AGREEMENT BETWEEN

THE SCHOOL COMMITTEE OF THE TOWN OF NATICK, MASSACHUSETTS

EDUCATION ASSOCIATION OF NATICK

UNITS A & B

FOR THE TIME PERIOD

AUGUST 1, 2019 THROUGH JULY 31, 2022

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PREAMBLE

This contract is made as of August 1, 2019, by the School Committee of the Town of Natick (hereinafter referred to as the Committee) and The Education Association of Natick (hereinafter referred to as the Association), pursuant to the provisions of Massachusetts General Laws, Chapter 150E. Recognizing that our prime purpose is to provide education of the highest quality for the children of Natick, and that good morale within the professional staff of Natick is essential to achievement of that purpose, we, the undersigned parties to this contract, declare that:

- (a) Under the law of Massachusetts, the Committee, elected by the citizens of Natick, has final responsibility for the establishing of educational policies of the public schools of Natick:
- (b) The Superintendent of Schools of Natick (hereinafter referred to as the Superintendent) has responsibility for carrying out the policies so established;
- (c) The professional staff of the public schools of Natick has the responsibility for providing education of the highest possible quality;
- (d) Fulfillment of these respective responsibilities can be facilitated and supported by consultations and the free exchange of views and information among the Committee, the Superintendent, and the Association in matters relating to wages, hours, and all other conditions of employment for the professional staff.

ARTICLE I - Exclusive Recognition

The Committee hereby recognizes the Association as the exclusive collective bargaining representative covering wages, hours and other terms and conditions of employment for the following bargaining unit of employees:

All classroom educators, including teacher-coaches (except for the athletic director), guidance counselors, school adjustment counselors and curriculum specialists, professional librarians in the elementary, middle and senior high schools and school nurses, excluding the Superintendent of Schools, the Assistant Superintendent, Director of Finance, Director of Human Resources, Vice-Principals, Directors and Department Heads, and substitute educators and further excluding all other employees of the School Committee. This agreement applies only to the bargaining unit described above.

Definition: The terms "School Committee" or "Committee" as used in any provision of this Agreement shall mean the Natick School Committee in its corporate capacity and /or any school administrator responsible under the Education Reform Act of 1993 or other applicable law for making the decision(s) covered by that particular provision.

ARTICLE II - Nondiscrimination

Section 1: Neither the Committee nor the Association will discriminate in violation of federal or state law against any employee covered by this Agreement or applicant for employment because of race, creed, color, sex, gender identity, religion, nationality, sexual orientation, disability, pregnancy and pregnancy-related conditions, physical and intellectual differences, immigration status or homeless status.

Section 2: The Association agrees to represent equally all members of the bargaining unit covered by this Agreement.

ARTICLE III - Employee Rights and Obligations

Section 1: Academic Freedom

The Association and Committee join in respecting the private life, political freedom, and religious freedom of educators as long as activities in these areas do not interfere with teaching responsibilities or relationships with students. The Committee and Association agree that school time should be used to pursue defined curriculum goals with primary focus given to clearly identified subject matter objectives and to questions from students; however, both parties recognize the fact that occasional, educationally sound digression from formal course outlines can be both an important teaching method to the instructor and a learning experience for the student. Finally, the Association and Committee agree that any controversial topics should be addressed in a balanced and dignified manner with serious curriculum disagreements to be referred through the Superintendent to the Committee for its judgment thereon.

Section 2: Employees covered by this Agreement shall have, and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to form, join and assist employee organizations, or to refrain from such activity, to hold office in and participate in the management of the Association to act in the capacity of Association representative and to engage in other lawful association and concerted activities for the purpose of collective bargaining or other mutual aid or protection except that no official of the Town of Natick shall participate in the management of the Association or act as its representative if such activity would be incompatible with his/her official duties.

Section 3: In the exercise of these rights all employees covered by this Agreement shall be free from any and all interference, restraint and coercion, and such employees shall be protected against any discrimination in regard to tenure, promotion or other conditions of employment.

Section 4: Any of the benefits or privileges presently enjoyed by employees in the unit will not be unilaterally impaired.

Section 5:

(a) The President of The EAN will have two days of release time per semester. The cost for providing substitute coverage will be paid by The EAN.

- (b) The President of The EAN shall be released from non-teaching duties including morning monitoring of early arrivals, morning bus duty, homeroom duty, afternoon bus duty, supervision of detention, study hall assignments and cafeteria related duties. The cost of providing coverage will be paid by The EAN. In the event of the election of co-presidents, only the equivalent of one individual's duty periods may be taken.
- (c) The Committee agrees to establish a revolving account, funded by The EAN, to pay a stipend to The EAN president. Should The EAN cease funding this account, the stipend will cease.

Section 6: No educator will be disciplined, reprimanded, reduced in compensation, suspended, demoted, dismissed or non-renewed without just cause.

Notwithstanding anything to the contrary in this Agreement, no grievance involving an alleged failure to appoint a person to a promotional or stipendiary position or to not renew the contract of a non-tenured educator or non-tenured administrator shall be arbitral.

The Arbitrator shall not have authority to reinstate any educator terminated because of unsatisfactory Article XIII performance evaluations so long as the Arbitrator concludes that the evaluator's conclusions that such performance was unsatisfactory were reached in a manner that was neither arbitrary nor capricious, and the School Committee's conclusion that such performance was unsatisfactory was neither arbitrary nor capricious.

ARTICLE IV - No Strike - Lockout

Section 1: The Association recognizes that Unit members are prohibited by law from engaging in strikes. The Association agrees that it does not assert the right to strike against the Town of Natick or its School Committee and, that during the term of this Agreement; it will refrain from engaging, assisting or participating in any strike or professional day authorized by the Association.

Section 2: The Committee agrees that during the term of this Agreement it will not lock out any employees covered by this Agreement.

Section 3: The Association agrees to reimburse the Committee for any monies required to be expended by it as a result of a strike or professional day authorized by the Association.

Section 4: The Committee agrees to reimburse all employees covered by this Agreement for lost school salaries caused by an unlawful lockout.

ARTICLE V - Association Officials

The Association shall furnish the Superintendent of Schools with a written list of its officers and

members of the Professional Rights and Responsibilities Committee and shall, as soon as possible, notify the Superintendent in writing of any changes therein. Only those officers and committee members shall be recognized by the Committee for purposes of joint meetings, except that at the Association's discretion, the Association may be represented, in addition, by counsel or advisors.

ARTICLE VI - Rights and Obligations of the School Committee

Section 1:

- (a) Under the laws of Massachusetts, the Committee, elected by the citizens of Natick, has final responsibility for establishing the educational policies of the public schools of Natick, for management of said schools and for directing their operation -aresponsibility which includes the duty to maintain public elementary and secondary schools and such other educational activities as it finds will best serve the interest of the Town of Natick; to decide the need for school facilities, to determine the care. maintenance and operation of buildings, lands, apparatus and other property used for school purposes; to employ, assign, transfer and promote educators; to suspend, demote or dismiss educators of the schools in the manner provided by statute or ordinance; to prescribe rules for the management, studies, classification and discipline for the public schools; to decide the textbooks to be used; to prepare and submit budgets to the Town Meeting and, in its sole discretion, expend monies appropriated by the Town for the maintenance of the schools, and to make such transfers of funds within the appropriated budget as it shall deem necessary; and to exercise such other authority, rights and powers conferred upon the Committee by the laws of Massachusetts and the Rules and Regulations of any pertinent agency of the Commonwealth.
- (b) As to every matter expressly not covered by this Agreement, and except as expressly or directly modified by clear language in a specific provision of the Agreement, the Committee retains exclusively to itself all rights and powers that it has or may hereafter be granted by law and shall exercise the same without such exercise being made the subject of the grievance and arbitration provisions of this Agreement.

Section 2: The School Committee has the sole and exclusive right and responsibility to promulgate reasonable rules and regulations pertaining to the employees covered by this Agreement except that such rights will not be exercised so as to conflict with any provision of this Agreement.

ARTICLE VII – Effect of Agreement

It is mutually agreed that each party to this Agreement is bound by all Rules and Regulations of the Committee as they exist on the effective date of this Agreement and as may be hereafter amended unless in conflict with any provision of this Agreement.

ARTICLE VIII - Grievance and Arbitration Procedure

Section 1: In the interest of harmonious and efficacious performance of the duties and obligations of the Committee and its employees, the parties hereto recognize the importance of prompt and equitable disposition of any grievance at the lowest organizational level possible under procedure of maximum informality and flexibility. Sexual Harassment grievances must be initiated in accordance with procedures described under the most recent Sexual Harassment grievance procedure (Section 5 of ARTICLE VIII).

Any employee covered by this Agreement shall have the right to present a grievance and have it promptly considered on its merits.

Section 2:

- (a) A grievance is hereby defined to mean a complaint by an employee covered by this Agreement and based on an alleged violation of this Agreement or a dispute involving the meaning, interpretation or application thereof.
- (b) Grievances may be initiated by employees, either singly or jointly, or by the Association. Only the Association may, upon the request of the employee or employees, represent them or be present at any stage of the procedure. If an aggrieved employee so chooses, then the Association or its representative may act in all respects in behalf of the aggrieved employee.
- (c) If any employee covered by this Agreement shall present any grievance without representation by the P R & R Committee, the disposition, if any, of the grievance shall be consistent with the provisions of this Agreement. No grievance will be processed beyond Step One unless a representative of the P R & R Committee is present. The aggrieved employee shall be permitted to be heard at each level of the procedure under which the grievance shall be considered.
- (d) Only grievances filed within twenty-five (25) calendar days of their origin may be processed.
 - An employee who believes that his/her contractual rights have been violated shall discuss the concern informally with his/her supervisor. Every reasonable effort shall be made to address the issue at this level.
 - For purposes of this Article, an employee's "supervisor" is defined as, the Director or Department Head (if any), the Principal of the school building to which an employee is regularly assigned, or if the employee has no such regular assignment, the Director of Human Resources.

STEP ONE

The written grievance will include the name(s) of the aggrieved, school(s) and grade level(s) to which he/she is assigned, the nature of the grievance, the Article and section of the Agreement allegedly violated, the remedy sought, and the signature(s) of the grievant(s). It will also note the date when the issue giving rise to the grievance was discussed informally with the employees' immediate supervisor. Within 10 school days after receipt of the written grievance, the supervisor will meet with the aggrieved

employee, together with the Chair of the P R & R Committee or his/her designated representative.

The supervisor shall, on a prescribed form mutually agreed to by the Association and the Committee, make a record of the fact, time and place that this discussion has taken place. A copy of this form will be attached to any submission made under STEP THREE (a).

STEP TWO

In the event that the grievance shall not have been disposed of to the satisfaction of the aggrieved employee at STEP ONE, or in the event that no decision has been reached within five (5) school days after discussion of the grievance with the supervisor under Step one, the grievance shall be referred to the Superintendent of Schools within five (5) school days thereafter.

The Superintendent shall represent the Committee at this level of the grievance procedure. Within five (5) school days after receipt of the written grievance by the Superintendent, he/she shall meet with the aggrieved employee and (if the employee so elects) also with the said Chair of the P R & R Committee or his/her designated representative in an effort to settle the grievance. The Superintendent will, within five (5) school days after such meeting, render a decision in writing to the grievant and to the Association.

STEP THREE

In the event that the aggrieved employee is yet aggrieved by the decision rendered in Step Two, or in the event that no decision has been rendered within ten (10) school days after the Step Two meeting, the grievance shall be referred in writing to the School Committee within five (5) school days thereafter. The Committee shall meet with the grievant and the P R & R Committee Chair or his/her designee not later than its next regular meeting in an effort to settle the grievance. The Committee will render a written decision to the grievant and the Association not later than its next regular meeting after the end of discussion of the grievances.

Grievances relating to appointment, dismissal or suspension shall not be heard by the School Committee as prescribed in this step, but shall proceed directly to ARBITRATION if not resolved at STEP TWO. If the court or the legislature determines that, under M.G.L. Ch. 71, S.42, employees covered by this Agreement may seek redress for grievances related to appointment, termination or suspension at the School Committee level, this step shall be reinstated.

Section 3: If any grievance is not filed at any step within the time limit for such filing, the grievance shall be considered settled on the basis of the last disposition and shall not be eligible for further processing, and failure at any step of this procedure to communicate the decisions on a grievance within the specified time limits to the aggrieved employee and to the Chair of the P R & R Committee shall permit the aggrieved party or parties to proceed to the next step.

Section 4: The Association may initiate a grievance in the first instance at Step Two of the grievance procedure in situations where the grievance alleges a violation of this Agreement or the grievance involves two or more schools covered by this Agreement.

Section 5: Sexual Harassment Grievance Procedure

PURPOSE: As established by federal and state regulations, the purpose of this grievance procedure is to facilitate compliance with the law, provide prompt and equitable resolutions of complaints and promote a means for mutual problem solving and understanding. Any member or members of Units "A" or "B" who feel that his/her/their rights, under Chapter 622/Title IX, or other pertinent laws or regulations concerning sex discrimination have been violated by any individual, group of individuals, practice or policy may grieve.

PROCEDURE:

- (a) At any time, a complainant or respondent may choose a person to advise, assist, mediate or represent him/her during the procedure from a list supplied by the Chapter 622/Title IX Committee.
- (b) The complainant or his/her representative must address the respondent in the situation. If no resolution is achieved within ten (10) student days of the time the respondent was addressed, the complainant may proceed to the principal within ten (10) additional student days. If the principal is a respondent, the complainant may proceed to any administrator of choice.
- (c) If no resolution is achieved within ten (10) student days of the meeting with the principal or administrator of choice, the complainant may proceed to the Superintendent *(Step III [b] of the existing grievance procedure) within ten (10) additional student days.

If the complaint is not resolved at this step, the complainant may proceed in accord with this grievance arbitration procedure.

ADDITIONAL PROVISIONS

- 1. If, at any time after an apparent resolution of a complaint, sexual harassment reoccurs, the complainant may reactivate the complaint at the level at which the complaint was apparently resolved.
- 2. Parties may mutually agree to extend or condense time limits; such agreement must be reduced to writing.
- 3. All proceedings relative to sexual harassment complaints will be held in closed session and all discussions held in strict confidence.
- 4. At any time, a complainant or respondent may choose a person to advise, assist, mediate or represent him/her during the procedure from a list supplied by the Chapter 622/Title IX Committee. Records will be kept from the moment any Sexual Harassment Grievance Procedure Representative is involved.

- 5. Anyone named in the file will have the right to inspect the file under conditions of controlled access. A person authorized by the Superintendent or the President of the E.A.N. unit will have the right to inspect the file. There will be no other access, unless or until there is a subsequent complaint involving any of the named individuals. Access at any such subsequent time shall be limited to persons involved in the investigation, or litigation of that subsequent complaint.
- 6. Nothing in this grievance procedure shall prevent an individual from taking action with the Massachusetts Commission Against Discrimination (MCAD), the Equal Employment Opportunity Council (EEOC), the Office of Civil Rights (OCR) or the courts. Any such action must meet the applicable time limits of those forums.
- 7. The School Committee shall provide appropriate training for employees designated by the Chapter 622/Title IX Committee to advise and assist complainants through the grievance procedure.

ARBITRATION

Section 1: If the decision of the Superintendent or Committee at STEP THREE or STEP FOUR (as applicable under M.G.L Ch.71, S42) of the Grievance Procedure is unsatisfactory, only the Association through the P R & R Committee, may refer the grievance to arbitration, as specified herein. In this event, the P R & R Committee Chairman shall notify the Chairman of the School Committee (when applicable) and/or the Superintendent, in writing, twenty (20) school days after receipt of the Superintendent's decision at Step Three or the Committee decision at Step Four, that arbitration of the grievance is desired.

Section 2: Arbitrations will be chosen in accordance with the rules of the American Arbitration Association.

Section 3: The Arbitrator shall hold a hearing on the grievance, giving all parties an opportunity to be heard as soon as possible after submission, and shall endeavor to render a decision, in writing, within thirty (30) days after the close of the hearing.

In the case of a grievance involving the meaning, application, or interpretation of this Agreement, the decision of the Arbitrator shall be final and binding upon all parties. The Arbitrator must stay within the confines of this Agreement and shall not alter or add to them.

Section 4: Each party shall bear the expenses of preparation and presentation of its own case. The cost of the Arbitrator and incidental expenses mutually agreed to in advance shall be shared equally between the parties.

Section 5: If either party, within fifteen (15) calendar days after an Arbitrator's decision, states in writing to the other party its intention to seek clarification or interpretation of the decision submitted, then both parties shall agree to appear before the Arbitrator.

ARTICLE IX – Compensation

Section 1: The salary chart reflects the following step-specific percentage increases.

Step	FY 20 Increase	FY 21 Increase	FY 22 Increase
1-10	1%	1%	3%
11	2%	1.5%	3%
12	2%	2%	3%
13	2%	2%	3%
14	2.25%	2%	3%
15	2.25%	2%	3%

	School Year 2019-2020 Effective 8/1/2019							
Step	Bachelors	Masters	Masters +15	Masters +30	Masters +45	Masters +60	Masters +75	Doctorate
1	48,480	53,327	55,993	58,661	60,127	61,594	63,133	64,672
2	50,419	55,460	58,233	61,006	62,531	64,055	65,657	67,259
3	52,435	57,678	60,564	63,448	65,034	-66,619	68,283	69,950
4	54,533	59,985	62,986	65,985	67,635	69,283	71,015	72,747
5	56,715	62,386	65,506	68,624	70,339	72,054	73,856	75,656
6	58,983	64,881	68,126	71,369	73,152	74,936	76,812	78,684
7	61,342	67,476	70,850	74,223	76,078	77,934	79,883	81,832
8	63,797	70,176	73,684	77,191	79,122	81,051	83,079	85,103
9	66,348	72,984	76,633	80,281	82,288	84,295	86,402	88,509
10	68,812	75,692	79,477	83,261	85,343	87,425	89,610	91,794
- 11	70,882	77,972	81,870	85,769	87,914	90,058	92,309	94,560
12	72,301	79,531	83,508	87,484	89,670	91,857	94,153	96,450
13	73,744	81,122	85,178	89,234	91,466	93,697	96,039	98,382
14	75,404	82,949	87,096	91,242	93,523	95,804	98,201	100,596
15	78,427	86,273	90,585	94,898	97,270	99,643	102,137	104,626

	School Year 2020-2021 Effective 8/1/2020							
Step	Bachelors	Masters	Masters +15	Masters +30	Masters +45	Masters +60	Masters +75	Doctorate
1	48,965	53,860	56,553	59,248	60,728	62,210	63,764	65,319
2	50,923	56,015	58,815	61,616	63,156	64,696	66,314	67,932
3	52,959	58,255	61,170	64,082	65,684	67,285	68,966	70,650
4	55,078	60,585	63,616	66,645	68,311	69,976	71,725	73,474
5	57,282	63,010	66,161	69,310	71,042	72,775	74,595	76,413
6	59,573	65,530	68,807	72,083	73,884	75,685	77,580	79,471
7	61,955	68,151	71,559	74,965	76,839	78,713	80,682	82,650
8	64,435	70,878	74,421	77,963	79,913	81,862	83,910	85,954
9	67,011	73,714	77,399	81,084	83,111	85,138	87,266	89,394
10	69,500	76,449	80,272	84,094	86,196	88,299	90,506	92,712
11	71,945	79,142	83,098	87,056	89,233	91,409	93,694	95,978
12	73,747	81,122	85,178	89,234	91,463	93,694	96,036	98,379
13	75,219	82,744	86,882	91,019	93,295	95,571	97,960	100,350
14	76,912	84,608	88,838	93,067	95,393	97,720	100,165	102,608
15	79,996	87,998	92,397	96,796	99,215	101,636	104,180	106,719

	School Year 2021-2022 Effective 8/1/2021							
Step	Bachelors	Masters	Masters +15	Masters +30	Masters +45	Masterş +60	Masters +75	Doctorate
1	50,434	55,476	58,250	61,025	62,550	64,076	65,677	67,279
2	52,451	57,695	60,579	63,464	65,051	66,637	68,303	69,970
3	54,548	60,003	63,005	66,004	67,655	69,304	71,035	72,770
4	56,730	62,403	65,524	68,644	70,360	72,075	73,877	75,678
5	59,000	64,900	68,146	71,389	73,173	74,958	76,833	78,705
6	61,360	67,496	70,871	74,245	76,101	77,956	79,907	81,855
7	63,814	70,196	73,706	77,214	79,144	81,074	83,102	85,130
8	66,368	73,004	76,654	80,302	82,310	84,318	86,427	88,533
9	69,021	75,925	79,721	83,517	85,604	87,692	89,884	92,076
10	71,585	78,742	82,680	86,617	88,782	90,948	93,221	95,493
11	74,103	81,516	85,591	89,668	91,910	94,151	96,505	98,857
12	75,959	83,556	87,733	91,911	94,207	96,505	98,917	101,330
13	77,476	85,226	89,488	93,750	96,094	98,438	100,899	103,361
14	79,219	87,146	91,503	95,859	98,255	100,652	103,170	105,686
15	82,396	90,638	95,169	99,700	102,191	104,685	107,305	109,921

Master's Plus

All salary schedules for Bachelors, Masters, Master's +15, Masters +30, Master's +45 Masters +60, Masters +75 and Doctorate, and all stipends, will be as set forth in this section.

Educators submitting evidence of successful completion of thirty (30) hours of graduate study beyond the date the master's degree was awarded* will satisfy the requirements of the Plus 30 category.

*Newly hired educators with a Bachelor's degree may retroactively apply credits earned for only the two Natick-required courses to their Masters Plus lane, once their Masters is earned.

The Masters +60 rates are calculated as one-half the percentage difference between the current Masters +30 and Doctorate columns. Employees will be eligible for this column after completing a pre-approved (by Principal, Assistant Superintendent and Director of Human Resources), focused course of study. Course approval will not be unreasonably denied. Credit may be given for relevant courses taken over the last five years, if so approved.

Acceptable courses of study that would directly benefit the Natick Public Schools are as follows:

- * A second Master's Degree
- * Certificate of Advanced Graduate Studies
- * A self-developed program of graduate level rigor, in a focused course of study that will directly benefit the educator in the performance of her/his job

Note: Each of these examples illustrates both focus and application in the educator's discipline.

All credits must be at a level institutionally acceptable towards college or university graduate credit. A maximum of two (2) Bachelor's level courses may be accepted if equivalent courses are not available at the graduate level. All coursework must be completed in a timely manner, consistent with graduate level restrictions.

Only "graduate" credits may be applied to a lane change or tuition reimbursement. The official transcript submitted must include the words "graduate credit(s)". No other credit units will be accepted, unless the employee enrolled in and paid for the course(s) prior to the date of ratification of this agreement, *and* the employee provides written confirmation from a college or university program administrator affirming that the units used are equal to graduate credits at their institution to the Director of Human Resources.

There will be a limit of one lane change per year, except for those moving from any lane to the Doctorate lane.

Educators submitting satisfactory evidence that they have taught an undergraduate course, directly related to the field of education, at an accredited institution will earn three credits towards a M+30 for each course developed and taught. Educators submitting satisfactory evidence that they have taught a graduate level course, directly related to the field of education, at an accredited institution will earn three credits towards a M+30 or a M+60 for each course

developed and taught. There is a three credit maximum for each course; no matter how many times that course is taught. The provisions of Section 3c will continue to apply.

Notwithstanding the provisions of Article XI, Section 1, educators who successfully complete the National Board for Professional Teaching Standards process and thereby become National Board Certified Educators will be granted 18 graduate credits towards a M+30 or a M+60. The provisions of Section 3 c will continue to apply.

Written notice must be submitted to the Director of Human Resources on or before November 1 preceding the year in which the change of degree status will take place. Evidence of receipt of the change of degree status must be submitted to the Superintendent on or before August 25.

Section 2:

It is mutually agreed that neither increments nor adjustments are considered to be automatic; they are granted annually in the discretion of, and by vote of, the School Committee to those educators who meet the requirements of the School Department and who receive recommendations from the Director or Department Head (if applicable), Principal, Assistant Superintendent and Superintendent. Employees hired after the 91st educator day will not be eligible for a step increase the following year.

On the secondary level, pay will be based on the number of periods to which an educator is assigned out of thirty (30) periods. Assigned periods are defined as student supervision periods (teaching or duty periods).

The following examples are for clarification of the above contract changes in ARTICLES IX and XII.

ONE-HALF TIME EDUCATORS:

In accord with ARTICLE IX above, the maximum assignment for half-time educators will be 15 teaching periods per week or a combination of teaching and duty assignments totaling 15 periods per week.

TWO-THIRDS TIME EDUCATORS:

In accord with ARTICLE IX above, the maximum assignment for 2/3-time educators will be 20 teaching periods per week or a combination of teaching and duty assignments totaling 20 periods per week.

