

PARAEDUCATORS  
CONTRACT  
between the  
**NAUSET**  
EDUCATION ASSOCIATION  
and the  
**NAUSET**  
REGIONAL SCHOOL DISTRICT  
AND SCHOOL UNION #54

**JULY 1, 2024 - JUNE 30, 2027**

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## **AGREEMENT**

This Agreement is entered into this first (1st) day of July, 2024, 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 Paraeducators 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 Paraeducators 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 Paraeducators 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 their 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 **December 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, 2024, the work year will consist of one hundred eighty-four (184) work days. These 184 work days will consist of one (1) day requiring Paraeducators 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, Paraeducators 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. Paraeducators will not be required to provide child care.

<b><u>FY 25-FY 27 Work Year and Paid Days</u></b>			
<b>TYPE OF PAID DAY</b>	<b>FY25</b>	<b>FY6</b>	<b>FY27</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	4	5	6
<b>TOTAL paid days</b>	<b>188</b>	<b>189</b>	<b>190</b>
One (1) Optional System-wide Professional Development Day	1	1	1

2. The work year will normally begin no earlier than the Wednesday before 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. 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 Paraeducator'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 Paraeducators 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 Paraeducators in the school building can attend at the same time. Meetings that are required and are beyond the Paraeducators' normal work hours shall be paid at the individual rate of each Paraeducator. 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 Paraeducator may voluntarily attend such a meeting but this would be non-compensated time.

#### C. Paraeducator Hours and Workload

1. Paraeducators 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, Paraeducators 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 Paraeducator.
3. A duty-free lunch of twenty-five (25) consecutive minutes shall be provided daily for the Paraeducator 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 Paraeducator 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 Paraeducator 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 Paraeducator'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 Paraeducator'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 Paraeducator may be called upon more often than others due to the relationship with their student.

## **Article VI**

### **SALARIES**

- A. The salaries of all persons covered by this Agreement are set forth in Appendix A. Wages for 2024-2027: effective July 1, 2024, increase by 3%; effective July 1, 2025, increase by 3%; effective July 1, 2026, increase by 3.25%.
- 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. A Paraeducator who is assigned to serve as a substitute classroom teacher shall receive a stipend of fifty-five dollars (\$55.00) for a full day (greater than three [3] hours), or thirty dollars (\$30.00) for a half day (one [1] to three [3] hours), in addition to their Paraeducator's pay if substitute coverage is not provided for the teacher nor the Paraeducator during these time periods. When substitute coverage is provided, but the Paraeducator serves as the substitute classroom teacher, the Paraeducator shall receive a stipend of thirty dollars (\$30.00) for a full day, or fifteen dollars (\$15.00) for a half day, in addition to their Paraeducator'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 Education Assistant who serves as a substitute classroom teacher. Increments of time less than one (1) hour must occur within the same calendar month in order to be paid.

A Paraeducator shall not be assigned to their regular duties while serving as a substitute teacher for the full day.
- D. A Paraeducator 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 Paraeducator'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 Paraeducators' 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 Paraeducators 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 Paraeducator 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 their 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 their 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 Paraeducators employed in total by the Nauset Regional School District an amount of money set by the Paraeducator 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 Paraeducator 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 Paraeducator 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 their duties by sickness, injury or disability;
    - (2) Through exposure to contagious disease, or when the presence of the employee at their 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 their 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 their 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 shall be entitled to ten (10) days of paid parental leave for the purposes of birth or adoption of a child. In addition to the ten (10) days of paid parental 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, they may take the time off beyond the ten (10) days of paid parental leave, 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 their 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 their 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 Paraeducator who works six and three quarters (6.75) hours per day for five (5) days per week during the school year. A Preschool Paraeducator 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.
  - (5) In cases where both parents are employed by the School District, such employees shall both be entitled to ten (10) days each of paid parental leave as well as the full amount of MPLA and/or FMLA leave. Parents may take leave consecutively but not concurrently.
- 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 Paraeducators 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 thirty dollars (\$30) 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.

An employee who resigns or retires and has the maximum number of sick days accrued (185) may donate up to five (5) days to the sick bank upon retirement or resignation. Days donated under these circumstances would come from the first 100 days, not the severance pay owed to the retiring employee.

6. In the event that a Paraeducator is hired to fill a teaching position, the Paraeducator will carry over to the Teachers' Unit all accumulated sick days.

## B. Personal Leave

1. All Paraeducators 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 Paraeducators who work less than a five [5]-day week), holiday, or vacation, except in an emergency.
2. At the end of the school year, any remaining personal days shall be credited to the employee's accumulated sick leave.
3. Personal days shall be taken in half or 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 Paraeducator 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 Paraeducator when such training will enhance the performance of the Paraeducator 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 five (5) days at any time in the event of death of an Paraeducator'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, for any other member of the employee's immediate household. Up to one (1) day at any time in the event of the death of aunt, uncle, niece, or nephew. One (1) day's leave will be granted in the case of the death of a close friend, not to exceed one occasion per school year. All leaves shall be taken within one year of the death for funeral and/or memorial service. 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 their regular Paraeducator'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 their regular Paraeducator'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 Paraeducator 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, a Paraeducator 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, a Paraeducator 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, a Paraeducator will earn one special event day leave without pay per year up to a total of five (5). They may use such accumulated leave days up to a total of five (5) in any year. In order to take such leave, the Paraeducator must give the Principal a minimum of one (1) months' 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 Paraeducator as of the first day of the school year.
- K. Part-time Paraeducators 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 a Paraeducator is impacted by a Reduction in Force (RIF), they 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 related to work will be placed on a leave with pay and shall submit to the Treasurer of the Region or Town Treasurer, the stipend paid to them 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 their responsibilities as an employee of the School Department shall receive due legal assistance to adequately protect them 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 their employment, they will be paid their 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 one year from the date of injury. Said coverage under the provision not to exceed one hundred ninety (190) 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. A Paraeducator who has served at least five (5) or more years of continuous service will receive an annual longevity stipend of \$550; ten (10) or more years \$1,200; fifteen (15) or more years \$1,600; twenty (20) or more years will receive an annual stipend of \$1,850; twenty-five (25) or more years \$2,100 and thirty (30) or more years \$2,300. Leaves of absence and placement on the recall list will not interrupt continuity of services for longevity payments.

