attainment of goals set forth in the Educator Plan, as follows:
- i) Standard 1: Curriculum, Planning and Assessment
 - ii) Standard 2: Teaching All Students
 - iii) Standard 3: Family and Community Engagement
 - iv) Standard 4: Professional Culture
 - v) Attainment of Professional Practice Goal(s)
 - vi) Attainment of Student Learning Goal(s)
- X) **Rubric:** A scoring tool that describes characteristics of practice or artifacts at different levels of performance. The rubrics for Standards and Indicators of Effective Teaching Practice are used to rate Educators on Performance Standards, these rubrics consists of:
- i) Standards: Describes broad categories of professional practice, including those required in 603 CMR 35.03
 - ii) Indicators: Describes aspects of each standard, including those required in 603 CMR 35.03

- iii) **Elements:** Defines the individual components under each indicator
 - iv) **Descriptors:** Describes practice at four levels of performance for each element
- Y) **Self-Assessment:** A process through which the Educator analyzes the evidence of student learning and assesses practices against performance standards for the purpose of developing the Educator's Plan which includes proposed goals and action steps.
- Z) **Summative Evaluation:** An evaluation used to arrive at a rating on each standard, an overall rating, and as a basis to make personnel decisions. The summative evaluation includes the Evaluator's judgments of the Educator's performance against Performance Standards and the Educator's attainment of goals set forth in the Educator's Plan.
- AA) **Superintendent:** The person employed by the school committee pursuant to M.G.L. c. 71 §59 and §59A. The superintendent is responsible for the implementation of 603 CMR 35.00.
- BB) **Teacher:** An Educator employed in a position requiring a certificate or license as described in 603 CMR 7.04(3) (a, b, and d) and in the area of vocational education as provided in 603 CMR 4.00. Teachers may include, for example, classroom teachers, librarians, guidance counselors, or school nurses.
- CC) **Trends in Student Learning:** At least three (3) years of data from multiple measures of student learning, growth, and achievement used in determining the Educator's rating on impact on student learning as high, moderate or low.
- DD) **Walk-through:** Walk-throughs, Learning Walks, Instructional Rounds and other like procedures by any other name (herein called "walkthroughs") are intended to gauge the overall climate, culture and instruction within a school, program or department, and entail walking into multiple classrooms, usually for less than five (5) minutes each. Observations from walkthroughs summarize the aggregate climate, culture and instruction rather than commenting on individual teachers, and are used to talk about observed patterns and trends across classrooms. Walkthroughs are not unannounced observations as defined in this evaluation system. A walkthrough can be announced or unannounced. There are no limits on the number of walkthroughs that can be conducted, provided that all educators in a school shall have a similar number of such visits.

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) Data from at least two (2) measures of student learning related to the Massachusetts Curriculum Frameworks or the Massachusetts Vocational Technical Education Frameworks or other relevant frameworks that are comparable across grades and/or subjects district-wide. These measures may include: portfolios, approved commercial assessments, pre and post unit and course assessments, and capstone projects. The measures will be selected from a list of measures that have been deemed to be

credible, reliable, and valid.

- iii) One (1) such measure may be the MCAS Student Growth Percentile (SGP) or Massachusetts English Proficiency Assessment gain scores, if applicable, in which case at least two (2) years of data is required.

iv) 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.

- v) For Educators whose primary role is not as a classroom teacher, the appropriate measures of the Educator's contribution to student learning, growth, and achievement shall be based on the Educator's role and responsibility.

B) Judgments based on observations and artifacts of practice including:

- i) Unannounced observations of practice of any duration.
- 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, including but 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 goals(s);
- iii) Evidence of progress toward student learning outcomes goal(s).
- iv) Student Feedback – see #23 below and:
- v) Any other relevant evidence that the Evaluator shares with the Educator. Other relevant evidence could include information provided by other administrators such as but not limited to the Superintendent.

4) **Rubric**

The rubrics are a scoring tool used for the Educator's self-assessment, the formative assessment, the formative evaluation, and the summative evaluation. See attached rubrics.

5) **Evaluation Cycle: Annual Orientation and Training**

- A) By September 15th 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 all Educators with directions for obtaining a copy of the forms used by the district, district and school goals and priorities, and professional development opportunities. These forms and information will be electronically provided.
 - iii) 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.
 - iv) Additional guidance for educators new to the district will be provided during orientation by an administrator.

