

# **EDUCATIONAL ASSISTANTS 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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## AGREEMENT

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 Educational Assistants 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 administration of the schools which it exercises under law and that this vehicle of collective bargaining will provide the Educational Assistants 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** 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 II** RECOGNITION

- A. The Committee recognizes the Association for the purpose of collective bargaining as the exclusive representative of a unit consisting of all Educational Assistants of the Nauset Region and Union 54 systems.
- 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 the 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.

### **Article III** **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.

### **Article IV** **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.
- 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 1. reach an impasse, the procedure described in Chapter 150E of the General Laws will be followed.



**Article V**  
**WORK YEAR, DAY, HOURS**

A. Work Year

1. Effective July 1, 2021, the work year will consist of one hundred eighty-four (184) work days. These 184 work days will consist of one (1) day requiring Educational Assistants to report for their first day which will be the same first day as the teachers; one hundred and eighty-one (181) days which shall be the student school year; and one (1) district-wide staff collaboration day scheduled at the Superintendent’s discretion. In addition to the work days outlined above, Educational Assistants may choose to attend one (1) additional district-wide professional development day. In addition to the 184 work days, up to two (2) additional days may be scheduled by mutual agreement of the Principal and the employee immediately prior to or following the 184 day total. These days will be compensated at the appropriate hourly rate. Educational Assistants will not be required to provide child care.

<b><u>FY22-FY24 Work Year and Paid Days</u></b>			
<b>TYPE OF PAID DAY</b>	<b>FY22</b>	<b>FY23</b>	<b>FY24</b>
Student 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
Paid Holiday	1	2	2
<b>TOTAL paid days</b>	<b>185</b>	<b>186</b>	<b>186</b>
One (1) Optional System-wide Professional Development Day	1	1	1

2. The work year will normally begin no earlier than the day after Labor Day and will terminate after the completion of one hundred eighty-four (184) days. Professional Development/Collaboration Days will not include any Friday before Labor Day. In other years when Labor Day falls on the 5<sup>th</sup>, 6<sup>th</sup>, or 7<sup>th</sup> of September, the School Committees may determine to begin the work year on the Wednesday before Labor Day. Student and employee calendars will be voted by the School Committees after consideration and recommendation by the Curriculum and Assessment Committee.

B. The normal work day is six and three quarters (6.75) hours, scheduled between one hour before

the general student body arrives and two hours after its departure (a flex schedule). Notice of the Educational Assistant's assignment for the following year will be given in writing by June 1 of the previous school year, barring unusual circumstances such as a student moving into or out of the school district. The Educational Assistants will be required to attend one (1) meeting per month with the building principal/director/administrator that will be a maximum of one (1) hour in duration, with the schedule of such meetings to be given at the beginning of the school year such that all Educational Assistants in the school building can attend at the same time. Meetings that are required and are beyond the Educational Assistants' normal work hours shall be paid at the individual rate of each Educational Assistant. Agendas for meetings shall be posted at least one day in advance of the meeting. If a meeting is not required and falls outside the normal work day, the Educational Assistant may voluntarily attend such a meeting but this would be non-compensated time.

#### C. Educational Assistant Hours and Workload

1. Educational Assistants must be on duty a total of thirty (30) minutes combined before and/or after the student day, at the discretion of the Principal and proportioned by the Principal, except that at the end of the student week and on days preceding holidays, Educational Assistants may leave after the students are dismissed.
2. The Principal will determine, based on an equitable rotation, the assignment of additional duties other than normal responsibilities of the Educational Assistant.
3. A duty-free lunch of twenty-five (25) consecutive minutes shall be provided daily for the Educational Assistant when the cafeteria is open and serving.. An additional fifteen (15) minute break will be provided daily.
4. Up to an additional thirty (30) minutes may be scheduled by mutual agreement of the Principal and the employee beyond the normal work day. This time will be paid on a pro-rata basis.
5. Each Educational Assistant who is leading a small group or groups for individual reinforcement with a student which requires preparation of material or the reading of books or textbooks beyond the time provided in class for students shall be given one (1) hour of preparation time per week which shall be scheduled by the appropriate administrator. This time shall consist of periods of no less than twenty (20) minutes, with every effort to make it as consistent a time frame as possible.

#### D. Evening Work

Each Educational Assistant may be required to work up to four (4) evenings (no earlier than 4:30 PM and no later than 8:00 PM) per year, as needed, at each Educational Assistant's hourly rate of compensation. Each evening will be a maximum of a three and a half (3.5) hour increment. Such assignment by the Principal will be done on an equitable rotation. Extenuating circumstances regarding the Educational Assistant's ability to attend will be taken into account as long as the extenuating circumstances do not create an inequitable situation. It is understood that a one-on-one Educational Assistant may be called upon more often than

others due to the relationship with his/her student.

## **Article VI** **SALARIES**

- A. The salaries of all persons covered by this Agreement are set forth in Appendix A. Wages for 2021-2024: effective July 1, 2021, increase by 2%; effective July 1, 2022, increase by 2%; effective July 1, 2023, increase by 2%.
- B. All persons on the employees' Wage Schedule may choose to be paid either twenty-one (21) or twenty-six (26) equal 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.2, providing such non-performance is not the fault of the School Committees.
- C. An Educational Assistant who is assigned to serve as a substitute classroom teacher shall receive a stipend of fifty dollars (\$50.00) for a full day (greater than four [4] hours), or twenty-five dollars (\$25.00) for a half day (one [1] to four [4] hours), in addition to his/her Educational Assistant's pay if substitute coverage is not provided for the teacher nor the Educational Assistant during these time periods. When substitute coverage is provided, but the Educational Assistant serves as the substitute classroom teacher, the Educational Assistant shall receive a stipend of twenty-five dollars (\$25.00) for a full day, or twelve dollars (\$12.00) for a half day, in addition to his/her Educational Assistant's pay. Increments of time of less than one (1) hour shall accumulate up to the equivalent of a half day and be paid at the rate of an Educational Assistant who serves as a substitute classroom teacher.
- D. An Educational Assistant who works beyond the normal six and 3 quarters of an hour (6.75) work day will be paid an hourly rate for the time worked beyond the normal work day as set forth in Appendix A.
- E. Extended School Year: Summer school positions shall be paid at the Educational Assistant's hourly rate.