Years of Service	Longevity
5	\$550
10	\$1,200

15	\$1,600
20	\$1,850
25	\$2,100
30+	\$2,300

- 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 they 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 their administrative designee (Evaluator). Paraeducators 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 Paraeducator. 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.** Paraeducators will be notified when formal observation of their work is occurring.
- C.** Evaluations of Paraeducators 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 a Paraeducator 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 Paraeducator 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 Paraeducator if there are any 'No' boxes checked on the observation form. The Paraeducator 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 Paraeducator, the evaluator shall meet with the Paraeducator for the purpose of discussing the evaluation. At least one (1) day prior to this meeting in the case of evaluation forms, the Paraeducator 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 Paraeducators. However, if circumstances warrant, Preschool Paraeducators 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 Paraeducator has received a copy of this evaluation and not necessarily that the Paraeducator agrees or disagrees with the content"*.
  2. The Paraeducator 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 paraeducator.
- G. Evaluation will be conducted using the agreed upon "Paraeducator Evaluation Rubric".  
[Appendix B]
1. Using this rubric, if there is any area where the Evaluator indicated a need for improvement, they will provide the Paraeducator with details of what needs improvement and include recommendations for how to make those improvements.
  2. If a Paraeducator's performance results in an area on the evaluation rated as "Unsatisfactory," the evaluation may contain a requirement that a Paraeducator 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. Paraeducators 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 paraeducators who receive a rating of "Unsatisfactory" in any performance criteria for a second consecutive year will be terminated for job performance reasons.

4. Paraeducators 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 paraeducators 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 them 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 their 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, they 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 a Paraeducator to a contract of employment. Paraeducators whose contracts are not to be renewed shall, if requested, be granted a hearing by the Superintendent.
- M. A Paraeducator who disagree 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. Paraeducators will be notified no later than **June 1**, in writing of their reappointment for the coming school year. Each year, each Paraeducator will receive a written job assignment on or before the first day of school that outlines their duties. Assignments will not be changed capriciously. Paraeducators 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 Paraeducator 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. Paraeducators shall not be employed in such a manner as to supplant the normal role and function of a teacher. Paraeducators shall not be required to perform services that can only be performed by a licensed or certified professional.
- C. A “one-on-one” paraeducator cannot be counted as a service provider for other students if the paraeducator 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 a Paraeducator is assigned to work with a student in the home due to extenuating circumstances, that Paraeducator will receive the stipend for a Paraeducator who serves as a substitute classroom teacher, in addition to their 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 a Paraeducator assigned to work in a home be the only Nauset employee in the home.
  - 2. At no time will a Paraeducator 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 Paraeducator will be specified to the extent possible.
- H. In arranging schedules for Paraeducators who are assigned to more than one (1) school, an effort will be made to limit the amount of inter-school transportation. Such Paraeducators will be notified of any change in their schedules as soon as practical. Paraeducators 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 Paraeducator 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 a Paraeducator 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 paraeducator.

- 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 Paraeducator 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 Paraeducators are to be laid off, no Paraeducator with an overall rating of “Proficient” or “Exemplary” will be laid off prior to a Paraeducator 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 paraeducators are rated as “Proficient” or “Exemplary”, seniority will be the determining factor. Paraeducators hired in the same year who start on the same day in a District will draw lots in the presence of the Paraeducators 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 Paraeducators 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 Paraeducator having the least seniority will be laid off first.
- E. For purposes of this article, each separate elementary School Committee shall establish the category Paraeducator for the elementary school under its jurisdiction.
- F. For the purposes of this Article, the Nauset Regional School Committee shall establish the category Paraeducator for the Nauset Region under its jurisdiction. A Paraeducator 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 Paraeducator 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, Paraeducators 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 Paraeducators 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 Paraeducator in the district in which they are employed. Those Paraeducators 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. Paraeducators will be recalled in inverse order of their layoffs as positions for which they are qualified become open. Paraeducators 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 them all benefits they had accumulated at the time of their layoff.
  2. Paraeducators 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 Paraeducator 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. Paraeducators 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 Paraeducator on layoff indicates in writing to the Superintendent of Schools a desire for such preferential consideration. Paraeducators on layoff who serve as substitutes shall be subject to established policy and procedures regarding such employment.
4. When vacancies occur for which a Paraeducator 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 Paraeducator 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 Paraeducator 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. Paraeducators 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. Paraeducators who are serving in a comparable Paraeducator 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, they go off the recall list.
7. Paraeducators 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 Paraeducator 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 their immediate supervisor and/or the Principal within ten (10) school 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 ten (10) school 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 their designee, within seven (7) school days after receipt of the written grievance, shall meet with the aggrieved employee and the said president or their 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 seven (7) school days after the Level Two meeting, the Association, may refer in writing, within ten (10) school 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 XVIII**

### **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) Paraeducator for each building and one Preschool Paraeducator will serve on the Paraeducator Staff Development Council. A stipend of twenty-five (\$25) per hour will be paid to the Paraeducators who both serve and attend such meetings.