Section 3:

(a) Educators entering the Public Schools of Natick will be placed on the salary schedule according to approved previous teaching experience and degrees earned at accredited institutions. At the discretion of the Superintendent, credit on the Salary Schedule may be given for work-related experience. In the event that an educator candidate, who has been inactive in the teaching profession for two or more years, and seeking employment in Natick agrees to do so, that educator may be hired at a step rate lower than would be

indicated by that educator's actual number of years of teaching experience.

The placement of the educator on the salary scale reflecting the highest degree held will be at the discretion of the Superintendent of Schools. The educator's progress thereafter on the salary schedule will be from the placement mutually agreed to between the candidate and the Superintendent of Schools.

(b) Working beyond the accepted school year

Any educator who agrees to work or is administratively directed to work beyond the accepted school year shall be compensated on a pro rata (e.g. annual salary/183) basis of his/her current salary. This provision shall not apply to staff members who participate in Summer School, Adult Education, or Summer Workshop Programs. In addition, the parties agree that per-diem compensation will be paid to Unit A members who are administratively assigned to perform the regular functions of their job beyond the contractually defined school year.

Examples include:

- 1. Attendance at a Team Meeting as required by Administration
- 2. Preparation of Individualized Educational Plans when directed by Administration
- 3. Preparation or attendance at legal proceeding
 - (a) preparation for legal proceeding by attorney or Director of Student Services,
 - (b) attendance at work-related mediation, hearing or court proceeding when required by Administration

The regular workshop rate will be paid for the following:

- 1. Preparation of curriculum materials as workshop presenter
- 2. Scheduling of students (e.g. middle school, 2 day maximum)
- 3. Attendance as participant at curriculum meeting required by Administration
- 4. Development of curriculum materials as part of a curriculum workshop committee.
- (c) Guidance Counselors at the high school and middle school level shall work five (5) additional days (prorated for part-time) each school year.

Section 4: Tuition Reimbursement

Effective August 1, 2017, the tuition reimbursement fund will be \$30,000. Effective August 1, 2021, the tuition reimbursement fund will be \$36,000. Members of Units A and B are eligible to participate. Each member may submit an application for reimbursement for graduate level courses taken at an accredited institution. Courses must be pre-approved by the Assistant Superintendent or her/his designee and a minimum grade of B must be received. Reimbursement will be approved upon submission of a completed application with receipt of payment and official transcript attached, according to the provisions below.

A one-week application period will be established in April when all material must be submitted to the Director of Human Resources. Educators should submit a completed application along with receipt of payment and official transcript. The tuition reimbursement fund will be equally distributed among applicants, provided that no individual shall receive reimbursement for more than the cost of the course(s) approved and submitted

Payment of tuition reimbursement will be made by June 30, unless the course ends in June, in which case a purchase order will be completed and reimbursement will be in July. Receipt of payment must be received by HR during the April application period. Grades for spring courses may be submitted until June 30.

The reimbursement year will go from July 1 through June 30 (the fiscal year). Courses taken in July will not be reimbursed until the following July. An educator who resigns with an effective date prior to reimbursement date is not eligible for reimbursement.

Section 5: Additional (stipendiary) compensation

Compensation for the position of "Assistant to the Principal" in elementary schools shall be as shown below:

Assistant to the Principal: Note: Stipend below reflects annualized rate.

 School Year 19-20
 \$1,773

 School Year 20-21
 \$1,804

 School Year 21-22
 \$1,840

Section 6: Team Leaders, Curriculum Specialists, Elementary Instructional Leaders, Student Services Instructional Leaders and Elementary Building-Based PLC Leaders will be appointed by the Superintendent on an annual basis. The Committee will make readily available leadership job descriptions. Leadership descriptions will be reviewed by the administration, as needed. Date of last revision will be included.

Elementary Instructional Leaders (EIL's) will be appointed for each elementary grade level. An Elementary Learning Center Instructional Leader (ELCIL) position will be established to lead all elementary learning center educators. An Elementary Building-Based PLC Leader will be appointed for each elementary grade at each elementary school, for art teachers and for elementary music teachers.

Effective for School Year 2019-20, Elementary Instructional Leaders and Elementary Learning Center Instructional Leaders will be compensated at the rate of \$3,077. The rate for School Year 2020-21 will be \$3,131 and the rate for 2021-22 will be \$3,193. This stipend applies to Leaders of groups of 15 or more and will be shared if the role is shared.

A selection committee composed of 5 EAN members and 3 members of the Administration shall interview and recommend interested candidates annually. One or two Elementary Instructional Leaders will be appointed to each elementary grade level.

Student Services Instructional Leaders will be appointed annually in each of the following areas: Speech and Language Pathologists/Occupational Therapists/Physical Therapists, Elementary Learning Center, School Psychologists/Adjustment Counselors/Social Workers, K-8 Guidance and ELL. One or two people may fill each of these positions. If one person performs the role, they will receive a stipend of \$1,982 for School Year 2019-20, \$2,017 for School Year 2020-21 and \$2,057 for School Year 2021-22. If two people share the role then each person will receive a stipend of \$1,252 for SY 2019-20, \$1,274 for SY 2020-21 and \$1,299 for SY 2021-22.

Team Leaders will be appointed to each grade level team, ELL, Elementary Libraries, and to student services.

Curriculum Specialists will be appointed in each of the following areas: Foreign Language, Social Studies, Technology, Computer Science, Science and middle school English and Mathematics and will be paid according to the guidelines below:

Team Leaders, Curriculum Specialists and Middle School Student Services Instructional Leaders and Elementary Building-Based PLC Leaders: Note: Stipends below reflect annualized rates.

School Year 2019-2020	\$ 2,920 [more than 5 person team] \$ 1,982 [4-5 person team] \$ 1,252 [2-3 person team] \$ 1,252 [Student Services team]
School Year 2020-2021	\$ 2,971 [more than 5 person team] \$ 2,017 [4-5 person team] \$ 1,274 [2-3 person team] \$ 1,274 [Student Services team]
School Year 2021-2022	\$ 3,031 [more than 5 person team] \$ 2,057 [4-5 person team] \$ 1,299 [2-3 person team] \$ 1,299 [Student Services team]

Effective for School Year 2019-2020, the Evaluation Team Leaders will receive a stipend of \$8,865. Effective for School Year 2020-2021, the Evaluation Team Leaders will receive a stipend of \$9,020. Effective for School Year 2021-2022, the Evaluation Team Leaders will receive a stipend of \$9,201. (This stipend is consistent with the Unit B Department Head stipend.)

School Year 2019-2020		
In House Coverage (Elementary & Middle Schools)	\$34.42	
In House Coverage (High School)	\$45.89	
Assistant To Principal	\$1,773	
Team Leader & Curriculum Specialists, Elementary building based PLC Leader (more than 5 person team)	\$2,920	
Team Leader & Curriculum Specialists, Elementary building based PLC Leader (4-5 person team)	\$1,982	
Team Leader & Curriculum Specialists, Elementary building based PLC Leader (2-3 person team)	\$1,252	
Student Services Team Leader	\$1,252	
Evaluation Team Leader	\$8,865	
Mentoring Stipend	\$1,252	
Building Based Mentor Leaders	\$939	
Mentoring Training (Per Day)	\$63	
Student Services Instructional Leader - 1 person per grade level	\$1,982	
Student Services Instructional Leader - 2 people sharing a grade level (Each)	\$1,252	
Elementary Instructional Leaders (groups of 15 or more)	\$3,077	
Elementary Learning Center Instructional Leaders (groups of 15 or more)	\$3,077	

School Year 2019-2020				
In House Coverage (Elementary & Middle Schools)	\$35.02			
In House Coverage (High School)	\$46.69			
Assistant To Principal	\$1,804			
Team Leader & Curriculum Specialists, Elementary building based PLC Leader (more than 5 person team)	\$2,971			
Team Leader & Curriculum Specialists, Elementary building based PLC Leader (4-5 person team)	\$2,017			
Team Leader & Curriculum Specialists, Elementary building based PLC Leader (2-3 person team)	\$1,274			
Student Services Team Leader	\$1,274			
Evaluation Team Leader	\$9,020			
Mentoring Stipend	\$1,274			
Building Based Mentor Leaders	\$955			

Mentoring Training (Per Day)	
Student Services Instructional Leader - 1 person per grade level	\$2,017
Student Services Instructional Leader - 2 people sharing a grade level (Each)	\$1,274
Elementary Instructional Leaders (groups of 15 or more)	\$3,131
Elementary Learning Center Instructional Leaders (groups of 15 or more)	\$3,131

School Year 2019-2020					
In House Coverage (Elementary & Middle Schools)					
In House Coverage (High School)	\$47.63				
Assistant To Principal	\$1,840				
Team Leader & Curriculum Specialists, Elementary building based PLC Leader (more than 5 person team)	\$3,031				
Team Leader & Curriculum Specialists, Elementary building based PLC Leader (4-5 person team)	\$2,057				
Team Leader & Curriculum Specialists, Elementary building based PLC Leader (2-3 person team)	\$1,299				
Student Services Team Leader	\$1,299				
Evaluation Team Leader	\$9,201				
Mentoring Stipend	\$1,299				
Building Based Mentor Leaders	\$975				
Mentoring Training (Per Day)	\$65				
Student Services Instructional Leader - 1 person per grade level	\$2,057				
Student Services Instructional Leader - 2 people sharing a grade level (Each)	\$1,299				
Elementary Instructional Leaders (groups of 15 or more)	\$3,193				
Elementary Learning Center Instructional Leaders (groups of 15 or more)	\$3,193				

Section 7: Coaching Salaries

(a) Coaching Salaries will be paid according to the following schedule:

Coaching Salaries 2019 - 2022					
Category	Level	Step	School Year 2019 - 2020	School Year 2020 - 2021	School Year 2021 - 2022
Athletic Coordinator - Middle School	Head	1	\$2,217	\$2,256	\$2,301
		2	\$2,378	\$2,420	\$2,468
		3	\$2,691	\$2,738	\$2,793
Baseball	Head	1	\$6,140	\$6,247	\$6,372
		2	\$6,535	\$6,649	\$6,782
		3	\$6,931	\$7,052	\$7,193
	Sub Varsity	1	\$4,159	\$4,232	\$4,317
	Sub varions	2	\$4,356	\$4,432	\$4,521
		3	\$4,750	\$4,833	\$4,930
	Asst Varsity	1	\$2,771	\$2,819	\$2,875
	1 tobt variety	2	\$2,971	\$3,023	\$3,083
		3	\$3,364	\$3,423	\$3,491
	Freshman Head	1	\$2,771	\$2,819	\$2,875
	Trosmian from	2	\$2,971	\$3,023	\$3,083
		3	\$3,364	\$3,423	\$3,491
Basketball (Boys & Girls)	Head	1	\$6,140	\$6,247	\$6,372
		2	\$6,535	\$6,649	\$6,782
		3	\$6,931	\$7,052	\$7,193
	Sub Varsity	1	\$4,159	\$4,232	\$4,317
5)		2	\$4,356	\$4,432	\$4,521
		3	\$4,750	\$4,833	\$4,930
	Freshman Head	1	\$2,771	\$2,819	\$2,875
		2	\$2,971	\$3,023	\$3,083
		3	\$3,364	\$3,423	\$3,491
Unified Basketball (Boys & Girls)	Head	1	\$4,093	\$4,165	\$4,248
Office Busicetouri (Boys & Offis)	Ticad	2	\$4,357	\$4,433	\$4,522
		3	\$4,621	\$4,702	\$4,796
	Assistant coach	1	\$2,773	\$2,822	\$2,878
	Assistant coach	2	\$2,773	\$2,955	\$3,014
		3	\$3,167	\$3,222	\$3,014
Destroy (Devis & Circle) Mills C. 1. 1.		1	\$2.217	\$2.25 (¢2.201
Basketball (Boys & Girls) - Middle School		1	\$2,217	\$2,256	\$2,301
		2	\$2,378	\$2,420	\$2,468

·		3	\$2,691	\$2,738	\$2,793
Cheerleader (Fall & Winter)	Head	1	\$4,556	\$4,636	\$2,875
(payment per season)		2	\$4,750	\$4,833	\$3,083
		3	\$5,146	\$5,236	\$3,491
Dance (Fall & Winter)	Head	1	\$4,556	\$4,636	\$4,729
(payment per season)		2	\$4,750	\$4,833	\$4,930
		3	\$5,146	\$5,236	\$5,341
Cheerleader JV (Fall & Winter)	Head	1	\$2,771	\$2,819	\$2,875
		2	\$2,971	\$3,023	\$3,083
		3	\$3,364	\$3,423	\$3,491
Faculty Manager (paid in 3 payments)	High School	1	\$4,080	\$4,151	\$4,234
		2	\$4,284	\$4,359	\$4,446
		3	\$4,692	\$4,774	\$4,869
Field Hockey	Head	1	\$6,140	\$6,247	\$6,372
· · · · · · · · · · · · · · · · · · ·		2	\$6,535	\$6,649	\$6,782
		3	\$6,931	\$7,052	\$7,193
	Sub Varsity	1	\$4,159	\$4,232	\$4,317
		2	\$4,356	\$4,432	\$4,521
		3	\$4,750	\$4,833	\$4,930
	Freshman	1	\$2,771	\$2,819	\$2,875
		2	\$2,971	\$3,023	\$3,083
		3	\$3,364	\$3,423	\$3,491
Field Hockey (Girls) - Middle School	Head	1	\$2,217	\$2,256	\$2,301
		2	\$2,378	\$2,420	\$2,468
8		3	\$2,691	\$2,738	\$2,793
Football	Head	1	\$10,402	\$10,584	\$10,796
		2	\$11,629	\$11,833	\$12,070
		3	\$12,237	\$12,451	\$12,700
	First Assistant	1	\$6,530	\$6,644	\$6,777
		2	\$6,932	\$7,053	\$7,194
	,11	3	\$7,160	\$7,285	\$7,431
	Assistant Varsity [3]	1	\$5,916	\$6,020	\$6,140
		2	\$6,324	\$6,435	\$6,564
		3	\$6,932	\$7,053	\$7,194
	Head Freshman	1	\$3,467	\$3,528	\$3,599
		2	\$3,673	\$3,737	\$3,812

		3	\$4,708	\$4,790	\$4,886
* X	Assistant Freshman	- 1	\$2,449	\$2,492	\$2,542
		2	\$2,655	\$2,701	\$2,755
		3	\$2,857	\$2,907	\$2,965
Golf	Head	1	\$4,159	\$4,232	\$4,317
		2	\$4,356	\$4,432	\$4,521
		3	\$4,750	\$4,833	\$4,930
Gymnastics	Head	1	\$4,159	\$4,232	\$4,317
Gymnustics	Tioad	2	\$4,356	\$4,432	\$4,521
		3	\$4,750	\$4,833	\$4,930
	Assistant	1	\$2,771	\$2,819	\$2,875
	Assistant	2	\$2,771	\$3,023	\$3,083
		3	\$3,364		
		3	\$3,304	\$3,423	\$3,491
Ice Hockey (Boys & Girls)	Head	1	\$6,140	\$6,247	\$6,372
, , ,		2	\$6,535	\$6,649	\$6,782
		3	\$6,931	\$7,052	\$7,193
	Sub Varsity	1	\$4,159	\$4,232	\$4,317
		2	\$4,356	\$4,432	\$4,521
	5	3	\$4,750	\$4,833	\$4,930
	Freshman	1	\$2,771	\$2,819	\$2,875
		2	\$2,971	\$3,023	\$3,083
		3	\$3,364	\$3,423	\$3,491
(D 0 C' 1)	TT 1		06110	06.045	Φ. 2.72
Lacrosse (Boys & Girls)	Head	1	\$6,140	\$6,247	\$6,372
		2	\$6,535	\$6,649	\$6,782
	0.177	3	\$6,931	\$7,052	\$7,193
	Sub Varsity	1	\$4,159	\$4,232	\$4,317
		2	\$4,356	\$4,432	\$4,521
		3	\$4,750	\$4,833	\$4,930
	Freshman	1	\$2,771	\$2,819	\$2,875
		2	\$2,971	\$3,023	\$3,083
		3	\$3,364	\$3,423	\$3,491
Sailing	Head	1	\$4,556	\$4,636	\$4,729
		2	\$4,750	\$4,833	\$4,930
		3	\$5,146	\$5,236	\$5,341
Nordio Ski	Head	1	\$1.55G	\$4,636	\$4.720
Nordic Ski	inead		\$4,556	D4,030	\$4,729
Totale Sitt		2	\$4,750	\$4,833	\$4,930

Alpine Ski	Head	1	\$4,556	\$4,636	\$4,729
		2	\$4,750	\$4,833	\$4,930
		3	\$5,146	\$5,236	\$5,341
Alpine Ski	Sub Varsity	1	\$2,771	\$2,819	\$2,875
		2	\$2,971	\$3,023	\$3,083
		3	\$3,364	\$3,423	\$3,491
Ultimate Frisbee	Head	1	\$4,556	\$4,636	\$4,729
		2	\$4,750	\$4,833	\$4,930
		3	\$5,146	\$5,236	\$5,341
Soccer (Boys & Girls)	Head	1	\$6,140	\$6,247	\$6,372
		2	\$6,535	\$6,649	\$6,782
		3	\$6,931	\$7,052	\$7,193
	Sub Varsity	1	\$4,159	\$4,232	\$4,317
		2	\$4,356	\$4,432	\$4,521
		3	\$4,750	\$4,833	\$4,930
	Freshman		\$2,771	\$2,819	\$2,875
	T	2	\$2,971	\$3,023	\$3,083
		3	\$3,364	\$3,423	\$3,491
Softball	Head		\$6,140	\$6,247	\$6,372
Sortball	Tieau	2	\$6,535	\$6,649	\$6,782
		3	\$6,931	\$7,052	\$7,193
	Sub Varsity	$\frac{3}{1}$	\$4,159	\$4,232	
	Sub varsity	2	\$4,356	\$4,432	\$4,317
		3	\$4,330	\$4,833	\$4,521 \$4,930
	Asst Varsity	1	\$2,771	\$2,819	\$2,875
	Asst varsity	2			
		3	\$2,971 \$3,364	\$3,023 \$3,423	\$3,083 \$3,491
	Freshman	1	\$3,304	\$2,819	\$3,491
	1 Tesimian	2	\$2,771	\$3,023	\$3,083
		3	\$3,364	\$3,423	\$3,491
		3	φυ,υυ4	φ3,443	φ3, 4 91
Swimming (Boys & Girls)	Head	1	\$4,497	\$4,576	\$4,668
		2	\$4,693	\$4,775	\$4,871
		3	\$5,090	\$5,179	\$5,283
	Assistant	1	\$2,771	\$2,819	\$2,875
		2	\$2,971	\$3,023	\$3,083
2		3	\$3,364	\$3,423	\$3,491
•	Diving Coach	1	\$2,771	\$2,819	\$2,875
>		2	\$2,971	\$3,023	\$3,083
		3	\$3,364	\$3,423	\$3,491

	7				
Tennis (Boys & Girls)	Head	1	\$4,159	\$4,232	\$4,317
		2	\$4,356	\$4,432	\$4,521
		3	\$4,750	\$4,833	\$4,930
	Assistant	1	\$2,771	\$2,819	\$2,875
		2	\$2,971	\$3,023	\$3,083
		3	\$3,364	\$3,423	\$3,491
Track: Cross Country - (Boys & Girls)	Head	1 :	\$6,237	\$6,346	\$6,473
1 2		2	\$6,533	\$6,647	\$6,780
		3	\$7,129	\$7,254	\$7,399
	Assistant	1	\$4,155	\$4,228	\$4,313
		2	\$4,457	\$4,535	\$4,626
9		3	\$5,046	\$5,134	\$5,237
Track: Cross Country - Middle School	Head	1	\$3,325	\$3,383	\$3,451
(1 coach covers both Boys & Girls)		2	\$3,566	\$3,628	\$3,701
· · · · · · · · · · · · · · · · · · ·		3	\$4,037	\$4,108	\$4,190
Track: Indoor (Boys & Girls)	Head	1	\$5,120	\$5,210	\$5,314
		2	\$5,315	\$5,408	\$5,516
		3	\$5,709	\$5,809	\$5,925
- 8	Sub-Varsity	1	\$2,971	\$3,023	\$3,083
		2	\$3,364	\$3,423	\$3,491
		3	\$3,567	\$3,629	\$3,702
	Assistant	1	\$2,771	\$2,819	\$2,875
ž		2	\$2,971	\$3,023	\$3,083
		3	\$3,364	\$3,423	\$3,491
Frack: Outdoor (Boys & Girls)	Head	1	\$5,120	\$5,210	\$5,314
* * *		2	\$5,315	\$5,408	\$5,516
		3	\$5,709	\$5,809	\$5,925
	Sub Varsity	1	\$2,971	\$3,023	\$3,083
		2	\$3,364	\$3,423	\$3,491
		3	\$3,567	\$3,629	\$3,702
	Assistant	1	\$2,771	\$2,819	\$2,875
		2	\$2,971	\$3,023	\$3,083
	w(3	\$3,364	\$3,423	\$3,491
Frack: Outdoor (Boys & Girls) - Middle	11 1	1	00.017	02.256	φο σος
School	Head	1	\$2,217	\$2,256	\$2,301
		2	\$2,378	\$2,420	\$2,468
		3	\$2,691	\$2,738	\$2,793

Unified Track	Head	1	\$3,413	\$3,473	\$3,542
		2	\$3,543	\$3,605	\$3,677
		3	\$3,806	\$3,873	\$3,950
	Sub Varsity	1	\$1,981	\$2,016	\$2,056
		2	\$2,243	\$2,282	\$2,328
		3	\$2,378	\$2,420	\$2,468
B. (.11. 2	l				
Trainer (paid in 3 payments)	Head	1	\$11,881	\$12,089	\$12,331
		2	\$12,677	\$12,899	\$13,157
		3	\$13,861	\$14,104	\$14,386
	Assistant	1	\$9,106	\$9,265	\$9,450
		2	\$9,503	\$9,669	\$9,862
		3	\$10,189	\$10,367	\$10,574
Volleyball (Boys & Girls)	Head	1	\$6,140	\$6,247	\$6,372
		2	\$6,535	\$6,649	\$6,782
		3	\$6,931	\$7,052	\$7,193
	Sub Varsity	1	\$4,159	\$4,232	\$4,317
		2	\$4,356	\$4,432	\$4,521
		3	\$4,750	\$4,833	\$4,930
	Freshman	1	\$2,771	\$2,819	\$2,875
		2	\$2,971	\$3,023	\$3,083
		3	\$3,364	\$3,423	\$3,491
Volleyball (Boys & Girls) - Middle School	Head	1	¢2 217	\$2.25 <i>6</i>	\$2.201
volleyball (Boys & Ollis) - Middle School	Пеац	1	\$2,217	\$2,256	\$2,301
		2	\$2,378	\$2,420	\$2,468
	14	3	\$2,691	\$2,738	\$2,793
Vrestling	Head	1	\$6,140	\$6,247	\$6,372
		2	\$6,535	\$6,649	\$6,782
		3	\$6,931	\$7,052	\$7,193
	Sub Varsity	1	\$4,159	\$4,232	\$4,317
		2	\$4,356	\$4,432	\$4,521
		3	\$4,750	\$4,833	\$4,930
	Freshman	1	\$2,771	\$2,819	\$2,875
		2	\$2,971	\$3,023	\$3,083
		3	\$3,364	\$3,423	\$3,491
Vrestling - Middle School	Head	1	\$2,217	\$2,256	\$2,301
Troums Image Delicol	11044	2	\$2,378	\$2,420	\$2,361
		3	\$2,578	\$2,738	\$2,793

(b) Regulations on Coaching Salaries

- 1. Present coaches will move to the next step on the schedule as determined by the salary they are now receiving.
- 2. The step on which a new head coach will be placed will be based on the recommendation of the Athletic Director to the Superintendent of Schools through the High School Principal.
- 3. Increments in coaching are not to be considered automatic and will be given only with the recommendation of the Athletic Director. The Head Coach of the respective sport will make increment recommendations on their assistants to the Athletic Director within 10 days after the conclusion of their particular sport.
- 4. All coaching salaries will be paid when the coaching assignment has been completed.
- 5. Per diem compensation for coaches involved in tournament play on the following basis: The per diem rate will be determined by dividing the then current coaching salary by the number of days in the regular coaching season.

Section 8: Intramural Program

The intramural program will be conducted for the students at the secondary level. Hourly rates of pay for persons working in these programs will be as displayed below.

