

**AGREEMENT BETWEEN**

**THE SCHOOL COMMITTEE OF THE TOWN OF NATICK, MASSACHUSETTS**

**EDUCATION ASSOCIATION OF NATICK**

**UNITS A & B**

**FOR THE TIME PERIOD**

**AUGUST 26, 2016 THROUGH JULY 31, 2019**



**UNIT A**  
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- (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.

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:

**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.

**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, age, color, creed, gender, marital status, national origin, physical or mental disability, or sexual orientation. Sexual Harassment is a form of sex discrimination.

4

1  
2 **ARTICLE III - Employee Rights and Obligations**  
3

4 **Section 1: Academic Freedom**

5 The Association and Committee join in respecting the private life, political freedom, and religious  
6 freedom of educators as long as activities in these areas do not interfere with teaching responsibilities or  
7 relationships with students. The Committee and Association agree that school time should be used to  
8 pursue defined curriculum goals with primary focus given to clearly identified subject matter objectives  
9 and to questions from students; however, both parties recognize the fact that occasional, educationally  
10 sound digression from formal course outlines can be both an important teaching method to the  
11 instructor and a learning experience for the student. Finally, the Association and Committee agree that  
12 any controversial topics should be addressed in a balanced and dignified manner with serious  
13 curriculum disagreements to be referred through the Superintendent to the Committee for its judgment  
14 thereon.  
15

16 **Section 2:** Employees covered by this Agreement shall have, and shall be protected in the exercise of  
17 the right, freely and without fear of penalty or reprisal, to form, join and assist employee organizations,  
18 or to refrain from such activity, to hold office in and participate in the management of the Association to  
19 act in the capacity of Association representative and to engage in other lawful association and concerted  
20 activities for the purpose of collective bargaining or other mutual aid or protection except that no  
21 official of the Town of Natick shall participate in the management of the Association or act as its  
22 representative if such activity would be incompatible with his/her official duties.  
23

24 **Section 3:** In the exercise of these rights all employees covered by this Agreement shall be free from  
25 any and all interference, restraint and coercion, and such employees shall be protected against any  
26 discrimination in regard to tenure, promotion or other conditions of employment.  
27

28 **Section 4:** Any of the benefits or privileges presently enjoyed by employees in the unit will not be  
29 unilaterally impaired.  
30

31 **Section 5:**

32 (a) The President of the E.A.N. will have two days of release time per semester. The cost for providing  
33 substitute coverage will be paid by the E.A.N.  
34

35 (b) The President of the E.A.N. shall be released from non-teaching duties including morning monitoring  
36 of early arrivals, morning bus duty, homeroom duty, afternoon bus duty, supervision of detention, study  
37 hall assignments and cafeteria related duties. The cost of providing coverage will be paid by the E.A.N.  
38 In the event of the election of co-presidents, only the equivalent of one individual's duty periods may be  
39 taken.  
40

41 (c) The Committee will provide office space for the president. Efforts will be made to find space in that  
42 individual's building.  
43

44 (d) The Committee agrees to establish a revolving account, funded by the EAN, to pay a stipend to the  
45 EAN president. Should the EAN cease funding this account, the stipend will cease.  
46

47 (e) Permission is granted by the Committee for the EAN to install a telephone in the school to which  
48 the president of the EAN is assigned. It is understood that the EAN will assume all costs relative to  
49 installation, maintenance and removal. This permission granted, subject to agreement with the EAN  
50 that Association business is not to be conducted during the president's working hours.  
51

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

3  
4 Notwithstanding anything to the contrary in this Agreement, no grievance involving an alleged failure  
5 to appoint a person to a promotional or stipendiary position or to not renew the contract of a non-  
6 tenured educator or non-tenured administrator shall be arbitral.

7  
8 The Arbitrator shall not have authority to reinstate any educator terminated because of unsatisfactory  
9 Article XIII performance evaluations so long as the Arbitrator concludes that the evaluator's conclusions  
10 that such performance was unsatisfactory were reached in a manner that was neither arbitrary nor  
11 capricious, and the School Committee's conclusion that such performance was unsatisfactory was  
12 neither arbitrary nor capricious.

#### 13 14 ***ARTICLE IV - No Strike - Lockout***

15  
16 Section 1: The Association recognizes that Unit members are prohibited by law from engaging in  
17 strikes. The Association agrees that it does not assert the right to strike against the Town of Natick or  
18 its School Committee and, that during the term of this Agreement; it will refrain from engaging,  
19 assisting or participating in any strike or professional day authorized by the Association.

20  
21 Section 2: The Committee agrees that during the term of this Agreement it will not lock out any  
22 employees covered by this Agreement.

23  
24 Section 3: The Association agrees to reimburse the Committee for any monies required to be expended  
25 by it as a result of a strike or professional day authorized by the Association.

26  
27 Section 4: The Committee agrees to reimburse all employees covered by this Agreement for lost school  
28 salaries caused by an unlawful lockout.

#### 29 30 ***ARTICLE V - Association Officials***

31  
32 The Association shall furnish the Superintendent of Schools with a written list of its officers and  
33 members of the Professional Rights and Responsibilities Committee and shall, as soon as possible,  
34 notify the Superintendent in writing of any changes therein. Only those officers and committee  
35 members shall be recognized by the Committee for purposes of joint meetings, except that at the  
36 Association's discretion, the Association may be represented, in addition, by counsel or advisors.

#### 37 38 ***ARTICLE VI - Rights and Obligations of the School Committee***

##### 39 40 Section 1:

41 (a) Under the laws of Massachusetts, the Committee, elected by the citizens of Natick, has final  
42 responsibility for establishing the educational policies of the public schools of Natick, for management  
43 of said schools and for directing their operation – a responsibility which includes the duty to maintain  
44 public elementary and secondary schools and such other educational activities as it finds will best serve  
45 the interest of the Town of Natick; to decide the need for school facilities, to determine the care,  
46 maintenance and operation of buildings, lands, apparatus and other property used for school purposes;  
47 to employ, assign, transfer and promote educators; to suspend, demote or dismiss educators of the  
48 schools in the manner provided by statute or ordinance; to prescribe rules for the management, studies,  
49 classification and discipline for the public schools; to decide the textbooks to be used; to prepare and  
50 submit budgets to the Town Meeting and, in its sole discretion, expend monies appropriated by the  
51 Town for the maintenance of the schools, and to make such transfers of funds within the appropriated

1 budget as it shall deem necessary; and to exercise such other authority, rights and powers conferred  
2 upon the Committee by the laws of Massachusetts and the Rules and Regulations of any pertinent  
3 agency of the Commonwealth.