- C. Paraeducators will have access to the professional growth account in the amount of \$8,000 per school year. Paraeducators may access this professional development account up to a maximum of \$1000 per year per Paraeducator 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 Paraeducators; Paraeducators who have already reached their maximum of \$1000 per year may apply for the use of these funds. However, in no case will reimbursement exceed \$1,350 per school year for a single course/workshop.
- D. Professional development will be planned by the appropriate administrator in collaboration with the Paraeducators on the Professional Development Committee for all scheduled student early release days, except in an extraordinary circumstance when a Paraeducator is required for other job-related responsibilities. Paraeducators will not be required to provide child care. A schedule with topics will be given to all Paraeducators 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. A Paraeducator 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 a Paraeducator is appointed to fill this role, they 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 Paraeducators or Paraeducators 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 Paraeducators 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 Paraeducator will be paid their normal hourly rate. Any Paraeducator 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. A Paraeducator who is assigned to work in a sub-separate Special Education program (i.e, STEP, SAIL, MALC, ILP and the sub-separate classroom in Pre-K) will receive an additional yearly “Sub-separate Setting” stipend equal to the amount of the personal care stipend in Appendix D. This stipend will be paid in one-third (1/3) increments with one third (1/3) in December, one third (1/3) in March, and the final third (1/3) in June.
- C. 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 they be given their 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 a Paraeducator 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 Paraeducator 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, 2024 and will continue and remain in force until June 30, 2027. No later than December 1, 2026, the Committee agrees to enter into negotiations with the Association to negotiate a successor agreement to commence on July 1, 2027.

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.

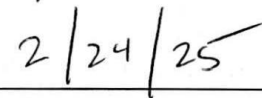
FOR THE SCHOOL DISTRICT  
ASSOCIATION

  
\_\_\_\_\_  
Superintendent of Schools

  
\_\_\_\_\_  
Date

FOR THE NAUSET EDUCATION

  
\_\_\_\_\_  
President, NEA

  
\_\_\_\_\_  
Date

## **APPENDIX A**

Hourly wage increases as follows: Effective July 1, 2024, increase by **3%**; effective July 1, 2025, increase by **3%**; effective July 1, 2026, increase by **3.25%**.

<b>2024-2025</b>			<b>2025-2026</b>			<b>2026-2027</b>		
<b>3%</b>			<b>3%</b>			<b>3.25%</b>		
<u><b>Step</b></u>	<u><b>Hourly</b></u>		<u><b>Step</b></u>	<u><b>Hourly</b></u>		<u><b>Step</b></u>	<u><b>Hourly</b></u>	
<b>1</b>	\$23.30		<b>1</b>	\$24.00		<b>1</b>	\$24.78	
<b>2</b>	\$24.72		<b>2</b>	\$25.46		<b>2</b>	\$26.29	
<b>3</b>	\$26.19		<b>3</b>	\$26.98		<b>3</b>	\$27.86	
<b>4</b>	\$27.77		<b>4</b>	\$28.60		<b>4</b>	\$29.53	
<b>5</b>	\$29.45		<b>5</b>	\$30.33		<b>5</b>	\$31.32	
<b>6</b>	\$31.21		<b>6</b>	\$32.15		<b>6</b>	\$33.19	
<b>7</b>	\$33.09		<b>7</b>	\$34.09		<b>7</b>	\$35.19	
<b>8</b>	\$35.05		<b>8</b>	\$36.10		<b>8</b>	\$37.28	
<b>9</b>	\$35.76		<b>9</b>	\$36.83		<b>9</b>	\$38.03	
<b>10</b>	\$36.10		<b>10</b>	\$37.18		<b>10</b>	\$38.39	
* Based on 6.75 hours/day, 184 work days, plus 4 paid holidays			* Based on 6.75 hours/day, 184 work days, plus 5 paid holiday			* Based on 6.75 hours/day, 184 work days, plus 6 paid holidays		

Paraeducators working more or less than a full-time employee will have their wages pro-rated according to their step on the Wage Schedule. Paraeducators will be placed on the proper step for their years of recent and continuous service within the Nauset School system. A Paraeducator 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 Paraeducators' Wage Schedule up to, but not exceeding, Step 3, based on step migration. A Paraeducator moving to another school within the Nauset School District shall be appropriately placed on the same step as they would have been at the former school within the Nauset School District.

Effective July 1, 2021, Upon hire, Certified Registered Behavior Technicians (RBT) shall placed on at least step 5. RBTs with at least one year of experience shall be placed on Step 6. RBTs with a Bachelor's degree and at least one year of experience shall be placed on Step 7. RBTs with a Bachelor's degree and/or three or more years of experience shall be placed on Step 8.

Paraeducators who are Mass/DESE Licensed Teachers shall receive a shift differential of an additional \$1.00 per hour.