6) **Evaluation Cycle: Self-Assessment**

A) **Completing the Self-Assessment**

- i) The evaluation cycle begins with the Educator completing and submitting self-assessment and proposed goals to the Evaluator by October 1st or within four (4) weeks of the start of their employment at the school.
- ii) The self-assessment includes:
 - (a) An analysis of evidence of student learning, growth, and achievement for students under the Educator's responsibility.
 - (b) An assessment of practice against each of the four Performance Standards of effective practice using the attached rubrics.
 - (c) Proposed goals to pursue:
 - (1st) At least one (1) goal directly related to improving the Educator's own professional practice.
 - (2nd) At least one (1) goal directly related to improving student learning.
 - (d) Educators identify one (1) element from each of the four (4) standards in the evaluation rubric as individualized focus elements based upon individual needs, desires, and reflection of Educator's current practice. Evaluators may evaluate the

Educator on any of the indicators or elements:

Standard I – Curriculum, Planning, and Assessment (Choose ONE [1] focus element.)

Standard II – Teaching All Students (Choose ONE [1] focus element.)

Standard III – Family and Community Engagement (Choose ONE [1] focus element.)

Standard IV – Professional Culture (Choose ONE [1] focus element.)

In addition to these elements, the administration reserves the authority to choose an element as a district-focus.

7) Evaluation Cycle: Proposing the Goals

- i) Educators must consider goals for grade-level, subject-area, department teams, or other groups of Educators who share responsibility for student learning and results, except as provided in (ii) below. Educators may meet with teams to consider establishing team goals. Evaluators may participate in such meetings.
- ii) For Educators in their first year of practice, the Evaluator or his/her designee will meet with each Educator by October 1st (or within four [4] weeks of the Educator's first day of employment if the Educator begins employment after September 15th) to assist the Educator in completing the self-assessment and drafting the professional practice and student learning goals which must include induction and mentoring activities.
- iii) Unless the Evaluator indicates that an Educator in his/her second or third years of practice should continue to address induction and mentoring goals pursuant to 603 CMR 7.12, the Educator may address shared grade level or subject area team goals. The Evaluator may approve other team goals such as interdisciplinary or vertical team goals.
- iv) For Educators with PTS and ratings of Proficient or Exemplary, the goals may be team goals. In addition, these Educators may include individual professional practice goals that address enhancing skills that enable the Educator to share proficient practices with colleagues or develop leadership skills.
- v) For Educators with PTS and ratings of Needs Improvement or Unsatisfactory, the professional practice goal(s) must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject area team goals. The Evaluator may approve other team goals such as interdisciplinary or vertical team goals.

8) **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 (1) goal for the improvement of student learning. 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 similar roles and/or responsibilities.
- B) To determine the goals to be included in the Educator Plan, the Evaluator reviews the goals the Educator has proposed, using evidence of Educator performance, growth and achievement based on the Educator's self-assessment and other sources that Evaluator shares with the Educator. The process for determining the Educator's impact on student learning, growth, and achievement will be determined pursuant to #22 of this document. Evaluators and Educators shall consider creating team goals. The Evaluator retains final authority over goals to be included in an Educator's plan.
- C) Educator Plan Development Meetings shall be conducted as follows:
 - i) Educators in the same school may meet with the Evaluator in teams and/or individually at the end of the previous evaluation cycle or by October 15th of the next academic year to develop their Educator Plan. Educators shall not be expected to meet during the summer hiatus.
 - ii) For those Educators new to the school, the meeting with the Evaluator to establish the Educator Plan must occur by October 15th or within six (6) weeks of the start of their assignment in that school.
 - iii) The Evaluator shall meet individually with Educators with PTS and ratings of Needs Improvement or Unsatisfactory to develop professional practice goal(s) that must address specific standards and indicators identified for improvement. The goals may address individual, shared grade level or subject matter goals.
 - iv) For Educators with Professional Teacher Status with ratings of Proficient or Exemplary, the meeting with the Evaluator may include the development of professional practice goals that address enhancing skills that enable the Educator to model proficient practices with colleagues or develop leadership skills.