4  
5 (b) As to every matter expressly not covered by this Agreement, and except as expressly or directly  
6 modified by clear language in a specific provision of the Agreement, the Committee retains exclusively  
7 to itself all rights and powers that it has or may hereafter be granted by law and shall exercise the same  
8 without such exercise being made the subject of the grievance and arbitration provisions of this  
9 Agreement.

10  
11 Section 2: The School Committee has the sole and exclusive right and responsibility to promulgate  
12 reasonable rules and regulations pertaining to the employees covered by this Agreement except that  
13 such rights will not be exercised so as to conflict with any provision of this Agreement.

#### 14 15 ***ARTICLE VII – Effect of Agreement***

16  
17 It is mutually agreed that each party to this Agreement is bound by all Rules and Regulations of the  
18 Committee as they exist on the effective date of this Agreement and as may be hereafter amended  
19 unless in conflict with any provisions of this Agreement.

#### 20 21 ***ARTICLE VIII – Grievance and Arbitration Procedure***

22  
23 Section 1: In the interest of harmonious and efficacious performance of the duties and obligations of  
24 the Committee and its employees, the parties hereto recognize the importance of prompt and equitable  
25 disposition of any grievance at the lowest organizational level possible under procedure of maximum  
26 informality and flexibility. Sexual Harassment grievances must be initiated in accordance with  
27 procedures described under the most recent Sexual Harassment grievance procedure (Section 5 of  
28 ***ARTICLE VIII***).

29  
30 Any employee covered by this Agreement shall have the right to present a grievance and have it  
31 promptly considered on its merits.

32  
33 Section 2(a): A grievance is hereby defined to mean a complaint by an employee covered by this  
34 Agreement and based on an alleged violation of this Agreement or a dispute involving the meaning,  
35 interpretation or application thereof.

36  
37 Section 2(b): Grievances may be initiated by employees, either singly or jointly, or by the Association.  
38 Only the Association may, upon the request of the employee or employees, represent them or be present  
39 at any stage of the procedure. If an aggrieved employee so chooses, then the Association or its  
40 representative may act in all respects in behalf of the aggrieved employee.

41  
42 Section 2(c): If any employee covered by this Agreement shall present any grievance without  
43 representation by the P R & R Committee, the disposition, if any, of the grievance shall be consistent  
44 with the provisions of this Agreement. No grievance will be processed beyond Step One unless a  
45 representative of the P R & R Committee is present.

46  
47 The aggrieved employee shall be permitted to be heard at each level of the procedure under which the  
48 grievance shall be considered.

49  
50 Section 2(d): Only grievances filed within twenty-five (25) calendar days of their origin may be  
51 processed.

1  
2 An employee who believes that his/her contractual rights have been violated shall discuss the concern  
3 informally with his/her supervisor. Every reasonable effort shall be made to address the issue at this  
4 level.  
5

6 For purposes of this Article, an employee's "supervisor" is defined as, the Director or Department Head  
7 (if any), the Principal of the school building to which an employee is regularly assigned, or if the  
8 employee has no such regular assignment, the Director of Human Resources.  
9

#### 10 **STEP ONE**

11 The written grievance will include the name(s) of the aggrieved, school(s) and grade level(s) to which  
12 he/she is assigned, the nature of the grievance, the Article and section of the Agreement allegedly  
13 violated, the remedy sought, and the signature(s) of the grievant(s). It will also note the date when the  
14 issue giving rise to the grievance was discussed informally with the employees' immediate supervisor.  
15 Within 10 school days after receipt of the written grievance, the supervisor will meet with the aggrieved  
16 employee, together with the Chair of the P R & R Committee or his/her designated representative.  
17

18 The supervisor shall, on a prescribed form mutually agreed to by the Association and the Committee,  
19 make a record of the fact, time and place that this discussion has taken place. A copy of this form will  
20 be attached to any submission made under STEP THREE (a).  
21

#### 22 **STEP TWO**

23 In the event that the grievance shall not have been disposed of to the satisfaction of the aggrieved  
24 employee at STEP ONE, or in the event that no decision has been reached within five (5) school days  
25 after discussion of the grievance with the supervisor under Step one, the grievance shall be referred to  
26 the Superintendent of Schools within five (5) school days thereafter.  
27

28 The Superintendent shall represent the Committee at this level of the grievance procedure. Within five  
29 (5) school days after receipt of the written grievance by the Superintendent, he/she shall meet with the  
30 aggrieved employee and (if the employee so elects) also with the said Chair of the P R & R Committee  
31 or his/her designated representative in an effort to settle the grievance. The Superintendent will, within  
32 five (5) school days after such meeting, render a decision in writing to the grievant and to the  
33 Association.  
34

#### 35 **STEP THREE**

36 In the event that the aggrieved employee is yet aggrieved by the decision rendered in Step Two, or in  
37 the event that no decision has been rendered within ten (10) school days after the Step Two meeting, the  
38 grievance shall be referred in writing to the School Committee within five (5) school days thereafter.  
39 The Committee shall meet with the grievant and the P R & R Committee Chair or his/her designee not  
40 later than its next regular meeting in an effort to settle the grievance. The Committee will render a  
41 written decision to the grievant and the Association not later than its next regular meeting after the end  
42 of discussion of the grievances.  
43

44 Grievances relating to appointment, dismissal or suspension shall not be heard by the School  
45 Committee as prescribed in this step, but shall proceed directly to ARBITRATION if not resolved at  
46 STEP TWO. If the court or the legislature determines that, under M.G.L. Ch. 71, S.42, employees  
47 covered by this Agreement may seek redress for grievances related to appointment, termination or  
48 suspension at the School Committee level, this step shall be reinstated.  
49

50 **Section 3:** If any grievance is not filed at any step within the time limit for such filing, the grievance  
51 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:** Effective from August 1, 2016 - July 31, 2017, all steps and stipends will increase by 2%.