Step	FY 2020	FY 2021	FY 2022
1	\$13.60	\$13.84	\$14.11
2	\$14.66	\$14.92	\$15.21
3	\$15.70	\$15.97	\$16.29
4	\$16.73	\$17.02	\$17.36
5	\$17.75	\$18.06	\$18.42
6	\$18.81	\$19.14	\$19.52

Section 9: Specialty Advisors

(a) Specialty Advisors will be compensated as follows:

Specialty Advisors 2019-2022					
	Position	Ratio	School Year 2019 - 2020	School Year 2020 - 2021	School Year 2021 - 2022
Per terms of the c	ontract: Ratio 1.0 = 3%		\$46,657	\$47,474	\$48,423
			\$1,400	\$1,425	\$1,453
Government	Freshman Class Advisor I	1.00	\$1,400	\$1,425	\$1,453
(All Group I)	Freshman Class Advisor II	1.00	\$1,400	\$1,425	\$1,453
,	Sophomore Class Advisor I	1.25	\$1,750	\$1,781	\$1,816
	Sophomore Class Advisor II	1.25	\$1,750	\$1,781	\$1,816
	Junior Class Advisor I	1.75	\$2,450	\$2,493	\$2,543
	Junior Class Advisor II	1.75	\$2,450	\$2,493	\$2,543
	Senior Class Advisor I	2.50	\$3,500	\$3,561	\$3,632
	Senior Class Advisor II	2.50	\$3,500	\$3,561	\$3,632
	National Honor Society Advisor I	2.00	\$2,800	\$2,849	\$2,906
×	National Honor Society Advisor II	2.00	\$2,800	\$2,849	\$2,906
	High School Student Council Advisor	3.00	\$4,200	\$4,274	\$4,359
14	Middle School Student Council Advisor	1.50	\$2,100	\$2,137	\$2,179
Publications	High School Literary Magazine Advisor	1.00	\$1,400	\$1,425	\$1,453
(All Group I)	Middle School Yearbook Advisor	1.00	\$1,400	\$1,425	\$1,453
Drama / Music	Middle School Drama Director (Fall)	2.50	\$3,500	\$3,561	\$3,632
(All Group I)	Middle School Drama Director (Spring)	2.00	\$2,800	\$2,849	\$2,906
(All Gloup I)	Middle School Musical Drama Director (only if music is performed)	2.50	\$3,500	\$3,561	\$3,632
	Middle School Show Producer (Fall)	1.00	\$1,400	\$1,425	\$1,453
	Middle School Drama Producer (Spring)	1.00	\$1,400	\$1,425	\$1,453
	Middle School Technical Theater (Fall)	1.00	\$1,400	\$1,425	\$1,453
	Middle School Drama Technical Director (Spring)	1.00	\$1,400	\$1,425	\$1,453
	Middle School Jazz/Specialty Band	1.50	\$2,100	\$2,137	\$2,179
	Middle School Pops Chorus/Specialty Chorus	1.50	\$2,100	\$2,137	\$2,179
	High School Drama Production	3.75	\$5,250	\$5,342	\$5,449

	Director I				
	High School Drama Production				
	Director II (only when senior play is	1.50	\$2,100	\$2,137	\$2,179
	musical)				, ,
	High School Musical Director	4.50	\$6,300	\$6,410	\$6,538
	High School Musical Choral &	4.25	\$5,950	\$6,054	\$6,175
	Orchestra Director			Φ0,034	\$0,175
	High School Jazz Ensemble Director	2.75	\$3,850	\$3,917	\$3,996
	High School Parade/Pep Band Director	1.00	\$1,400	\$1,425	\$1,453
	High School Costume	1.00	\$1,400	\$1,425	\$1,453
	High School Lighting Director	1.00	\$1,400	\$1,425	\$1,453
	High School Set Construction	1.00	\$1,400	\$1,425	\$1,453
	High School Show Producer	1.00	\$1,400	\$1,425	\$1,453
	High School Choreographer	1.50	\$2,100	\$2,137	\$2,179
	High School House Manager	Per Night	\$82	\$83	\$85
Clubs	Middle School Math Team*	2.50	\$3,500	\$3,561	\$3,632
(All Group I	Middle School Future Engineers & Robotics Advisor*	1.25	\$1,750	\$1,781	\$1,816
except * which are	High School Art Club Advisor	-1.00	\$1,400	\$1,425	\$1,453
Group II)	High School Academic Decathlon Coach	2.00	\$2,800	\$2,849	\$2,906
0	High School Competitive Speech Advisor	5.00	\$7,000	\$7,123	\$7,265
	High School Competitive Speech Assistant	1.75	\$2,450	\$2,493	\$2,543
	High School Speech Manager	0.50	\$700	\$712	\$726
	High School French Club	1.00	\$1,400	\$1,425	\$1,453
	High School German Club	1.00	\$1,400	\$1,425	\$1,453
	High School Spanish Club	1.00	\$1,400	\$1,425	\$1,453
-	High School DECA	2.00	\$2,800	\$2,849	\$2,906
	High School GSA	2.50	\$3,500	\$3,561	\$3,632
-	High School Mock Trial Advisor	2.00	\$2,800	\$2,849	\$2,906
	High School Robotics Advisor	2.00	\$2,800	\$2,849	\$2,906
	High School Key Club	1.75	\$2,450	\$2,493	\$2,543
	High School Peer Advocates	1.75	\$2,450	\$2,493	\$2,543
	High School Anime*	1.00	\$1,400	\$1,425	\$1,453
	High School Earth Club*	1.75	\$2,450	\$2,493	\$2,543
T	High School Chinese Culture Club*	1.00	\$1,400	\$1,425	\$1,453
	High School Mascot Advisor*	1.00	\$1,400	\$1,425	\$1,453
	High School Math Club*	1.50	\$2,100	\$2,137	\$2,179
	High School A Cappella Club	1.00	\$1,400	\$1,425	\$1,453

gh School WGBH Quiz Show gh School E-Sports Club gh School Connections gh School Mentorship Advisors gh School ACES gh School Politics Club iddle School Weather Service ** scretionary scretionary	1.00 1.00 1.00 4.00 1.00 1.00 2.5	\$1,400 \$1,400 \$1,400 \$5,600 \$1,400 \$1,400	\$1,425 \$1,425 \$1,425 \$5,698 \$1,425 \$1,425	\$1,453 \$1,453 \$1,453 \$5,812 \$1,453
gh School Connections gh School Mentorship Advisors gh School ACES gh School Politics Club iddle School Weather Service ** scretionary scretionary	4.00 1.00 1.00 2.5	\$1,400 \$5,600 \$1,400 \$1,400	\$1,425 \$5,698 \$1,425	\$1,453 \$5,812
gh School ACES gh School Politics Club iddle School Weather Service ** scretionary scretionary	1.00 1.00 2.5	\$1,400 \$1,400	\$5,698 \$1,425	\$5,812
gh School Politics Club iddle School Weather Service ** scretionary scretionary	2.5	\$1,400	\$1,425	
gh School Politics Club iddle School Weather Service ** scretionary scretionary	2.5	\$1,400		
scretionary scretionary				\$1,453
scretionary scretionary		\$3,500	\$3,561	\$3,632
scretionary	1.00	\$1,400	\$1,425	\$1,453
	1.00	\$1,400	\$1,425	\$1,453
scretionary	0.50	\$700	\$712	\$726
iddle School Community Service	1.75	\$2,450	\$2,493	\$2,543
iddle School Students as Readers*	1.00	\$1,400	\$1,425	\$1,453
ddle School Multimedia Publishing*	1.00	\$1,400	\$1,425	\$1,453
ddle School Peer Leadership (2 at ch school)	1.50	\$2,100	\$2,137	\$2,179
ddle School Unspecified Specialty lvisors (5 each)***	1.00	\$1,400	\$1,425	\$1,453
gh School SADD Advisor	2.50	\$3,500	\$3,561	\$3,632
gh School Model UN*	1.50	\$2,100	\$2,137	\$2,179
gh School Debate Team	1.00	\$1,400	\$1,425	\$1,453
gh School Business Leaders of nerica*	1.75	\$2,450	\$2,493	\$2,543
gh School Discretionary Specialty lvisors **(6.5)				
obal Competency**	2.00	\$2,800	\$2,849	\$2,906
erfem Club**	1.00	\$1,400	\$1,425	\$1,453
ges and Seekers**	1.00	\$1,400	\$1,425	\$1,453
ience Bowl**	1.00	\$1,400	\$1,425	\$1,453
dhawk Elite Performance Team**	1.00	\$1,400	\$1,425	\$1,453
tickTHON**	0.50	\$700	\$712	\$726
imated 35 hours	0.41			
to events that are in excess of the norm	nal .	\$14.26	\$14.51	\$14.80
omnensated at the following hourly ra-	te:			
n gly o e b ie d t	th School Discretionary Specialty visors **(6.5) bal Competency** erfem Club** tes and Seekers** ence Bowl** thawk Elite Performance Team** ickTHON** tetor or Choral Director must accompany of events that are in excess of the norm ompensated at the following hourly ra	th School Discretionary Specialty visors **(6.5) bal Competency** crfem Club** tes and Seekers** the Bowl** I have Elite Performance Team** ickTHON** 1.75 2.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00	therica* the School Discretionary Specialty visors **(6.5) the Competency** the School Discretionary Specialty visors **(6.5) the School Discretionary Spec	1.75 \$2,450 \$2,493 \$2,493 \$2,493 \$2,493 \$2,493 \$2,493 \$2,493 \$2,493 \$2,800 \$2,800 \$2,849 \$2,849 \$2,600 \$1,400 \$1,425 \$2,849 \$2,

FY21 (1.75% Increase on all stipends)

FY22 (2% Increase on all stipends)

Group I positions are core activities expected to continue from year to year. Group II positions are subject to building needs and may change.

***2 middle school discretionary advisors will be added for each middle school in FY21 and 2 middle school discretionary

(b) Specialty Advisor Review Committee

1. Composition of the Committee

- a. The Director of Human Resources and the principal (or their designee) from each middle school and the high school.
- b. Four members of the Education Association of Natick consisting of at least one member from each middle school and the high school and one member of Unit B.

2. Responsibilities of the Committee

- a. Review ratio assignments and make recommendations for changes to be negotiated between the parties for Group I activities based on each activity's end of year report.
- b. Establish ratio assignments for Group II activities for the following school year, based on each activity's end of year report.

By May 27th, each Specialty Advisor is expected to submit an end-of-the-year report to the principal, which should carefully relate how well the program goals were met for the year. If the activity has not been completed by May 27th, then an interim report with the current information will be provided. Additionally, advisors should include in these reports any recommendations for change in the activity for the next school year (this may include a request for a change in the advisor's stipend).

3. Frequency of Meetings

- a. September Initial review of principals' recommendations for appointments of Specialty Advisors.
- b. December Review of positions recommendations for elimination of existing positions or establishment of new positions prior to final budget determinations.
- c. May Review of year general discussion of Specialty Advisor program.

(c) Principals' Options

Principals will have the following options, to be exercised at their discretion.

- a. To divide a single Specialty Advisor's position and assign its area of responsibility of two (2) persons at 1/2 pay each.
- b. To combine two (2) similar Specialty Advisor's positions and assign them to a single person at double pay.

Funds budgeted for specialty advisor positions that go unfilled may be used to fund one or more new positions, upon recommendation of the specialty review committee and approval of the principal and School Committee.

- (d) Extra Curricular activities will, to the extent possible, be voluntary. If there is no volunteer for a position, the principal of the school involved may appoint an educator to the position. The Association and the Superintendent will be notified in writing of any such appointments.
 - 1. The principal shall appoint advisors on a yearly basis.
 - 2. All Specialty Advisors' salaries will be paid when the activity is completed.

Section 10: Payments and Deductions

- (a) Appropriate payroll deductions will be made for federal and state taxes and for any other payroll deductions required by law.
- (b) The Committee agrees to make salary deductions for premiums for tax-free annuities in such sums as designated in writing by individual participants.
- (c) The Association shall not hold the Committee responsible, in any way, for any failure of compliance or adherence to the above pay calendar that occurs through no fault of the Committee.
- (d) Effective 8/27/12, direct deposit will be mandatory for all Unit A and B members.

ARTICLE X - Class Size

Section 1: The Committee and the Association recognize the desirability of achieving optimum teaching-learning conditions by securing workable class sizes. To this end, the parties accept the following class maxima:

Elementary/Middle/Senior High Schools	25 Students per educator
Academic Subjects (Including science labs and foreign languag	e) 25 Students
Industrial Arts & Wellness/Unified arts	15 Students
Physical Education	35 Students
Study Hall	40 Students
Performing Arts	50 Students
High School Caseload	125 Students
Middle School Caseload	100 Students

Consistent with the 1998 legislative report, Options for Developing School Health Services in Massachusetts, the recommended school nurse to student ratio is 1.0 full time equivalent (FTE) certified nurse in each building with 250 to 500 students.

The American School Counselor Association recommends a 250-1 ratio of students to school counselors.

From the National Association of School Psychologists: When school psychologists are providing comprehensive and preventive services (i.e., evaluations, consultation, individual/group counseling, crisis response, behavioral interventions, etc), the ratio should not exceed 500 to 700 students for 1 school psychologist in order to ensure quality of student outcomes.

A 1.0 FTE high school classroom teacher whose caseload of students is greater than five times the number of students per class maxima recommended above can request release time from a duty period once every three cycles. This applies to Academic Subjects (including science labs and foreign language) (125 students), Physical Education (175 students), and Performing Arts (250 students). This request will be made to the principal or principal's designee. Administration will make every effort to accommodate these requests.

Section 2: Where present physical facilities will permit, additional staff should be employed to reduce the existing class size. However, failure to reach these class sizes shall not be subject to the grievance and arbitration provisions of this Agreement.

ARTICLE XI - Educator Assignment

Section 1

- (a) Educators will be notified of their tentative programs for the coming year, including the schools to which they will be assigned, and the grades and/or subjects that they will have as soon as possible and under normal circumstances, not later than two weeks prior to the scheduled last day of the school year. Upon request of the educator, the tentative programs will be discussed in conference with his/her supervisor at which time reasons for the assignment will be given. Whenever possible, secondary school educators will not be required to teach in more than two subject fields.
- (b) If any change is made in the subject, grade or school to which an educator has been assigned and of which assignment he/she has been previously notified, it shall be the responsibility of the principal and/or vice principal and/or department head or nurse supervisor to notify the educator of such change and the reasons why in writing within five (5) calendar days after such change has been made. In cases where mail is used, posting shall constitute notice. Upon request of the educator, the subsequent changes will be discussed in conference with his/her supervisor at which time reasons for the change will be given.
- Section 2: In order to assure that pupils are taught by educators within their area of competence, educators will not be assigned, except temporarily and for good cause, outside the scope of their teaching licenses and/or their major or minor fields of study.
- Section 3: Changes in grade assignments in the elementary schools, subject assignments in the secondary schools and building assignments for nurses will be to the extent possible voluntary. Primary consideration should be given to qualified educators in the system when vacancies occur.
- Section 4: Educator assignments will be made without regard to race, creed, color, sex, gender identity, religion, nationality, sexual orientation, disability, pregnancy and pregnancy-related conditions, physical and intellectual differences, immigration status or homeless status.
- Section 5: If an involuntary transfer from one building to another is necessary, the least senior

qualified, licensed educator within the discipline shall be transferred whenever possible. Such an involuntary transfer from one building to another will be made only after a collaborative meeting with the sending and receiving principals, affected or interested educators, EAN representative, nurse supervisor, if applicable, Director of Human Resources and Superintendent or his/her designee. Discussions will include what is considered the best situation for students, educators and principals. Any educator designated for an involuntary transfer will be notified in writing of the reasons for the transfer. This provision shall not be construed to prevent or prohibit the School Committee from taking required actions under the ESEA. If any of the anticipated ESEA actions result in a duty to bargain, bargaining shall commence and shall be initiated by the parties in a time frame sufficient to allow completion of bargaining prior to implementation under the deadlines specified in the Act.

Section 6: Voluntary Transfers and Vacancies

(a) During the school year, all anticipated Unit A openings will be posted for a period of ten working days by way of a written notice sent to each building, posted upon receipt in a conspicuous location.

Every effort will be made to publicize vacancies using the following additional methods:

- A written notice sent to the EAN building representative in each building
- A written notice sent to the EAN president (or co-presidents)
- A posting on the Natick Public Schools' website <u>www.natickps.org.</u> and in an email to all faculty and staff.

Every effort will be made to publicize vacancies that occur during the summer using the following methods:

- A posting on the Natick Public Schools' website.
- If the webpage is down, posting time will be extended.
- (b) If a vacancy/open position can be reasonably forecast for one year or longer, the position will be posted and paid as a regular position (not any kind of substitute position) on the regular salary schedule.
- (c) If openings occur during the school year, they will be filled on a temporary basis for the remainder of the school year and if those positions exist for the subsequent school year, they will be included on the list of vacancies. If openings occur during the school year, they will be filled on a temporary basis for the remainder of the school year. If such a position remains in effect for the subsequent school year, it will be posted.
- (d) All qualified educators will be given adequate opportunity to make application for open positions. The Committee agrees to give consideration to the professional background and attainment of the applicant, the length of time in the school system, and other relevant factors.
- (e) In the event that a Unit A or B vacancy occurs during the school year, the posting period

may be reduced to five (5) school days on an emergency basis. Should the Superintendent determine that a quick appointment is in the students' best interest, he/she or his/her designee will contact the president of the EAN and explain the reason for the emergency posting. The EAN president will not unreasonably deny such a request.

Section 7: Before an educator is assigned or transferred to or from a particular school, either on a voluntary or involuntary basis, the principals of the schools in question will consult with the Director of Human Resources regarding said assignment or transfer.

Section 8: Notice of Resignation

Educators will provide the Superintendent of Schools with a minimum of 30 calendar days notice of resignation. Such notice shall be in writing, with a copy provided to the educator's immediate supervisor and the Director of Human Resources.

ARTICLE XII - Working Conditions

Section 1: Work Year

The Committee and the Association recognize and agree that an educator's responsibility to his/her students and his/her profession generally entails the performance of duties and expenditure of time beyond the regular workday, but that time and work schedule should be established applicable to educators in the normal course of their employment. To this end the following conditions of employment shall be effective except in circumstances beyond the control of the School Department. For information about elementary teacher working conditions, see Section 16.

(a) Educator Work Year

The School Committee will initially schedule a school year of 188 educator days and 185 pupil days. However, on or before April 15, the School Committee will re-adjust the school calendar so that the maximum number of educator work days shall be no more than three (3) more than the minimum number of pupil days required by law. Days that must be made up as a result of lost time will be done so at the end of the school year.

Extended School Year (ESY) and summer enrichment programming will be staffed by NPS Nurse(s). Nurses will sign up on a voluntary basis and will be compensated using the same formula as NPS educators hired for summer school. Credit will be given for all previous summers worked, either mandatory or voluntary time.

If no nurses, or not enough nurses, voluntarily sign up for summer school, the following policy for determining summer school coverage will be used. Nurses will be assigned in inverse order of seniority and will be required to work:

- No more than five (5) days if 0.5 FTE or above;
- No more than three (3) days if below 0.5 FTE.

In the event of a public health emergency, as declared by the school system or a governmental agency, no more than five (5) additional days may be required of a school nurse upon the authorization of the Superintendent, and for each such day the employee

- will be compensated at the rate of 1/183 of their annual salary. These five (5) days are not to be used for summer school.
- (b) The Committee will present the proposed School Calendar for the succeeding school year to the Association by March 1. The Association will present its reactions to the proposed calendar to the Committee within 30 days. It is recognized that the final decision regarding the formation of the School Calendar rests exclusively with the Committee.

Section 2: Work Hours

- (a) Twenty minutes before the official time for opening school, middle school educators shall be in their building or assigned station as directed by their principal and at his/her discretion and shall remain in their building for at least one-half hour after the close of the regular session.
- (b) High school educators shall be in their building or assigned station as directed by their principal fifteen (15) minutes before the official time for opening school.

The following protocol will be followed for scheduling high school special education meetings:

- 1. The ETL at Natick High School will check teacher schedules prior to scheduling a special education meeting.
- 2. The ETL will make every effort to schedule the special education meeting during the teacher's duty period and avoid scheduling the meeting during the teacher's planning period or lunch period.
- 3. If scheduling the special education meeting during the teacher's planning period is unavoidable, then the liaison will request substitute coverage for the teacher during the teacher's duty period that same day. The special education meeting will not be scheduled during the teacher's lunch period except with the teacher's approval.
- 4. If the teacher does not have a duty period that day, or if substitute coverage cannot be obtained, then the teacher will be compensated \$44 for SY 2016-17, \$44.99 for SY 2017-18, and \$45.89 for SY 2018-19 for attending half or more of their planning period. If the teacher attends a meeting for less than half of their planning period, they will receive half the stipend.
- (c) In special cases involving early or late classes, these hours may be modified by mutual agreement; in no instances will the total hours be exceeded. Educators may leave after the regular student dismissal time on Fridays and the day preceding a holiday or vacation.
- (d) Part-Time Educators The amount of work time required for any and all purposes defined within this Article, will be prorated based on their Full Time Equivalent (FTE). For part-time educators, contractual references to the beginning or end of the school day or the student day refer to the beginning or end of the part-time educator's assigned periods. Part-time educators may leave after the close of their final teaching or duty period on Fridays and the day preceding a holiday or vacation. Part-time educators will be required

to give extra help after the close of their final teaching or duty period.

The part-time educator and his/her supervisor may mutually agree to rearrange such educator time commitments to facilitate the educational process.

The following examples are for clarification:

One-half time educators will be required to be present 10 minutes before the start of their first teaching or duty period and shall remain for at least 15 minutes after the close of their final teaching or duty period of the day except as noted above.

Two-thirds time educators will be required to be present 13 minutes before the start of their first teaching or duty period and shall remain for at least 20 minutes after the close of their final teaching or duty period of the day except as noted above.

(e) The total number of school hours per year will not be increased unless mutually agreed upon by the Committee and the Association.

Section 3: Extra Help

Middle school educators shall be available to give one full period after regular school hours twice a week to all pupils requiring additional help.

(a) One full period, for purposes of Section 3 (above) shall be defined as follows: Middle (5-8) - not less than 46 minutes

Natick High School educators are required to remain after student dismissal time, a total of 120 minutes over the course of one (M-F) week, to be available to students needing extra help. For part-time high school educators, the 120 minutes will be prorated based on the full-time equivalency of their position.

Additionally, each high school faculty member will be assigned a 50 minute after school detention period twice a year, to commence four minutes after the conclusion of the school day.

Section 4: Staff Meetings

Educators may be required to remain after the end of the regular workday to attend a one hour building based staff meeting each month.

The work day for the first two faculty days will run from 8:00am-3:00pm and include a one hour meeting-free lunch each day. Over these first two days, at least 4 hours of meeting-free educator preparation time must be provided. In addition, during these first two days there will be at most 4.5 hours of administration-led time (superintendent, principal). The remaining time should be spent working with colleagues, including teams and PLCs.

It is understood by the parties that educators, at their own discretion, use substantial amounts of their own time on professional preparation.

It is understood that other building-based meetings may be necessary and every attempt will be made to schedule them at mutually convenient times.

The School Committee may require part-time educators to attend longer than their proportionate time on the day before the first pupil day of the school year and, if so, the part-time educators will be paid proportionate to the extra time worked.

Section 5: Duty Free Lunch

Unit members will have the following duty-free lunch periods:

Elementary - Regular student lunch period to coincide with regular student lunch period, but in no case to be less than thirty (30) minutes.

High School and Middle School - Regular student lunch period.

Nurses: Principals will create and publicize a system to allow the nurse to take a duty free lunch period break every day. The parties acknowledge that said lunch periods are to be schedule so as not to conflict with student recess. Moreover, in any school where two or more nurses are regularly assigned, there shall be at least one nurse on duty at all times during the work day.

No meetings will be held during a unit member's duty free lunch period.

Section 6: Planning period

Teachers will have a planning period during which they will not be assigned to any other duties, as follows:

- (a) All educators must remain until the specialist has arrived in the class.
- (b) Effective September 1991, every elementary educator will be guaranteed an average of forty (40) minutes per day duty-free planning period. In no instance will this be accomplished by requiring an educator to supervise two classes, but will be a function of the assignment schedule of specialists and/or educator assistants.
- (c) High School and Middle School an average of five (5) class periods per week.

Section 7: Student Supervision and Compensation

- (a) Middle school educators will be assigned not more than an average of six (6) student supervision periods per day, exclusive of days on which assemblies or clubs are scheduled. Bus duties and homeroom assignments are not to be considered student supervision periods.
- (b) Any educator who substitutes for another instructor called away to attend a Team Evaluation Conference will be paid \$34.42 for SY 2019-20, \$35.02 for SY 2020-21, and \$35.72 for SY 2021-22 per period at the elementary schools and middle schools and \$45.89 for SY 2019-20, \$46.69 for SY 2020-21, and \$47.62 for SY 2021-22 per period at Natick High School for such additional duties.
- (c) Every effort will be made to obtain a substitute when the regular educator cannot be with his/her class. In the event a substitute cannot be obtained and an educator must substitute and have more than six (6) student supervision periods a day, he/she will receive

compensation at the rate of \$34.42 for SY 2019-20, \$35.02 for SY 2020-21, and \$35.72 for SY 2021-22 per period at the elementary schools and middle schools and \$45.89 for SY 2019-20, \$46.69 for SY 2020-21, and \$47.62 for SY 2021-22 per period at Natick High School for such additional duties.