**Appendix B - Paraeducator - Evaluation Rubric - Nauset Public Schools**

<u><b>Unsatisfactory</b></u>	<u><b>Needs Improvement</b></u>	<u><b>Proficient</b></u>	<u><b>Exemplary</b></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>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> </ul>	<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> </ul>	<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</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 intent of improving the areas of deficiency.</p>	<p>- 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.</p> <p>Performance at this level is often inconsistent and generally requires additional supervision and support.</p>	<p>- Maintains confidentiality to protect student information and adheres to school policies and procedures.</p> <p>- May collaborate with colleagues on special projects or assignments.</p> <p>- Satisfactorily performs other supervisory functions (bus, recess, lunch, off-site training or trips) to ensure safety and well-being of students.</p> <p>Paraeducators at the 'Proficient' level are steady, reliable, and cooperative.</p>	<p>interactions as part of assigned supervisory functions (bus, recess, lunch, off-site training or trips).</p> <p>- Collaborates with colleagues on special projects or assignments.</p> <p>An Paraeducator at the 'Exemplary' level needs minimal supervision, is self-reflective of their performance and demonstrates professionalism in all aspects of the position.</p>
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Appendix C – Athletic Stipends	2024-2025 COLA 3%			2025-2026 COLA 3%			2026-2027 COLA 3.25%		
	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3
<b>High School Yearly</b>									
Trainer, Assistant	\$15,864.06			\$16,339.98			\$16,830.18		
Strength and Conditioning	\$7,725.00	\$7,725.00	\$7,725.00	\$7,956.75	\$7,956.75	\$7,956.75	\$8,215.34	\$8,215.34	\$8,215.34
<b>Fall /High School</b>									
Cheerleading Fall Head	\$6,180.00	\$6,952.50	\$7,725.00	\$6,365.40	\$7,161.08	\$7,956.75	\$6,572.28	\$7,393.81	\$8,215.34
Cross Country Head (G and B)	\$6,695.00	\$7,532.39	\$8,368.75	\$6,895.85	\$7,758.36	\$8,619.81	\$7,119.97	\$8,010.51	\$8,899.96
Cross Country Assistant	\$4,285.83	\$4,285.83	\$4,285.83	\$4,414.40	\$4,414.40	\$4,414.40	\$4,557.87	\$4,557.87	\$4,557.87
Field Hockey Varsity Head	\$6,598.18	\$7,421.15	\$8,243.09	\$6,796.13	\$7,643.78	\$8,490.38	\$7,017.00	\$7,892.21	\$8,766.32
Field Hockey JV	\$5,088.20	\$5,831.86	\$6,574.49	\$5,240.85	\$6,006.82	\$6,771.72	\$5,411.17	\$6,202.04	\$6,991.81
Field Hockey Varsity Assistant	\$4,810.10	\$4,954.40	\$5,103.04	\$4,954.40	\$5,103.04	\$5,256.13	\$5,115.42	\$5,268.88	\$5,426.95
Football Head Varsity	\$9,459.52	\$10,661.53	\$11,863.54	\$9,743.31	\$10,981.38	\$12,219.45	\$10,059.96	\$11,338.27	\$12,616.58
Football, JV (2)	\$6,203.69	\$7,017.39	\$7,831.09	\$6,389.80	\$7,227.91	\$8,066.02	\$6,597.47	\$7,462.82	\$8,328.17
Football Freshmen	\$6,203.69	\$7,017.39	\$7,831.09	\$6,389.80	\$7,227.91	\$8,066.02	\$6,597.47	\$7,462.82	\$8,328.17
Football Varsity Assistant	\$4,810.10	\$4,810.10	\$4,810.10	\$4,954.40	\$4,954.40	\$4,954.40	\$5,115.42	\$5,115.42	\$5,115.42
Golf Head (1)-Boys	\$5,374.54	\$6,130.56	\$6,886.58	\$5,535.78	\$6,314.48	\$7,093.18	\$5,715.69	\$6,519.70	\$7,323.71
Golf JV (1) Boys	\$4,738.00	\$5,330.25	\$5,922.50	\$4,880.14	\$5,490.16	\$6,100.18	\$5,038.74	\$5,668.59	\$6,298.43
Gymnastics Head	\$6,033.74	\$6,793.88	\$7,552.99	\$6,214.75	\$6,997.70	\$7,779.58	\$6,416.73	\$7,225.12	\$8,032.42
Soccer Varsity Head (2)	\$6,598.18	\$7,421.15	\$8,243.09	\$6,796.13	\$7,643.78	\$8,490.38	\$7,017.00	\$7,892.21	\$8,766.32
Soccer JV (2)	\$5,088.20	\$5,831.86	\$6,574.49	\$5,240.85	\$6,006.82	\$6,771.72	\$5,411.17	\$6,202.04	\$6,991.81
Soccer Varsity Assistant (2)	\$5,288.02	\$5,288.02	\$5,288.02	\$5,446.66	\$5,446.66	\$5,446.66	\$5,623.68	\$5,623.68	\$5,623.68
Unified Basketball Coach	\$1,773.66	\$1,773.66	\$1,773.66	\$1,826.87	\$1,826.87	\$1,826.87	\$1,886.24	\$1,886.24	\$1,886.24
Volleyball, Head	\$6,514.75	\$7,325.36	\$8,135.97	\$6,710.19	\$7,545.12	\$8,380.05	\$6,928.27	\$7,790.34	\$8,652.40
Volleyball JV	\$5,088.20	\$5,831.86	\$6,574.49	\$5,240.85	\$6,006.82	\$6,771.72	\$5,411.17	\$6,202.04	\$6,991.81
Volleyball Freshman	\$5,088.20	\$5,831.86	\$6,574.49	\$5,240.85	\$6,006.82	\$6,771.72	\$5,411.17	\$6,202.04	\$6,991.81
<b>Winter</b>									
Basketball Varsity Head (2)	\$7,467.50	\$8,413.04	\$9,358.58	\$7,691.53	\$8,665.43	\$9,639.34	\$7,941.50	\$8,947.06	\$9,952.62
Basketball JV (2)	\$5,529.04	\$6,278.88	\$7,027.69	\$5,694.91	\$6,467.25	\$7,238.52	\$5,880.00	\$6,677.43	\$7,473.77
Basketball Freshman (2)	\$5,529.04	\$6,278.88	\$7,027.69	\$5,694.91	\$6,467.25	\$7,238.52	\$5,880.00	\$6,677.43	\$7,473.77
Basketball Varsity Assistant (2)	\$4,810.10	\$4,810.10	\$4,810.10	\$4,954.40	\$4,954.40	\$4,954.40	\$5,115.42	\$5,115.42	\$5,115.42
Cheerleading Winter Head	\$6,180.00	\$6,952.50	\$7,725.00	\$6,365.40	\$7,161.08	\$7,956.75	\$6,572.28	\$7,393.81	\$8,215.34