Effective from August 1, 2017 - July 31, 2018, all steps and stipends will increase by 2.25% plus the top step (15) will increase by 1%.

Effective from August 1, 2018 - July 31, 2019, all steps and stipends will increase by 2% plus the top step (15) will increase by 1%.

Salary Schedules attached

The parties will work together during the 2016-17 school year to study and recommend changes to the Unit A salary schedule to better reflect needs of educators, administrators and School Committee.

1

**School Year 2016 - 2017****Effective 8/1/2016**

Step	Bachelors	Masters	Masters +15	Masters +30	Masters +45	Masters +60	Masters +75	Doctorate
SA	A1	A2	AD-2	A3	AD-3	AD	AD-1	A4
1	46,023	50,625	53,156	55,688	57,080	58,473	59,934	61,395
2	47,865	52,649	55,282	57,915	59,362	60,809	62,330	63,851
3	49,778	54,756	57,494	60,233	61,739	63,243	64,823	66,406
4	51,769	56,946	59,793	62,641	64,207	65,772	67,417	69,061
5	53,841	59,224	62,186	65,147	66,775	68,403	70,114	71,822
6	55,994	61,594	64,673	67,752	69,446	71,139	72,919	74,697
7	58,234	64,057	67,260	70,462	72,223	73,985	75,835	77,685
8	60,564	66,619	69,950	73,280	75,113	76,945	78,868	80,790
9	62,986	69,286	72,749	76,212	78,118	80,023	82,024	84,025
10	65,325	71,857	75,449	79,042	81,019	82,994	85,069	87,143
11	66,630	73,295	76,960	80,624	82,640	84,656	86,772	88,888
12	67,964	74,761	78,499	82,236	84,292	86,347	88,505	90,665
13	69,320	76,256	80,069	83,882	85,980	88,077	90,278	92,481
14	70,708	77,783	81,671	85,560	87,699	89,838	92,085	94,331
15	72,123	79,339	83,304	87,270	89,452	91,634	93,927	96,217

1. +2% on all steps

**School Year 2017 - 2018****Effective 8/1/2017**

Step	Bachelors	Masters	Masters +15	Masters +30	Masters +45	Masters +60	Masters +75	Doctorate
SA	A1	A2	AD-2	A3	AD-3	AD	AD-1	A4
1	47,059	51,764	54,352	56,941	58,365	59,788	61,283	62,776
2	48,941	53,834	56,526	59,218	60,698	62,178	63,733	65,288
3	50,898	55,988	58,788	61,588	63,128	64,666	66,282	67,899
4	52,934	58,227	61,139	64,051	65,652	67,252	68,934	70,615
5	55,052	60,557	63,585	66,613	68,278	69,942	71,691	73,438
6	57,254	62,980	66,128	69,277	71,008	72,740	74,559	76,377
7	59,544	65,498	68,773	72,047	73,848	75,649	77,541	79,433
8	61,926	68,118	71,523	74,929	76,803	78,676	80,643	82,608
9	64,403	70,844	74,386	77,927	79,875	81,824	83,870	85,915
10	66,795	73,474	77,147	80,820	82,842	84,862	86,983	89,103
11	68,130	74,944	78,692	82,438	84,500	86,561	88,725	90,888
12	69,493	76,443	80,265	84,087	86,188	88,290	90,497	92,705
13	70,880	77,972	81,871	85,769	87,914	90,059	92,309	94,562
14	72,299	79,533	83,509	87,485	89,672	91,859	94,156	96,453
15	74,467	81,917	86,012	90,106	92,359	94,612	96,979	99,344

1. +2.25% on all steps + 1% on top step

**School Year 2018 - 2019**

**Effective 8/1/2018**

Step	Bachelors	Masters	Masters +15	Masters +30	Masters +45	Masters +60	Masters +75	Doctorate
SA	A1	A2	AD-2	A3	AD-3	AD	AD-1	A4
1	48,000	52,799	55,439	58,080	59,532	60,984	62,508	64,032
2	49,920	54,911	57,656	60,402	61,912	63,421	65,007	66,593
3	51,916	57,107	59,964	62,820	64,390	65,959	67,607	69,257
4	53,993	59,391	62,362	65,332	66,965	68,597	70,312	72,027
5	56,153	61,768	64,857	67,945	69,643	71,341	73,125	74,907
6	58,399	64,239	67,451	70,662	72,428	74,194	76,051	77,905
7	60,735	66,808	70,149	73,488	75,325	77,162	79,092	81,022
8	63,165	69,481	72,954	76,427	78,339	80,249	82,256	84,260
9	65,691	72,261	75,874	79,486	81,473	83,460	85,547	87,633
10	68,131	74,943	78,690	82,437	84,498	86,559	88,723	90,885
11	69,492	76,443	80,265	84,087	86,190	88,292	90,499	92,706
12	70,883	77,972	81,871	85,769	87,912	90,056	92,307	94,559
13	72,298	79,531	83,508	87,484	89,673	91,860	94,156	96,453
14	73,745	81,124	85,179	89,234	91,465	93,696	96,040	98,382
15	76,701	84,375	88,592	92,810	95,130	97,450	99,889	102,324

1. +2% on all steps + 1% on top step

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 masters degree was awarded will satisfy the requirements of the Plus 30 category.

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.

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.

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

5  
6 Written notice must be submitted to the Director of Human Resources on or before November 1  
7 preceding the year in which the change of degree status will take place. Evidence of receipt of the  
8 change of degree status must be submitted to the Superintendent on or before August 25.

9  
10 Section 2:

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

16  
17 On the secondary level, pay will be based on the number of periods to which a educator is assigned out  
18 of thirty (30) periods. Assigned periods are defined as student supervision periods (teaching or duty  
19 periods).

20  
21 The following examples are for clarification of the above contract changes in *ARTICLES IX and XII*.

22  
23 ONE-HALF TIME EDUCATORS:

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

27  
28 TWO-THIRDS TIME EDUCATORS:

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

32  
33 Section 3:

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

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

5  
6 (b) Any educator who agrees to work or is administratively directed to work beyond the  
7 accepted school year shall be compensated on a pro rata (e.g. annual salary/183) basis of his/her  
8 current salary. This provision shall not apply to staff members who participate in Summer  
9 School, Adult Education, or Summer Workshop Programs. In addition, the parties agree that per-  
10 diem compensation will be paid to Unit A members who are administratively assigned to  
11 perform the regular functions of their job beyond the contractually defined school year.