(d) In the event that an elementary educator must substitute for a specialist during the time that the specialist was scheduled to be in the class, that educator will be compensated at the same rates as described in sections 7(b) and 7(c).

Section 8: High School course load, planning, PLC, preps and duty periods
Each high school faculty member will be assigned no more than 5 courses per semester. Each
high school faculty member will be guaranteed one planning period per day and will be assigned
no more than five duty periods per week. Additionally, each high school faculty member will be
provided with two periods of Professional Learning Community time per week. Every effort will
be made to have no more than two different course preparations per day.

Section 9: New Educator Responsibilities

(a) New educator orientation:

New educators will report to school on a date determined by the Superintendent prior to the opening day of school for a general orientation program as prepared by central administration with the participation of the principals.

(b) New educator courses:

Two courses are required of all educators new to NPS. Studying Skilful Teacher with differentiation to maximize the benefits to all taking the course and Teaching & Learning in the Natick Public Schools course that will have elements of Equity and Expectations, push the core values of the NPS and clearly illustrate what teaching and learning looks like in Natick. Both courses are worth 3 credits. New educators with a Bachelor's degree may retroactively apply credits earned for only these two Natick-required courses to their Masters Plus lane, once their Masters is earned.

(c) If the syllabus and experiences and time (# class hours) of another graduate course match the syllabus of one of the Natick courses, as determined by the course instructor, a teacher may be excused from course content they have already taken. At time of hire, new educators will be informed that if they have taken a similar course within the past 5 years, they may submit the syllabus for review.

Possible outcomes for the new hire:

- A) take the full course
- B) take the full course with differentiation
- C) attend certain classes (i.e. attend only the SST Data Module no additional credit will be given for this option)
- D) exemption from the class

These courses will be available to all teachers, however, preference will be given to teachers within their first three years of employment with the Natick Public Schools.

Instructors of Natick-required courses will not grade work from any staff member for whom they are a direct evaluator.

Section 10: Mentoring

Mentors will be selected from volunteers only, for appointment as a mentor for a one year period. At the end of the school year, the appointment will automatically end. Whenever possible, only educators who have attained professional teacher status will be considered for volunteering to be mentors.

The duties and responsibilities of a Mentor teacher are as set forth in the Department of Education publication "Guidelines for Induction Programs". New mentors will also be required to complete a 1 credit graduate course. The course will be held for a full day in August witl required afternoon follow up sessions. Participants will be paid \$63 for the August day.

It is recognized that fulfillment of duties and responsibilities of a mentor will involve use of the educators' preparation time, lunch time, and after school time. Any release time for mentoring functions shall be subject to the approval of the principal.

Any evaluation of the mentor's participation and duties will not be part of that educator's official personnel file, but may only be utilized in conjunction with the participants of this program for analysis of its efficacy. Any written documentation between the mentor and mentee will remain confidential. In addition, any member who volunteers, and is selected to be a mentor, shall be held harmless for any evaluative comments, either written or oral, presented as part of this program, on behalf of any new educator in the mentor program.

Each mentor will be compensated at the rate of \$1,252 for SY 2019-20, \$1,274 for SY 2020-21 and \$1,299 for SY 2021-22, provided he/she fulfills his/her responsibilities as set forth in the abovementioned DESE document. Ten hours of mentoring will be provided to new educators during the summer prior to their first teaching day. For an educator hired within the two weeks prior to the first teacher day, or during the school year, 10 hours of mentoring will be completed within the first 3 weeks of employee's start date, and signed off by the mentor, protege and the protege's immediate supervisor.

The need and number of hours for a mentor for new staff or staff in a new role who do not fit mentorship guidelines in (A) will be at the principal's discretion or at the request of a staff member subject to approval by the superintendent. The stipend will be determined by the following:

Hourly rate will be determined by dividing the current stipend amount by 50 hours per DESE guidelines- Laws & Regulations Relevant to Induction Programs (603 CMR 7.04(2)(C)4)

The stipend will be prorated based on the full mentor stipend should the mentor be contracted for fewer hours.

Building Based Mentor Leaders will be compensated at the rate of \$939 for SY 2019-20, \$955 for SY 2020-21 and \$975 for SY 2021-22, provided he/she fulfills his/her responsibilities as set forth in the Natick Public Schools Mentor Handbook.

Section 11: Technology

- (a) All efforts will be made by educators to respond to communication from families about student performance and learning within three (3) school days. Day 1 is the day email is opened during school hours. This is evidence of proficiency in Standard III Indicator C 1. Two Way Communication. Educators who receive email that is excessive, inflammatory, accusatory, etc... may report those emails to their principal for an administrative response.
- (b) iPass: Grade 6-12 educators responsible for grading students in any fashion will maintain an electronic gradebook in the district provided product. The electronic gradebook will be updated every two school weeks reflecting the majority (more than 50%) of assigned and submitted work given within those two weeks. Missing work will be updated every school week. This update will include noting the missing work using a system where N = not submitted. A key will be created for additional needed markings. The electronic gradebook will generate emails to inform stakeholders about missing work. Two weeks before the end of the term/trimester, grades 6-12 teachers will alert students/guardians of current term/trimester grades below a C-.
- (c) Webpages/Online Platforms: Replace with: Staff will create web pages that contain the following basic content: greeting and contact information, a calendar that includes at least major projects, long term assignments and scheduled assessments. Middle school and high school educators will post the label/descriptor for all assigned homework using an online data-protected communication system approved and vetted at the district level to meet the data-security needs within the Social Media and Online Communication Policy of the Natick Public Schools (e.g. Google and Moodle are employed at the time of this writing) so that students and parents will have access to information on expected assignments in a manner that allows students to complete homework on time. Administration will provide curriculum templates with learning objectives. Staff will communicate these learning objectives by each unit to families using letters, newsletters, or technology. This is evidence of proficiency in Standard III Indicator B 2. Curriculum Support. Some building-based PLC time will be designated for updating and coordinating this content.

For the purposes of instruction and/or communicating with students and parents, educators will be limited to data-protected online platforms that are approved by the district. The district shall maintain a list of approved sites/platforms that educators can utilize that are aligned to the Social Media and Online Communication Policy of the Natick Public Schools. The district shall provide a review of the Social Media and Online Communication Policy of the Natick Public Schools, which shall be completed by all employees and new hires, annually.

- (d) Introductory computer use training will be provided for new hires.
- (e) Refresher and enhancement technology training will be provided as necessary.
- (f) Every staff member will be provided with a backup device to store documents, programs and media files for use when laptop is unavailable.
- (g) Through the use of iPass, educators (grades k-5) will complete the reports of student progress and print the reports in their own building at any time before the Spring and Fall conference dates, as applicable.
- (h) All training for administration-mandated initiatives will be provided during the contract day. Whenever possible, non-mandatory trainings will be made available during contract hours and may be offered during other hours as well.
- (i) A technology day will be provided with the following conditions: involve educators in planning professional development technology day, small classes as much as possible, reference take-away material, follow-up on technology learned on technology day during curriculum planning time and PLC time, provide examples of how technology will be used in the classroom, training in curriculum-relevant multimedia materials as much as possible, training includes all staff at elementary and secondary levels (including educators, counselors, nurses). The parties will meet to assess the effectiveness of NILS programming to ensure timely and appropriate is offered on an ongoing basis.
- (j) Faculty may audit technology courses.
- (k) Efforts will be made to offer technological parity among all schools at the same level elementary, middle and high.
- (l) Staff will be notified in a timely manner before any major changes to computer software, including: removal, additions and updates of existing programs.
- (m)Only educators and administrators will have access to iPass for the ROSP (Report On Student Progress).
- (n) The Assistant Superintendent for Curriculum Instruction & Assessment will post to a Moodle site any open distance learning positions of which s/he is made aware.
- (o) The principal will develop a fair and reasonable building-based process, with staff input, for distribution of additional available technology resources.
- (p) Elementary Fall Conferences: The portal will not be open in the fall. Educators can continue to print out the ROSP to give to parents at conference and the portal can be opened for two weeks after the last published conference date.

Elementary (K-4): The January and June ROSP will be open for teachers one month before the district-determined reporting date. The parent portal will be open starting on the published date and will remain open for two weeks.

Elementary spring conference: The portal will not be open to parents prior to the last published conference date. Teachers will print out the ROSP to give to parents at the conference, then the portal will be opened to parents for two weeks after the last published conference date.

Section 12: Professional Learning Communities

- (a) PLC's operate under the assumption that key to improved learning for students is continuous, job-embedded learning for educators.
 - 1. Every member of the professional staff will be a member of a collaborative team on the basis of common courses or assignments.
 - Provide time for teachers to meet in teams, on a regular basis
 - Facilitated by teacher leaders
 - 2. Each team will clarify what each student is expected to learn the essential knowledge, skills, and dispositions of each course/subject, unit-by-unit.
 - · Clarify 8-10 essential outcomes per semester
 - Develop at least 4 common assessments per year
 - · Analyze results (Confront the brutal facts)
 - · Formulate effective goals
 - · Identify effective instructional strategies as a result of analyzing data
 - Decide on how to use technology to support education
 - 3. Each team/teacher/administrator will create systems to ensure students receive additional time and support if they are not learning.
 - 4. Each team/teacher/administrator will create systems to ensure students receive additional time and support if they are learning above expectations. We expect high levels of learning for all Natick students as the fundamental purpose of our district; and, therefore, are willing to examine all practices in light of their impact on learning.
- (b) Middle School Meeting Times (see chart on page 103 in Appendix C)
 Middle school educators will complete ten 1-hour extensions of the contractual day
 during the school year. A one hour extension will always be applied to an early release
 professional development in months that contain at least one early release professional
 development day. Two of these ten hours will be floating hours to be applied at the
 discretion of department heads, curriculum leaders, and district administration. Both
 floating hours will not be used in the same month.
- (c) High School Meeting Times (see chart on page 104 in Appendix C)

 There will be no more than five Faculty Meetings per year after school from 2:30 3:30 pm, not to exceed one per month. There will be no more than five Faculty Meetings per year on Early Release Days from 11:30 am 12:30 pm, not to exceed one per month. One

of these five Faculty Meetings held on Early Release Days may be held from 12:00 - 1:00 pm after the PTSO lunch.

In months with early release days in which Faculty Meetings are held after school, Professional Development will be held from 11:30 am - 2:30 pm. In the five months in which Faculty Meetings are held on Early Release Days, Professional Development will be held from 12:30 - 2:30 pm. In the one month in which lunch may extend 11:00 am - 12:00 pm, Professional Development will be held from 12:00 - 3:00 pm. The department head may designate up to a half-hour during each of these PLC meetings as a department meeting.

In October and November, there will be a Faculty Meeting after school (included in the five listed above) plus an additional Professional Development meeting from 2:30 - 3:30 pm. These October and/or November Professional Development hours will be floating hours at the discretion of department heads, curriculum leaders, and district administration, but both floaters will not be used in the same month. In June, there will be one Professional Development held after school from 2:30 - 3:30 pm. In each month without an early release professional development day, the department head may designate half of one PLC (20 minutes) as a department meeting. The complete calendar will be shared by the end of May during the previous school year.

In October, the Early Release Day will be used to write college recommendations or other staff-directed work. Staff will work until the end of the regular school day.

Two 40-minute PLC meetings per year will be canceled for staff to perform three 20-minute peer classroom visits. These visits will be performed during a prep period over the course of a month. The month will be decided and communicated by administration. The faculty will reflect and discuss their peer visits at a follow-up Professional Development Meeting.

- (d) All elementary Professional Development (PD) events along with the 70 minutes per week at the elementary level will be organized and planned by the EIL and/or the Elementary Based PLC Leader in collaboration with their building principal to meet the goals of the PLC. Collaboration goals will be reassessed at a mid-year review by consensus of the principal and EPLC. The subject/topics will be selected by educators. All PD events at the middle and high schools will be planned by the Department Heads, Curriculum Specialists, and K-12 Directors in collaboration with their building principal.
- (e) K-12 educators, guidance, psychologists, social workers, adjustment counselors, speech and language, evaluation team leaders, fine and performing arts, physical education and wellness, and nurses will complete ten 1-hour extensions of the contractual day during the school year. A one hour extension will always be applied to an early release professional development in months that contain at least one early release professional development day. Two of these ten hours will be floating hours at the discretion of

department heads, curriculum leaders, and district administration, but both floating hours will not be used in the same month. On building-based early release professional development days, the building principal will direct these staff members to the appropriate PD. (see chart on page 105 in Appendix C)

- (f) Administrators and PLC members will establish and follow operating norms. An assigned principal may be present for the first half of each district-wide PLC meeting as a PLC member who follows the agreed upon PLC norms and as an evaluator of the members of the assigned PLC. Data collected by this assigned principal at these PLC meetings may be used as evidence of proficiency of Standard IV and must be shared with the member through TeachPoint. However this evidence will not be the sole determinant of any rating below proficient. Below proficient evidence must be further supported by the member's building principal using building based data.
- (g) Each PLC shall develop one or two goals for the school year that are consistent with Natick School District goals and/or the school improvement plans. A PLC may choose goals that are not consistent with district goals and/or school improvement plans only with the written approval of the superintendent or his/her designee.
- (h) PLC hours may be designated as building-level time at the discretion of the PLC leader and with the approval of the superintendent or his/her designee.
- (i) PLC's will be part of the annual new staff orientation.
- (i) PLC time may be used for technology training.
- (k) The PLC structure will provide opportunities for meaningful professional development for curriculum planning.
- (1) Titles of PLC leaders at each level are as follows:

High School – Department Head, Director of Health and PE and Director of Fine and Performing Arts

Middle School – Department Head, Director of Health and PE, Curriculum Specialist and Director of Health and PE and Director of Fine and Performing Arts

Elementary School – Elementary Instructional Leader, Elementary Grade Level, Art and Music

Building Based PLC Leaders, Director of Health and PE and Director of Fine and Performing Arts

Student Services Instructional Leaders - A PLC leader will be appointed for each of the following groups:

Speech and Language Pathologists/Occupational Therapists/Physical Therapists Elementary Learning Center Teachers

ELE (English Language Educators)

School Psychologists/Adjustment Counselors/Social Workers

K-8 Guidance Staff
Preschool Teachers
Program Supervisor will serve as PLC leader for ACCESS teachers
Technology —district-wide Technology Curriculum Specialist
Library Media Specialists — to be paid as team leader/curriculum specialist 2-3 person team.

Section 13: Introduction of New Initiatives

An appropriate internal tool with some print communication will be developed to document district-wide pilots and new initiatives prior to their implementation including:

- 1. goal
- 2. rationale and background
- 3. timeline
- 4. status
- 5. process
- 6. professional development required
- 7. persons involved
- 8. review of effectiveness of the initiative
- 9. point person for feedback

Innovation is encouraged. The purpose is to communicate important information to all employees. Concerns will be brought forward by The EAN president at the monthly meeting with the superintendent.

Section 14: Elementary Working Conditions

School	Regular Start	Release Day Start
Bennett-Hemenway School	8:15 - 2:41	8:15 - 12:05
Brown School	8:30 - 2:56	8:30 - 12:15
Johnson School	8:30 - 2:56	8:30 - 12:15
Lilja School	8:30 - 2:56	8:30 - 12:15
Memorial School	8:50 - 3:16	8:50 - 12:40
Pre-K (full day)	9:00 - 3:00	9:00 - 10:20
Pre-K A.M.	9:00 - 11:30	9:00 - 10:20
Pre-K P.M.	12:30 - 3:00	No PM Pre-K

- (a) Work Hours: Ten minutes before the official time for opening school, educators shall be in their buildings or assigned station as directed by their principal. Educators may leave after students are dismissed on days without a staff meeting, curriculum meeting, PLC meeting or extra help session. Educators may leave after students are dismissed on Fridays and the day preceding a holiday or vacation.
- (b) Extra Help Educators shall be available to give one thirty (30) minute extra help session

per week.

- (c) Staff Meetings Educators may be required to remain after the end of the regular work day to attend a one-hour building-based staff meeting each month. The first two faculty days of the school year will run from 8:00am-3:00pm and include a one hour meeting-free lunch each day. Over these first two days at least 4 hours of meeting-free educator preparation time must be provided. In addition, during these first two days there will be at most 4.5 hours of administration-led time (superintendent, principal). The remaining time should be spent working with colleagues including teams and PLCs.
- (d) Curriculum Meetings*- Educators may be required to remain after the end of the regular work day to attend a one hour curriculum instruction, technology and assessment (CITA) meeting each month except June. This meeting will be organized by the principal and the building based leadership team.
- (e) Duty Free Lunch Period Educators will have a duty-free lunch period that coincides with the regular student lunch period. In no case shall this period be less than 28 minutes.
- (f) Planning Period Teachers will have a planning period during which they will not be assigned to any other duties. All educators must remain until the specialist has arrived in the class. Educators will be guaranteed an average of forty (40) minutes per day duty-free planning period. In no instance will this be accomplished by requiring an educator to supervise two classes but will be a function of the assignment schedule of specialists and/or paraprofessional educators.

 The Administration will conduct an analysis of the feasibility of building a schedule that
 - The Administration will conduct an analysis of the feasibility of building a schedule that provides a planning period every day, preferably towards the middle of the day.
- (g) Class Coverage Any educator who substitutes for another instructor called away to attend a team evaluation conference will be paid \$28.40 per period. Every effort will be made to obtain a substitute when the regular educator cannot be with his/her class. In the event that an educator must substitute for a specialist during the time that the specialist was scheduled to be in a class, that educator will be compensated at the same rate.

(h) Professional Learning Communities

There will be a 120 minute session of professional development on seven early release days. Educators are required to remain after the end of the regular work day to attend two one-hour PLC meetings. One will be scheduled by the building principal and one will be scheduled by building based EPLCs. Under extenuating circumstances, the second hour may be scheduled by the building principal. (see chart on page 102 in Appendix C)

Each week, building-based PLCs will meet for seventy (70) minutes, except in weeks with a district-wide PLC meeting. This building-based time shall be planned by the building-based PLC.

- (i) Special Education Team Meetings
 The following protocol will be followed for scheduling special education meetings:
 - 1. The Evaluation Team Leader (ETL) at the elementary schools will check teacher schedules prior to scheduling a special education meeting.
 - 2. The ETL will make every effort to avoid scheduling the special education meeting during the teacher's planning period or lunch period.
 - 3. If scheduling the special education meeting during the teacher's planning period is unavoidable, then the ETL will obtain substitute coverage for the teacher for 40 consecutive minutes that same day. If scheduling the special education meeting during the teacher's lunch period is unavoidable, then the ETL will obtain substitute coverage for the teacher for 30 consecutive minutes at a reasonable lunch time that same day.
 - 4. If substitute coverage for the planning period cannot be obtained, then the teacher will be compensated \$34.42 for SY 2019-20, \$35.02 for SY 2020-21, and \$35.72 for SY 2021-22 per missed planning period.

Article XIII - Health and Safety

The Natick School District and the EAN agree to establish a Health and Safety Committee and to establish guidelines to address problems in a predictable and expedient manner. One of the Natick School Committee's highest priorities is safe and healthy schools for all employees. The District and the EAN will make every effort to ensure the Health and Safety Committee is an effective working committee.

Section 1: The Natick Public School District will strive to provide a safe and healthy workplace and will notify the Association of any condition that it believes might constitute a hazard to employees that it feels cannot be promptly remedied.

Section 2: The employees may exercise all their legal rights to obtain a safe and healthy workplace. The District shall not take any retaliatory action against an employee who exercises his/her rights under M.G.L. c.149 S185.

Section 3: If an employee becomes aware of a working condition that he/she feels is unsafe or unhealthy, he/she shall use the following procedure to address the concern. No issue reported or addressed under this Article will be the subject of a formal grievance or taken to arbitration.

STEP 1

Employee reports a health or safety concern to immediate supervisor and/or building principal.

STEP 2

If the health or safety concern is not resolved, employee notifies principal, in writing on the

appropriate form, of the safety and health concern(s) and sends a copy to the Health and Safety Committee.

STEP 3

- A. Principal resolves problem and notifies the employee in a timely manner of the resolution of the concern or,
- B. Principal notifies the educator, in writing, in a timely manner or not more than ten (10) working days, why he or she can not resolve the problem and principal notifies either the Director of Pupil Services or the Facilities Services Director, as appropriate, in writing, of the safety concern.
- C. If the principal has not complied with the time limits set above or if the concern of the employee is not resolved, the employee may refer the matter to the Health and Safety Committee.

STEP 4

- A. The Facilities Services Director addresses the problem and notifies the principal and the employee within ten (10) days of action taken, or;
- If the action does not resolve the employee's health and safety concern, the employee may refer the matter to the Health and Safety committee
- B. The Facilities Services Director notifies the principal and the Health and Safety Committee in a timely manner or not more than ten (10) working days, of reasons why action can not be taken. Principal then notifies the educator and the school council.

STEP 5

The Health and Safety Committee will examine the issue, consider possible action and make a recommendation to the School Committee.

Reporting form will contain space for the following information:

- Employee name
- Location
- Date of report
- Action taken at all steps
- Signature of parties involved at each step

Members of the Health and Safety Committee, which will convene within one month of ratification of the contract.

(Members will serve for two-year terms, unless the Committee is dissolved by mutual agreement.)

Representative(s) of EAN

Representative(s) of Administration

Representative(s) of School Committee

Representative(s) of Parent's Coordinating Council

Occupational Health Nurse
Safety Engineer
Representative of the Health Department
Facilities Services Director or Director of Pupil Services (non-voting member)

ARTICLE XIV - Educator Records and Evaluation

Section 1: While the total evaluation of an educator's performance is not necessarily limited to observation in the classroom, all formal observation of classroom performance by administrators will be conducted openly and with full knowledge of the educator.

Educators will review and will be given a copy of any evaluation report prepared by an administrator to be placed in their personnel folder and will have the right to discuss such report with the administrator. The administrator must confer with any educator whose service has been rated unsatisfactory in any respect, explain the ratings, and plan cooperatively for improvement. If the situation which resulted in the poor evaluation is remedied or improved, notations will be made in subsequent evaluations and entered in the educator's personnel folder.

Section 2: A major purpose of evaluation is improvement of educator performance. Evaluation should, therefore, be constructive and must include specific written recommendations for any improvements. These may be best arrived at cooperatively by a discussion between the supervisor and educator before the final evaluation is written. It is recognized that circumstances could arise when the supervisor might not follow this procedure.

Section 3: Whenever an addition is made to the educator's personnel folder, the educator shall be immediately informed.

Section 4: Upon written request to any supervisory personnel, any employee covered by this Agreement shall have the right to inspect the contents of his/her personnel folder, files, cards and records which pertain to said employee, and said employee may make copies of such contents as concern such employee on his/her work. It is understood that the records will be made available at reasonable and mutually convenient times.

The educator will have the opportunity to review such material and affix his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the content thereof. The educator will also have the right to submit a written answer to such material, and said answer shall be attached to the file copy.

Section 5: The evaluation process will be conducted in accordance with APPENDIX A..

ARTICLE XV - Promotions and Vacancies

Section 1: Whenever a vacancy occurs in a promotional position or a new promotional position is created, it shall be filled pursuant to the following procedures:

- (a) Such vacancies shall be publicized by posting a written notice on a bulletin board in every school for a period of five (5) school days preceding the closing of application for such positions. If the vacancy occurs during a vacation period, the notice shall also be sent to the Association President or his/her designee at least ten (10) days prior to the closing day for applications. If a vacancy/open position can be reasonably forecast as for one year or longer, the position will be posted and paid as a regular position (not any kind of substitute position) on the regular salary schedule.
- (b) The qualifications for the position, the overall responsibilities and the approximate compensation will be set forth.
- (c) It is recognized by the Association that the Committee will give all educators and administrators adequate opportunity to make application for such positions, and the Committee will give weight to the professional background and attainment of all applicants and the length of time each has been in the school system.
- (d) All professional vacancies in promotional positions occurring within the total educational program shall be filled pursuant to the foregoing procedures. Due weight will be given to the professional background and attainments of all candidates applying for a promotional vacancy in the Natick School System.

Section 2: When such vacancies occur in coaching positions, preference will be given to qualified staff, covered by this Agreement, at the school where the vacancy occurs, who have knowledge of and experience in the applicable sport, with the concurrence of the principal and the Athletic Director. In accordance with the provisions of Section 50 of Chapter 71, authority to contract with coaches is vested exclusively with the Superintendent. The head coach will be consulted in the selection of his/her assistant(s).