Hockey Varsity Head (2)	\$7,467.50	\$8,413.04	\$9,358.58	\$7,691.53	\$8,665.43	\$9,639.34	\$7,941.50	\$8,947.06	\$9,952.62
Hockey JV (2)	\$5,529.04	\$6,278.88	\$7,027.69	\$5,694.91	\$6,467.25	\$7,238.52	\$5,880.00	\$6,677.43	\$7,473.77
Ice hockey Varsity Assistant (2)	\$4,810.10	\$4,810.10	\$4,810.10	\$4,954.40	\$4,954.40	\$4,954.40	\$5,115.42	\$5,115.42	\$5,115.42
Swimming (G and B)	\$7,725.00	\$8,690.11	\$9,656.25	\$7,956.75	\$8,950.81	\$9,945.94	\$8,215.34	\$9,241.71	\$10,269.18
Swimming Varsity Assistant	\$5,288.02	\$5,288.02	\$5,288.02	\$5,446.66	\$5,446.66	\$5,446.66	\$5,623.68	\$5,623.68	\$5,623.68
Track Head (G and B) indoor	\$8,240.00	\$9,270.00	\$10,300.00	\$8,487.20	\$9,548.10	\$10,609.00	\$8,763.03	\$9,858.41	\$10,953.79
Track Coach assistant. Indoor (2)	\$4,285.83	\$4,285.83	\$4,285.83	\$4,414.40	\$4,414.40	\$4,414.40	\$4,557.87	\$4,557.87	\$4,557.87
Wrestling Head	\$6,514.75	\$7,329.48	\$8,143.18	\$6,710.19	\$7,549.36	\$8,387.48	\$6,928.27	\$7,794.72	\$8,660.07
Wrestling Varsity Assistant	\$4,313.64	\$4,313.64	\$4,313.64	\$4,443.05	\$4,443.05	\$4,443.05	\$4,587.45	\$4,587.45	\$4,587.45
<b>Spring</b>									
Baseball Varsity Head	\$7,235.75	\$8,181.29	\$9,126.83	\$7,452.82	\$8,426.73	\$9,400.63	\$7,695.04	\$8,700.60	\$9,706.16
Baseball JV	\$5,356.00	\$6,105.84	\$6,854.65	\$5,516.68	\$6,289.02	\$7,060.29	\$5,695.97	\$6,493.41	\$7,289.75
Baseball Varsity Assistant	\$4,810.10	\$4,810.10	\$4,810.10	\$4,954.40	\$4,954.40	\$4,954.40	\$5,115.42	\$5,115.42	\$5,115.42
Golf Head -Girls	\$5,374.54	\$6,130.56	\$6,886.58	\$5,535.78	\$6,314.48	\$7,093.18	\$5,715.69	\$6,519.70	\$7,323.71
Golf JV Girls	\$4,738.00	\$5,330.25	\$5,922.50	\$4,880.14	\$5,490.16	\$6,100.18	\$5,038.74	\$5,668.59	\$6,298.43
Integrated Track and Field	\$2,060.00	\$2,317.50	\$2,575.00	\$2,121.80	\$2,387.03	\$2,652.25	\$2,190.76	\$2,464.60	\$2,738.45
Lacrosse Varsity Head (2)	\$6,636.29	\$7,434.54	\$8,232.79	\$6,835.38	\$7,657.58	\$8,479.77	\$7,057.53	\$7,906.45	\$8,755.37
Lacrosse JV (2)	\$5,256.09	\$5,957.52	\$6,658.95	\$5,413.77	\$6,136.25	\$6,858.72	\$5,589.72	\$6,335.67	\$7,081.63
Lacrosse Varsity Assistant (2)	\$4,810.10	\$4,810.10	\$4,810.10	\$4,954.40	\$4,954.40	\$4,954.40	\$5,115.42	\$5,115.42	\$5,115.42
Sailing Head (B and G)	\$6,264.46	\$7,051.38	\$7,838.30	\$6,452.39	\$7,262.92	\$8,073.45	\$6,662.10	\$7,498.97	\$8,335.84
Sailing Assistant	\$4,057.17	\$4,057.17	\$4,057.17	\$4,178.89	\$4,178.89	\$4,178.89	\$4,314.70	\$4,314.70	\$4,314.70
Softball Varsity Head	\$7,235.75	\$8,181.29	\$9,126.83	\$7,452.82	\$8,426.73	\$9,400.63	\$7,695.04	\$8,700.60	\$9,706.16
Softball JV	\$5,356.00	\$6,105.84	\$6,854.65	\$5,516.68	\$6,289.02	\$7,060.29	\$5,695.97	\$6,493.41	\$7,289.75
Softball Varsity Assistant	\$4,810.10	\$4,810.10	\$4,810.10	\$4,954.40	\$4,954.40	\$4,954.40	\$5,115.42	\$5,115.42	\$5,115.42
Track Head (G and B) outdoor	\$8,613.89	\$9,691.27	\$10,767.62	\$8,872.31	\$9,982.01	\$11,090.65	\$9,160.66	\$10,306.42	\$11,451.09
Spring Track Assistant (3)	\$5,288.02	\$5,288.02	\$5,288.02	\$5,446.66	\$5,446.66	\$5,446.66	\$5,623.68	\$5,623.68	\$5,623.68
Tennis Varsity Head (2)	\$6,180.00	\$6,952.50	\$7,725.00	\$6,365.40	\$7,161.08	\$7,956.75	\$6,572.28	\$7,393.81	\$8,215.34
Tennis Varsity Assistant (2)	\$4,057.17	\$4,057.17	\$4,057.17	\$4,178.89	\$4,178.89	\$4,178.89	\$4,314.70	\$4,314.70	\$4,314.70

<b>Middle School</b>									
Middle School AD	\$10,752.17			\$11,074.74			\$11,406.98		
<b>Fall</b>									
M.S. Field Hockey Head Coach	\$3,746.11	\$3,746.11	\$3,746.11	\$3,858.49	\$3,858.49	\$3,858.49	\$3,983.89	\$3,983.89	\$3,983.89
M.S. Field Hockey Asst Coach	\$2,709.93	\$2,709.93	\$2,709.93	\$2,791.23	\$2,791.23	\$2,791.23	\$2,881.94	\$2,881.94	\$2,881.94