12  
13 Examples include:

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

20  
21 The regular workshop rate will be paid for the following:

- 22 1. Preparation of curriculum materials as workshop presenter
- 23 2. Scheduling of students (e.g. middle school, 2 day maximum)
- 24 3. Attendance as participant at curriculum meeting required by Administration
- 25 4. Development of curriculum materials as part of a curriculum workshop committee.

26  
27 (c) Guidance Counselors at the high school and middle school level shall work five (5) additional  
28 days (pro-rated for part-time) each school year.

29  
30 Section 4: *The School Committee* will establish a tuition reimbursement fund in the amount of  
31 \$28,000 a year (July 1 – June 30). Effective August 1, 2017, the tuition reimbursement fund will  
32 be increased to \$30,000. Members of Units A and B are eligible to participate. Each member  
33 may submit an application for reimbursement for graduate level courses taken at an accredited  
34 institution. Courses must be pre-approved by the Assistant Superintendent or her/his designee  
35 and a minimum grade of B must be received. Reimbursement will be approved upon submission  
36 of a completed application with receipt of payment and official transcript attached, according to  
37 the provisions below.

38  
39 A one-week application period will be established in April when all material must be submitted  
40 to the Director of Human Resources. Educators should submit a completed application along  
41 with receipt of payment and official transcript. The tuition reimbursement fund will be equally  
42 distributed among applicants, provided that no individual shall receive reimbursement for more  
43 than the cost of the course(s) approved and submitted

44  
45 Payment of tuition reimbursement will be made by June 30, unless the course ends in June, in  
46 which case a purchase order will be completed and reimbursement will be in July.

1 Receipt of payment must be received by HR during the April application period. Grades for  
2 spring courses may be submitted until June 30.

3  
4 The reimbursement year will go from July 1 through June 30 (the fiscal year). Courses taken in  
5 July will not be reimbursed until the following July. An educator who resigns with an effective  
6 date prior to reimbursement date is not eligible for reimbursement.

7  
8 Section 5: Compensation for the position of "Assistant to the Principal" in elementary schools  
9 shall be as shown below:

10  
11 Assistant to the Principal: Note: Stipend below reflects annualized rate.

12 School Year 16-17	\$1,700
13 School Year 17-18	\$1,738
14 School Year 18-19	\$1,773

15  
16 Section 6: Team Leaders, Curriculum Specialists, Elementary Instructional Leaders, Student  
17 Services Instructional Leaders and Elementary Building-Based PLC Leaders will be appointed by  
18 the Superintendent on an annual basis.

19  
20 Elementary Instructional Leaders (EIL's) will be appointed for each elementary grade level. An  
21 Elementary Learning Center Instructional Leader (ELCIL) position will be established to lead all  
22 elementary learning center educators. An Elementary Building-Based PLC Leader will be appointed  
23 for each elementary grade at each elementary school.

24  
25 Effective for School Year 2016-17, Elementary Instructional Leaders and Elementary Learning  
26 Center Instructional Leaders will be compensated at the rate of \$2,950. The rate for School Year  
27 2017-18 will be \$3,016 and the rate for 2018-19 will be \$3,077. This stipend applies to Leaders  
28 of groups of 15 or more and will be shared if the role is shared.

29  
30 A selection committee composed of 5 EAN members and 3 members of the Administration shall  
31 interview and recommend interested candidates annually. One or two Elementary Instructional  
32 Leaders will be appointed to each elementary grade level.

33  
34 Student Services Instructional Leaders will be appointed annually in each of the following areas:  
35 Speech and Language Pathologists/Occupational Therapists/Physical Therapists, Elementary  
36 Learning Center, School Psychologists/Adjustment Counselors/Social Workers, K-8 Guidance  
37 and ELL. One or two people may fill each of these positions. If one person performs the role,  
38 they will receive a stipend of \$1,900 for School Year 2016-17, \$1,943 for School Year 2017-18  
39 and \$1,982 for School Year 2018-19. If two people share the role then each person will receive  
40 the stipend of \$1,200 for SY 2016-17, \$1,227 for SY 2017-18 and \$1,252 for SY2018-19.

41  
42 Team Leaders will be appointed to each grade level team, ELL, Elementary Libraries, and to  
43 student services.

44  
45 Curriculum Specialists will be appointed in each of the following areas: Foreign Language,  
46 Social Studies, Technology, Computer Science, and Science and 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 2016-2017      \$ 2,800 [more than 5 person team]  
\$ 1,900[4-5 person team]  
\$ 1,200 [2-3 person team]  
\$ 1,200[Student Services team]

School Year 2017-2018      \$ 2,863 [more than 5 person team]  
\$ 1,943[4-5 person team]  
\$ 1,227 [2-3 person team]  
\$ 1,227[Student Services team]

School Year 2018-2019      \$ 2,920 [more than 5 person team]  
\$ 1,982 [4-5 person team]  
\$ 1,252 [2-3 person team]  
\$ 1,252 [Student Services team]

Effective for School Year 2016-2017, the Evaluation Team Leaders will receive a stipend of \$8,500. Effective for School Year 2017-2018, the Evaluation Team Leaders will receive a stipend of \$8,691. Effective for School Year 2018-2019, the Evaluation Team Leaders will receive a stipend of \$8865. (This stipend is consistent with the Unit B Department Head stipend.)