## **Article VII** **PAYROLL DEDUCTIONS**

- A. A statement of itemized payroll deductions shall be included with each check.
- B. The Nauset Regional School Committee agrees to deduct from Educational Assistants' 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 Educational Assistants 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 Educational Assistant who desires to authorize such deduction shall file, with the Treasurer of their respective town(s) 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 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, such 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 equal as possible.
- E. Dues deductions for Union No. 54 schools shall be at the discretion of the town Treasurers.
- F. The Nauset Regional School Committee agrees to deduct from the salaries of Educational Assistants employed in total by the Nauset Regional School District an amount of money set by the Educational Assistant to be transmitted to the Massachusetts Teachers Association Credit Union. It is agreed that any such deductions will be treated as one monthly payroll deduction and, further, that the Nauset Regional School District treasurer shall be notified in writing by the Educational Assistant 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 Educational Assistant as of **February 1** of that school year.

#### Article VIII

#### **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 five (185) 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 and 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) continuous 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. Additional **unpaid** FMLA leave may be granted by the Superintendent, of up to twelve (12) weeks in a rolling twelve (12) 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 full-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 (2) employees of the School District are the parents of the same child, those two (2) employees are only entitled to one (1) aggregate period of eight (8) weeks of unpaid Parental Leave between them (rather than sixteen [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 (12) month period (Nauset Public Schools uses a rolling twelve [12] 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 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 three (3) or more years of service may also request additional unpaid leave for child rearing purposes. See item #8 "Child Care Leave")
  - \* A full-time employee as it relates to MPLL and FMLA is defined as an Educational Assistant who works six and three quarters (6.75) hours per day for five (5) days per week during the school year. A Preschool Educational Assistant who works six and three quarters (6.75) hours per day for four (4) days per week will also be considered full-time for the purposes of MPLL and FMLA benefits.
- 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 Section #5 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 by the Principal or Superintendent must be pursuant to the provisions of above Section B. Notification of absences under above Section B 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 the employee's hourly rate. If concrete evidence 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 certification is not filed within five (5) school days after a request, such absence may be applied by the Principal or Superintendent to absence without pay at the Employee's hourly rate of pay.

4. Sick Leave Bank:

- a. A Sick Leave Bank will be established for all parties governed by the Master Agreements of the Teachers, Secretaries, and Educational Assistants of the Nauset Schools. 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 (10) 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.
  - (1) Prior utilization of all eligible leave including sick, personal days, and vacation leave.
  - (2) Documented medical evidence of serious, extended illness.

- (3) 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 (death, retirement, reduction in force, or resignation) after ten (10) 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 an employee will not be eligible for any payment of unused sick days if dismissed with just cause. In the case of death, payment will be made to the employee's estate within ninety (90) days after notice of the formal establishment of the estate is received by the Superintendent.
6. In the event that an Educational Assistant is hired to fill a teaching position, the Educational Assistant will carry over to the Teachers' Unit all accumulated sick days.

#### B. Personal Leave

1. All Educational Assistants 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 (exception for part-time Educational Assistants who work less than a five [5]-day week), 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 VIII, Section 1.E.
4. Personal days shall be taken in whole day increments for full-time employees, 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 hour. Part-time employees may take partial increments either based upon the length of their part-time daily schedule (e.g. a sixty percent [60%] employee who works five [5] days at sixty



percent [60%] each day) or based upon the remaining portion of their personal days (e.g. a part-time employee who works four (4) full days [80%] may take one full day and the remaining 0.6 day]. Part-time employees who only take a portion of their day (example #2) will have the option of returning to work to complete their work day or accepting the remaining portion of the day without pay.

#### 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 (12) 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

1. To the fullest extent possible, each Educational Assistant 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 are to be at the discretion of the building principal.
2. When the school principal deems it is warranted, in-service training will be offered to the Educational Assistant when such training will enhance the performance of the Educational Assistant and the educational program.
3. 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 and/or the annual Massachusetts Teachers Association Educational Support Professionals Conference. 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 or conference, the Nauset Education Association agrees to reimburse the District for the full costs of such employees. 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 time in the event of death of an Educational Assistant's spouse, domestic partner, child, step-child, son-in-law, daughter-in-law, parent, step-parent, father-in-law, mother-in-law, grandparent, 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 the immediate household. Up to five (5) days may be granted in case said Educational Assistant 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

Permanent employees called into temporary active duty in any unit of the United States Reserves or the State National Guard, provided such obligations cannot be fulfilled on days when school is not in session, shall receive pay as follows:

1. For the first seventeen (17) days per school year, a rate equal to his/her regular Educational Assistant's 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 his/her regular Educational Assistant's 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 Educational Assistant has no control over the required extension of services.
3. No pay beyond the thirtieth (30th) day.

G. Miscellaneous Leave: Temporary leaves of absence without pay may be granted for extenuating circumstances at the discretion of the Superintendent and/or Committee.

H. Child Care Leave: After completing three (3) years of service, an Educational Assistant will be entitled to a two (2) year leave of absence without pay for the purpose of child care.

I. Parent Care Leave: After completing five (5) years of service, an Educational Assistant will be entitled to a one (1) year leave of absence without pay for the purpose of caring for an ill parent or parent-in-law.

J. Special Event Days: After five (5) years of employment, an Educational Assistant will earn one special event day leave without pay per year up to a total of five (5). S/he may use such accumulated leave days up to a total of five (5) in any year. In order to take such leave, the Educational Assistant must give the Principal a minimum of one (1) month's notice of intent and the reason for the leave. Denials of such leave must be based only on school needs, not on the reason for the leave. Beginning with September 1, 2005, one Special Event Day will be credited to each qualifying Educational Assistant as of the first day of the school year.

- K. Part-time Educational Assistants shall be entitled to benefits set forth in this article on a pro rata basis as determined by the Superintendent of Schools.
- L. In the event that an Educational Assistant is impacted by a Reduction in Force (RIF), s/he may use up to two (2) days from accumulated sick or personal days to seek other employment and attend interviews.

**Article IX**  
**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 or 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 X**  
**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. (Ref: Mass. General Laws, Chapter 41, Section 100C, as amended.).

**Article XI**  
**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 the 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 under the provision not to exceed one hundred eighty-five (185) working days.