M.S. Soccer Boys Head Coach	\$3,746.11	\$3,746.11	\$3,746.11		\$3,858.49	\$3,858.49	\$3,858.49		\$3,983.89	\$3,983.89	\$3,983.89
M.S. Soccer Boys Asst. Coach	\$2,709.93	\$2,709.93	\$2,709.93		\$2,791.23	\$2,791.23	\$2,791.23		\$2,881.94	\$2,881.94	\$2,881.94
M.S. Soccer Girls Head Coach	\$3,746.11	\$3,746.11	\$3,746.11		\$3,858.49	\$3,858.49	\$3,858.49		\$3,983.89	\$3,983.89	\$3,983.89
M.S. Soccer Girls Asst Coach	\$2,709.93	\$2,709.93	\$2,709.93		\$2,791.23	\$2,791.23	\$2,791.23		\$2,881.94	\$2,881.94	\$2,881.94
M.S. Fall Intramurals (3)	\$2,709.93	\$2,709.93	\$2,709.93		\$2,791.23	\$2,791.23	\$2,791.23		\$2,881.94	\$2,881.94	\$2,881.94
<b>Winter</b>											
M.S. Basketball Boys Head Coach	\$4,101.46	\$4,101.46	\$4,101.46		\$4,224.50	\$4,224.50	\$4,224.50		\$4,361.80	\$4,361.80	\$4,361.80
M.S. Basketball Boys Asst Coach	\$2,875.76	\$2,875.76	\$2,875.76		\$2,962.03	\$2,962.03	\$2,962.03		\$3,058.30	\$3,058.30	\$3,058.30
M.S. Basketball Girls Head Coach,	\$4,101.46	\$4,101.46	\$4,101.46		\$4,224.50	\$4,224.50	\$4,224.50		\$4,361.80	\$4,361.80	\$4,361.80
M.S. Basketball Girls Asst Coach	\$2,875.76	\$2,875.76	\$2,875.76		\$2,962.03	\$2,962.03	\$2,962.03		\$3,058.30	\$3,058.30	\$3,058.30
M.S. Winter Intramurals (2)	\$2,709.93	\$2,709.93	\$2,709.93		\$2,791.23	\$2,791.23	\$2,791.23		\$2,881.94	\$2,881.94	\$2,881.94
<b>Spring</b>											
M.S. Baseball Head Coach	\$3,746.11	\$3,746.11	\$3,746.11		\$3,858.49	\$3,858.49	\$3,858.49		\$3,983.89	\$3,983.89	\$3,983.89
M.S. Baseball Asst Coach	\$2,709.93	\$2,709.93	\$2,709.93		\$2,791.23	\$2,791.23	\$2,791.23		\$2,881.94	\$2,881.94	\$2,881.94
M.S. Softball Head Coach	\$3,746.11	\$3,746.11	\$3,746.11		\$3,858.49	\$3,858.49	\$3,858.49		\$3,983.89	\$3,983.89	\$3,983.89
M.S. Softball Asst Coach	\$2,709.93	\$2,709.93	\$2,709.93		\$2,791.23	\$2,791.23	\$2,791.23		\$2,881.94	\$2,881.94	\$2,881.94
M.S. Track Head Coach	\$3,746.11	\$3,746.11	\$3,746.11		\$3,858.49	\$3,858.49	\$3,858.49		\$3,983.89	\$3,983.89	\$3,983.89
M.S. Track Asst Coach	\$2,709.93	\$2,709.93	\$2,709.93		\$2,791.23	\$2,791.23	\$2,791.23		\$2,881.94	\$2,881.94	\$2,881.94
M.S. Spring Intramurals (2)	\$2,709.93	\$2,709.93	\$2,709.93		\$2,791.23	\$2,791.23	\$2,791.23		\$2,881.94	\$2,881.94	\$2,881.94

Athletic Stipend Steps1. All positions will start on Step 1 in the 2024-25 school year.

2. Steps reflect seasons of service in the specified position only.

3. No experience outside of Nauset Schools shall be counted towards steps.

4. Steps reflect consecutive seasons in which the position was held by the individual. If an individual takes one season away from a position, they will return to step one upon a future return to that position.

5. Only head coaches of varsity, junior varsity, and freshman teams are eligible for steps.

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

			FY25 - 3.00% COLA	FY26 - 3.00% COLA	FY27 - 3.25% COLA
<b><u>HIGH SCHOOL</u></b>		Level	Stipend	Stipend	Stipend
	<b>CLASS ADVISORS (may be up to 3 if enrollment requires)</b>				
	Class Advisors 9 (2 advisors) - each		\$1,611	\$1,659	\$1,713
	Class Advisors 10 (2 advisors) - each		\$1,611	\$1,659	\$1,713
	Class Advisors 11 (2 advisors) - each		\$2,685	\$2,766	\$2,856
	Class Advisors 12 (2 advisors) - each		\$2,685	\$2,766	\$2,856
	Class Coverage		\$36.84	\$37.95	\$39.18
	<b>CLUB AND ACTIVITY ADVISORS</b>				
	Art Club	1	\$805	\$829	\$856
	Black Student Union	1	\$805	\$829	\$856
	Bowling Club	1	\$805	\$829	\$856
	Debate Team	1	\$805	\$829	\$856
	Feminism Club	1	\$805	\$829	\$856
	Interact Club	1	\$805	\$829	\$856
	Literary Magazine Advisor	1	\$805	\$829	\$856
	Multicultural Club	1	\$805	\$829	\$856
	Table Top Games Club	1	\$805	\$829	\$856
	Newspaper Advisor	1	\$805	\$829	\$856
	Best Buddies (2)	2	\$1,290	\$1,329	\$1,372
	Chess Club	2	\$1,290	\$1,329	\$1,372
	Green Club	2	\$1,290	\$1,329	\$1,372
	Human Rights Academy	2	\$1,290	\$1,329	\$1,372
	Iron Chef/Culinary Club	2	\$1,290	\$1,329	\$1,372
	Key Club	2	\$1,290	\$1,329	\$1,372
	Math Team	2	\$1,290	\$1,329	\$1,372
	Model UN Club	2	\$1,290	\$1,329	\$1,372
	Esports	3	\$3,223	\$3,320	\$3,428
	Mock Trial	3	\$3,223	\$3,320	\$3,428
	National Honor Society	3	\$3,223	\$3,320	\$3,428