Section 3: Screening Committees

Recognizing the fact that responsibility for appointing candidates rests exclusively with the Superintendent of Schools, it is agreed that screening committees may be established for positions at the administrative level. Such committees may be called into existence by the Superintendent when needed. The resultant reports of such committees are recognized as advisory in nature and will be considered by the Superintendent in his/her final decision.

Such committees shall be representative of the following groups:

- Educators
- Administrators
- Parents
- Students

Section 4: Appraisal of Unit B Administrators and Principals

The performance and effectiveness of Unit B administrators and principals shall be subject to an annual appraisal by the affected faculties.

The appraisals will be sent to the Superintendent and serve as an advisory to assist him/her in

making his/her final decision. It is recognized that the responsibility for appointing candidates rests exclusively with the Superintendent of Schools.

ARTICLE XVI - Reduction in Staff

Section 1: If the School Committee determines, pursuant to its legal responsibility consistent with the General Laws of the Commonwealth, The Regulations of the Department of Education, and this Agreement, to make such decisions, that a reduction in the number of educators employed is necessary or that a particular type of teaching service should be discontinued, the following policy for reduction in personnel will be used:

- (a) Inasmuch as possible, normal attrition will be used whereby educators who retire or resign will not be replaced if there are fully qualified educators available who are capable to fill the position and who would otherwise be subject to lay off.
- (b) Educators who are not under regular contract or who are on temporary status (e.g. educators filling in for leaves of absence or long-term substitutes) will be laid off first provided there are fully qualified permanent educators available who are capable of performing all the duties of the educators to be laid off under this section.
- (c) In case of further reduction in teaching staff, an educator with professional teacher status shall not be dismissed if there is an educator without professional teacher status employed whose position the educator with professional teacher status is qualified to fill.
- (d) If the School Committee determines that further reductions in staff are necessary which affect educators with professional teacher status, educators shall be laid off in the inverse order of seniority within the disciplines set forth in Section 3 of this article subject to the following exceptions. The educator's placement on the salary schedule shall not be a consideration in determining who shall be laid off.

First Exception: All educators receiving a rating of "does not meet expectations" will be placed at the bottom of the seniority list in their seniority order within their discipline for purpose of layoff.

Second Exception: System Need

- 1. Each educator must be licensed for the subject(s) that he/she teaches in accordance with State Licensure Regulations if said licensure exists.
- 2. When final staffing requirements for the next school year are determined, each evaluator will submit to the Superintendent a list of the positions the evaluator feels may be critical to maintain the curriculum/function of that discipline in the next academic year. Critical need is defined as, but not limited to anticipated need for personnel due to understaffing, projected loss due to RIF, change in qualifications, or changes in staffing.
- 3. If the School Committee agrees that the positions identified are critical, they shall be filled using the following priority procedures:
 - a. Personnel within the Natick School System who satisfy the job qualifications, and have received an evaluation rating of "Satisfactory or Above" shall receive first priority.

- b. The Superintendent or his/her designee, the Director of Human Resources or his/her designee, one member of the School Committee or his/her designee, the President of the EAN or his/her designee, the Chairman of the EAN Negotiating Committee or his/her designee, and the Chairman of the EAN PR & R Committee or his/her designee will meet, as a group, to determine if in fact these named persons are the only persons qualified according to the language of the contract.
- c. Personnel outside the Natick School System may be hired as a second priority.
- d. An educator with professional teacher status whose position is eliminated and/or who is scheduled to be laid off in Section C or D above will be allowed to transfer to an open position (defined as one held by an educator without professional teacher status or a vacant position) for which the educator is qualified as described below:

For purposes of this section, "qualified" means either:

- 1. Licensed in the subject or discipline or has taught the subject in a professional capacity at the level of the open position for one semester (elementary or secondary) within five years immediately prior to the elimination of his/her position; or,
- 2. An elementary teacher holding K-8 licensure may teach in a specific discipline at grades 7 or 8, provided he/she shall have a minimum of eighteen semester hours of preparation at the college level, either undergraduate or graduate, in the subject field in which he/she is employed.

While employed as a teacher in a specific discipline at grades 7 or 8 with K-8 licensure and a minimum of eighteen semester hours credit, such educator will be transferred to the seniority list of the secondary discipline and will have the same rights, duties and contract obligations of any other member of that secondary discipline unless prohibited by the licensure requirements of the Massachusetts Department of Elementary & Secondary Education

If more than one person is "qualified" for a position, the person with the greater seniority will prevail. Each spring, those educators with professional teacher status in danger of being laid off and those on recall will be supplied with a list of the open positions. The list will include the subject, discipline and licensure required. Each educator will be given an opportunity to apply within twenty days for any such position to which he/she is entitled because he/she is "qualified" as defined above. If a later opening occurs, each such educator will similarly be notified and given an opportunity to fill the position.

Section 2: For purposes of this Article "disciplines" shall be:

1. Grades Pre K-2

Early Childhood

2. Grades 1-6

Elementary which also includes the pre K-2 people for grades 1&2. Pre K-2 names will appear with an asterisk.

3. Grades 5 and 6

1-6 Elementary

5-8 Middle School

4. Grades 7 and 8

5-8 middle school (general, covers ELA, Social Studies, Math & Science)

Middle level subject area licensure

English (5-8; 8-12)

Foreign language (with specific area) (preK-8; 5-12)

Math (5-8; 8-12)

Science – Biology, Chemistry, Earth Science, Physics, General Science

Technology/engineering (5-12)

Visual Art (pre K-8 or 5-12)

Phys Ed. (pre K - 8 or 5 - 12)

Guidance (preK-8 or 5-12)

Teacher of Students with Moderate Disabilities (preK-8 or 5-12)

ESL (preK-8 or 5-12)

Social Studies – History, Political Science (k-8; 5-12)

Humanities

5. Grades 9-12

Individual list for each discipline as listed above.

English (5-8; 8-12)

Foreign language (with specific area) (5-12)

Math (8-12)

Science – Biology, Chemistry, Earth Science, Physics, (8-12)

Technology/engineering (5-12)

Visual Art (5-12)

Phys Ed. (5 - 12)

Guidance (5-12)

Teacher of Students with Moderate Disabilities (5-12)

ESL (5-12)

Social Studies – History, Political Science (5-12)

5-8 for 8th grade exclusively (with asterisk)

6. All Levels (K-12)

Separate list for each:

Instructional Technology

Reading

Nurse

Psychologist

Social Worker/School Adjustment Counselor

Library

Family/Consumer Science

Music: Vocal/Instrumental/General

Specialist in Speech, Language and Hearing Disorders (All)

Supervisor/Director

For purposes of this section, total time in the Natick School System in months and days X/183 in the bargaining unit shall be used to compute an employee's length of service within any disciplines set forth above. Effective September 1983, seniority is accumulated for part-time teaching assignments in the same proportion as the fraction used to determine salary. This condition is prospective in nature, and the seniority previously accumulated for part-time teaching assignments will not be affected. Educators transferring from one discipline to another will not suffer any loss of seniority rights previously accumulated.

Educators will hold seniority as above defined in the single discipline or disciplines in which they are teaching at the commencement of a given school year. All educators who are teaching in more than one discipline will receive seniority in that discipline in which they are teaching the majority of their time. Prior to September 1, 1981, time spent on any authorized leave of absence will not constitute a break and seniority will accumulate during such periods. On or after September 1, 1981, time spent on any authorized unpaid leave of absence will not constitute a break and seniority will accumulate during such periods, up to one (1) year. Seniority ties will be broken in accordance with the following procedures:

First Level: By date of School Committee vote to hire or date of appointment by Superintendent, (whichever is applicable).

Second Level: For those staff members voted on the same day, seniority ties within the affected disciplines will be broken by lot within thirty (30) days from the first work day for educators hired after the effective date of ratification of this agreement by both parties.

The responsibility for conducting the tie breaking process will be that of the bargaining unit and the School Committee.

Section 3: Except in unforeseen circumstances, educators who are to be affected by a reduction in staff will be notified by June 15 of the school year preceding the school year in which the reduction is to take place.

Section 4: If subsequent vacancies occur or if new positions are added or old positions reinstated, which educators without professional teacher status on layoff previously performed, the educators without professional teacher status laid off within the prior twelve (12) months by the Natick School System under the foregoing provisions will be given consideration initially before other applicants are considered.

Educators with professional teacher status who are on layoff shall, for twelve (12) months after the effective date of the layoff, retain first preference to recall rights in the inverse order of layoff to positions from which they were laid off, or open positions for which they satisfy the qualifications for new hires in the Natick School System. Notifications to professional teacher status educators shall have an effective date of August 31.

If an educator with professional teacher status is recalled under the provisions of the prior

paragraph, previously accrued time in Natick will be credited for the purposes of determining placement on the salary schedule, and any previously unused sick leave shall be credited to the educator.

Section 5: Educators released under the provisions of this article shall be given initial consideration on the substitute list if they choose to be so recorded.

Section 6: If necessary to provide for continuity of coverage for health insurance payments for July and August shall be deducted from the final paycheck.

Section 7: A list specifying the seniority of each member of the bargaining unit in the disciplines set forth in Section 2 will be prepared by the Committee and forwarded to the President of the Association within thirty (30) days following the execution of this Agreement. An updated "seniority list" shall be supplied by the Committee annually thereafter.

Section 8: If the School Committee determines that a reduction in the number of administrators employed is necessary or that a particular type of administrative service should be discontinued, it shall follow the provisions of Section 2 of this article so far as applicable. For the purposes of this section, an administrator shall be considered to have professional teacher status if he/she has commenced a fourth (4th) year in the position.

In the event that an administrator is dismissed from a Unit B position, as a result of a reduction in force under this article, he/she will be placed on the seniority list of Unit A in the discipline in which he/she is qualified and licensed.

Placement on the seniority list will reflect total time in a professional capacity in the Natick School System.

Administrators laid off from an administrative position but not transferred to a teaching position shall be entitled to the same recall benefits as educators including recall to administrative positions for which they are qualified in accordance with the procedures set forth in Section 5. Administrators laid off from an administrative position and transferred to a teaching position shall be entitled to the same recall benefits to the extent of notification and preference for administrative openings during the recall period as set forth for educators in Section 5.

ARTICLE XVII - Sick Leave

Section 1: Every professional employee of the Natick Public Schools shall be granted an annual leave of twelve and one half (12½) days without loss of pay for absence caused by illness or injury. Such leave not used in the year of service for which it is granted shall be accumulated for use in subsequent years without limitation. Such leave not used prior to the termination of an employee's service shall lapse, and the employee shall not be entitled to any compensation in lieu thereof, except as provided under the terms of ARTICLE XVIII.

Part-time educators shall be entitled to annual sick leave allowance and accumulation in the same proportion of such benefit for full-time educators as the part-time educator's work schedule is to a full-time educator's work schedule, e.g. part-time educators working one-half (1/2) the work day every day shall be entitled to twelve and one-half 12 1/2 half-days of sick leave allowance; part-time educators working three (3) full work days each week shall be entitled to three-fifths (3/5) of twelve and one-half (12 1/2) days of sick leave allowance.

Employees on payroll as of 10/4/94 shall be grandfathered under the current practice of counting one sick day as a full day for purposes of buyback, even if the educator only works half-days. If an educator starts out as part-time and accumulates part-time days then moves to full-time, the accumulated part-time days will turn into full-time days for the purpose of sick leave but they will remain part-time for the purpose of sick leave buyback. If an educator starts out as full-time and accumulates full-time days then moves to part-time, the accumulated full-time days will turn into part-time days for the purpose of sick leave but they will remain full-time for the purpose of buy-back.

Section 2: All members of Unit A and Unit B members will be credited with 12.5 sick days at the beginning of each school year.

Section 3: A doctor's certificate may be required for personal illness of ten (10) or more consecutive school days. If sick leave continues for more than ten days, a doctor's certificate will be required every 30 calendar days thereafter. Additionally, the employee will contact the Director of Human Resources or the Occupational Health Nurse on a monthly basis to advise as to their anticipated date of return. If requested, a doctor's certificate must be presented to the Superintendent's office before the employee returns to duty. An employee who has been absent due to illness or injury for more than three weeks, should visit the occupational health nurse prior to returning to work, to review any accommodations necessary to ensure a successful return to work. If a medical certificate is not presented when requested, the medical exam and certificate shall be at School Committee expense by a physician chosen by the School Committee. Under the provisions of the Family and Medical Leave Act, an employee who has completed one year of service is eligible for up to twelve (12) weeks of unpaid leave in any twelve (12) month period due to his or her illness or injury.

Section 4: Bargaining unit members may use up to five (5) sick days "a school year" to care for a member of the immediate family. Such days will be deducted from the employee's sick leave accumulation. Immediate family is defined as spouse, child, and parent. As much notice as possible should be given to the principal and substitute coordinator if such days are to be taken.

Under extenuating circumstances, the superintendent may approve the use of more than 5 sick days to care for a sick family member. Request must be in writing, and FMLA documentation will be required. The Superintendent's decision will not be subject to the grievance procedure.

Section 5: For purposes of the FMLA a year shall be the school year. Leave taken for reasons covered by the FMLA will be designated and recorded as such.

Section 6: Sick Leave Bank

A Sick Leave Bank is established for use by members of the bargaining unit whose sick leave accumulation is exhausted through prolonged illness or accident. The balance of days remaining at the end of the contract are transferred to the bank which is to remain in effect for the term of this agreement.

If the Sick Leave Bank is exhausted during the contract term, it shall be renewed by the contribution of one (1) additional sick leave day by each member of the unit covered by this Agreement from their annual days of sick leave. To the extent that such additional day or days have not been used at the conclusion of the contract term, these days accumulate for the subsequent contract year, if the bank is renegotiated.

Each new bargaining unit member will contribute one (1) day to the Sick Leave Bank provided they are on the payroll on January 1 and shall not qualify for consideration of extended-illness leave within the framework of the Sick Leave Bank before January 1 of their first year.

Section 7: Sick Leave Bank days shall only be available after the employee has exhausted his/her entire personal sick leave, both annual and accumulated.

Section 8: No days may be withdrawn from the Sick Leave Bank for use for any other illness other than prolonged illness or accident of the member of the unit. Days may not be withdrawn to permit an individual to stay at home to care for a member of the family.

Section 9: The Sick Leave Bank shall be administered by a committee of six (6) employees. Three (3) members of the committee shall be designated by the Association and three (3) by the School Committee. Each party shall notify the other of their representatives on the committee and any changes therein during the term of this Agreement. There shall be no requirement on the part of the Employer to pay for sick leave withdrawn from the Bank unless authorized by a majority of the official committee. The Sick Leave Bank committee shall determine the eligibility for members requesting leave from the bank and the amount of leave to be granted. The following criteria shall be used by the Sick Leave Bank Committee in determining eligibility:

- (a) For bargaining unit members with Professional Teacher Status, the initial grant shall not exceed fifteen (15) days. A first year educator (see Section 5, paragraph 2 above) may borrow up to a maximum of ten (10) days, a second year educator may borrow up to a maximum of twenty (20) days and a third year educator may borrow up to a maximum of thirty (30) days.
- (b) The Committee shall consider:
 - 1. Adequate medical evidence of serious illness;
 - 2. Prior utilization of all eligible sick leave;
 - 3. Propriety in the use of sick leave;
 - 4. Length of service in the Natick School System.

Section 10: Upon completion of the initial fifteen (15) day period, additional entitlement may be extended by the Sick Leave Bank Committee in its discretion upon the demonstration of need by the applicant.

Section 11: Any sick leave granted under this Article shall expire at the end of the applicable contract year for the individual involved.

Section 12: The decision of the Sick Leave Bank committee with respect to eligibility and entitlement shall be final and binding and not subject to the grievance and arbitration provisions of this Agreement.

Section 13: Records of the operation of the Sick Leave Bank shall be available for review by the Superintendent or his/her designee at any time, provided reasonable notice is given, but in no event less than once annually.

Section 14: Employees who are allowed to withdraw leave from the Bank may be required to repay the days withdrawn at a rate of one-half (1/2) of their future sick leave allowance until all days used have been repaid. If an employee leaves the service of the Employer for any reason other than death or disability retirement before he/she has fulfilled his/her repayment obligation, he/she shall recompense the Committee at a rate of one one-hundred-and-eighty-third (1/183) his/her annual pay for each day not repaid. Such repayment shall be deducted from the employee's final paycheck. Upon recommendation of the committee and vote by the membership of the committee at a duly convened meeting, this provision for repayment may be waived.

ARTICLE XVIII - Sick Leave Buyback

Upon retirement, each employee shall be compensated with one day's pay for every four (4) days sick leave accumulated over 100 days, up to a maximum of twenty (20) days, at the then current salary rate.

Written notice of intent to retire should be submitted to the Superintendent of Schools before November 1 of the year preceding that in which the retirement will take place, in order to allow for inclusion of the costs of the buyback in the School Department budget, and insure payment during the final year of service. In the event of the death of an employee who has accumulated over 100 days sick leave, payment of the buyback shall be paid to the employee's beneficiary or estate.

If notice is not given by November 1 and funds are not available in that fiscal year, payment will be deferred until the following July.

It is agreed that if any other bargaining unit in the town negotiates an improvement in the current Sick Leave Buyback formula, the parties will reopen the contract to negotiate on this issue.

ARTICLE XIX - Reimbursement for Injuries

Section 1: Employees who are on Workers' Compensation may, upon request, charge the difference between their compensation payments and their regular weekly salary against accumulated sick leave in accordance with the provisions of the Massachusetts General Laws Chapter 152, Section 69. If a question exists as to whether an employee is entitled to compensation under the Workers' Compensation Act, it is agreed that, pending resolution of said question, the employee may draw sick leave benefits. As a condition for said benefits, the employee shall enter into a written agreement with the School Committee, wherein he/she agrees to reimburse the School Committee for that portion of such payments as would be required by law in the event he/she receives Workers' Compensation benefits for said period.

Section 2: The Committee shall have the right to have such employees examined by a physician designated and paid by the Committee for the purpose of establishing the length of time during which the employee is temporarily disabled from performing his/her duties; and in the event that there is no adjudication of the disability period in the appropriate Worker's Compensation proceeding, the opinion of said physician as to the disability period shall control.

ARTICLE XX - Extended Leave of Absence

Section 1: A leave of absence, without pay, for any period of time not exceeding one (1) school year, may be granted by the Committee upon written request of any employee covered by this Agreement who has been employed a minimum of two (2) school years in the Natick Public Schools.

Applications for such leave must be for:

- (a) Professional improvement (i.e. study within the individual's education field or exchange teaching), or
- (b) Prolonged illness or recovery from injuries, or
- (c) Entrance upon extended military service,
- (d) Overseas teaching,
- (e) Participation in "ACTION" (Peace Corps and Vista).
- (f) Any other activity which would, in the opinion of the School Committee, is beneficial to the Natick Public Schools.
- (g) Career Exploration Leave.

Section 2:

(a) Applications for an extended leave of absence without pay must state the specific reasons therefor and should be submitted, at the earliest possible date, to the employee's administrative superior who will endorse his/her recommendation thereon and forthwith forward it to the Superintendent of Schools. Applications which are rejected will state the reasons therefor. If the reason for the requested extended leave of absence is due to prolonged illness or recovery from injuries, the application shall be supported by a physician's license setting forth the nature of the illness or injury and that the absence is

- medically necessary; and in such case the Committee may require the employee to undergo a physical examination by a physician designated and paid by the Committee.
- (b) Employees granted an extended leave of absence pursuant to this Article are expected to return to their employment in the Natick Public Schools and shall so notify the Superintendent no later than March 1; failure to do this will be considered as a resignation. There shall be no impairment of annual increment and sick leave benefits during the period of an extended leave of absence granted by the Committee.

ARTICLE XXI - Administrative Leave

Section 1: Administrative Leave will be granted to professional staff members in accordance with the following schedule:

Accident while performing duty	Up to 5 no loss of pay. To be repaid if the absence is for more than 20 days due to injury
College degree - to receive at college	1 no loss of pay
Court Summons:	No loss of pay
Transfer of house	1 no loss of pay
Raragyamant	5 no loss of new per incident

Bereavement 5 no loss of pay per incident

Immediate family* and anyone residing in same household with employee; as individual with whom the employee has a close personal relationship (equivalent to a family member). The final decision to approve leave based on the type of "close personal relationship" will not be subject to arbitration."

In the event of two deaths occurring within the immediate family* within a school year, additional days may be issued by the Superintendent upon the recommendation of the Principal.

Bereavement days must be consecutive immediately following or including the day of death, unless an exception is approved by the principal. (Holidays, vacations, or suspended sessions shall be considered school days under this provision.)

If additional time is required for bereavement, then a member may apply for additional bereavement time from the bereavement bank. The bereavement bank will include 5 days per school year for use across the district. Any unused days do not carry over to the following school year. Application for bereavement must be in writing to the Director of Human Resources within 21 calendar days of the death. The final decision will be made by the sick bank committee and will not be subject to arbitration.

Funeral	1 no loss of pay
• Friend	
 Niece, nephew, uncle, in-law, cousin, aunt, grandmother, grandfather, grandchild 	p-
 Retired educator (limited to principal and 1 representative) Educator (limited to principal and 3 educators) 	

In charge of funeral arrangements of a friend	1 no loss of pay
Graduation: member of immediate family* including niece and nephew	1 no loss of pay
Critical illness** of immediate family*, not exceeding five (5) school days in one (1) school year	5 no loss of pay
Critical illness** which requires the hospitalization of educator's child, spouse, or parent	5 no loss of pay
Critical illness** of anyone (non-immediate family) living in the same household as the employee, not exceeding three (3) school days in one (1) school year	3 no loss of pay

Religious Holiday

2 no loss of pay subject to the following:

For any religious holiday there will be a maximum limit of 5% school wide combined Unit A and B members allowed to take such day based on the order of such requests received.

Requests must be made by email to the principal copying the Director of Human Resources, beginning on the first contractual day of the school year for which it applies. No individual member of Unit A or B may take more than 2 of these days.

Ordination or entrance into religious orders: member of immediate family* including niece and nephew	1 no loss of pay
Wedding: Own and immediate family*	1 no loss of pay
Wedding: An individual with whom the employee has a close personal relationship (equivalent to a family member)". The final decision to approve leave based on the type of "close personal relationship" will not be subject to arbitration."	1 no loss of pay
Interview at college for admission of own child	1 no loss of pay
Parental leave: up to five days for the time a newly born or adopted child first joins the family	5 no loss of pay

Definitions:

Section 2: The number of days of absence for purposes of the above-described Administrative Leave shall not normally exceed eight (8) school days in any school year, except in the event of unusual circumstances, the School Committee or their designee will have the right to extend the number of days for any specified reason. In no case may absence for reasons enumerated as

^{*}Immediate Family is defined as parents, spouse, siblings, children, or the parents of spouse of the employee.

^{**}Critical illness means a life threatening condition, and may not be used for routine outpatient/day surgery or routine hospital stays where the relative's life is not threatened.

Administrative Leave be charged to Sick Leave.

The Superintendent may grant administrative leave, upon written request, under extenuating circumstances. The Superintendent's decision will not be subject to the grievance procedure.

Section 3: Personal Leave

In addition to the itemized Administrative Leave schedule above, one (1) day of personal leave may be granted for specific reasons, which could not effectively be conducted outside of school hours. Personal leave must be approved by the Principal, or in his/her absence the Vice Principal, and whenever possible, educators will give 72 hours notice to the principal and substitute coordinator (if a substitute is required) when planning to take an administrative or personal day. Approval must be obtained prior to taking the day to ensure the day will be paid. In no instance shall a personal leave be requested for the purpose of extending a holiday or a vacation.

Employees with an unused personal day at the end of a school year may carry that day into the following school year. In subsequent years, unused personal days will carry forward to the following school year. In no event may an employee have more than two personal days available to them in a single school year. Once the maximum of 2 personal days has been reached, additional unused personal days will be converted into sick days and added to the individual's sick leave accrual. At retirement, any unused personal days will roll over into sick leave accrual.

Section 4: Jury Duty

A member who is required to serve as a juror shall be entitled to receive the difference between the amount the member received for jury duty and the member's base salary for the first three (3) days of jury service. During the period of jury service, the member must report for work when her/his services as a juror are not required. Documentation must be provided to the Director of Human Resources indicating dates of service and compensation paid. As much advance notice as possible shall be given to the building principal of the possibility of the educator's absence for such duty."

ARTICLE XXII - Leave for Professional Activity

Section 1: Any day on which an employee is engaged in an activity under the direction of the Committee shall not be regarded as an absence, provided such business has been cleared through the Superintendent's office, e.g. (1) visiting days to another school; (2) professional conventions, conferences or meetings; (3) speaking engagements involving education.