**Article XII**  
**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 percent (50%) of the cost, or a different percent 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

## 2. Region Employees

- a. A term life insurance plan of up to \$10,000. 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. The FSA 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 the 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 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. Employees may sign-up for a tax sheltered annuity by **August 1<sup>st</sup>** 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<sup>st</sup>**.

- C. Retirees will be eligible to participate in the health insurance program, with the Committee paying at least fifty percent (50%) of the cost.

**Article XIII**  
**LONGEVITY**

- A. An Educational Assistant who has served at least five (5) or more years of continuous service will receive an annual longevity stipend of \$450; ten (10) or more years \$1,100; fifteen (15) or more years \$1,500; twenty (20) or more years will receive an annual stipend of \$1,750; twenty-five (25) or more years \$2,000 and thirty (30) or more years \$2,200. Leaves of absence and placement on the recall list will not interrupt continuity of services for longevity payments.

Years of Service	Longevity
5	\$450
10	\$1,100
15	\$1,500
20	\$1,750
25	\$2,000
30+	\$2,200

- B. As an incentive to complete a full school year, an Education Assistant who retires at the end of a school year shall receive the longevity stipend at the end of the school year that he or she would have received at the beginning of the following year.

**Article XIV**  
**EMPLOYEE EVALUATION**

- A. Evaluations and observation will always be done in an open and ethical manner by the Principal or his/her administrative designee (Evaluator). Educational Assistants will be notified in September if they are to be evaluated that year and if so by whom (Evaluator). The Evaluator may be changed upon notification in writing to the Educational Assistant. In no case will formal written evaluations be conducted by teachers unless certified as indicated in #6 below and acting in an administrative/evaluator capacity. Only the approved, contractually agreed upon evaluation forms and procedures will be utilized throughout the school system.
- B. Educational assistants will be notified when formal observation of their work is occurring.
- C. Evaluations of Educational Assistants who work in more than one school will be done on a rotating basis by the principal or designee of each school. An exception may be made in the

case where an Educational Assistant works more than sixty percent (60%) in one building. The principals or designee of the two buildings may agree that the principal or designee of the building where the Assistant works greater than sixty percent (60%) of the time may be the evaluator for every evaluation cycle.

D. The frequency of Observations and Evaluations will be as follows:

	<b>Observation</b>	<b>Time</b>	<b>Formative Evaluation</b>	<b>Summative Evaluation</b>
<b>First and Second Year Employment</b>	Minimum: Two (2) observations with one (1) announced observation	One (1) within the first ninety (90) days. Second one by April 1	Formative evaluation completed in first ninety (90) days (Year 1 only)	Summative evaluation completed by May 1
<b>Third Year and Beyond – Evaluation will occur every two years unless ‘Needs Improvement’ or ‘Unsatisfactory’</b>	Minimum of one (1) observation during evaluation year – may be an announced or an unannounced observation	By April 1 of each year	Not applicable unless on an Improvement Plan	Summative evaluation completed by May 1

- E. Within ten (10) school days following a completed observation, the evaluator shall meet with the Educational Assistant if there are any ‘No’ boxes checked on the observation form. The educational assistant may also request a meeting if only ‘Yes’ and ‘N/A’ boxes are checked on the observation form. Within ten (10) school days following a completed formative or summative evaluation form received by the Educational Assistant, the evaluator shall meet with the Educational Assistant for the purpose of discussing the evaluation. At least one (1) day prior to this meeting in the case of evaluation forms, the Educational Assistant will be given a copy of the completed, signed, and dated evaluation. Changes may still be made to the evaluation as deemed appropriate by the evaluator and this meeting can be brief in cases where the formative or summative evaluation indicates all areas as ‘Proficient’ or ‘Exemplary.’
- F. Only educators who are licensed as Principal, Assistant Principal, Director of Preschool, and the Director of Student Services may serve as Evaluators of Educational Assistants. However, if circumstances warrant, Preschool Educational Assistants may be evaluated by the Director of Preschool regardless of certification.
1. All written evaluation forms will have the following statement printed clearly on them in appropriate locations: *“Signature indicates that the educational assistant has received a copy of this evaluation and not necessarily that the educational assistant agrees or disagrees with the content”*.
  2. The Educational Assistant being evaluated has the right to submit a written statement of agreement/disagreement which will be attached to this evaluation and included in the personnel file of the educational assistant.



- G. Evaluation will be conducted using the agreed upon "Educational Assistant Evaluation Rubric". [Appendix B]
1. Using this rubric, if there is any area where the Evaluator indicated a need for improvement, he/she will provide the Educational assistant with details of what needs improvement and include recommendations for how to make those improvements.
  2. If an Educational Assistant's performance results in an area on the evaluation rated as "Unsatisfactory," the evaluation may contain a requirement that an Educational Assistant take advantage of additional professional development training or other opportunities offered by or through the school department to correct a weakness or deficiency which caused the "Unsatisfactory."
  3. Educational Assistants who receive a summative evaluation with a rating of "Unsatisfactory" in any performance criteria (e.g. Student Support) will return to the observation schedule outlined above for Year 2 employees (with two [2] observations, a formative, and a summative evaluation). Those educational assistants who receive a rating of "Unsatisfactory" in any performance criteria for a second consecutive year will be terminated for job performance reasons.
  4. Educational Assistants who receive a summative evaluation rating of "Needs Improvement" in the area of "Student Support" and/or "Responsibilities" shall return to the observation schedule outlined above for Year 2 employees (with two (2) observations, a formative evaluation, and a summative evaluation). Those educational assistants who receive a rating of "Needs Improvement" in one (1) or both areas of "Student Support" or "Responsibilities" for two (2) consecutive years may be terminated for job performance reasons.
- H. 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 from the Association accompany him/her during such review. (Chapter 71, Section 42C.)
- I. All material which will be placed in any local evaluation file will bear the employee's signature or initials. Such signature or initials in no way indicates agreement with the contents thereof. The employee will also have the right to submit a written answer to such materials and his/her answer shall be reviewed by the Superintendent and attached to the file copy.
- J. Any concern brought to the attention of an administrator which is deemed to be a concern by the administrator will be promptly brought to the attention of the employee.
- K. 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, 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.
- L. No employee will be reprimanded or dismissed or lose professional advantage without just

cause. This section shall not apply to the non-renewal of an Educational Assistant to a contract of employment. Educational Assistants whose contracts are not to be renewed shall, if requested, be granted a hearing by the Superintendent.