	Student Council Advisor (2)	3	\$2,685	\$2,766	\$2,856
	Vex Robotics Club	3	\$3,223	\$3,320	\$3,428
	Yearbook - Literary	3	\$2,149	\$2,213	\$2,285
	Yearbook - Business	3	\$2,149	\$2,213	\$2,285
	<b>COORDINATORS- SPECIAL PROGRAMS AND EVENTS</b>				
	Awards Night Coordinator (scholarships)		\$3,301	\$3,400	\$3,511
	Awards Coordinator		\$1,806	\$1,860	\$1,920
	Community Service Coordinator		\$3,301	\$3,400	\$3,511
	Coordinator of Online Courses		\$5,801	\$5,975	\$6,169
	Graduation Coordinator		\$1,806	\$849	\$877
	Scholarships, Coordinator of		\$3,567	\$3,674	\$3,793
	Project Graduation Coordinator		\$1,806	\$1,860	\$1,920
	<b>Department Head (each)</b>				
	Social Studies		\$5,801	\$5,975	\$6,169
	Math		\$5,801	\$5,975	\$6,169
	Fine and Applied Arts		\$5,801	\$5,975	\$6,169
	Foreign Language		\$5,801	\$5,975	\$6,169
	English		\$5,801	\$5,975	\$6,169
	Guidance		\$5,801	\$5,975	\$6,169
	Technology		\$5,801	\$5,975	\$6,169
	Science		\$5,801	\$5,975	\$6,169
	Project ACCESS		\$5,801	\$5,975	\$6,169
	Physical Education		\$5,801	\$5,975	\$6,169
	Special Education		\$5,801	\$5,975	\$6,169
	Drama Technical Director (per season)		\$2,413	\$2,485	\$2,566
	Drama Director (per season)		\$3,296	\$3,395	\$3,505
	Driver Ed Classroom (per class)		\$1,278	\$1,316	\$1,359
	Driver Ed Director (208 total hours/annually)		\$7,765	\$7,998	\$8,258
	Driver Ed Road Instructor (per student)		\$448	\$461	\$476
	ELL Service Coordinator - HS		\$5,801	\$5,975	\$6,169
	International Student Program Coordinator		\$3,473	\$3,577	\$3,693
	First Generation Student Coordinator		\$3,473	\$3,577	\$3,693

	Mentor - Administrative Assistant		\$625	\$644	\$665
	Mentor - Paraeducator		\$625	\$644	\$665
	Mentor - Teacher		\$1,138	\$1,172	\$1,210
	Music/Drama, Daily Rate		\$215	\$221	\$228
	<i>Jazz Band, Chorus, Drama</i>				
	Music/Drama Max daily rate per year**		\$3,223	\$3,320	\$3,428
	<b>Project Access (each)</b>				
	Access Registrar		N/A	N/A	N/A
	Access Science		\$15,245	\$15,702	\$16,212
	Access ELA		\$15,245	\$15,702	\$16,212
	Access Online Evening		\$15,245	\$15,702	\$16,212
	Access Math		\$15,245	\$15,702	\$16,212
	Tutor (per hour)		\$42.59	\$43.87	\$45.29

<b><u>MIDDLE SCHOOL</u></b>			<b>FY25 - 3.00% COLA</b>	<b>FY26 - 3.00% COLA</b>	<b>FY27 - 3.25% COLA</b>
		<b>Level</b>	<b>Stipend</b>	<b>Stipend</b>	<b>Stipend</b>
	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.	<b>1</b>	<b>\$805</b>	<b>\$829</b>	<b>\$856</b>
	National Junior Honor Society Advisor	<b>2</b>	<b>\$1,290</b>	<b>\$1,329</b>	<b>\$1,372</b>
	Model United Nations Club Advisor (2)	<b>2</b>	<b>\$1,290</b>	<b>\$1,329</b>	<b>\$1,372</b>
	Mock Trial	<b>2</b>	<b>\$1,290</b>	<b>\$1,329</b>	<b>\$1,372</b>
	Student Council Grade 6,7,8 (each)	<b>2</b>	<b>\$1,290</b>	<b>\$1,329</b>	<b>\$1,372</b>
	Arts Day Coordinator	<b>2</b>	<b>\$1,290</b>	<b>\$1,329</b>	<b>\$1,372</b>
	Craft Fair Coordinator	<b>2</b>	<b>\$1,290</b>	<b>\$1,329</b>	<b>\$1,372</b>
	Drama Club Director	<b>3</b>	<b>\$5,908</b>	<b>\$6,085</b>	<b>\$6,283</b>
	Yearbook Club	<b>3</b>	<b>\$2,256</b>	<b>\$2,324</b>	<b>\$2,400</b>
	Music Director – Musical		<b>\$2,954</b>	<b>\$3,043</b>	<b>\$3,142</b>
	Music Drama Daily Rate		<b>\$215</b>	<b>\$221</b>	<b>\$228</b>
	Music Maximum per year		<b>\$3,223</b>	<b>\$3,320</b>	<b>\$3,428</b>
	Subject Coordinators		<b>\$3,192</b>	<b>\$3,288</b>	<b>\$3,395</b>
	Student/Farmer's Market Program Coordinator		<b>\$146/Saturday</b>	<b>\$150/Saturday</b>	<b>\$155/Saturday</b>
	Team Leader (each)		<b>\$3,192</b>	<b>\$3,288</b>	<b>\$3,395</b>
	Tutor (per hour)		<b>\$42.59</b>	<b>\$43.87</b>	<b>\$45.29</b>
	Mentor - Administrative Assistant		<b>\$625</b>	<b>\$644</b>	<b>\$665</b>
	Mentor - Paraeducator		<b>\$625</b>	<b>\$644</b>	<b>\$665</b>
	Mentor - Teacher		<b>\$1,138</b>	<b>\$1,172</b>	<b>\$1,210</b>