<b>School Year 2016-2017</b>	
In House Coverage (Elementary School and Middle School)	\$33
In House Coverage (High School)	\$44
Assistant to the Principal	\$1,700
Team Leader, Curriculum Specialist, Elementary building-based PLC Leader (more than 5 person team)	\$2,800
Team Leader, Curriculum Specialist, Elementary building-based PLC Leader (4-5 person team)	\$1,900
Team Leader, Curriculum Specialist, Elementary building-based PLC Leader (2-3 person team)	\$1,200
Student Services Team Leader	\$1,200
Evaluation Team Leader	\$8,500

Mentoring Stipend	\$1,200
Building Based Mentor Leaders	\$900
Mentoring Training	\$60
Student Services Instructional Leader - 1 person	\$1,900
Student Services Instructional Leader - 2 people	\$1,200 each
Elementary Instructional Leaders (groups of 15 or more)	\$2,950
Elementary Learning Center Instructional Leaders (groups of 15 or more)	\$2,950

1

<b>School Year 2017-2018</b>	
In House Coverage (Elementary School and Middle School)	\$33.74
In House Coverage (High School)	\$44.99
Assistant to the Principal	\$1,700
Team Leader, Curriculum Specialist, Elementary building-based PLC Leader (more than 5 person team)	\$2,863
Team Leader, Curriculum Specialist, Elementary building-based PLC Leader (4-5 person team)	\$1,943
Team Leader, Curriculum Specialist, Elementary building-based PLC Leader (2-3 person team)	\$1,227
Student Services Team Leader	\$1,227
Evaluation Team Leader	\$8,691
Mentoring Stipend	\$1,227
Building Based Mentor Leaders	\$920
Mentoring Training	\$61
Student Services Instructional Leader - 1 person	\$1,943
Student Services Instructional Leader - 2 people	\$1,227 each
Elementary Instructional Leaders (groups of 15 or more)	\$3,016
Elementary Learning Center Instructional Leaders (groups of 15 or more)	\$3,016

<b>School Year 2018-2019</b>	
In House Coverage (Elementary School and Middle School)	\$34.42
In House Coverage (High School)	\$45.89
Assistant to the Principal	\$1,773
Team Leader, Curriculum Specialist, Elementary building-based PLC Leader (more than 5 person team)	\$2,920
Team Leader, Curriculum Specialist, Elementary building-based PLC Leader (4-5 person team)	\$1,982
Team Leader, Curriculum Specialist, 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	\$63
Student Services Instructional Leader - 1 person	\$1,982
Student Services Instructional Leader - 2 people	\$1,252 each
Elementary Instructional Leaders (groups of 15 or more)	\$3,077
Elementary Learning Center Instructional Leaders (groups of 15 or more)	\$3,077

2

3 **Section 7: Coaching Salaries**

4

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

6

**NATICK PUBLIC SCHOOLS**  
**EAN Unit - Coaches**  
**2017 - 2019**

Category	Level	Step	School Year 2016 - 2017	School Year 2017 - 2018	School Year 2018 - 2019
Athletic Coordinator - Middle School	Head	1	\$2,126	\$2,174	\$2,217
		2	\$2,280	\$2,331	\$2,378
		3	\$2,580	\$2,638	\$2,691
Baseball	Head	1	\$5,888	\$6,020	\$6,140
		2	\$6,266	\$6,407	\$6,535
		3	\$6,645	\$6,795	\$6,931
	Sub Varsity	1	\$3,987	\$4,077	\$4,159
		2	\$4,177	\$4,271	\$4,356
		3	\$4,555	\$4,657	\$4,750
	Asst Varsity	1	\$2,657	\$2,717	\$2,771
		2	\$2,849	\$2,913	\$2,971
		3	\$3,225	\$3,298	\$3,364
	Freshman Head	1	\$2,657	\$2,717	\$2,771
		2	\$2,849	\$2,913	\$2,971
		3	\$3,225	\$3,298	\$3,364
Basketball (Boys & Girls)	Head	1	\$5,888	\$6,020	\$6,140
		2	\$6,266	\$6,407	\$6,535
		3	\$6,645	\$6,795	\$6,931
	Sub Varsity	1	\$3,987	\$4,077	\$4,159
		2	\$4,177	\$4,271	\$4,356
		3	\$4,555	\$4,657	\$4,750
	Freshman Head	1	\$2,657	\$2,717	\$2,771
		2	\$2,849	\$2,913	\$2,971
		3	\$3,225	\$3,298	\$3,364
Basketball (Boys & Girls) - Middle School		1	\$2,126	\$2,174	\$2,217
		2	\$2,280	\$2,331	\$2,378
		3	\$2,580	\$2,638	\$2,691
Barnhill Basketball (Boys & Girls) - Wilson only	Per Diem	1	\$43	\$44	\$45
		2	\$46	\$47	\$48
		3	\$52	\$53	\$54
Cheerleader (Fall & Winter) (payment per season)	Head	1	\$4,369	\$4,467	\$4,556
		2	\$4,555	\$4,657	\$4,750
		3	\$4,934	\$5,045	\$5,146
Cheerleader JV (Fall & Winter)	Head	1	\$2,657	\$2,717	\$2,771
		2	\$2,849	\$2,913	\$2,971
		3	\$3,225	\$3,298	\$3,364
Faculty Manager (paid in 3 payments)	High School	1	\$3,912	\$4,000	\$4,080
		2	\$4,108	\$4,200	\$4,284
		3	\$4,499	\$4,600	\$4,692
Field Hockey	Head	1	\$5,888	\$6,020	\$6,140
		2	\$6,266	\$6,407	\$6,535
		3	\$6,645	\$6,795	\$6,931
	Sub Varsity	1	\$3,987	\$4,077	\$4,159
		2	\$4,177	\$4,271	\$4,356
		3	\$4,555	\$4,657	\$4,750
	Freshman	1	\$2,657	\$2,717	\$2,771
		2	\$2,849	\$2,913	\$2,971
		3	\$3,225	\$3,298	\$3,364
Field Hockey (Girls) - Middle School	Head	1	\$2,126	\$2,174	\$2,217
		2	\$2,280	\$2,331	\$2,378
		3	\$2,580	\$2,638	\$2,691
Football	Head	1	\$9,974	\$10,198	\$10,402
		2	\$11,150	\$11,401	\$11,629
		3	\$11,733	\$11,997	\$12,237
	First Assistant	1	\$6,261	\$6,402	\$6,530
		2	\$6,646	\$6,796	\$6,932
		3	\$6,866	\$7,020	\$7,160