- M. An Educational Assistants who disagrees with their evaluation rating may appeal to the Director of Student Services for a review of evidence related to the evaluation ratings that were provided.

## **Article XV** **ASSIGNMENT**

- A. Educational Assistants will be notified no later than **June 1**, in writing of their reappointment for the coming school year. Each year, each Educational Assistant will receive a written job assignment on or before the first day of school that outlines his/her duties. Assignments will not be changed capriciously. Educational Assistants not reappointed shall be notified, in writing, if requested by applicant in writing, of the reasons for such non-reappointment. If a change in circumstances occurs whereby an assignment change is contemplated, the Educational Assistant will be notified and will have the opportunity to discuss this with the Principal/Superintendent at least ten (10) days prior to the contemplated change, where reasonable and practicable.
- B. Educational Assistants shall not be employed in such a manner as to supplant the normal role and function of a teacher. Educational Assistants shall not be required to perform services that can only be performed by a licensed or certified professional.
- C. A “one-on-one” educational assistant cannot be counted as a service provider for other students if the educational assistant is required to perform “one-on-one” duties during that same time period.
- D. Prior to working with a student or within the first two (2) school days of working with a student, adequate time will be given to review the Individual Educational Program (IEP) of the student.
- E. Any day or portion of a day that an Education Assistant is assigned to work with a student in the home due to extenuating circumstances, that Educational Assistant will receive the stipend for an Educational Assistant who serves as a substitute classroom teacher, in addition to his/her hourly rate. It is agreed that the circumstances under which this work is done will be governed by the following guidelines:
  - 1. At no time will an Educational Assistant assigned to work in a home be the only Nauset employee in the home.
  - 2. At no time will an Educational Assistant provide personal care for a child without another Nauset employee being present in the room.



3. Instruction must take place in a common area, if possible, and if not, in the presence of another Nauset employee.
- F. In filling vacancies, full consideration will be given to qualified individuals already employed by the Principal/Superintendent. 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 to the Superintendent.
- G. In posting vacancies, the duties expected to be performed by the Educational Assistant will be specified to the extent possible.
- H. In arranging schedules for Educational Assistants who are assigned to more than one (1) school, an effort will be made to limit the amount of inter-school transportation. Such Educational Assistants will be notified of any change in their schedules as soon as practical. Educational Assistants who are assigned to more than one school in any one school day will receive compensation, including mileage at the current rate for the district for inter-school transportation.
- I. A newly hired Educational Assistant will be assigned the appropriate level mentor (full, half, or a determination that no mentoring is needed) no later than ten (10) days after school begins or an Educational Assistant is hired. The determination of the appropriate level will be made by the building principal in collaboration with an NEA building representative and the newly hired educational assistant.
- J. Assignment will be made without regard to 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.

## **Article XVI** **REDUCTION IN FORCE**

Each of the five School Committees (Nauset Region, Brewster, Eastham, Orleans, Wellfleet), as separate political bodies, retains the exclusive right to determine the number of Educational Assistant 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.

- A. In determining the order in which Educational Assistants are to be laid off, no Educational Assistant with an overall rating of “Proficient” or “Exemplary” will be laid off prior to an Educational Assistant that has an overall rating of ‘Unsatisfactory’ or “Needs Improvement.” Following the overall rating on the most recent evaluation, seniority within the Nauset School System shall be considered. 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 their discretion, consistent with this Article.
- B. In cases where educational assistants are rated as “Proficient” or “Exemplary”, seniority will

be the determining factor. Educational Assistants hired in the same year who start on the same day in a District will draw lots in the presence of the Educational Assistants involved, an Association representative, and the designated Administrator(s). These lots will be to determine the order of seniority if there is a Reduction in Force impacting one or more Educational Assistants with equal seniority in the same District.

- C. The evaluation system shall not be subject to the grievance procedure and the only matters that may be subject to the grievance process as to evaluation are the procedures that are set out already in the contract.
- D. In the absence of a significant difference in evaluations as described in Article XVI. A., the Educational Assistant having the least seniority will be laid off first.
- E. For purposes of this article, each separate elementary School Committee shall establish the category Educational Assistant for the elementary school under its jurisdiction.
- F. For the purposes of this Article, the Nauset Regional School Committee shall establish the category Educational Assistant for the Nauset Region under its jurisdiction. An Educational Assistant working in the Nauset Region under the jurisdiction of the Nauset Regional School Committee (including Preschool and Grades 6-12) shall have the right to take the position of another Educational Assistant working in the Nauset Region under the jurisdiction of the Nauset Regional School Committee (including Preschool and Grades 6-12) with less seniority in accordance with Article XVI, Sections A, B, C, D, and E..
- G. The Committee's designee shall notify the Association as to how many layoffs shall be recommended. Although the Superintendent 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.
- H. Under normal circumstances, Educational Assistants to be affected by a reduction in force shall be notified by **May 15th**, but in no event later than **June 15th** of the school year preceding the school year in which the reduction is to be effected.
- I. 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 Educational Assistants 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) days after acceptance of the budget by the town(s).
- J. Definition and Computation of Seniority
  - 1. Seniority is defined as the length of continuous service from the first day of work as a regularly appointed Educational Assistant in the district in which s/he is employed. Those Educational Assistants who became Region employees as a result of implementation of 4-4-4 reorganization plan will have their elementary service credited toward seniority. Authorized leaves of absence with pay shall be considered time worked for purposes of seniority. 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.