D) The Educator Plan shall be developed and submitted to the Evaluator by November 1st in accordance with the descriptions of plans in this document. The Evaluator shall approve and return the Educator Plan within five (5) school days of its receipt. The Educator shall sign the Educator Plan and return it to the Evaluator within five (5) school days of its receipt and may include a written response which shall be attached to the plan. The signature does not indicate agreement or disagreement with its contents. The evaluator retains final authority over the content of the Educator's Plan.

9) **Evaluation Cycle: Observation of Practice and Examination of Artifacts- Educators without PTS**

- A) In the first year of practice or first year assigned to a school:
 - i) The Educator shall have at least one (1) announced observation during the school year using the protocol described in Section 11.B. of this document.
 - ii) The Educator shall have at least four (4) unannounced observations during the school year.
- B) In their second and third years of practice or second and third years as a non-PTS Educator in the school:
 - iii) The Educator shall have at least three (3) unannounced observations during the school year. The educator may request an announced observation in place of one (1) unannounced observation.

10) **Evaluation Cycle: Observation of Practice and Examination of Artifacts- Educators with PTS**

- A) The Educator whose overall rating is Proficient or Exemplary must have at least one (1) unannounced and one (1) announced observation during Year 2 of the two (2)-year evaluation cycle. During Year 1, Evaluators may use evidence gathered during observations to support the writing of the Formative Evaluation Report.
- B) The Educator whose overall rating is Needs Improvement must be observed according to the Directed Growth Plan during the period of the Plan which must include at least two (2) unannounced observations
- C) The Educator whose overall rating is Unsatisfactory must be observed according to the Improvement Plan which must include both unannounced and announced observations. The number and frequency of the observations shall be determined by the Evaluator, but in no case, for improvement plans of one (1) year, shall there be fewer than one (1) announced and four (4) unannounced observations. For Improvement Plans of six (6) months or fewer, there must be no fewer than one (1) announced and two (2) unannounced observations

11) Observations

The Evaluator's first observation of the Educator should take place by November 15th. Observations required by the Educator Plan should follow the timeline in Section 20.A. with all observations completed by May 15th. The Evaluator may conduct additional observations after this date.

The Evaluator is not required nor expected to review all the indicators in a rubric during an observation.

A) Unannounced Observations

- i) Unannounced observations may be in the form of partial or full-period classroom sit down visitations, of any duration.
- ii) The Educator will be provided with at least brief written feedback from the Evaluator within three (3) to five (5) school days of the observation. The written feedback shall be delivered to the Educator in person, by email notification, placed in the Educator's mailbox or mailed to the Educator's home. Upon request of the Evaluator or Educator a meeting shall be held within five (5) school days of the request for the purpose of discussing the feedback.
- iii) Any observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement for the first time must be followed by at least one observation of at least thirty (30) minutes in duration within twenty (20) school days.

B) Announced Observations

- i) All non-PTS Educators in their first year in the school, PTS Educators on Improvement Plans, and other educators at the discretion of the evaluator shall have at least one (1) announced observation using the Evaluator Record of Evidence Form.
 - (a) The Evaluator and Educator shall select an agreed upon date and time of the lesson or activity to be observed and discuss with the Educator any specific goal(s) for the observation.
 - (b) Within five (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
 - (1st) The Educator shall provide the Evaluator a draft of the lesson, student conference, IEP plan, or activity. If the actual plan is different, the Educator will provide the Evaluator with a copy prior to the observation.
 - (2nd) Scheduled announced observations may only be postponed in the case of emergency. The Educator will be notified as soon as possible. The observation will be rescheduled with the Educator as soon as reasonably practicable.

(C) Within five (5) school days of the observation, the Evaluator and Educator shall meet for a post-observation conference. This timeframe may be extended due to unavailability on the part of either the Evaluator or the Educator, but shall be rescheduled within twenty-four (24) hours if possible.

(d) The Evaluator shall provide the Educator with written feedback within five (5) school days of the post-observation conference. For any standard where the Educator's practice was found to be Unsatisfactory or Needs Improvement, the feedback must:

(1st) Describe the basis for the Evaluator's judgment.

(2nd) Describe actions the Educator should take to improve his/her performance.

(3rd) Identify support and/or resources the Educator may use in his/her improvement.

(4th) State that the Educator is responsible for addressing the need for improvement.

12) **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 make frequent unannounced visits to classrooms. 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.