**NATICK PUBLIC SCHOOLS**  
**EAN Unit - Coaches**  
**2017 - 2019**

Category	Level	Step	School Year 2017-2018	School Year 2017-2018	School Year 2018-2019
Football (continued)	Assistant Varsity (3)	1	\$5,672	\$5,800	\$5,916
		2	\$6,064	\$6,200	\$6,324
		3	\$6,646	\$6,796	\$6,932
	Head Freshman	1	\$3,324	\$3,366	\$3,467
		2	\$3,522	\$3,601	\$3,673
		3	\$4,514	\$4,616	\$4,708
	Assistant Freshman	1	\$2,348	\$2,401	\$2,449
		2	\$2,546	\$2,603	\$2,655
		3	\$2,739	\$2,801	\$2,857
Golf	Head	1	\$3,987	\$4,077	\$4,159
		2	\$4,177	\$4,271	\$4,356
		3	\$4,555	\$4,657	\$4,750
Gymnastics	Head	1	\$3,987	\$4,077	\$4,159
		2	\$4,177	\$4,271	\$4,356
		3	\$4,555	\$4,657	\$4,750
	Assistant	1	\$2,657	\$2,717	\$2,771
		2	\$2,849	\$2,913	\$2,971
		3	\$3,225	\$3,298	\$3,364
Ice Hockey (Boys & Girls)	Head	1	\$5,888	\$6,020	\$6,140
		2	\$6,266	\$6,407	\$6,535
		3	\$6,645	\$6,796	\$6,931
	Sub Varsity	1	\$3,987	\$4,077	\$4,159
		2	\$4,177	\$4,271	\$4,356
		3	\$4,555	\$4,657	\$4,750
	Freshman	1	\$2,657	\$2,717	\$2,771
		2	\$2,849	\$2,913	\$2,971
		3	\$3,225	\$3,298	\$3,364
Lacrosse (Boys & Girls)	Head	1	\$5,888	\$6,020	\$6,140
		2	\$6,266	\$6,407	\$6,535
		3	\$6,645	\$6,796	\$6,931
	Sub Varsity	1	\$3,987	\$4,077	\$4,159
		2	\$4,177	\$4,271	\$4,356
		3	\$4,555	\$4,657	\$4,750
	Freshman	1	\$2,657	\$2,717	\$2,771
		2	\$2,849	\$2,913	\$2,971
		3	\$3,225	\$3,298	\$3,364
Sailing	Head	1	\$4,369	\$4,467	\$4,556
		2	\$4,555	\$4,657	\$4,750
		3	\$4,934	\$5,045	\$5,146
Ski	Head	1	\$4,369	\$4,467	\$4,556
		2	\$4,555	\$4,657	\$4,750
		3	\$4,934	\$5,045	\$5,146
Soccer (Boys & Girls)	Head	1	\$5,888	\$6,020	\$6,140
		2	\$6,266	\$6,407	\$6,535
		3	\$6,645	\$6,796	\$6,931
	Sub Varsity	1	\$3,987	\$4,077	\$4,159
		2	\$4,177	\$4,271	\$4,356
		3	\$4,555	\$4,657	\$4,750
	Freshman	1	\$2,657	\$2,717	\$2,771
		2	\$2,849	\$2,913	\$2,971
		3	\$3,225	\$3,298	\$3,364
Softball	Head	1	\$5,888	\$6,020	\$6,140
		2	\$6,266	\$6,407	\$6,535
		3	\$6,645	\$6,796	\$6,931
	Sub Varsity	1	\$3,987	\$4,077	\$4,159
		2	\$4,177	\$4,271	\$4,356
		3	\$4,555	\$4,657	\$4,750
	Asst Varsity	1	\$2,657	\$2,717	\$2,771
		2	\$2,849	\$2,913	\$2,971
		3	\$3,225	\$3,298	\$3,364
Freshman	Freshman	1	\$2,657	\$2,717	\$2,771
		2	\$2,849	\$2,913	\$2,971
		3	\$3,225	\$3,298	\$3,364

**NATICK PUBLIC SCHOOLS**  
**EAN Unit - Coaches**  
**2017 - 2019**

Category	Level	Step	School Year 2016 - 2017	School Year 2017 - 2018	School Year 2018 - 2019
Swimming (Boys & Girls)	Head	1	\$4,312	\$4,408	\$4,497
		2	\$4,500	\$4,601	\$4,693
		3	\$4,680	\$4,890	\$5,080
	Assistant	1	\$2,657	\$2,717	\$2,771
		2	\$2,849	\$2,913	\$2,971
		3	\$3,225	\$3,298	\$3,364
Tennis (Boys & Girls)	Head	1	\$3,987	\$4,077	\$4,169
		2	\$4,177	\$4,271	\$4,366
		3	\$4,555	\$4,657	\$4,750
	Assistant	1	\$2,657	\$2,717	\$2,771
		2	\$2,849	\$2,913	\$2,971
		3	\$3,225	\$3,298	\$3,364
Track : Cross Country - (Boys & Girls)	Head	1	\$5,980	\$6,115	\$6,237
		2	\$6,264	\$6,406	\$6,533
		3	\$6,835	\$6,989	\$7,129
	Assistant	1	\$3,984	\$4,074	\$4,166
		2	\$4,274	\$4,370	\$4,457
		3	\$4,838	\$4,947	\$5,046
Track : Cross Country - Middle School (1 coach covers both Boys & Girls)	Head	1	\$3,188	\$3,260	\$3,325
		2	\$3,419	\$3,496	\$3,566
		3	\$3,871	\$3,958	\$4,037
Track: Indoor (Boys & Girls)	Head	1	\$4,910	\$5,020	\$5,120
		2	\$5,096	\$5,211	\$5,315
		3	\$5,474	\$5,597	\$5,709
	Sub Varsity	1	\$2,849	\$2,910	\$2,971
		2	\$3,225	\$3,296	\$3,364
		3	\$3,420	\$3,497	\$3,567
	Assistant	1	\$2,657	\$2,717	\$2,771
		2	\$2,849	\$2,913	\$2,971
		3	\$3,225	\$3,298	\$3,364
Track: Outdoor (Boys & Girls)	Head	1	\$4,910	\$5,020	\$5,120
		2	\$5,096	\$5,211	\$5,315
		3	\$5,474	\$5,597	\$5,709
	Sub Varsity	1	\$2,849	\$2,913	\$2,971
		2	\$3,225	\$3,296	\$3,364
		3	\$3,420	\$3,497	\$3,567
	Assistant	1	\$2,657	\$2,717	\$2,771
		2	\$2,849	\$2,913	\$2,971
		3	\$3,225	\$3,298	\$3,364
Track: Outdoor (Boys & Girls) - Middle School	Head	1	\$2,126	\$2,174	\$2,217
		2	\$2,280	\$2,331	\$2,378
		3	\$2,580	\$2,638	\$2,691
Trainer (paid in 3 payments)	Head	1	\$11,392	\$11,648	\$11,881
		2	\$12,155	\$12,426	\$12,677
		3	\$13,290	\$13,569	\$13,881
	Assistant	1	\$8,731	\$8,927	\$9,108
		2	\$9,112	\$9,317	\$9,503
		3	\$9,769	\$9,989	\$10,189
Volleyball (Boys & Girls)	Head	1	\$5,888	\$6,020	\$6,140
		2	\$6,266	\$6,407	\$6,535
		3	\$6,845	\$6,995	\$7,131
	Sub Varsity	1	\$3,987	\$4,077	\$4,169
		2	\$4,177	\$4,271	\$4,366
		3	\$4,555	\$4,657	\$4,750
	Freshman	1	\$2,657	\$2,717	\$2,771
		2	\$2,849	\$2,913	\$2,971
		3	\$3,225	\$3,298	\$3,364
Volleyball (Boys & Girls) - Middle School	Head	1	\$2,126	\$2,174	\$2,217
		2	\$2,280	\$2,331	\$2,378
		3	\$2,580	\$2,638	\$2,691