Section 2: Educators and Administrators may be absent as representatives of the system to attend educational meetings and to serve in workshops, or committees, and as officers in state or national professional organizations without deduction of pay for a period determined by the Superintendent provided that prior approval has been secured from said Superintendent.

ARTICLE XXIII - Sabbatical Leave

Section 1: The Sabbatical Leave Policy shall be as specified in Chapter 71, Sections 41A and 41B of the General Laws of Massachusetts. "The school superintendent may grant a leave of absence for study or research to any educator, ...supervisor, director, school librarian, ...serving at discretion which would increase his professional ability, such leave to be for a period not exceeding one year at full or partial pay; provided, that prior to the granting of such leave he/she shall enter into a written agreement with the school committee that upon termination of such leave he/she will return to service in the public schools of such city or town for a period equal to twice the length of such leave and that, in default of completing such service, he/she will refund to the city or town an amount equal to such proportion of salary received by him/her while on leave as the amount of service not actually rendered as agreed bears to the whole amount of service agreed to be rendered."

The Superintendent shall also grant to an educator who has been accepted to serve in the Peace Corps of the United States and who is currently in good standing ... a leave of absence for the term of such service (MGL Ch.71, S41B).

Section 2: Sabbatical Leave is a leave of absence granted to employees by the Superintendent, and in his/her discretion, so that employees may engage in professional study or research for periods of one (1) full school year. Such leaves are granted to improve the quality of teaching thus increasing the benefits accruing to students and to the community-at-large.

Section 3:

- (a) To be eligible to make application for Sabbatical Leave, an employee must have a minimum of five (5) years of continuous employment in Natick in a position covered by this Agreement and must possess a master's degree, except that in extraordinary circumstances the master's degree requirement may be waived at the sole discretion of the Superintendent.
 - Employees may apply for such leave at any time after the completion of their first five (5) years of continuous employment.
- (b) The Superintendent may, subject to the existing regulations contained elsewhere in this article, grant the following leaves of absence with pay:
 - 2 full years at 75% to 100% salary OR 1 full year at 75% to 100% salary AND 2 half years at 37.5% to 50% salary Mini-Sabbaticals at 100% salary

The monies granted within the above percent range will be determined by the Superintendent.

No more than one employee from a single department may be granted such leave at any

particular time. An employee from any department will not be granted a Sabbatical Leave if the same department had an applicant granted Sabbatical Leave, the preceding year.

- 1. The Superintendent may also grant "Mini-Sabbaticals" of varied times to a number of employees so that the total time of such "Mini-Sabbaticals" will not exceed one full year (180 days).
- 2. To be eligible for a "Mini-Sabbatical" employee must have achieved professional teacher status in the Natick Public School System. An employee may apply for a "Mini-Sabbatical" any time after achieving professional teacher status. Any person requesting a Sabbatical Leave may seek the assistance of the EAN's P R & R Committee in suggesting the percentage to be negotiated.

All applications for a "Mini-Sabbatical" Leave must be filed with the Principal of the building, or in the case of specialists, their immediate supervisor. The Principal, Assistant Principal, the Director of Human Resources and the Assistant Superintendent for Curriculum shall endorse it with their recommendations, and forward it to the Superintendent not later than ten (10) school days after the receipt of the "Mini-Sabbatical" application. (Where applicable, the review process will include Directors.)

The Superintendent will then endorse his/her recommendations, together with the reasons therefore and notify the applicant of his/her decision.

(c) All applications for Sabbatical Leave must be filed with the Principal of the building or, in the case of specialists, their immediate supervisor, not later than January 1 of the school year prior to that during which the leave is requested. The Principal, Assistant Principal, the Director of Human Resources, and the Assistant Superintendent for Curriculum shall endorse it with their recommendations, and forward it to the Superintendent not later than February 1. (Where appropriate, the process of review will include Directors.)

The Superintendent will then endorse his/her recommendations, together with the reasons therefore and will then notify the applicant of his/her decision not later than the last day of February.

Section 4: In the event the number of applications received exceeds a total of three (3) in number, the applications will be evaluated upon the following factors:

- (a) Education value of the proposed project to the Natick School System;
- (b) The quality of past performance of the employee in the Natick School System;
- (c) Length of service in the Natick School System.

Section 5: Applicants for Sabbatical Leave shall, as a condition precedent to granting thereof, agree in writing to return to employment in the Natick Public Schools for a period equal to twice the length of the Sabbatical Leave commencing with the school year immediately following the

termination of the Sabbatical Leave. The applicant also shall sign a contract that, in the event the employee does not fulfill this obligation, he/she shall refund to the Town of Natick such proportion of the salary paid during the sabbatical period as the unexpired portion of such obligation shall bear to the said period unless for reasons totally beyond control of the educator involved by death or inability to perform his/her duties due to physical or mental incapacitation, then reimbursement shall not be required.

Money to be refunded to the Town of Natick may be paid in budgetary payments subject to mutual agreement of the individual and the Superintendent.

Section 6: In addition to the salary set forth in Section b, all employees on a full year, half year, or "Mini-Sabbatical" will continue to receive all benefits such as professional teacher status, retirement, sick leave, Group Health and other insurance benefits.

ARTICLE XXIV - Military Leave

Section 1: Any employee covered by this Agreement who is a member of a state or national reserve component of the Armed Forces shall be entitled to a maximum of seventeen (17) days military leave to serve with said component during a school year so long as the employee furnishes to the Committee evidence that he/she is required to perform such duty during the school year.

Section 2: The Committee shall pay to an employee on military leave an amount equal to the difference between his/her state or national reserve pay and his/her regular school salary in the event such state or national reserve pay is less than his/her regular school salary.

Section 3: Whether or not an employee is entitled to compensation as provided in Section 2 of this Article, military leave shall not be charged against any other type of leave provided by the Committee or this Agreement.

ARTICLE XXV - Maternity/Adoption Leave

Section 1: Notice of Leave

Staff members should schedule a meeting with the Director of Human Resources by the beginning of the 7th month of pregnancy. In the case of adoption, leave will commence for either parent when the child enters the home or when the adoption process (for example, travel requirements) makes an earlier beginning desirable. Adoptive parents will provide the employer with as much notice as possible when they are aware of the date of adoption.

Section 2: Statutory Leave

A professional staff member who is pregnant may remain in her position until the conclusion of her pregnancy. Maternity leave begins for a professional staff member on the child's day of birth and continues for up to 56 consecutive calendar days (8 weeks) that include weekends, holidays, summer vacation days, and snow days. The professional staff member must notify the Director

of Human Resources of her delivery date within two weeks following the birth. The professional staff member may use her own sick days to receive pay during her eight weeks of maternity leave and these days are deducted from her sick accumulation. She will also continue to receive all her normal health benefits.

If, for medical reasons, more than the 56 consecutive days (8 weeks) of sick leave are required, the professional staff member must provide the Director of Human Resources with medical documentation prior to the end of her original maternity leave. Those days of leave which are work days will be deducted from the professional staff member's accumulated sick days. In such a case, the professional staff member is still entitled to a full maternity leave as provided under the FMLA.

A professional staff member may choose to take an 8 week leave as provided under MGL Ch 149, Section 105D or a 12 week leave provided for under the Family and Medical Leave Act of 1993 (FMLA). * FMLA leave and the MGL Ch 149 maternity leave described above run concurrently. The professional staff member is not paid for any work days that occur after 8 weeks from the date of delivery. Sick leave, FMLA leave and MGL Ch 149 leave all run concurrently. At the conclusion of her 12-week FMLA leave, she will also be responsible for paying to the town her share of health insurance, which would normally have been deducted from her paycheck. The professional staff member should contact the Benefits Coordinator (X6411) to arrange payment of any insurance amount due.

Professional staff members who utilize above-mentioned maternity leave(s) shall retain professional status and seniority rights, which would otherwise be theirs if they were actively employed in the system during that period, however, a staff member who is off payroll for more than 22 days will not receive PTS credit for that year (per the Fortunato decision).

Section 3: Adoption Leave

After one year of service as a member of this bargaining unit, an employee who adopts a child will be eligible for up to ten working days of paid leave. Such paid leave will be recorded as follows: Up to 5 days will be deducted from the employee's sick leave accumulation and up to 5 days will be recorded as parental leave (see Article XII, Section 1) The two weeks of leave may be taken prior to the day the child enters the home, and/or up to one year thereafter. Part-time employees will be eligible for such leave on a pro-rata basis. Under extenuating circumstances, and upon written request, the Superintendent may grant an additional two days of administrative leave for adoption-related obligations.

Section 4: Extended Leave

In the event the member of the unit desires a leave without pay longer than the eight (8) weeks or twelve (12) weeks provided by statute, the procedure listed below shall be followed for a birth or adoption:

Adoption leaves shall begin as described in Section 2.

Such leaves in the case of an educator without professional teacher status will expire on the September 1 following the birth or adoption the arrival at home, of the child (or on the subsequent September 1 if the birth or for adoption the arrival at home occurs after June 30). In the case of an educator with professional teacher status such leave will expire on the September 1 of the first or second year following the birth of the child, or for adoption, the arrival at home.

Section 5: Notice of Return

Professional staff members desiring to return by August of any school year shall notify the director of Human Resources in writing of such intent on or before the preceding March 1. Failure to comply with this requirement will be considered a resignation.

(* The Family Medical Leave Act (FMLA) requires employers to grant eligible employees up to twelve (12) weeks of unpaid leave per twelve (12) month period.) Prior to returning, a doctor's certificate of good health must be presented upon request.

Section 6: Conclusion of Pregnancy

In the event of the conclusion of a pregnancy, the member of the unit may make written application for reinstatement prior to the previously established date for the termination of the leave. Such application shall be accompanied by a physician's statement of good health. Such reinstatement may be granted by the Superintendent in the case of an acceptable vacancy.

Section 7: Salary Advancement

Upon returning, the educator shall receive the normal salary increment, provided that s/he had completed at least 91 days at her/his present position. An educator who worked less than 91 days in the school year will not be eligible for such an increase.

He/she will be assigned to any school where a vacancy exists for which he/she is qualified and licensed. Every reasonable effort will be made to return the educator to his/her former or comparable position.

ARTICLE XXVI - Group Life Insurance

The Group Life Insurance coverage in existence on the effective date of this Agreement as described on the <u>Town of Natick Employee Benefits webpage</u>, shall be continued throughout the term of this Agreement.

ARTICLE XXVII - Group Health Insurance

See MOA in Appendix B.

ARTICLE XXVIII - Political Contributions

The School Committee accepts the provisions of G.L. c.180, Section 17I. Employees may authorize the School Committee to deduct from their salary a contribution to Voice of Teachers

for Education in an amount which the employee shall specify in writing. The Committee will certify on the payroll the amount to be deducted by the treasurer. Such amounts shall be transmitted to the VOTE NEA-PAC holding account within thirty days.

ARTICLE XXIX - Educational Development

Section 1: An Advisory Committee appointed by The EAN will confer with the Administration, a subcommittee of the School Committee for the purpose of making recommendations on all areas of education. These conferences will be held on a bi-monthly basis except during summer vacation.

A Curriculum Committee will be established to advise the Assistant Superintendent for Curriculum, Instruction and Assessment on issues related to the planning and implementation of the district strategic plan. One educator from each elementary school, 2 from each middle school, 3 from the high school, one special educator, one special subject teacher and one teacher from Alternative Ed/ELL will be selected by respective staff. Nominees and volunteers from each building or group will be placed on a ballot and the staff will vote on their representative to serve for a one or two year term. At its first meeting, the Committee will determine which members will serve a two year term and which members will serve a one year term so that turnover at the end of each year is limited.

A Professional Development to advise Assistant Superintendent for Curriculum, Instruction and Assessment on issues related to professional development; mini university, outside professional development offerings and district release time. One teacher from each elementary school, 2 from each middle school, 3 from the high school, one special educator, one special subject teacher and one teacher from alternative ed/ELL will be selected by respective staff. Nominees and volunteers from each building or group will be placed on a ballot and the staff will vote on their representative to serve for a one or two year term. At its first meeting, the Committee will determine which members will serve a two year term and which members will serve a one year term so that turnover at the end of each year is limited.

Meetings of the Curriculum Committee and the Professional Development Committee will be suspended for school years 2010-12.

ARTICLE XXX - Communications

Section 1: Section 1: The School Committee agrees to provide the Association with the School Committee agenda prior to regular meetings. School Committee meetings will always have a placeholder for the EAN/teacher concerns on their agenda.

Section 2: New curriculum initiatives are communicated under the provisions of Article XII, Section 15 Introduction of New Initiatives.

ARTICLE XXXI - Job Sharing

The Natick School Committee and the EAN agree that the opportunity for job sharing exists in all schools and can be a beneficial arrangement for students, administrators and educators.

ARTICLE XXXII - Amendment

Section 1: This Agreement constitutes the entire Agreement between the parties and shall not be altered, amended or changed except in writing and shall be signed by both the School Committee and the Association, or their designees. Any such changes shall be appended hereto and become a part hereof and shall be signed in a manner similar to this original Agreement.

ARTICLE XXXIII - Severability

Should any final decision of any court of competent jurisdiction affect any practice or provision of this Agreement, only the practice or provision so affected shall become null and void, otherwise, all other provisions or practices under this Agreement shall remain in full force and effect.

ARTICLE XXXIV - Copies of Agreement

Section 1: The Association will be given a clean copy of the signed Agreement.

Section 2: Whenever it becomes necessary for any reason to furnish copies of this Agreement to any bargaining unit employee, the Association shall be responsible for preparation, reproduction and distribution of such copies, including the expenditure of all labor and costs for such purpose.

ARTICLE XXXV - Duration

Section 1: This Agreement shall become effective on August 1, 2019 and shall continue in effect until and including July 31, 2020.

Section 2: Negotiations for terms of an Agreement to be effective August 1, 2019 shall start within two weeks after the exchange of proposals but in any event not later than December 1, 2018.

Section 3: None of the provisions contained in this Article shall prevent the parties by written agreement, from extending any portion or all of this Agreement (at any time after notice to terminate or modify is given) for any agreed-upon period beyond its expiration date. IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives on the 18th day of August, 2019.

SCHOOL COMMITTEE OF NATICK, MASSACHUSETTS

Donna McKasye

Donna Makenzie

McMy

Julie McDonough

EDUCATION ASSOCIATION OF NATICK

Beth Altchek

Beth Altchek

Jefferson Wood

Kristen McEnaney

APPENDIX A - Teacher and Caseload Educator Evaluation System

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1) Purpose of Educator Evaluation

- A) This contract language is locally negotiated and based on M.G.L., c.71, § 38; M.G.L. c.150E; the Educator Evaluation regulations, 603 CMR 35.00 et seq.; and the Model System for Educator Evaluation developed and which may be updated from time to time by the Department of Elementary and Secondary Education. See 603 CMR 35.02 (definition of model system). In the event of a conflict between this collective bargaining agreement and the governing laws and regulations, the laws and regulations will prevail.
- B) The regulatory purposes of evaluation are:
 - i) To promote student learning, growth, and achievement by providing Educators with feedback for improvement, enhanced opportunities for professional growth, and clear structures for accountability, 603 CMR 35.01(2)(a);
 - ii) To provide a record of facts and assessments for personnel decisions, 35.01(2)(b);
 - To ensure that every school committee has a system to enhance the professionalism and accountability of teachers and administrators that will enable them to assist all students to perform at high levels, 35.01(3); and
 - iv) To assure effective teaching and administrative leadership, 35.01(3).

2) Definitions (* indicates definition is generally based on 603 CMR 35.02)

- A) *Artifacts of Professional Practice: Products of an Educator's work and student work samples that demonstrate the Educator's knowledge and skills with respect to specific performance standards.
- B) Caseload Educator: Educators who teach or counsel individual or small groups of students through consultation with the regular classroom teacher, for example, school nurses, guidance counselors, school adjustment counselors, social workers, speech and language pathologists, and some reading specialists and special education teachers.
- C) Classroom teacher: Educators who teach preK-12 whole classes, and teachers of special subjects such as art, music, library, and physical education. May also include special education teachers and reading specialists who teach whole classes.
- D) Categories of Evidence: Multiple measures of student learning, growth, and achievement, judgments based on observations and artifacts of professional practice, including unannounced observations of practice of any duration; and additional evidence relevant to one or more Standards of Effective Teaching Practice (603 CMR 35.03).
- *District-determined Measures: Measures of student learning, growth and achievement related to the Massachusetts Curriculum Frameworks, Massachusetts Vocational Technical Education Frameworks, or other relevant frameworks, that are comparable across grade or subject level district-wide. These measures may include, but shall not be limited to: portfolios approved commercial assessments and district-developed pre and post unit and course assessments, and capstone

projects.

- F) *Educator(s): Inclusive term that applies to all classroom teachers and caseload educators, unless otherwise noted.
- *Educator Plan: The growth or improvement actions identified as part of each Educator's evaluation. The type of plan is determined by the Educator's career stage, overall performance rating, and the rating of impact on student learning, growth and achievement. There shall be four types of Educator Plans:
 - i) Developing Educator Plan shall mean a plan developed by the Educator and the Evaluator for one school year or less for an Educator without Professional Teacher Status (PTS); or, at the discretion of an Evaluator, for an Educator with PTS in a new assignment.
 - ii) Self-Directed Growth Plan shall mean a plan developed by the Educator for one or two school years for Educators with PTS who are rated proficient or exemplary. The first year of implementation all PTS teachers will be on a two year self-directed growth plan.
 - iii) Directed Growth Plan shall mean a plan developed by the Educator and the Evaluator of one school year or less for Educators with PTS who are rated needs improvement.
 - iv) Improvement Plan shall mean a plan developed by the Evaluator of at least 60 school days and no more than one school year for Educators with PTS who are rated unsatisfactory with goals specific to improving the Educator's unsatisfactory performance. In those cases where an Educator is rated unsatisfactory near the close of a school year, the plan may include activities during the summer preceding the next school year.
- H) *ESE: The Massachusetts Department of Elementary and Secondary Education.
- 1) *Evaluation: The ongoing process of defining goals and identifying, gathering, and using information as part of a process to improve professional performance (the "formative evaluation" and "formative assessment") and to assess total job effectiveness and make personnel decisions (the "summative evaluation").
- The supervisory responsibility for observation and evaluation. The superintendent is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation. Each Educator will have one primary Evaluator at any one time responsible for determining performance ratings.
 - i) Primary Evaluator shall be the person who determines the Educator's performance ratings and evaluation.
 - ii) Supervising Evaluator shall be the person responsible for developing the Educator Plan, supervising the Educator's progress through formative assessments, evaluating the Educator's progress toward attaining the Educator Plan goals, and making recommendations about the evaluation ratings to the primary Evaluator at the end of the Educator Plan. The Supervising Evaluator may be the primary Evaluator or his/her designee.
 - iii) Teaching Staff Assigned to More Than One Building: Each Educator who is assigned to more than one building will be evaluated by the appropriate

- administrator where the individual is assigned most of the time. The principal of each building in which the Educator serves must review and sign the evaluation, and may add written comments. In cases where there is no predominate assignment, the superintendent will determine who the primary evaluator will be.
- iv) Notification: The Educator shall be notified in writing of his/her primary Evaluator and supervising Evaluator, if any, at the outset of each new evaluation cycle. The Evaluator(s) may be changed upon notification in writing to the Educator.
- K) Evaluation Cycle: A five-component process that all Educators follow consisting of 1) Self-Assessment; 2) Goal-setting and Educator Plan development; 3) Implementation of the Plan; 4) Formative Assessment/Evaluation; and 5) Summative Evaluation.
- L) *Experienced Educator: An educator with Professional Teacher Status (PTS).
- M) *Family: Includes students' parents, legal guardians, foster parents, or primary caregivers.
- N) *Formative Assessment: The process used to assess progress towards attaining goals set forth in Educator plans, performance on standards, or both. This process may take place at any time(s) during the cycle of evaluation, but typically takes place at mid-cycle. For an Educator on a two-year Self-Directed Growth Plan, the mid-cycle Formative Assessment report is replaced by the Formative Evaluation report at the end of year one. See section 13, below.
- O) *Formative Evaluation: An evaluation conducted at the end of Year 1 for an Educator on a 2-year Self-Directed Growth plan which is used to arrive at a rating on progress towards attaining the goals set forth in the Educator Plan, performance on Standards and Indicators of Effective Teaching Practice, or both.
- P) *Goal: A specific, actionable, and measurable area of improvement as set forth in an Educator's plan. A goal may pertain to any or all of the following: Educator practice in relation to Performance Standards, Educator practice in relation to indicators, or specified improvement in student learning, growth and achievement. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the same role.
- Q) *Measurable: That which can be classified or estimated in relation to a scale, rubric, or standards.
- R) Multiple Measures of Student Learning: Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments, if state assessments are available, and student MEPA gain scores. This definition may be revised as required by regulations or agreement of the parties upon issuance of ESE guidance expected by July 2012.
- S) *Observation: A data gathering process that includes notes and judgments made during one or more classroom or worksite visits(s) of any duration by the Evaluator and may include examination of artifacts of practice including student work. An observation may occur in person or through video. Video observations will be done openly and with knowledge of the Educator. The parties agree to

bargain the protocols of video observations should either party wish to adopt such practice. Classroom or worksite observations conducted pursuant to this article must result in feedback to the Educator. Normal supervisory responsibilities of department, building and district administrators will also cause administrators to drop in on classes and other activities in the worksite at various times as deemed necessary by the administrator. Carrying out these supervisory responsibilities, when they do not result in targeted and constructive feedback to the Educator, are not observations as defined in this Article.

- T) Parties: The parties to this agreement are the Natick School Committee and The Education Association of Natick that represents the Educators covered by this agreement for purposes of collective bargaining.
- U) *Performance Rating: Describes the Educator's performance on each performance standard and overall. There shall be four performance ratings:
 - Exemplary: the Educator's performance consistently and significantly exceeds the requirements of a standard or overall. The rating of exemplary on a standard indicates that practice significantly exceeds proficient and could serve as a model of practice on that standard district-wide.
 - Proficient: the Educator's performance fully and consistently meets the requirements of a standard or overall. Proficient practice is understood to be fully satisfactory.
 - Needs Improvement: the Educator's performance on a standard or overall is below the requirements of a standard or overall, but is not considered to be unsatisfactory at this time. Improvement is necessary and expected.
 - Unsatisfactory: the Educator's performance on a standard or overall has not significantly improved following a rating of needs improvement, or the Educator's performance is consistently below the requirements of a standard or overall and is considered inadequate, or both.
- V) *Performance Standards: Locally developed standards and indicators pursuant to M.G.L. c. 71, § 38 and consistent with, and supplemental to 603 CMR 35.00. The parties may agree to limit standards and indicators to those set forth in 603 CMR 35.03.
- W) *Professional Teacher Status: PTS is the status granted to an Educator pursuant to M.G.L. c. 71, § 41.
- X) Rating of Educator Impact on Student Learning: A rating of high, moderate or low based on trends and patterns on state assessments and district-determined measures. The parties will negotiate the process for using state and district-determined measures to arrive at an Educator's rating of impact on student learning, growth and achievement, using guidance and model contract language from ESE, expected by July 2012.
- Y) Rating of Overall Educator Performance: The Educator's overall performance rating is based on the Evaluator's professional judgment and examination of evidence of the Educator's performance against the four Performance Standards and the Educator's attainment of goals set forth in the Educator Plan, as follows:
 - i) Standard 1: Curriculum, Planning and Assessment

- ii) Standard 2: Teaching All Students
- iii) Standard 3: Family and Community Engagement
- iv) Standard 4: Professional Culture
- v) Attainment of Professional Practice Goal(s)
- vi) Attainment of Student Learning Goal(s)

To have an overall evaluation rating of proficient a teacher must:

- be proficient on standards I and II and
- be proficient on standards III or IV and
- be at least needs improvement on the remaining standard

It is understood that in a case in which a teacher has a needs improvement on either standard III or IV that the principal may require the teacher to have their performance goal in that area. If that performance goal is not achieved by the end of year one then the evaluator may change the overall rating to needs improvement.