B) Formative Assessment may be ongoing throughout the evaluation cycle but typically takes place mid-cycle when a Formative Assessment report is completed. For an Educator on a two (2)-year Self-Directed Growth Plan, the mid-cycle Formative Assessment report is replaced by the Formative Evaluation report at the end of Year One. See Section 13 of this document.

C) The Formative Assessment report provides written feedback and Performance Ratings (Proficient, Exemplary, Needs Improvement, Unsatisfactory) to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall.

D) The Evaluator will follow the timeline for the Formative Assessment report. No less than thirty (30) school days before this date, the Evaluator will inform the Educator in writing of this date.

E) Consistent with the timeline, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice, and student learning goals. The educator may provide to the evaluator additional evidence of the educator's performances against the four (4) Performance Standards. In preparation, Educators should collect this evidence throughout the evaluation cycle.

F) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator shall meet either before or after completion of the Formative Assessment Report for the purpose of discussing the Report. This meeting shall occur within five (5) school days of the request.

- G) 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 and delivered face-to-face, by email notification, or to the Educator's school mailbox or home.
 - H) The Educator may reply in writing to the Formative Assessment report within ten (10) school days of receiving the report. The Educator's reply shall be attached to the report.
 - I) The Educator shall sign the Formative Assessment report within five (5) school days of receiving the report. The signature indicates that the Educator received the Formative Assessment report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
 - J) As a result of the Formative Assessment Report, the Evaluator may change the activities in the Educator Plan.
 - K) If the rating in the Formative Assessment Report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.
- 13) **Evaluation Cycle: Formative Evaluation for Two (2) Year Self-Directed Plans Only**
- A) Educators on two year Self-Directed Growth Educator Plans receive a Formative Evaluation report by June 10 of the first year of the two (2)-year cycle. The Educator's performance rating for that year shall be assumed to be the same as the previous summative rating unless evidence demonstrates a significant change in performance in which case the rating on the performance standards may change, and the Evaluator may place the Educator on a different Educator plan, appropriate to the new rating.
 - B) The Formative Evaluation report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on each performance standard and overall.
 - C) The Evaluator will establish the due date for the Formative Evaluation report. No less than thirty (30) school days before the due date the Evaluator will inform the Educator in writing of this date.
 - D) By May 25th, the Educator shall provide to the Evaluator evidence of Standard 3 and Standard 4, and progress on attaining professional practice and student learning goals. The Evaluator Record of Evidence for classroom observations shall serve as evidence for Standard 1 and Standard 2. In preparation, Educators should collect this evidence throughout the evaluation cycle.
 - E) The Evaluator shall complete the Formative Evaluation report and provide a copy to the Educator. All Formative Evaluation reports must be signed by the Evaluator and delivered face-to-face, by email notification or to the Educator's school mailbox or home by the established due date which shall be no later than June 10 of Year One. Upon request of the Educator or Evaluator, a meeting will be held within five (5) school days of the request for the purpose of discussing the report.
 - F) The Educator may reply in writing to the Formative Evaluation report within five (5) school days of receiving the report or a meeting if one occurs. The Educator's reply shall be attached to the report.
 - G) The Educator shall sign the Formative Evaluation report within five (5) school days of receiving the report. The signature indicates that the Educator received the Formative Evaluation report by the established due date. The signature does not indicate agreement or disagreement with its contents.