2. Part-time personnel: In the case of employees who are working less than one hundred percent (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, forty percent [40%] x ten [10] years = four [4] years seniority, plus full-time employment, if any.
  3. In the event of equal seniority, the Superintendent/Principal will review the evaluations in determining the order in which the layoff shall occur within the separate disciplines of staff members.
- K. Educational Assistants will be recalled in inverse order of their layoffs as positions for which they are qualified become open. Educational Assistants will remain on a recall list for a period of two (2) years from their date of dismissal.
1. An employee who is recalled by the Principal and Superintendent within two (2) years shall have restored to him/her all benefits they had accumulated at the time of their layoff.
  2. Educational Assistants 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 Educational Assistant 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. Educational Assistants 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 Educational Assistant on layoff indicates in writing to the Superintendent of Schools a desire for such preferential consideration. Educational Assistants on layoff who serve as substitutes shall be subject to established policy and procedures regarding such employment.
  4. When vacancies occur for which an Educational Assistant on the recall list qualifies, the Association shall be notified by certified mail at its last address of record and shall, in turn, be responsible for notifying the Educational Assistant within five (5) business days, by certified mail. Failure to accept certified mail shall not be deemed sufficient reason for failing to meet the response date. Failure by the individual Educational Assistant to respond to the Committee(s) or their designee, with a letter of acceptance within fifteen (15) business days after receipt of certified mail, shall be considered a rejection of such offer, and the employee shall be dropped from the recall list. It shall be the responsibility of the personnel on the recall list to inform the office of the Superintendent of Schools and the Association of changes of address.

5. Educational Assistants 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.
6. Educational Assistants who are serving in a comparable Educational Assistant position in another school system and are offered a position in this system may be required to wait to commence the position until the first day of school in September; otherwise, s/he goes off the recall list.
7. Educational Assistants on layoff will be given full consideration in another of the Nauset Regional School system's schools for any vacancy for which they are qualified and for which they apply.

**Article XVII**  
**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 limits 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 Educational Assistant 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

An employee with a grievance shall, with or without a representative of the Association, present the grievance 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 the 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 the 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 or his/her designee, within fourteen (14) calendar days after receipt of the written grievance, shall meet with the aggrieved employee and the said president or his/her designee in an effort to settle the grievance.

I. Level Three

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, 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.



**Article XIII**  
**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 XIX**  
**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 XX**  
**PROFESSIONAL DEVELOPMENT**

- A. The Committee will pay 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. One (1) Educational Assistant for each building and one Preschool Educational Assistant will serve on the Educational Assistant Staff Development Council. A stipend of twenty-five (\$25) per hour will be paid to the Educational Assistants who both serve and attend such meetings.
  
- C. Educational Assistants will have access to the professional growth account in the amount of \$5,000 per school year. Educational Assistants may access this professional development account up to a maximum of \$500 per year per Educational Assistant until the monies have been expended. Professional Development workshops and course content must align with District goals or work specific to the employee's assignment. If funds remain as of March 15, these funds would become available to all Educational Assistants; Assistants who have already reached their maximum of \$500 per year may apply for the use of these funds. However, in no case will reimbursement exceed \$750 per school year for a single course/workshop.
  
- D. Professional development will be planned by the appropriate administrator in collaboration with the Educational Assistants on the Professional Development Committee for all scheduled student early release days, except in an extraordinary circumstance when an Educational Assistant is required for other job-related responsibilities. Educational Assistants will not be required to provide child care. A schedule with topics will be given to all Educational

Assistants by October 1 for early release days that occur through January of that school year and by February 1 for early release days that occur from February through June of that school year. This committee will meet by the end of May for professional development in September through January and by the end of November for professional development in February through June.

**Article XXI**  
**RESIGNATION**

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

**Article XXII**  
**TRAINING AND PROTECTION**

- A. An Educational Assistant who is expected to lift a student or to assist a student by performing duties of a personal nature, such as but not limited to diapering, specialized feeding, toileting, changing of clothes, or fitting adaptive equipment, will receive appropriate training to do so under the direction of the appropriate personnel. If an Educational Assistant is appointed to fill this role, he/she will receive a stipend equal to the appropriate amount from Appendix D for "Personal Care". This stipend will be paid in one-third ( $\frac{1}{3}$ ) increments with one third ( $\frac{1}{3}$ ) in December, one third ( $\frac{1}{3}$ ) in March, and the final third ( $\frac{1}{3}$ ) in June. The stipends of part-time Educational Assistants or Educational Assistants who share responsibility shall be prorated accordingly. This stipend does not apply to staff members who are present for the legal protection of the staff member providing the care. Only those Educational Assistants who are appropriately trained to do so will be expected to perform such responsibilities. If it is necessary to provide the training outside the normal work day, a mutually agreeable time will be set and the Educational Assistant will be paid his/her normal hourly rate. Any Educational Assistant who is to perform such duties of a personal nature will do so in the presence of other personnel assigned by the Building Principal.
- B. When transporting students in Nauset-authorized vehicles, more than one Nauset employee must be present at all times. Employees may not transport students in employees' vehicles.

**Article XXIII**  
**CORI and CHRI Checks**

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.

- A. 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.
- B. After review of a CORI report, the Superintendent, if he 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 XXIV**  
**STIPENDS AND ADDITIONAL PAID WORK**

If an Educational Assistant is appointed to a stipend position listed in another collective bargaining Agreement between the Nauset Regional Committee or the Committees for the separate elementary schools and the Nauset Education Association, the Educational Assistant shall be paid such stipend as if the stipend were incorporated by reference into this Agreement. See Appendix C and D for the current list of additional paid work positions.

**Article XXV**  
**MEMORANDA OF UNDERSTANDING**

All Memoranda of Understanding currently on record and those signed in the future will automatically be incorporated into this Agreement.

**Article XXVI**  
**DURATION**

The provisions of this Agreement will be effective July 1, 2021 and will 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



**Article XXVI**  
**DURATION**

The provisions of this Agreement will be effective July 1, 2021 and will 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  
Superintendent of Schools

Mark Mathison  
President, NEA

May 28, 2021  
Date

May 28, 2021  
Date

**APPENDIX A**

Hourly wage increases as follows: Effective July 1, 2021, increase by 2%; effective July 1, 2022, increase by 2%; effective July 1, 2023, increase by 2%.