**NATICK PUBLIC SCHOOLS  
EAN Unit - Coaches  
2017 - 2019**

Category	Level	Step	School Year 2016 - 2017	School Year 2017 - 2018	School Year 2018 - 2019
Wrestling	Head	1	\$5,888	\$6,020	\$6,140
		2	\$6,266	\$6,407	\$6,535
		3	\$6,645	\$6,795	\$6,931
	Sub Varsity	1	\$3,987	\$4,077	\$4,159
		2	\$4,177	\$4,271	\$4,356
		3	\$4,555	\$4,657	\$4,750
	Freshman	1	\$2,857	\$2,717	\$2,771
		2	\$2,849	\$2,913	\$2,971
		3	\$3,225	\$3,298	\$3,364
Wrestling - Middle School	Head	1	\$2,126	\$2,174	\$2,217
		2	\$2,280	\$2,331	\$2,378
		3	\$2,580	\$2,638	\$2,691

(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 a 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.

1 **Section 8: Intramural Program**

2  
3 The intramural program will be conducted for the students at the secondary level. Hourly rates of  
4 pay for persons working in these programs will be as displayed below.  
5

Step	16-17	17-18	18-19
1	13.04	13.33	13.6
2	14.05	14.37	14.66
3	15.05	15.39	15.70
4	16.04	16.40	16.73
5	17.02	17.40	17.75
6	18.03	18.44	18.81

6  
7  
8 **Section 9(a): Specialty Advisors**

9  
10 Specialty Advisors will be compensated as follows:  
11

**NATICK PUBLIC SCHOOLS**  
**EAN Unit - Specialty Advisors**  
**School Years 2016-2017, 2017-2018, 2018-2019**

Position		Ratio	School Year 2016 - 2017	School Year 2017 - 2018	School Year 2018 - 2019
Per terms of the contract: Ratio 1.0 = 3%			\$44,736 \$1,342	\$45,742 \$1,372	\$46,657 \$1,400
<b>Government</b> (All Group I)	Freshman Class Advisor I	1.00	\$1,342	\$1,372	\$1,400
	Freshman Class Advisor II	1.00	\$1,342	\$1,372	\$1,400
	Sophomore Class Advisor I	1.25	\$1,678	\$1,715	\$1,750
	Sophomore Class Advisor II	1.25	\$1,678	\$1,715	\$1,750
	Junior Class Advisor I	1.75	\$2,349	\$2,401	\$2,450
	Junior Class Advisor II	1.75	\$2,349	\$2,401	\$2,450
	Senior Class Advisor I	2.50	\$3,355	\$3,430	\$3,500
	Senior Class Advisor II	2.50	\$3,355	\$3,430	\$3,500
	National Honor Society Advisor I	2.00	\$2,684	\$2,744	\$2,800
	National Honor Society Advisor II	2.00	\$2,684	\$2,744	\$2,800
	High School Student Council Advisor	3.00	\$4,026	\$4,116	\$4,200
	Middle School Student Council Advisor	1.50	\$2,013	\$2,058	\$2,100
<b>Publications</b> (All Group I)	High School Literary Magazine Advisor	1.00	\$1,342	\$1,372	\$1,400
	Middle School Yearbook Advisor	1.00	\$1,342	\$1,372	\$1,400
<b>Drama / Music</b> (All Group I)	Middle School Drama Director (Fall)	2.50	\$3,355	\$3,430	\$3,500
	Middle School Drama Director (Spring)	2.00	\$2,684	\$2,744	\$2,800
	Middle School Musical Drama Director				
	(only if music is performed)	2.50	\$3,355	\$3,430	\$3,500
	Middle School Show Producer (Fall)	1.00	\$1,342	\$1,372	\$1,400
	Middle School Drama Producer (Spring)	1.00	\$1,342	\$1,372	\$1,400
	Middle School Technical Theater (Fall)	1.00	\$1,342	\$1,372	\$1,400
	Middle School Drama Technical Director (Spring)	1.00	\$1,342	\$1,372	\$1,400
	Middle School Jazz/Specialty Band	1.50	\$2,013	\$2,058	\$2,100
	Middle School Pops Chorus/Specialty Chorus	1.50	\$2,013	\$2,058	\$2,100
	High School Drama Production Director I	3.75	\$5,033	\$5,145	\$5,250
	High School Drama Production Director II				
	(only when senior play is musical)	1.50	\$2,013	\$2,058	\$2,100
	High School Musical Director	4.50	\$6,039	\$6,174	\$6,300
	High School Musical Choral & Orchestra Director	4.25	\$5,704	\$5,831	\$5,950
	High School Jazz Ensemble Director	2.75	\$3,691	\$3,773	\$3,850
	High School Parade/Pep Band Director	1.00	\$1,342	\$1,372	\$1,400
	High School Costume	1.00	\$1,342	\$1,372	\$1,400
	High School Lighting Director	1.00	\$1,342	\$1,372	\$1,400
	High School Set Construction	1.00	\$1,342	\$1,372	\$1,400
	High School Show Producer	1.00	\$1,342	\$1,372	\$1,400
	High School Choreographer	1.50	\$2,013	\$2,058	\$2,100
	High School House Manager	Per Night	\$78	\$80	\$82
<b>Clubs</b> (All Group I except * which are Group II)	Middle School Math Team*	2.50	\$3,355	\$3,430	\$3,500
	Middle School Future Engineers & Robotics Advisor*	1.25	\$1,678	\$1,715	\$1,750
	High School Art Club Advisor	1.00	\$1,342	\$1,372	\$1,400
	High School Academic Decathlon Coach	2.00	\$2,684	\$2,744	\$2,800
	High School Competitive Speech Advisor	5.00	\$6,710	\$6,860	\$7,000
	High School Competitive Speech Assistant	1.75	\$2,349	\$2,401	\$2,450