- H) In the event of a change in the Educator's rating on the formative evaluation report, the Educator shall collaborate with the Evaluator to adjust the activities in the Educator Plan.
 - I) If the rating in the Formative Evaluation report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.
- 14) **Evaluation Cycle: Summative Evaluation**
- A) The evaluation cycle concludes with a summative evaluation report. For Educators on a one (1) or two (2) year Educator Plan, the summative report must be written and provided to the educator as noted in the timeline.¹
 - B) The Evaluator determines a rating on each standard and an overall Performance Rating (Proficient, Exemplary, Needs Improvement, and Unsatisfactory) 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.
 - C) The professional judgment of the primary evaluator shall determine the overall summative rating that the Educator receives.
 - D) For an Educator whose overall Performance Rating is Exemplary or Proficient and whose impact on student learning is low, the Evaluator's supervisor may discuss and review the rating with the Evaluator. In such cases the supervisor shall confirm or revise the Educator's rating.
 - E) The summative evaluation Performance Rating must be based on evidence from multiple categories of evidence. MCAS Growth scores shall not be the sole basis for a summative evaluation rating.
 - F) To be rated proficient overall, the Educator shall, at a minimum, have been rated proficient on the Curriculum, Planning and Assessment and the Teaching All Students Standards of Effective Teaching Practice. Any areas rated Needs Improvement will become a specific goal in the next Educator plan.
 - G) The Evaluator will establish a due date for the Summative Evaluation report which shall not be later than May 25.
 - H) By May 15, the Educator will provide to the Evaluator no more than two (2) pieces of evidence for each of the Focus Elements selected in Standard 1, Standard 2, Standard 3, and Standard 4, and progress on attaining professional practice and student learning goals. In preparation, Educators should collect this evidence throughout the evaluation cycle.
 - I) The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.
 - J) The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Educator face-to-face, by email notification, or to the Educator's school mailbox or home no later than May 25th.
 - K) The Evaluator shall meet with the Educator rated Needs improvement or Unsatisfactory to discuss the Summative Evaluation. The meeting shall occur by June 1st.
 - L) The Evaluator may meet with the Educator rated Proficient or Exemplary to discuss the

Summative Evaluation, if either the Educator or the Evaluator requests such a meeting. The meeting shall occur by June 15th.

- M) Upon mutual agreement, the Educator and the Evaluator may develop the Self-Directed Growth Plan for the following two (2) years during the meeting on the Summative Evaluation report.
 - N) The Educator shall sign the final Summative Evaluation report by June 1. The signature indicates that the Educator received the Summative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
 - O) The Educator shall have the right to respond in writing to the summative evaluation which shall become part of the final Summative Evaluation report.
 - P) A copy of the signed final Summative Evaluation report shall be filed in the Educator's personnel file.
- 15) **Educator Plans - General**
- A) Educator Plans shall be designed to provide Educators with feedback for improvement, professional growth, strategies to improve student achievement, and opportunities to demonstrate leadership through such activities including but not limited to modeling best practices; and to ensure Educator effectiveness and accountability. The Plan must be aligned to the Standards and Indicators and be consistent with district and school goals.
 - B) The Educator Plan shall include, but is not limited to:
 - i) At least one (1) goal related to improvement of practice tied to one (1) or more Performance Standards;
 - ii) At least one (1) goal for the improvement of the learning, growth and achievement of the students under the Educator's responsibility;
 - iii) An outline of actions the Educator must take to attain the goals and benchmarks to assess progress. Actions must 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.
 - C) It is the Educator's responsibility to attain the goals in the Plan and may participate in appropriate trainings and professional development provided through the state, district, or other providers in accordance with the Educator Plan. These activities may take place during the contractual workday when appropriate and may be paid for by the district.
- 16) **Educator Plans: Developing Educator Plan**
- A) The Developing Educator Plan is for one school year or less for all Educators without PTS, and, at the discretion of the Evaluator, Educators with PTS working his/her first year in a new school or under a different license.
 - B) The Educator shall be evaluated at least annually.

17) **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 evaluation report is completed by June 10 at the end of Year 1 and a Summative Evaluation report by May 25th at the end of Year 2.

18) **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 report for the Educator at the end of the period determined by the Plan, but at least annually, and in no case later than June 1st.
- 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.
- F) The Educator shall have the right to respond in writing to the Summative Evaluation which shall become part of the final Summative Evaluation report.
- G) A copy of the signed final Summative Evaluation report shall be filed in the Educator's personnel file.

19) **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 thirty (30) school days and no more than one (1) school year. In the case of an Educator receiving a rating of Unsatisfactory near the close of one (1) school year, the Educator may choose to include activities on the Improvement Plan that occur during the summer before the next school year begins.
- 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 an Evaluator who is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan.
- 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 (10) 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 Nauset Education Association attend the meeting(s).
 - iii) If the Educator consents, the Nauset Education 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), indicators (as described in the attached rubrics), 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 Evaluator; and,

- vii) Include the signatures of the Educator and Evaluator.