2021-2022 2%			2022-2023 2%			2023-2024 2%		
<u>Step</u>	<u>Hourly</u>		<u>Step</u>	<u>Hourly</u>		<u>Step</u>	<u>Hourly</u>	
1	\$18.26		1	\$18.62		1	\$19.00	
2	\$19.36		2	\$19.75		2	\$20.14	
3	\$20.53		3	\$20.94		3	\$21.36	
4	\$21.74		4	\$22.18		4	\$22.62	
5	\$23.07		5	\$23.53		5	\$24.00	
6	\$24.44		6	\$24.93		6	\$25.43	
7	\$25.92		7	\$26.43		7	\$26.96	
8	\$27.48		8	\$28.03		8	\$28.59	
9	\$29.12		9	\$29.70		9	\$30.30	
10	\$30.88		10	\$31.50		10	\$32.13	
11	\$32.71		11	\$33.36		11	\$34.03	
12	\$33.38		12	\$34.05		12	\$34.72	
13	\$33.69		13	\$34.36		13	\$35.05	
* Based on 6.75 hours/day, 184 work days, plus 1 paid holiday			* Based on 6.75 hours/day, 184 work days, plus 2 paid holidays			* Based on 6.75 hours/day, 184 work days, plus 2 paid holidays		

Educational Assistants working more or less than a full-time employee will have their wages pro-rated according to their step on the Wage Schedule. Educational Assistants will be placed on the proper step for their years of recent and continuous service within the Nauset School system. An Educational Assistant must work 50% or more of their assigned schedule in the preceding school year, which credits FMLA and authorized paid and unpaid medical leave as period worked, in order for that year to count as a year of service toward step advancement on Wage Scale (Appendix A).

Effective July 1, 2007, the Superintendent will have discretionary power to determine at hiring the step placement on the Educational Assistants' Wage Schedule up to, but not exceeding Step 8, based on appropriate experience.

**Appendix B - Educational Assistant - Evaluation Rubric - Nauset Public Schools**

<u>Unsatisfactory</u>	<u>Needs Improvement</u>	<u>Proficient</u>	<u>Exemplary</u>
<p>Individuals at this level demonstrate limited or minimal understanding of specific job requirements. Areas of deficiency may exist in one or more of the job requirements with possible deficiencies noted below:</p> <ul style="list-style-type: none"> <li>- Needs additional training in content knowledge and/or instructional strategies in order to perform work with students.</li> <li>- Lacks attentiveness to students during class time when it is needed and/or does not respond well to accepting directives/guidance from professional staff member(s).</li> <li>- Rarely carries out instructional support in a way that meets the students' needs with consideration of their disability and educational needs.</li> <li>- Does not communicate effectively with students and/or staff.</li> <li>- Lacks the skills to meet the physical, social, and emotional needs of individual students.</li> <li>- Requires reminders about maintaining student confidentiality and adhering to school policies and procedures.</li> <li>- Needs support to perform other supervisory functions (bus, recess, lunch, off-site training or trips) effectively. May miss or be tardy for duties/supervisory functions without advance notice.</li> </ul> <p>An individual not meeting expectations in one or more of the listed job requirements, and showing minimal evidence of improvement, will be subject to an Improvement Plan with the</p>	<p>Individuals at this level meet some job requirements. However, there may be specific job requirements that need improvement as described below:</p> <ul style="list-style-type: none"> <li>- As directed by a professional staff member, uses materials to meet students' needs but may need additional training in content knowledge and/or instructional strategies.</li> <li>- May require reminders to be attentive to students during class time when it is needed and/or accept guidance from professional staff member(s).</li> <li>- Often requires supervision to supplement instruction, monitor and adjust learning activities for students which may cause some disruption to the flow of the classroom.</li> <li>- Occasionally, carries out instructional support in a way that meets the students' needs with consideration of their disability and educational needs.</li> <li>- Communicates effectively with students and/or staff with support.</li> <li>- With supervisory input, may respond effectively to meet the physical, social, and emotional needs of individual students.</li> <li>- May require reminders about maintaining student confidentiality and adhering to school policies and procedures.</li> <li>- Adequately performs other supervisory functions (bus, recess, lunch, off-site training or trips) but performance is inconsistent. Staff member may be tardy for assigned duties without advance notice or may be careless in supervision of students.</li> </ul> <p>Performance at this level is often inconsistent and generally requires additional supervision and support.</p>	<p>Individuals at this level consistently meet the job requirements as described below:</p> <ul style="list-style-type: none"> <li>- As directed by a professional staff member, will differentiate and adapt materials to meet students' needs based upon knowledge of content and instructional strategies.</li> <li>- Is attentive to students during class time when it is needed and accepts guidance/feedback from professional staff member(s).</li> <li>- With minimal supervision, supplements instruction, monitors and adjusts learning activities taking into consideration the flow of classroom instruction.</li> <li>- Carries out instructional support in a way that meets the students' needs with consideration of their disability and educational needs.</li> <li>- Communicates effectively with students.</li> <li>- Communicates and reports to professional staff about students.</li> <li>- Responds effectively to meet the physical, social, and emotional needs of individual students such that the student can perform academic tasks and participate in school activities appropriately.</li> <li>- Maintains confidentiality to protect student information and adheres to school policies and procedures.</li> <li>- May collaborate with colleagues on special projects or assignments.</li> <li>- Satisfactorily performs other supervisory functions (bus, recess, lunch, off-site training or trips) to ensure safety and well-being of students.</li> </ul> <p>Educational Assistants at the 'Proficient' level are steady, reliable, and cooperative.</p>	<p>Individuals at this level consistently meet or exceed the job requirements. Exemplary performance in the job requirements is described below:</p> <ul style="list-style-type: none"> <li>- Often independently, differentiates and adapts materials to meet students' needs based upon knowledge of content and instructional strategies.</li> <li>- Carries out instructional support in a way that meets the students' needs, leads to growth, and holds students accountable with consideration given to their disability and educational needs.</li> <li>- Supplements instruction, monitors and adjusts learning activities with no disruption to the flow of classroom instruction.</li> <li>- Communicates and reports effectively and appropriately to professional staff and with students.</li> <li>- Responds effectively to meet the physical, social, and emotional needs of individual students and challenges students to achieve additional growth such that the student can exceed current academic performance and participate successfully in school activities.</li> <li>- Maintains a very high degree of confidentiality to protect student information and exceeds school policies and procedures.</li> <li>- Ensures and enhances safety and well-being of students through effective and caring interactions as part of assigned supervisory functions (bus, recess, lunch, off-site training or trips).</li> <li>- Collaborates with colleagues on special projects or assignments.</li> </ul> <p>An Educational Assistant at the 'Exemplary' level needs minimal supervision, is self-</p>

intent of improving the areas of deficiency.

reflective of his/her performance and demonstrates professionalism in all aspects of the position.