			FY25 - 3.00% COLA	FY26 - 3.00% COLA	FY27 - 3.25% COLA
<b>ELEMENTARY</b>					
	Club Advisors	1	\$805	\$829	\$856
	Class Coverage		\$36.84	\$37.95	\$39.18
	Department Heads (each)		\$5,799	\$5,973	\$6,167
	Tutor (per hour)		\$42.59	\$43.87	\$45.29
	Music Elementary - hourly rate		\$40.49	\$41.70	\$43.06
	Music Elementary- Maximum per year		\$3,223	\$3,320	\$3,428
	Mentor - Administrative Assistant		\$625	\$644	\$665
	Mentor - Paraeducator		\$625	\$644	\$665
	Mentor - Teacher		\$1,138	\$1,172	\$1,210
	*Elementary Special Education Coordinator		\$3,192	\$3,288	\$3,395
	Subject Coordinator (each)		\$3,192	\$3,288	\$3,395
	Volunteer Coordinator/Publicist		\$3,192	\$3,288	\$3,395
	Responsive Classroom Coordinator/Mentor		\$971	\$1,000	\$1,033

			FY25 - 3.00% COLA	FY26 - 3.00% COLA	FY27 - 3.25% COLA
<b>DISTRICT / REGION</b>					
	Department Head (K-12 Art, Music, Physical Education)		\$5,801	\$5,975	\$6,169
	Educational Liaison		\$15,778	\$16,252	\$16,780
	ELA Coordinator (K-5)		\$5,801	\$5,975	\$6,169
	ELL Services Coordinator (K-12)		\$5,801	\$5,975	\$6,169
	Extended School Year - Paraeducators (per hour)		Para's hourly rate	Para's hourly rate	Para's hourly rate
	Extended School Year - Teacher		\$43.94	\$45.26	\$46.73
	Extended School Year - OT/PT/SLP		\$43.94	\$45.26	\$46.73
	Hourly Rate - Teacher - extra hourly work, curriculum development		\$43.94	\$45.26	\$46.73
	IB – Diploma Programme Coordinator		\$5,801	\$5,975	\$6,169
	IB - CAS Coordinator		\$2,869	\$2,955	\$3,051
	IB - Extended Essay Coordinator		\$2,869	\$2,955	\$3,051
	Master Scheduler High School		\$7,363	\$7,584	\$7,830
	Math Coordinator (K-5)		\$5,801	\$5,975	\$6,169
	Mentor Coordinator - Teacher		\$5,801	\$5,975	\$6,169
	Mentor Facilitator - Teacher		\$649	\$668	\$690
	Mentor Facilitator – Paraeducator		\$642	\$661	\$682
	Nurse Coordinator - District		\$5,799	\$5,973	\$6,167



	Sub-Separate Setting		<b>\$1,750</b>	<b>\$1,803</b>	<b>\$1,862</b>
	Personal Care Stipend		<b>\$1,750</b>	<b>\$1,803</b>	<b>\$1,862</b>
	Seal of Biliteracy Coordinator		<b>\$2,869</b>	<b>\$2,955</b>	<b>\$3,051</b>
	Student Services - OT/PT/SLP, extra assignment or ESY		<b>\$43.94</b>	<b>\$45.26</b>	<b>\$46.73</b>
	Sunburst STEAM Community Outreach Liaison		<b>\$2,869</b>	<b>\$2,955</b>	<b>\$3,051</b>
	Sunburst STEAM Instructional Coach		<b>\$43.94</b>	<b>\$45.26</b>	<b>\$46.73</b>
	Class Coverage		<b>\$36.84</b>	<b>\$37.95</b>	<b>\$39.18</b>
	Title 1 Coordinator - Summer		<b>\$2,473</b>	<b>\$2,547</b>	<b>\$2,630</b>
	Title 1 Coordinator – Winter		<b>\$5,801</b>	<b>\$5,975</b>	<b>\$6,169</b>

## 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>	Meets weekly and/or a minimum of 30 hours/school year)  Social and/or defined activity within school  Minimal planning/preparation	<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>	\$805 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</p> <p>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>		\$1290 per Club
<b>Three</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</p> <p>Competitions/Events/Trips</p> <p>Continuous</p> <p>Preparation</p> <p>Product/Presentation of sorts</p> <p>Multiple Events-year long</p>	<ul style="list-style-type: none"> <li>• National Honor Society \$3,223</li> <li>• Yearbook (Literary and Business) \$4,298</li> <li>• Mock Trial \$3,223</li> <li>• Student Council \$5,370 (split between 2)</li> </ul>	<ul style="list-style-type: none"> <li>• Yearbook \$2,149</li> <li>• Drama Club - 2 days \$5908</li> </ul>		<p>Amounts per Club to be split based on the number of advisors per year (usually 2 advisors)</p> <p>\$3,223</p>

**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

- a. 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.
- b. FMLA leave for birth or adoption of a child or foster care shall run concurrently with leave under the Massachusetts Parental Leave Act.
- c. **Massachusetts Parental Leave Law**  
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 FMLA leave prior to your child's arrival.

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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)

## **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.