H) A copy of the signed Plan shall be provided to the Educator within five (5) school days of the Improvement Plan meeting. The Educator's signature indicates that the Educator received the Improvement Plan within five (5) school days of the Improvement Plan meeting. The 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 no later than June 1st. One (1) of three (3) decisions must be made at the conclusion of the Improvement Plan:
 - (a) Decision 1: If the Evaluator determines that the Educator who was on an Improvement Plan has improved his/her practice to the level of proficiency, the Educator will be placed on a Self-Directed Growth Plan.
 - (b) Decision 2: In those cases where the Educator was placed on an Improvement Plan as a result of his/her summative rating at the end of his/her Directed Growth Plan, 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) Decision 3A: In those cases where the Educator was placed on an Improvement Plan as a result of his/her Summative rating at the end of his/her 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) Decision 3B: 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.

J) The Educator shall have the right to respond in writing to the Summative Evaluation which shall become part of the final Summative Evaluation report.

K) A copy of the signed final Summative Evaluation report shall be filed in the Educator's personnel file.

B) Educators on Plans of Less than One (1) Year

- i) The timeline for educators on Plans of less than one (1) year will be established in the Educator Plan.

21. Career Advancement

- A) In order to attain Professional Teacher Status, the Educator should achieve ratings of Proficient or Exemplary on each Performance Standard and overall. A principal considering making an employment decision that would lead to PTS for any Educator who has not been rated Proficient or Exemplary on each performance standard and overall on the most recent evaluation shall confer with the superintendent by May 1. The principal's decision is subject to review and approval by the Superintendent.

22. Using Student feedback in Educator Evaluation

Upon receiving model contract language, direction, and guidance from DESE on using student feedback in Educator Evaluation, the parties agree to bargain with respect to this matter.

23. General Provisions

- A) Only Educators who are licensed in administration may serve as Evaluators of Educators. For this agreement, these include Principals, Assistant Principals, Superintendent, Assistant Superintendent, Director of Preschool, and the Director of Student Services as described in J under Definitions.
- 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 ensure that Evaluators participate in professional development 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 or Needs Improvement. 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. The Evaluator may attend any such meeting at the discretion of the Superintendent or Assistant Superintendent.
 - E) Violations of this article are subject to the grievance and arbitration process.
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Nauset Public Schools - Teacher Evaluation Schedule Non-PTS and PTS Educators

Evaluation Item	Non-PTS Teachers			PTS Teachers	
Meet with Educators to explain evaluation process	Orientation Days for new staff and by September 15th for all Non-PTS			By September 15th	
Educator submits self-assessment and goals	By October 1st			Year 1 of 2-year cycle: PTS submits self-assessment and goals by October 1st; Year 2 of 2-year cycle: PTS may adjust or update goals (only if needed) by October 1st	
Meetings with Evaluator to develop Educator Plan	by October 15th			Year 1 of 2-year cycle: PTS meets with Evaluator by October 15th to review goals and develop plan; Year 2 of 2-year cycle: PTS may adjust plan with Evaluator (only if needed) by October 15th	
Educator Plan submitted by Educator	by November 1st			by November 1st	
Observations	Year 1 Non-PTS	Year 2 Non-PTS	Year 3 Non-PTS	Year 1 of 2-year Cycle	Year 2 of 2-year Cycle
First observation completed - Announced or Unannounced	By November 15th [Note that 2nd and 3rd year Non-PTS need three (3) unannounced observations]			Optional in Year 1	By November 15th - Must have one (1) announced and one(1) unannounced during cycle
Second observation	By January 15- Total of one (1) announced and four (4) unannounced	By February 1- Total of three (3) unannounced	By February 1- Total of three (3) unannounced		By May 15th - One (1) announced and one (1) unannounced by this date
Third observation	By March 15 - Total of one (1) announced and four (4) unannounced	By May 15 - Total of three (3) unannounced	By May 15 - Total of three (3) unannounced		
Fourth observation	By April 15 - Total of one (1) announced and four (4) unannounced				
Fifth observation	By May 15 - Total of one (1) announced and four (4) unannounced				
Formative Assessment*	By February 1st			Not applicable except for an Educator rating of Needs Improvement or Unsatisfactory; See requirements in Education Evaluation Language	

Summative Evaluation*	By May 25th	By May 25th in Year 2 of cycle
Formative Evaluation	Not applicable	By June 10th in Year 1 of cycle

***No less than ten (10) days before due dates, Educator submits evidence pertinent to that evaluation**