**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	<b>\$5,225</b>	<b>\$5,336</b>	<b>\$5,450</b>
	Basketball, Head (2)	\$6,174	<b>\$6,173</b>	<b>\$6,304</b>	<b>\$6,438</b>
	Field Hockey, Head	\$5,270	<b>\$5,269</b>	<b>\$5,380</b>	<b>\$5,495</b>
	Football, Head	\$6,326	<b>\$6,325</b>	<b>\$6,460</b>	<b>\$6,597</b>
	Hockey, Head	\$5,702	<b>\$5,701</b>	<b>\$5,822</b>	<b>\$5,946</b>
	Lacrosse (B&G), Head	\$5,270	<b>\$5,269</b>	<b>\$5,380</b>	<b>\$5,495</b>
	2Soccer (G&B), Head	\$5,270	<b>\$5,269</b>	<b>\$5,380</b>	<b>\$5,495</b>
	Softball, Head	\$5,226	<b>\$5,225</b>	<b>\$5,336</b>	<b>\$5,450</b>
	Strength & Conditioning (per season)	\$5,226	<b>\$5,225</b>	<b>\$5,336</b>	<b>\$5,450</b>
	Swimming, Head	\$5,226	<b>\$5,225</b>	<b>\$5,336</b>	<b>\$5,450</b>
	Track (G&B), Head ~ INDOOR	\$7,502	<b>\$7,501</b>	<b>\$7,660</b>	<b>\$7,823</b>
	Track (G&B), Head ~ OUTDOOR	\$7,842	<b>\$7,841</b>	<b>\$8,008</b>	<b>\$8,178</b>
	Cross Country (G&B) Head	\$5,226	<b>\$5,225</b>	<b>\$5,336</b>	<b>\$5,450</b>
	Trainer, part-time	\$6,326	<b>\$6,325</b>	<b>\$6,460</b>	<b>\$6,597</b>
	Volleyball, Head	\$5,226	<b>\$5,225</b>	<b>\$5,336</b>	<b>\$5,450</b>
	Wrestling, Head	\$5,270	<b>\$5,269</b>	<b>\$5,380</b>	<b>\$5,495</b>

Category C						
	Football, Freshman		\$4,379	\$4,378	\$4,471	\$4,566
	Football JV, (2)		\$4,379	\$4,378	\$4,471	\$4,566
	Football Varsity, Asst.		\$4,379	\$4,378	\$4,471	\$4,566
	Golf (B&G), Head		\$4,185	\$4,184	\$4,273	\$4,364
	Gymnastics, Head		\$4,814	\$4,813	\$4,916	\$5,020
	Sailing (G&B)		\$4,553	\$4,552	\$4,649	\$4,748
	Sailing, Assistant (G&B)		\$3,694	\$3,693	\$3,772	\$3,852
	Soccer Coach (G&B), Asst.		\$4,814	\$4,813	\$4,916	\$5,020
	Swimming Coach, Asst.		\$4,814	\$4,813	\$4,916	\$5,020
	Tennis (G&B), Head		\$4,553	\$4,552	\$4,649	\$4,748
	Track Coach (Girls or Boys), Asst.		\$4,814	\$4,813	\$4,916	\$5,020
	Track Coach, (G&B), Asst. – INDOOR		\$3,902	\$3,901	\$3,984	\$4,069
	Cross Country (G&B), Asst		\$3,902	\$3,901	\$3,984	\$4,069
Category D	Athletics, Director of - M.S.		\$8,899	\$9,099	\$9,213	\$9,328
	Baseball JV		\$3,694	\$3,693	\$3,772	\$3,852
	Basketball JV (G&B)		\$3,927	\$3,926	\$4,009	\$4,094
	Soccer JV (G&B)		\$3,793	\$3,791	\$3,872	\$3,954
	Field Hockey JV		\$3,793	\$3,791	\$3,872	\$3,954
	Golf JV		\$3,793	\$3,791	\$3,872	\$3,954
	Hockey JV		\$3,694	\$3,693	\$3,772	\$3,852
	Lacrosse JV		\$3,793	\$3,791	\$3,872	\$3,954
	Softball JV		\$3,694	\$3,693	\$3,772	\$3,852

	Volleyball JV	\$3,699	<b>\$3,698</b>	<b>\$3,777</b>	<b>\$3,857</b>
	Wrestling, JV	\$3,927	<b>\$3,926</b>	<b>\$4,009</b>	<b>\$4,094</b>
Category E	Basketball Freshman (G&B)	\$3,281	<b>\$3,280</b>	<b>\$3,350</b>	<b>\$3,421</b>
	Cheerleading Fall, Head	\$4,813	<b>\$4,812</b>	<b>\$4,915</b>	<b>\$5,019</b>
	Cheerleading Winter, Head	\$4,813	<b>\$4,812</b>	<b>\$4,915</b>	<b>\$5,019</b>
	Integrated Track and Field	TBD	<b>TBD</b>	<b>TBD</b>	<b>TBD</b>
Category F	M.S. Baseball	\$2,966	<b>\$2,965</b>	<b>\$3,028</b>	<b>\$3,093</b>
	M.S. Basketball (G&B)	\$3,247	<b>\$3,246</b>	<b>\$3,315</b>	<b>\$3,386</b>
	M.S. Field Hockey	\$2,966	<b>\$2,965</b>	<b>\$3,028</b>	<b>\$3,093</b>
	M.S. Softball	\$2,966	<b>\$2,965</b>	<b>\$3,028</b>	<b>\$3,093</b>
	M.S. Soccer (G&B)	\$2,966	<b>\$2,965</b>	<b>\$3,028</b>	<b>\$3,093</b>
	M.S. Track	\$2,966	<b>\$2,965</b>	<b>\$3,028</b>	<b>\$3,093</b>
Category G	M.S. Asst Basketball (G&B)	\$2,618	<b>\$2,617</b>	<b>\$2,672</b>	<b>\$2,729</b>
	M.S. Asst Field Hockey	\$2,467	<b>\$2,466</b>	<b>\$2,519</b>	<b>\$2,572</b>
	M.S. Intramurals, FALL (3)	\$2,453	<b>\$2,452</b>	<b>\$2,504</b>	<b>\$2,557</b>
	M.S. Intramurals, WINTER (2)	\$2,453	<b>\$2,452</b>	<b>\$2,504</b>	<b>\$2,557</b>
	M.S. Intramurals, SPRING (2)	\$2,453	<b>\$2,452</b>	<b>\$2,504</b>	<b>\$2,557</b>
	M.S. Soccer (G&B), Asst.	\$2,467	<b>\$2,466</b>	<b>\$2,519</b>	<b>\$2,572</b>
	M.S. Track (G&B), Asst.	\$2,467	<b>\$2,466</b>	<b>\$2,519</b>	<b>\$2,572</b>