- *Rubric: A scoring tool that describes characteristics of practice or artifacts at different levels of performance. The rubrics for Standards and Indicators of Effective Teaching Practice are used to rate Educators on Performance Standards, these rubrics consists of:
 - i) Standards: Describes broad categories of professional practice, including those required in 603 CMR 35.03
 - ii) Indicators: Describes aspects of each standard, including those required in 603 CMR 35.03
 - iii) Elements: Defines the individual components under each indicator
 - iv) Descriptors: Describes practice at four levels of performance for each element
- *Summative Evaluation: An evaluation used to arrive at a rating on each standard, an overall rating, and as a basis to make personnel decisions. The summative evaluation includes the Evaluator's judgments of the Educator's performance against Performance Standards, the Educator's attainment of goals set forth in the Educator's Plan and the Educator's impact on student learning.
- BB) *Superintendent: The person employed by the school committee pursuant to M.G.L. c. 71 §59 and §59A. The superintendent is responsible for the implementation of 603 CMR 35.00.
- *Teacher: An Educator employed in a position requiring a certificate or license as described in 603 CMR 7.04(3)(a, b, and d) and in the area of vocational education as provided in 603 CMR 4.00. Teachers may include, for example, classroom teachers, librarians, guidance counselors, or school nurses.
- DD) *Trends in student learning: At least two years of data from the district-determined measures and state assessments used in determining the Educator's rating on impact on student learning as high, moderate or low.
- 3) Evidence Used In Evaluation
 The following categories of evidence shall be used in evaluating each Educator:

- A) Multiple measures of student learning, growth, and achievement, which shall include:
 - i) Measures of student progress on classroom assessments that are aligned with the Massachusetts Curriculum Frameworks or other relevant frameworks and are comparable within grades or subjects in a school;
 - ii) At least two district-determined measures of student learning related to the Massachusetts Curriculum Frameworks or the Massachusetts Vocational Technical Education Frameworks or other relevant frameworks that are comparable across grades and/or subjects district-wide. These measures may include: portfolios, approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects. One such measure shall be the MCAS Student Growth Percentile (SGP) or Massachusetts English Proficiency Assessment gain scores, if applicable, in which case at least two years of data is required.
 - iii) Measures of student progress and/or achievement toward student learning goals set between the Educator and Evaluator for the school year or some other period of time established in the Educator Plan.
 - iv) For Educators whose primary role is not as a classroom teacher, the appropriate measures of the Educator's contribution to student learning, growth, and achievement set by the district. The measures set by the district should be based on the Educator's role and responsibility.
- B) Judgments based on observations and artifacts of practice including:
 - i) Unannounced observations of practice of any duration.
 - ii) Announced observation(s) for non-PTS Educators in their first year of practice in a school, Educators on Improvement Plans, and as determined by the Evaluator.
 - iii) Examination of Educator work products.
 - iv) Examination of student work samples.
- C) Evidence relevant to one or more Performance Standards, including but not limited to:
 - i) Evidence compiled and presented by the Educator, including:
 - I. Evidence of fulfillment of professional responsibilities and growth such as self-assessments, peer collaboration, professional development linked to goals in the Educator plans, contributions to the school community and professional culture;
 - II. Evidence of active outreach to and engagement with families;
 - ii) Evidence of progress towards professional practice goal(s);
 - iii) Evidence of progress toward student learning outcomes goal(s).
 - iv) Student and Staff Feedback see # 23-24, below; and
 - v) Any other relevant evidence from any source that the Evaluator shares with the Educator. Other relevant evidence could include information provided by other administrators such as the superintendent.

4) Rubric

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

5) Evaluation Cycle: Training

- A) Prior to the implementation of the new evaluation process contained in this article, districts shall arrange training for all Educators, principals, and other evaluators that outlines the components of the new evaluation process and provides an explanation of the evaluation cycle. The district through the superintendent shall determine the type and quality of training based on guidance provided by ESE.
- B) By November 1st of the first year of this agreement, all Educators shall complete a professional learning activity about self-assessment and goal-setting satisfactory to the superintendent or principal. Any Educator hired after the November 1st date, and who has not previously completed such an activity, shall complete such a professional learning activity about self-assessment and goal-setting within three months of the date of hire. The district through the superintendent shall determine the type and quality of the learning activity based on guidance provided by ESE.

6) Evaluation Cycle: Annual Orientation

- A) At the start of each school year, the superintendent, principal or designee shall conduct a meeting for Educators and Evaluators focused substantially on educator evaluation. The superintendent, principal or designee shall:
 - i) Provide an overview of the evaluation process, including goal setting and the educator plans.
 - ii) Provide all Educators with directions for obtaining a copy of the forms used by the district. These may be electronically provided.
 - iii) The faculty meeting may be digitally recorded to facilitate orientation of Educators hired after the beginning of the school year.

7) Evaluation Cycle: Self-Assessment

- A) Completing the Self-Assessment
 - i. The evaluation cycle begins with the Educator completing and submitting to the Primary Evaluator a self-assessment by October 1st or within four weeks of the start of their employment at the school. In some circumstances the educator will be told to submit the self-assessment to the Supervising Evaluator.
 - ii. The self-assessment includes:
 - I. An analysis of evidence of student learning, growth and achievement for students under the Educator's responsibility. This item will go into effect with the self assessments completed for September 2013.
 - II. An assessment of practice against each of the four Performance Standards of effective practice using the district's rubric.

- III. Proposed goals to pursue:
 - (1) At least one goal directly related to improving the Educator's own professional practice.
 - (2) At least one goal directed related to improving student learning.
 - (3) No teacher will be required to have more than two goals unless it is for an area that needs improvement

B) Proposing the goals

- i) Educators must consider goals for grade-level, subject-area, department teams, or other groups of Educators who share responsibility for student learning and results, except as provided in (ii) below. Educators may meet with teams to consider establishing team goals. Evaluators may participate in such meetings.
- ii) For Educators in their first year of practice in teaching (not just in Natick), the Evaluator or his/her designee will meet with each Educator by October 1st (or within four weeks of the Educator's first day of employment if the Educator begins employment after September 15th) to assist the Educator in completing the self-assessment and drafting the professional practice and student learning goals which must include induction and mentoring activities.
- iii) Unless the Evaluator indicates that an Educator in his/her second or third years of practice should continue to address induction and mentoring goals pursuant to 603 CMR 7.12, the Educator may address shared grade level or subject area team goals.
- iv) For Educators with PTS and ratings of proficient or exemplary, the goals may be team goals. In addition, these Educators may include individual professional practice goals that address enhancing skills that enable the Educator to share proficient practices with colleagues or develop leadership skills.
- v) For Educators with PTS and ratings of needs improvement or unsatisfactory, the professional practice goal(s) must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject area team goals.

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

- A) Every Educator has an Educator Plan that includes, but is not limited to, one goal related to the improvement of practice; one goal for the improvement of student learning. The Plan also outlines actions the Educator must take to attain the goals established in the Plan and benchmarks to assess progress. Goals may be developed by individual Educators, by teams, departments, or groups of Educators who have the similar roles and/or responsibilities and approved by the evaluator. See Sections 15-19 for more on Educator Plans.
- B) The goal directly related to improving the Educator's own professional practice will based on

- The self assessment completed by the Educator
- The previous evaluation by the evaluator

The goal directly related to improving student learning will be based on Impact on student learning, growth and achievement. The process for determining the Educator's impact on student learning, growth and achievement will be determined after ESE issues guidance on this matter. See #22, below.

- C) Educator Plan Development Meetings shall be conducted as follows:
 - Educators in the same school may meet with the Evaluator in teams and/or individually at the end of the previous evaluation cycle or by October 15th of the next academic year to develop their Educator Plan. Educators shall not be expected to meet during the summer hiatus.
 - ii) For those Educators new to the school, the meeting with the Evaluator to establish the Educator Plan must occur by October 15th or within six weeks of the start of their assignment in that school
 - iii) The Evaluator shall meet individually with Educators with PTS and ratings of needs improvement or unsatisfactory to develop professional practice goal(s) that must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject matter goals.
- D) The Evaluator completes the Educator Plan by November 1st. The Educator shall sign the Educator Plan within 5 school days of its receipt and may include a written response. The Educator's signature indicates that the Educator received the plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents. The Evaluator retains final authority over the content of the Educator's Plan.
- 9) Evaluation Cycle: Observation of Practice and Examination of Artifacts Educators without PTS
 - A) In the first year of practice or first year assigned to a school:
 - i) The Educator shall have at least one announced observation during the school year using the protocol described in section 11B, below.
 - ii) The Educator shall have at least four unannounced observations during the school year.
 - B) In their second of practice or second year as a non-PTS Educator in the school:
 - I. The Educator shall have at least one announced partial classroom visitation during the school year. The pre-conference will be at the option of the evaluator. The teacher can be required to provide a lesson plan or , the Educator may inform the Evaluator in writing of the nature of the lesson, the student population served, and any other information that will assist the Evaluator to assess performance
 - ii) The Educator shall have at least three unannounced observations during the school year.
 - C) In their third years of practice third years as a non-PTS Educator in the school:
 - i) The Educator shall have at least three unannounced observations during

the school year.

- 10) Evaluation Cycle: Observation of Practice and Examination of Artifacts Educators with PTS
 - A) The Educator whose overall rating is proficient or exemplary must have at least one unannounced observation during the two year evaluation cycle.
 - B) The Educator whose overall rating is needs improvement must be observed according to the Directed Growth Plan during the period of Plan which must include at least two unannounced observations.
 - C) The Educator whose overall rating is unsatisfactory must be observed according to the Improvement Plan which must include both unannounced and announced observation. The number and frequency of the observations shall be determined by the Evaluator, but in no case, for improvement plans of one year, shall there be fewer than one announced and four unannounced observations. For Improvement Plans of six months or fewer, there must be no fewer than one announced and two unannounced observations.

11) Observations

The Evaluator's first observation of the Educators on a one year cycle should take place by December 1. Observations required by the Educator Plan should be completed by May 15th. The Evaluator may conduct additional observations after this date.

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

- A) Unannounced Observations
 - i) Unannounced observations may be in the form of partial or full-period classroom visitations or any other means deemed useful by the Evaluator, principal, superintendent or other administrator.
 - ii) The Educator will be provided with written feedback in the agreed upon format from the Evaluator within 5 school days of the observation. The written feedback shall be delivered to the Educator in person, by email, placed in the Educator's mailbox or mailed to the Educator's home.
 - Any observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement for the first time must be followed by at least one observation of at least 30 minutes in duration within 30 school days.
- B) Announced Observations
 - i) All non-PTS Educators in their first year in the school, PTS Educators on Improvement Plans and other educators at the discretion of the evaluator shall have at least one Announced Observation.
 - a) The Evaluator shall select the date and time of the lesson or activity to be observed and discuss with the Educator any specific goal(s) for the observation. The evaluator will provide the teacher with at least two school days notice of the date and time of the announced observation.

- b) Within 5 school days of the scheduled observation, upon request of either the Evaluator or Educator, the Evaluator and Educator shall meet for a pre-observation conference. In lieu of a meeting, the Educator may inform the Evaluator in writing of the nature of the lesson, the student population served, and any other information that will assist the Evaluator to assess performance
 - (1) The Educator shall provide the Evaluator a draft of the lesson, student conference, IEP plan or activity. If the actual plan is different, the Educator will provide the Evaluator with a copy prior to the observation.
 - (2) The Educator will be notified as soon as possible if the Evaluator will not be able to attend the scheduled observation. The observation will be rescheduled with the Educator as soon as reasonably practical.
- c) Within 5 school days of the observation, the Evaluator and Educator shall meet for a post-observation conference. This timeframe may be extended due to unavailability on the part of either the Evaluator or the Educator, but shall be rescheduled within 24 hours if possible.
- d) The Evaluator shall provide the Educator with written feedback using the agreed upon format within 5 school days of the post-observation conference. For any standard where the Educator's practice was found to be unsatisfactory or needs improvement, the feedback must:
 - (1) Describe the basis for the Evaluator's judgment.
 - (2) Describe actions the Educator should take to improve his/her performance.
 - (3) Identify support and/or resources the Educator may use in his/her improvement.
 - (4) State that the Educator is responsible for addressing the need for improvement.

12) Evaluation Cycle: Formative Assessment

- A) A specific purpose for evaluation is to promote student learning, growth and achievement by providing Educators with feedback for improvement. Evaluators are expected to make frequent unannounced visits to classrooms. Evaluators are expected to give targeted constructive feedback to Educators based on their observations of practice, examination of artifacts, and analysis of multiple measures of student learning, growth and achievement in relation to the Standards and Indicators of Effective Teaching Practice.
- B) Formative Assessment may be ongoing throughout the evaluation cycle but the Formative Assessment report will be completed no later than February 1. For an Educator on a two-year Self-Directed Growth Plan, the mid-cycle Formative Assessment report is replaced by the Formative Evaluation report which will be

- completed no later than June 1. See section 13, below.
- C) The Formative Assessment or Formative Evaluation report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall, or both.
- D) The evaluator will provide the teacher with three weeks notice of the Formative Assessment report date. No less than two weeks before the due date for the Formative Assessment report, which due date shall be established by the Evaluator with written notice to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may provide to the evaluator additional evidence of the educator's performances against the four Performance Standards.
- E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Assessment Report.
- F) The Evaluator shall complete the Formative Assessment report and provide a copy to the Educator. All Formative Assessment reports must be signed by the Evaluator and delivered face-to-face, by email or to the Educator's school mailbox or home.
- G) The Educator may reply in writing to the Formative Assessment report within 5 school days of receiving the report.
- H) The Educator shall sign the Formative Assessment report within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Assessment report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- I) As a result of the Formative Assessment Report, the Evaluator may change the planned activities in the Educator Plan.
- J) If the rating in the Formative Assessment report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating. The evaluator will produce the plan and meet with the educator to review the plan within 10 school days of having provided the educator with the formative assessment.
- 13) Evaluation Cycle: Formative Evaluation for Two Year Self-Directed Plans Only
 - A) Educators on two year Self-Directed Growth Educator Plans receive a Formative Evaluation report near the end of the first year of the two year cycle. The Educator's performance rating for that year shall be assumed to be the same as the previous summative rating unless evidence demonstrates a significant change in performance in which case the rating on the performance standards may change, and the Evaluator may place the Educator on a different Educator plan, appropriate to the new rating. The evaluator will produce the plan and meet with the educator to review the plan within 10 school days of having provided the educator with the formative assessment.

- B) The Formative Evaluation report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on each performance standard and overall, or both.
- C) The evaluator will provide the teacher with three weeks notice of the Formative Evaluation report date. No less than two weeks before the due date for the Formative Evaluation report, which due date shall be established by the Evaluator with written notice to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may provide to the evaluator additional evidence of the educator's performances against the four Performance Standards.
- D) The Evaluator shall complete the Formative Evaluation report and provide a copy to the Educator. All Formative Evaluation reports must be signed by the Evaluator and delivered face-to-face, by email or to the Educator's school mailbox or home.
- E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Evaluation Report.
- F) The Educator may reply in writing to the Formative Evaluation report within 5 school days of receiving the report.
- G) The Educator shall sign the Formative Evaluation report within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- H) As a result of the Formative Evaluation report, the Evaluator may change the planned activities in the Educator Plan.
- 14) Evaluation Cycle: Summative Evaluation
 - A) The evaluation cycle concludes with a summative evaluation report. For Educators on a one or two year Educator Plan, the summative report must be written and provided to the educator by May 15th except in cases in which the educator's plan changed following the formative assessment or evaluation.
 - B) The Evaluator determines a rating on each standard and an overall rating based on the Evaluator's professional judgment, an examination of evidence against the Performance Standards and evidence of the attainment of the Educator Plan goals.
 - C) The professional judgment of the primary evaluator shall determine the overall summative rating that the Educator receives consistent with item Y in the definitions.
 - D) For an educator whose overall performance rating is exemplary or proficient and whose impact on student learning is low, the evaluator's supervisor shall discuss and review the rating with the evaluator and the supervisor shall confirm or revise the educator's rating. In cases where the superintendent serves as the primary evaluator, the superintendent's decision on the rating shall not be subject to review.
 - E) The summative evaluation rating must be based on evidence from multiple categories of evidence. MCAS Growth scores shall not be the sole basis for a

- summative evaluation rating.
- F) To be rated proficient overall, the Educator shall, at a minimum, have been rated proficient on the Curriculum, Planning and Assessment and the Teaching All Students Standards of Effective Teaching Practice.
- G) The evaluator will provide the teacher with three weeks notice of the Summative Evaluation report date. No less than four weeks before the due date for the Summative Evaluation report, which due date shall be established by the Evaluator with written notice to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may provide to the evaluator additional evidence of the educator's performances against the four Performance Standards.
- H) The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.
- I) The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Educator face-to-face, by email or to the Educator's school mailbox or home no later than May 15th.
- J) The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by June 1st.
- K) The Evaluator will meet with the Educator rated proficient or exemplary to discuss the summative evaluation, if either the Educator or the Evaluator requests such a meeting. The meeting shall occur by June 10th.
- L) Upon mutual agreement, the Educator and the Evaluator may develop the Self-Directed Growth Plan for the following two years during the meeting on the Summative Evaluation report.
- M) The Educator shall sign the final Summative Evaluation report by June 15th. The signature indicates that the Educator received the Summative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- N) The Educator shall have the right to respond in writing to the summative evaluation by June 15 which shall become part of the final Summative Evaluation report.
- O) A copy of the signed final Summative Evaluation report shall be filed in the Educator's personnel file.
- 15) Educator Plans General
 - A) Educator Plans shall be designed to provide Educators with feedback for improvement, professional growth, and leadership; and to ensure Educator effectiveness and overall system accountability. The Plan must be aligned to the standards and indicators and be consistent with district and school goals.
 - B) The Educator Plan shall include, but is not limited to (subject to item 7 A ii b 3rd):
 - i) At least one goal related to improvement of practice tied to one or more

- Performance Standards;
- ii) At least one goal for the improvement the learning, growth and achievement of the students under the Educator's responsibility;
- han outline of actions the Educator must take to attain the goals and benchmarks to assess progress. Actions must include specified professional development and learning activities that the Educator will participate in as a means of achieving the goals, as well as other support that may be suggested by the Evaluator or provided by the school or district. Examples may include but are not limited to coursework, self-study, action research, curriculum development, study groups with peers, and implementing new programs.
- C) It is the Educator's responsibility to attain the goals in the Plan and to participate in any trainings and professional development provided through the state, district, or other providers in accordance with the Educator Plan.
- 16) Educator Plans: Developing Educator Plan
 - A) The Developing Educator Plan is for all Educators without PTS, and, at the discretion of the Evaluator, Educators with PTS in new position or a new school.
 - B) The Educator shall be evaluated at least annually.
- 17) Educator Plans: Self-Directed Growth Plan
 - A) A Two-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after 2013-2014 whose impact on student learning is moderate or high. A formative evaluation report is completed at the end of year 1 and a summative evaluation report at the end of year 2.
 - B) A One-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after 2013-2014 whose impact on student learning is low. In this case, the Evaluator and Educator shall analyze the discrepancy between the summative evaluation rating and the rating for impact on student learning to seek to determine the cause(s) of the discrepancy.
- 18) Educator Plans: Directed Growth Plan
 - A) A Directed Growth Plan is for those Educators with PTS whose overall rating is needs improvement.
 - B) The goals in the Plan must address areas identified as needing improvement as determined by the Evaluator.
 - C) The Evaluator shall complete a summative evaluation for the Educator at the end of the period determined by the Plan, but at least annually, and in no case later than June 10th.
 - D) For an Educator on a Directed Growth Plan whose overall performance rating is at least proficient, the Evaluator will place the Educator on a Self-Directed Growth Plan for the next Evaluation Cycle.
 - E) For an Educator on a Directed Growth Plan whose overall performance rating is not at least proficient, the Evaluator will rate the Educator as unsatisfactory and will place the Educator on an Improvement Plan for the next Evaluation Cycle.

- 19) Educator Plans: Improvement Plan
 - A) An Improvement Plan is for those Educators with PTS whose overall rating is unsatisfactory.
 - B) The parties agree that in order to provide students with the best instruction, it may be necessary from time to time to place an Educator whose practice has been rated as unsatisfactory on an Improvement Plan of no fewer than 60 school days and no more than one school year. In the case of an Educator receiving a rating of unsatisfactory near the close of one school year, the Improvement Plan may include activities that occur during the summer before the next school year begins.
 - C) The Evaluator must complete a summative evaluation for the Educator at the end of the period determined by the Evaluator for the Plan.
 - D) An Educator on an Improvement Plan shall be assigned a Supervising Evaluator (see definitions). The Supervising Evaluator is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan. The primary evaluator may be the Supervising Evaluator.
 - E) The Improvement Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the improvement goals to be met, the activities the Educator must take to improve and the assistance to be provided to the Educator by the district.
 - F) The Improvement Plan process shall include:
 - i) Within ten school days of notification to the Educator that the Educator is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Educator to discuss the Improvement Plan. The Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the Educator.
 - ii) The Educator may request that a representative(s) of the Education Association of Natick attend the meeting(s). A support team may consist of the building principal or vice-principal, the department head (if applicable), one or two association representatives.
 - iii) If the Education consents, the Educator Association of the Natick will be informed that an Educator has been placed on an Improvement Plan.
 - G) The Improvement Plan shall:
 - i) Define the improvement goals directly related to the performance standard(s) and/or student learning outcomes that must be improved;
 - ii) Describe the activities and work products the Educator must complete as a means of improving performance;
 - iii) Describe the assistance that the district will make available to the Educator;
 - iv) Articulate the measurable outcomes that will be accepted as evidence of improvement;
 - v) Detail the timeline for completion of each component of the Plan, including at a minimum a mid-cycle formative assessment report of the

- relevant standard(s) and indicator(s);
- vi) Identify the individuals assigned to assist the Educator which must include minimally the Supervising Evaluator; and (see F 2)
- vii) Include the signatures of the Educator and Supervising Evaluator.
- H) A copy of the signed Plan shall be provided to the Educator. The Educator's signature indicates that the Educator received the Improvement Plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents
- I) Decision on the Educator's status at the conclusion of the Improvement Plan.
 - i) All determinations below must be made no later than June 1 or the conclusion date of the plan. One of three decisions must be made at the conclusion of the Improvement Plan:
 - I. If the Evaluator determines that the Educator has improved his/her practice to the level of proficiency, the Educator will be placed on a Self-Directed Growth Plan.
 - II. In those cases where the Educator was placed on an Improvement Plan as a result of his/her summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is making substantial progress toward proficiency, the Evaluator shall place the Educator on a Directed Growth Plan.
 - III. In those cases where the Educator was placed on an Improvement Plan as a result of his/her summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is not making substantial progress toward proficiency, the Evaluator shall recommend to the superintendent that the Educator be dismissed.
 - IV. If the Evaluator determines that the Educator's practice remains at the level of unsatisfactory, the Evaluator shall recommend to the superintendent that the Educator be dismissed.

20. Timelines (Dates in italics are provided as guidance)

20. Timelines (Dates in nancs are provided as guidance)	
Activity:	Completed By:
Superintendent, principal or designee meets with evaluators and educators to explain evaluation process	September 15
Evaluator meets with first-year educators to assist in self-assessment and goal setting process Educator submits self-assessment and proposed goals	October 1
Evaluator meets with Educators in teams or individually to establish Educator Plans (Educator Plan may be established at Summative Evaluation Report meeting in prior school year)	October 15
Evaluator completes Educator Plans	November 1
Evaluator completes first observation of educators on a one year cycle	December 1
Evaluator provides educator notice of Formative Assessment Report date * Three weeks before Formative Assessment Report date	January 11*
Educator provides to the evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals., *Two weeks before Formative Assessment Report date established by Evaluator	January 18*
Evaluator should complete mid-cycle Formative Assessment Report	February 1
Evaluator holds Formative Assessment Meetings if requested by either Evaluator or Educator	February 15
Evaluator provides educator notice of Summative Assessment Report date * Four weeks before Summative Assessment Report date	April 17*
Educator provides to the evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals., *Three weeks before Summative Assessment Report date established by Evaluator	April 24*
Evaluator provides educator notice of Formative Evaluation Report date * Three weeks before Formative Report date	May 11*
Evaluator completes Summative Evaluation Report	May 15
Evaluator completes observations required by the Educator Plan	May 15
Educator provides to the evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth,	May 18*

and progress on attaining professional practice and student learning	
goals.,	
*Two weeks before Formative Assessment Report date established	
by Evaluator	
Evaluator meets with Educators whose overall Summative	June 1
Evaluation ratings are Needs Improvement or Unsatisfactory	
Evaluator completes Formative Evaluation Report	June 1
Evaluator meets with Educators whose overall Summative	June 10
Evaluation ratings are Proficient or Exemplary at request of	
Evaluator or Educator	
Educator signs Summative Evaluation Report and adds response, if	June 15
any, within 5 school days of receipt	

A) Educators with PTS on Two Year Plans

Activity:	Completed By:
Evaluator completes unannounced observation(s)	Any time during the
	2-year evaluation cycle
Evaluator completes Formative Evaluation Report	June 1 of Year 1
Evaluator conducts Formative Evaluation Meeting, if any	June 1 of Year 1
Evaluator completes Summative Evaluation Report	May 15 of Year 2
Evaluator conducts Summative Evaluation Meeting, if any	June 10 of Year 2
Evaluator and Educator sign Summative Evaluation Report	June 15 of Year 2

B) Educators on Plans of Less than One Year

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

21. Career Advancement

- A) In order to attain Professional Teacher Status, the Educator should achieve ratings of proficient or exemplary on each Performance Standard and overall. A principal considering making an employment decision that would lead to PTS for any Educator who has not been rated proficient or exemplary on each performance standard and overall on the most recent evaluation shall confer with the superintendent by May 1. The principal's decision is subject to review and approval by the superintendent.
 - 1. B) In order to qualify to apply for a teacher leader position, the Educator must have had a Summative Evaluation performance rating of proficient or exemplary for at least the previous two cycle. Teacher leader positions are defined as Unit B position, elementary instructional leaders, curriculum specialists, team leaders, student services instructional leaders, mentors, mentor coordinators.
- C) Educators with PTS whose summative performance rating is exemplary and, after 2013-14 whose impact on student learning is rated moderate or high, shall be recognized and rewarded with leadership roles, promotions, additional compensation, public commendation or other acknowledgement as determined by the district through collective bargaining where applicable.