**APPENDIX D - NON-ATHLETIC EXTRACURRICULAR SALARY SCHEDULE FY22 - FY24**

	FY21 - 2.5% COLA	FY22 - Revised Rates or 2.25% COLA		FY23 - 2.125% COLA	FY24 - 2.125% COLA
<b>HIGH SCHOOL</b>	<u>Stipend</u>	<u>Level</u>	<u>Stipend</u>	<u>Stipend</u>	<u>Stipend</u>
<b>Class Advisors (may be up to 3 if enrollment requires)</b>					
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
<b>Club and Activity Advisors</b>					
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
<b>Coordinators - special events and programs</b>					
Awards Night Coordinator (scholarships)	\$654		\$669	\$683	\$698
Awards Coordinator	\$654		\$669	\$683	\$698
Community Service Coordinator	\$3,005		TBD		



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
<b>Department Chair (each)</b>					
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
Phys Ed	\$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 hrs/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 Coord.	\$3,152	TBD	TBD	TBD
First Generation Student Coordinator	\$3,152	TBD	TBD	TBD
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
<b>Project Access (each)</b>				
Access Registrar	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

**MIDDLE SCHOOL**

FY21 - 2.5% COLA	FY22 - Revised Rates or 2.25% COLA		FY23 - 2.125% COLA	FY24 - 2.125% COLA
<u>Stipend</u>	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 (ea)	\$2,906		\$2,971	\$3,034	\$3,099
Tutor (per hour)	\$38.77		\$39.64	\$40.48	\$41.34
8th Grade Trip Coordinator	\$962		\$984	\$1,005	\$1,026
	FY21 - 2.5% COLA		FY22 - Revised Rates or 2.25% COLA	FY23 - 2.125% COLA	FY24 - 2.125% COLA
<b>ELEMENTARY</b>		<b>Level</b>	<b>Stipend</b>	<b>Stipend</b>	<b>Stipend</b>
Club Advisors	\$750	1	\$750	\$766	\$782
Class Coverage	\$33.54		\$34.29	\$35.02	\$35.77
Department Heads (ea)	\$5,280		\$5,398.57	\$5,513	\$5,630

Tutor (per hour)	\$38.77	\$39.64	\$40.48	\$41.34
Mentor	\$1,036	\$1,059.59	\$1,082	\$1,105
Music Elementary - hourly rate	\$36.86	\$37.69	\$38.49	\$39.31
Music Elementary - max per year	\$1,609	\$3,000	\$3,064	\$3,129
Responsive Classroom Coord./ Mentor	\$885	\$904.48	\$924	\$943
Subject Coordinator (ea)	\$2,906	\$2,971	\$3,034	\$3,099
Volunteer Coordinator/Publicist	\$2,909	\$2,971	\$3,034	\$3,099

	FY21 - 2.5% COLA	FY22 - Revised Rates or 2.25% COLA	FY23 - 2.125% COLA	FY24 - 2.125% COLA
<b>DISTRICT / REGION</b>		<b>Stipend</b>	<b>Stipend</b>	<b>Stipend</b>
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 Assts (per hour)	\$19.58	<b>EA's hourly rate</b>	<b>EA's hourly rate</b>	<b>EA's hourly rate</b>
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
Title I Coordinator - Summer	\$2,252		\$2,303	\$2,352	\$2,401
Title I 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
<b>One</b>	<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"> <li>● Literary Magazine/Newspaper / Journalism Club</li> <li>● Art</li> <li>● Black Student Union</li> <li>● Bowling Club</li> <li>● Feminism Club</li> <li>● Table Top Games</li> <li>● Haiti Club</li> <li>● Debate Club</li> <li>● New Club with approval by principal</li> </ul>	<ul style="list-style-type: none"> <li>● Newspaper -Fy21</li> <li>● Pride Club-Fy21</li> <li>● Among Us Club-FY21</li> <li>● Art Club</li> <li>● Board Game Club</li> <li>● Breakfast Club</li> <li>● Chess Club</li> <li>● AM Gym-5 days</li> <li>● Green Thumb</li> <li>● Harry Potter</li> <li>● Homework-4 days</li> <li>● Just Dance</li> <li>● LEGO</li> <li>● Mythology</li> <li>● Trunks &amp; Turtles</li> <li>● PM Workout Club - 5 days</li> </ul> <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"> <li>● Varies year to year</li> </ul>	\$750 per Club
<b>Two</b>	<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"> <li>● Model UN</li> <li>● Key Club</li> <li>● Chess Club</li> <li>● Green Club</li> <li>● Human Rights Academy</li> <li>● Math Club</li> <li>● Culinary Club</li> <li>● Best Buddies</li> </ul>	<ul style="list-style-type: none"> <li>● Drama Club-2 days</li> <li>● Mock Trial</li> <li>● Model UN</li> <li>● Nat. Jr. Honor Society</li> </ul>		\$1200 per Club



<b>Three</b>	Meets weekly and/or a minimum of 30 hours/school year  Social and/or defined activity within school  Outside Competitions/Events/Trips  Continuous Preparation  Product/Presentation of sorts  Multiple Events-year long	<ul style="list-style-type: none"> <li>• National Honor Society \$3000</li> <li>• Yearbook (Literary and Business) \$4000</li> <li>• Mock Trial \$3000</li> <li>• Student Council \$5000 (split between 2)</li> </ul>	<ul style="list-style-type: none"> <li>• Yearbook \$2100</li> <li>• Drama Club - 2 days \$5500</li> </ul>	Amounts per Club to be split based on the number of advisors per year (usually 2 advisors)
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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

### <sup>1</sup>Summary 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 immediately 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.

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<sup>1</sup> [http://www.massteacher.org/memberservices/~/\\_/media/Files/legal/dls\\_qa\\_pregnancy\\_parental\\_leave\\_web.pdf](http://www.massteacher.org/memberservices/~/_/media/Files/legal/dls_qa_pregnancy_parental_leave_web.pdf)