22. Rating Impact on Student Learning Growth

ESE will provide model contract language and guidance on rating educator impact on student learning growth based on state and district-determined measures of student learning by July 15, 2012. Upon receiving this model contract language and guidance, the parties agree to bargain with respect to this matter.

23. Using Student feedback in Educator Evaluation

ESE will provide model contract language, direction and guidance on using student feedback in Educator Evaluation by June 30, 2013. Upon receiving this model contract language, direction and guidance, the parties agree to bargain with respect to this matter.

24. Using Staff feedback in Educator Evaluation

ESE will provide model contract language, direction and guidance on using staff feedback in Administrator Evaluation by June 30, 2013. Upon receiving this model contract language, direction and guidance, the parties agree to bargain with respect to this matter.

- 25. Transition from Existing Evaluation System
- A) The parties agree that 50% or more of Educators in the district will be evaluated under the new procedures at the outset of this Agreement. This group will include teachers without professional teacher status, teachers who were in years II and IV of the previous evaluation system during 2011-2012, and PTS teachers in years I or III whose final rating is below "Met or surpassed." It is understood that principals may need to adjust the evaluation loads to create balance. The principals will consider seniority when making those decisions.
- B) Any professional teacher status teacher who had a satisfactory evaluation on their previous evaluation will be on a two year self directed growth plan.
- C) The existing evaluation system will remain in effect until the provisions set forth in this

Article are implemented. The relevant timeframe for adopting and implementing new systems is set forth in 603 CMR 35.11(1).

26. General Provisions

- A. Only Educators who are licensed may serve as primary evaluators of Educators.
- B. Evaluators shall not make negative comments about the Educator's performance, or comments of a negative evaluative nature, in the presence of students, parents or other staff, except in the unusual circumstance where the Evaluator concludes that s/he must immediately and directly intervene. Nothing in this paragraph is intended to limit an administrator's ability to investigate a complaint, or secure assistance to support an Educator.
- C. The superintendent shall insure that Evaluators have training in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice promulgated by ESE (35.03), and the evaluation Standards and Procedures established in this Agreement.
- D. Should there be a serious disagreement between the Educator and the Evaluator regarding an overall summative performance rating of unsatisfactory, the Educator may meet with the Evaluator's supervisor to discuss the disagreement. Should the Educator request such a meeting, the Evaluator's supervisor must meet with the Educator. The Evaluator may attend any such meeting at the discretion of the superintendent.
- E. The parties agree to establish a joint labor-management evaluation team which shall review the evaluation processes and procedures annually through the first three years of implementation and recommend adjustments to the parties.
- C) Violations of this article are subject to the grievance and arbitration procedures.

APPENDIX B

Memorandum of Agreement Between The Town of Natick and All Collective Bargaining Units representing employees employed by the Town of Natick ("the Unions")

The terms of this agreement will be in effect from July 1, 2016 through June 30, 2018 WHEREAS, the Town of Natick (the "Town") currently provides health insurance benefits to its eligible subscribers through participation in a collaborative known as the West Suburban Health Group (WSHG); and

WHEREAS, the Town and the Public Employees' Committee (PEC) have agreed to the following terms that will, if implemented, allow the Town to remain a member of WSHG; and WHEREAS, the Town and the Unions by mutual acceptance of this Agreement acknowledge and affirm that said Agreement shall supersede and void any conflicting provisions in any Collective Bargaining Agreements (CBAs), and the parties mutually agree that the Town under the terms of MGL Chapter 32B section 19 and pursuant to a majority vote of the (PEC) have satisfied all of its bargaining obligations relating to the subjects of this Agreement:

NOW THEREFORE, the Town and the PEC ("the parties") agree as follows:

- 1) This Agreement will be for a two year period commencing July 1, 2016 and ending June 30, 2018. The PEC acknowledges and agrees that this Agreement shall be implemented by the Town if approved by weighted majority vote of the PEC comprised of Collective Bargaining Units of the Town.
- 2) Effective upon the date of execution of this Agreement by the Board of Selectmen, the Board of Selectmen's August 31, 2015 acceptance of MGL Chapter 32B, sections 21-23 is hereby revoked. This revocation is not binding on future Boards of Selectmen. The parties to this Agreement further agree that the Board of Selectmen may, and are hereby authorized to, rescind the acceptance of MGL Chapter 32B section 19 at any time.
- 3) The parties agree that effective July 1, 2016, the Town will contribute 75% toward the cost of the Fallon Select and Fallon Direct health insurance plans for both family and individual plans.
- 4) The parties agree that effective July 1, 2016, the Town will contribute 62% toward the cost of all other Rate Saver family and individual plans.
- 5) The Town's contribution to the Harvard Pilgrim PPO plan shall remain at 50%. The Town's contribution towards all Medicare supplement plans shall remain at 50%.
- 6) The Town shall continue to maintain a Flexible Spending Account program for eligible employees and shall continue to pay the administrative fee for all employees enrolled in the FSA. The Town will offer a debit card for all FSA subscribers. Notwithstanding any other terms in this Agreement, this provision shall sunset effective June 30, 2018 unless the Town in its sole discretion elects to continue the FSA program.
- 7) The parties agree that in order to maintain eligibility for health care coverage from the Town of Natick, all subscribers (including those who are not changing their health care

- provider) must select a health insurance plan during the open enrollment period for FY 2017 health care coverage.
- 8) The parties agree that the Town will budget \$100,000 in FY 2017 for a "Continuity of Care Mitigation Fund." The Mitigation Fund is established for the purpose of helping employees/non-Medicare retirees and their covered family members who, at the time of open enrollment for the FY 2017 coverage year, are receiving active treatment by a primary specialist that specializes in a defined practice and that specialist is not covered within the Fallon Select network.
 - For these purposes, the terms "active treatment", "serious condition" and "primary specialist" are defined as follows:
 - o Active treatment: treatment following an inpatient stay or outpatient procedure for recovery or rehabilitation for a serious disease. It may include continuing care for a serious disease that requires diagnostic tests or adjustment of medications or treatments that occur and are scheduled every six months or sooner. Continuing care that occurs at intervals greater than every six months would not qualify as active treatment. It may also include an inpatient procedure for a serious disease scheduled no later than July 1, 2016. Active treatment does not include preventive services or services to monitor a patient's condition after the patient completes treatment for a serious disease.
 - o Active treatment shall also include mothers who give birth after April 30, 2015 and before July 1, 2016 if the mother requires postpartum care and the mother's care provider(s) is not covered under the Fallon Select plan/network.
 - o Serious condition: one that is life threatening or could lead to a serious or permanent disability if left untreated.
 - o Primary specialist (may include but not limited to): a primary medical specialist in the following fields or practice; cardiologist, endocrinologist, gastroenterologist, hematologist, oncologist, maternal fetal medicine, neonatologist, neurologist, nephrologist, orthopedist, urologist, medically necessary plastic surgeon, pediatric specialist.
 - o An employee/retiree/covered family member who believes he/she is eligible for this benefit is obligated to apply for Fallon Select coverage and pursue Fallon Transitional Care. Should continuation of the existing care be denied, pursue all available appeals in an effort to gain authorization from Fallon Select for continued treatment and care prior to the close of the open enrollment period for FY 2017 health insurance coverage.
 - o For employees who qualify for the Mitigation Fund, the Town will pay a stipend equal to the difference between 25% vs. 38% of the cost of the non-Fallon plans. If, in FY 2017, the costs under this provision exceed the \$100,000 appropriation, the funds will be distributed on a pro-rata basis.
 - o In FY 2018, the Town will budget an appropriate amount based on FY 2017 obligations under this provision, not to exceed \$100,000.
- 9) The parties agree that the Town will budget \$60,000 in FY 2017 and FY 2018 for a "Retiree Mitigation Fund." The Retiree Mitigation Fund is established for the purpose of helping non-Medicare eligible retirees who don't qualify for Fallon because they live

outside of the Fallon coverage area and who have retired on or before June 30, 2016.An application form will be developed and an application deadline established. The Town will pay a stipend equal to the difference between 25% vs. 38% of the cost of the non-Fallon plans. At the conclusion of the application period, if it is determined that the amount owed to eligible retirees exceeds the amount of the Retiree Mitigation Fund, the budgeted amount will be distributed on a pro-rata basis.

In FY 2018, the Town will budget an appropriate amount based on FY 2017 obligations under this provision, not to exceed \$60,000.

- 10) Should the West Suburban Health Group (WSHG) disband for any reason or should the WSHG cease to offer Rate Saver health insurance plans at any time during the term of this Agreement, this Agreement shall become null and void and the Parties shall negotiate a new agreement pursuant to MGL Chapter 32B, sections 21-23 or MGL Chapter 32B, section 19, subject to the Board of Selectmen's acceptance of said statutes. If WSHG votes any other changes in health care coverage that affect this Agreement the Parties will meet to consider amendments to the Agreement regarding said changes.
- 11) The Town and the Union agree to promote subscribers' understanding of these health insurance changes through the use of direct mailings or emails and distribution of other promotional materials to the Town's employees and other impacted subscribers. In addition, the Town will schedule a minimum of 12 seminars at which Fallon representatives will present information about the Fallon Select and Fallon Direct health insurance programs and be available to answer questions. Such seminars will be scheduled at various locations and times in an effort to make them as convenient as possible for employees to attend; no additional compensation will be offered to employees attending these seminars.
- 12) The Town will continue to offer an "opt-out" program for employees who have been enrolled in a Town offered health benefit plan for at least one year prior to the date of this Agreement, with program details provided on the Opt-Out Form; payments to be \$2,000 for those on the individual plan and \$4,500 for those on a family plan.
- 13) Any and all provisions of any collective bargaining agreement relative to health insurance rates, contribution rates or policies between the Town or School Committee and any bargaining unit shall be superseded by the terms of this Agreement.
- 14) The parties agree that the Town will hold quarterly meetings with the Insurance Advisory Committee and the members of the Public Employee Committee will be invited to said meetings.
- 15) The parties agree that the Town will commence applicable payroll deductions in June, 2016 for the insurance coverage scheduled to commence on July 1, 2016.
- 16) The parties agree that this Agreement shall end on June 30, 2018 and none of its terms shall be binding after that date. If the Agreement is not extended or renewed or if the parties cannot reach an alternative agreement, health insurance offered by the Town shall revert to the pre-July 1, 2016 terms and conditions.
- 17) The effective date of this Agreement shall be the date on which the required 51% weighted vote of all Town unions and retiree representation has been achieved and the Board of Selectmen and School Committee have executed and ratified this Agreement

18) The parties agree that should any provision in this Agreement be found to be illegal or unenforceable then it shall be stricken from the Agreement and the rest of the Agreement shall remain in full force and effect.

APPENDIX C - Meeting Times

Elementary School Meeting Times				
Month	Faculty Meeting	Curriculum Meeting***	District Early Release PD	Floating Hour Long Extensions
September	60 minutes*	60 minutes*	120 minutes*	
October	60 minutes*	60 minutes*	120 minutes*	- FE
November	60 minutes*	60 minutes*	Conferences	
December	60 minutes*	60 minutes*	120 minutes*	
January	60 minutes*	60 minutes*	120 minutes*	2**
February	60 minutes*	60 minutes*	120 minutes*	2
March	60 minutes*	60 minutes*	120 minutes*	
April	60 minutes*	60 minutes*	Conferences	
Мау	60 minutes*	60 minutes*	120 minutes*	
June	60 minutes*			
	contractual day. D to 3:15. **One meeting will arises the meeting	istrict based profe be designated for will be returned to		t will run from 1:15

Middle School Meeting Times			
Month	Faculty Meeting	District Early Release PD	Hour Extension
September	2:15-3:15	12:30-2:30	2:30-3:30
October	2:15-3:15	12:30-2:30	2:30-3:30
November	2:15-3:15	No release day PD	2:30-3:30 - PLC or building based meeting
December	2:15-3:15	12:30-2:30	2:30-3:30
January	2:15-3:15	12:30-2:30	2:30-3:30
February	2:15-3:15	12:30-2:30	2:30-3:30
March	2:15-3:15	12:30-2:30	2:30-3:30
April	2:15-3:15	12:30-2:30	2:30-3:30
May	2:15-3:15	12:30-2:30	2:30-3:30
June	2:15-3:15	No release day PD	2:30-3:30 - PLC or building based meeting

High School Meeting Times			
Month	Faculty Meeting	District Early Release PD	Monday PD
September	Release Day - 11:30-12:30	12:30-2:30*	2:30-3:30*
October	Monday - 2:30-3:30	Writing Day	2:30-3:30**
November	Monday - 2:30-3:30	No Early Release PD	2:30-3:30**
December	Release Day - 11:30-12:30	12:30-2:30*	2:30-3:30*
January	Monday - 2:30-3:30	11:30-2:30*	
February	Release Day - 11:30-12:30	12:30-2:30*	2:30-3:30*
March	Release Day - 12:00-1:00	1:00-3:00*	2:30-3:30*
April	Monday - 2:30-3:30	11:30-2:30*	
May	Release Day - 11:30-12:30	12:30-2:30*	2:30-3:30*
June	Monday - 2:30-3:30		2:30-3:30**
	*All PD meeting time that tak time equaling a total of 10 ho **These are floating meeting Monday. The June meeting v	ours according to Article XII s and may take place on a	l, Section 14. day other than

	K-12 Edu	cators and Nurse Me	eting Times	
Month	Faculty Meeting	District Early Release PD	MS & HS Hour Extension	Elementary Hour Extension**
September	60 minutes*	120 minutes*	12:30-1:30	60 minutes*
October	60 minutes*	120 minutes*	12:30-1:30	60 minutes*
November	60 minutes*	No release day PD	60 minutes*	60 minutes* PLC or building based meeting
December	60 minutes*	120 minutes*	12:30-1:30	60 minutes*
January	60 minutes*	120 minutes*	12:30-1:30	60 minutes*
February	60 minutes*	120 minutes*	12:30-1:30	60 minutes*
March	60 minutes*	120 minutes*	12:30-1:30	60 minutes*
April	60 minutes*	120 minutes*	12:30-1:30	60 minutes*
May	60 minutes*	120 minutes*	12:30-1:30	60 minutes*
June	60 minutes*		60 minutes*	60 minutes* PLC or building based meeting
3	District based profes **The hour long exte monthly curriculum r ***On building-based principal will direct th	d early release profess	ill run from 1:15 to 3:1 ized if staff does not a sional development da the appropriate PD. Ir	5. ttend a one-hour ys, the building n those specific cases,

Natick Public Schools Health and Safety Concern Reporting Form

STEP 1: This concern has been reported verbally to my immediate supervisor.
Signature/Date STEP 2: Name:
Location [School] and exact location of concern:
Nature of safety concern:
Signature/Date
STEP 3: Action taken by Principal or reason no action taken (documentation/explanation due to educator within 10 days):
· · · · · · · · · · · · · · · · · · ·
Signature of Principal/Date
STEP 4: Action taken by Director of Buildings and Maintenance, or reasons why no action taken
(documentation/explanation due to principal/educator within 10 days):

STEP 5: Recommendation of Health and Safety Committee:	
Signature of Chairnerson	*

Signature of Dir. Buildings & Maintenance/Date

SIDE LETTER: School Councils

TO THE COLLECTIVE BARGAINING AGREEMENT BETWEEN
THE NATICK SCHOOL COMMITTEE
AND
THE EDUCATION ASSOCIATION OF NATICK

The following is the policy of the Natick School Committee with respect to school councils. No alleged violation of this policy will be subject to the grievance or arbitration procedure provided in the collective bargaining agreement.

Mission

Each school council will adopt a mission statement. The School Committee recognizes the fact that each mission statement will be unique to and take into account the needs of each school. Reference is hereby made to section 59c of the Ed. Reform Act which details what the areas of responsibility of a school council should be (see attached).

Compensation

Educators who serve for one full school year on a school council and who attend at least 80% of the meetings will receive one (1) C.E.U. Educators who attend 100% of the training sessions provided by the Natick School Committee to all Natick school council members in any one school year will receive one (1) C.E.U.

Review Mechanism

Each school council will decide how it will disseminate all information in a timely manner to ensure thoughtful input and broad participation. The Employer will forward to the Association President a notice of each meeting and copies of all school council agendas prior to the meetings. It is expected that the minutes of each school council meeting will be sent to the President of the EAN within two weeks after the meeting.

Both parties acknowledge that this policy may be hard to enforce.

Election of Educator Representatives

The definition of educator is as per section 59c of Chapter 71 and the answer to Question #15, page 5 of the "Questions and Answers on School Councils" publication published by the Massachusetts Department of Education in 1993. It reads as follows: "Can non-classroom based school professionals serve in the "educator" membership category on the council?" "Yes, if they are selected by the faculty at the school. Other professional personnel -- resource room teachers, specialists, counselors, etc.--provide services to students and bring another perspective to the council's discussions and planning process."

ELECTION PROCEDURE:

A. At a faculty meeting during or prior to October of each school year, the Association representative will conduct a secret ballot election for open educator representative positions;

- B. Educators can self nominate:
- C: Candidates may address the faculty orally or in writing as to why they wish to be elected;
- E. A candidate is elected by a simple majority vote. Voting will be conducted by secret ballot. (If necessary, the Association representative will conduct a primary election by those educators present and voting. This will occur when the number of candidates exceeds twice the number of educators to be elected).
- F. Educators are members of the school council immediately upon being elected.

The law (Chapter 59C) is hereby referenced in that it provides that principals are responsible for both "defining the composition of and forming the group pursuant to a representative process approved by the superintendent and school committee..."

Decision Making Process

It is expected that a council should operate by consensus. Lack of agreement could be viewed as an indication that the council has not arrived at the best option. If the council cannot reach consensus and a decision needs to be reached, a majority vote would be required.

Training

The School Committee acknowledges its responsibility for providing the necessary training for school councils.

Frequency of Meetings

The parties agree that school councils shall meet at least once a month and more often if necessary.

Agreed to by the E.A.N.	Agreed to by the School Committee
	a
Date	Date

SIDE LETTER - School Calendar

TO THE COLLECTIVE BARGAINING AGREEMENT BETWEEN
THE NATICK SCHOOL COMMITTEE
AND
THE EDUCATION ASSOCIATION OF NATICK

May, 2006

The School Committee agrees to include in the school calendar, two early release days in November and two early release days in March for elementary parent/teacher conferences

or The EAN	

For the Natick School Committee

SIDE LETTER - IPDP

TO THE COLLECTIVE BARGAINING AGREEMENT BETWEEN
THE NATICK SCHOOL COMMITTEE
AND
THE EDUCATION ASSOCIATION OF NATICK

In order to address certain requirements of 603CMR.44.00, as amended, promulgated by the Massachusetts Board of Education and effective 12/1/99, related to the relicensure of certain members who hold standard licenses, and their individual professional development plans (IPDP's), which must be submitted with respect to same, the parties agree to the following:

Plan Approval

The principal will be responsible for final approval of the Individualized Professional Development Plan for educators, which shall be submitted on the attached form. At the middle schools, either the principal or the vice-principal may sign off. At Natick High School, the department head will be responsible for initial review and sign off, with final review and sign-off by the principal. Thereafter, each IPDP shall be reviewed every two years and the second such review shall take place no later than one year prior to the expiration of the educator's license. Each educator, after consultation with the appropriate administrator/supervisor, shall determine which school or district goals will be addressed in his or her plan.

District and School Goals

All members, for whom these regulations apply, shall receive from the employer, the district and school improvement plans. The School Committee will encourage each building principal to present his/her School Improvement Plan to the School Committee for its approval no later than the second meeting in April of each year.

Educators on a Leave of Absence

Members on approved leaves shall have their plans submitted and reviewed no later than three (3) months from their date of return to work.

Notice of Retirement or Resignation

An educator who submits a written notice of his/her intent to retire or resign is not required, but is encouraged to develop an IPDP.

Denial of Initial Approval

Approval of an educator's IPDP shall be consistent with the district's educational goals, the appropriate School Improvement Plan and the Relicensure Guidelines for Massachusetts Educators in effect at time of approval, published by the Massachusetts Department of Education. Each principal shall notify any member of the disapproval of any part of their IPDP

as soon as practical, but in no event after the commencement of any program submitted as part of the IPDP, provided the IPDP was provided to the principal in a timely manner. Such notification of the disapproval of any part of a member's IPDP shall be discussed in a meeting with the educator and also put in writing, clearly stating the reason(s).

If the plan is not approved as a result of such meeting, the proposed plan shall be considered a draft and the educator shall have the opportunity to revise the IPDP and re-submit for approval. If the revised plan is not approved, the educator and administrator shall arrange, as soon as possible, another meeting for a further discussion of the matter. At such meeting, the educator shall have the option of requesting the presence of another educator, similarly situated, and the administrator shall have the option of requesting the presence of another administrator, similarly situated, in order to facilitate discussion of the plan.

In the event that educators are no longer required, by regulation, to obtain the initial approval or final endorsement of an IPDP for relicensure, this side letter shall be null and void.

Natick School Committee/Date

Education Association of Natick/Date

SUPPLEMENTAL AGREEMENT- free tuition for children of nonresidential personnel.

Effective June 30, 1983, the Committee adopted policy #JBCBA with respect to free tuition for children of nonresidential personnel.

Students of nonresident personnel enrolled in the Natick Schools as of June 30, 1983 will be "grandfathered" in a tuition-free status until graduation.

After June 30, 1983, the School Committee will utilize the provisions of General Laws, Chapter 76, Sections 6 and 12 to respond to individual educator requests to enroll his/her child or children in the Natick Public Schools.

IN WITNESS WHEREOF the parties have caused their name to be subscribed by their duly elected officers and representatives this the 2nd day of November, 1992.

Ann Mahaney Education Association of Natick Dight Crain
Natick School Committee

SIDE LETTER - CORI

This agreement is by and between the Education Association of Natick and the Natick School Committee with respect to the implementation of Chapter 385 of the Acts of 2002, An Act further Protecting Children, which amends MGL Chapter 71, section 38R. The School Committee, in order to implement said statute, has adopted a policy concerning said law, policy GCI herein incorporated by reference. This agreement further outlines the understanding of the parties with respect to the policy but does not alter either party's rights under the collective bargaining agreement, nor waive any rights should changes be desired by either party.

- 1. Any employee can challenge the accuracy of the CORI report and will transmit a copy of same to the employer for attachment to the CORI report that is the subject of the challenge. Upon finalization of the challenge the employee will provide the employer with a copy of same for its file.
- 2. The district agrees to limit access to such information to the Superintendent, Director of Human Resources and the Human Resources Assistant. Should the district consider a change in the positions with access to such records, the Association will be notified in advance in order to provide the parties with an opportunity to meet and resolve the impact of same, if any.

Natick School Committee	Education Association of Natick

SIDE LETTER - Educator Time

TO THE COLLECTIVE BARGAINING AGREEMENT BETWEEN
THE NATICK SCHOOL COMMITTEE
AND
THE EDUCATION ASSOCIATION OF NATICK

MARCH 2006

The parties agree that in order to prepare and provide for the academic, emotional, and social development of Natick's students, educators spend considerable time beyond the contractual day.

The parties recognize the importance of time for educators to engage in the following professional activities:

- o planning for instruction
- o reflection on instruction
- o professional enrichment and study
- o communication with parents
- o communication with other educators and clinicians
- o collaboration with peers

The parties agree to respect educators' professionalism in regard to the use of unstructured time and, whenever appropriate and through established structures, to solicit input from educators for the development and implementation of professional development and meetings.

The parties agree to engage in on-going discussions about the purpose of departmental, faculty, and system-wide meetings and to work actively to make meetings productive and beneficial in order to achieve system and district-wide goals.

SIDE LETTER: Crisis Response Procedures

TO THE COLLECTIVE BARGAINING AGREEMENT BETWEEN
THE NATICK SCHOOL COMMITTEE
AND
THE EDUCATION ASSOCIATION OF NATICK

June, 2006

The parties agree to establish a subcommittee to review and recommend updates to the Crisis Response Procedures under direction of Assistant Superintendent for Student Services.