**NATICK PUBLIC SCHOOLS**  
**EAN Unit - Specialty Advisors**  
**School Years 2016-2017, 2017-2018, 2018-2019**

<i>Position</i>		<i>Ratio</i>	<i>School Year 2016 - 2017</i>	<i>School Year 2017 - 2018</i>	<i>School Year 2018 - 2019</i>
Per terms of the contract: Ratio 1.0 = 3%			\$44,736 \$1,342	\$45,742 \$1,372	\$46,657 \$1,400
<b>Government</b> (All Group I)	Freshman Class Advisor I	1.00	\$1,342	\$1,372	\$1,400
	Freshman Class Advisor II	1.00	\$1,342	\$1,372	\$1,400
	Sophomore Class Advisor I	1.25	\$1,678	\$1,715	\$1,750
	Sophomore Class Advisor II	1.25	\$1,678	\$1,715	\$1,750
	Junior Class Advisor I	1.75	\$2,349	\$2,401	\$2,450
	Junior Class Advisor II	1.75	\$2,349	\$2,401	\$2,450
	Senior Class Advisor I	2.50	\$3,355	\$3,430	\$3,500
	Senior Class Advisor II	2.50	\$3,355	\$3,430	\$3,500
	National Honor Society Advisor I	2.00	\$2,684	\$2,744	\$2,800
	National Honor Society Advisor II	2.00	\$2,684	\$2,744	\$2,800
	High School Student Council Advisor	3.00	\$4,026	\$4,116	\$4,200
	Middle School Student Council Advisor	1.50	\$2,013	\$2,058	\$2,100
<b>Publications</b> (All Group I)	High School Literary Magazine Advisor	1.00	\$1,342	\$1,372	\$1,400
	Middle School Yearbook Advisor	1.00	\$1,342	\$1,372	\$1,400
<b>Drama / Music</b> (All Group I)	Middle School Drama Director (Fall)	2.50	\$3,355	\$3,430	\$3,500
	Middle School Drama Director (Spring)	2.00	\$2,684	\$2,744	\$2,800
	Middle School Musical Drama Director (only if music is performed)	2.50	\$3,355	\$3,430	\$3,500
	Middle School Show Producer (Fall)	1.00	\$1,342	\$1,372	\$1,400
	Middle School Drama Producer (Spring)	1.00	\$1,342	\$1,372	\$1,400
	Middle School Technical Theater (Fall)	1.00	\$1,342	\$1,372	\$1,400
	Middle School Drama Technical Director (Spring)	1.00	\$1,342	\$1,372	\$1,400
	Middle School Jazz/Specialty Band	1.50	\$2,013	\$2,058	\$2,100
	Middle School Pops Chorus/Specialty Chorus	1.50	\$2,013	\$2,058	\$2,100
	High School Drama Production Director I	3.75	\$5,033	\$5,145	\$5,250
	High School Drama Production Director II (only when senior play is musical)	1.50	\$2,013	\$2,058	\$2,100
	High School Musical Director	4.50	\$6,039	\$6,174	\$6,300
	High School Musical Choral & Orchestra Director	4.25	\$5,704	\$5,831	\$5,950
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	High School Costume	1.00	\$1,342	\$1,372	\$1,400
	High School Lighting Director	1.00	\$1,342	\$1,372	\$1,400
	High School Set Construction	1.00	\$1,342	\$1,372	\$1,400
	High School Show Producer	1.00	\$1,342	\$1,372	\$1,400
	High School Choreographer	1.50	\$2,013	\$2,058	\$2,100
	High School House Manager	Per Night	\$78	\$80	\$82
<b>Clubs</b> (All Group I except * which are Group II)	Middle School Math Team*	2.50	\$3,355	\$3,430	\$3,500
	Middle School Future Engineers & Robotics Advisor*	1.25	\$1,678	\$1,715	\$1,750
	High School Art Club Advisor	1.00	\$1,342	\$1,372	\$1,400
	High School Academic Decathlon Coach	2.00	\$2,684	\$2,744	\$2,800
	High School Competitive Speech Advisor	5.00	\$6,710	\$6,860	\$7,000
	High School Competitive Speech Assistant	1.75	\$2,349	\$2,401	\$2,450

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1 **Section 9(b): Specialty Advisor Review Committee**

2  
3 1. Composition of the Committee

- 4  
5 A. The Director of Human Resources and the principal (or their designee) from each middle  
6 school and the high school.  
7 B. Three members of the Education Association of Natick consisting of at least one member  
8 from each middle school and the high school and one member of Unit B.  
9

10 2. Responsibilities of the Committee

- 11  
12 A. Review ratio assignments and make recommendations for changes to be negotiated between  
13 the parties for Group I activities based on each activity's end of year report.  
14 B. Establish ratio assignments for Group II activities for the following school year, based on  
15 each activity's end of year report.  
16

17 By **May 27th**, each Specialty Advisor is expected to submit an end-of-the-year report to the  
18 principal, which should carefully relate how well the program goals were met for the year. If the  
19 activity has not been completed by May 27th, then an interim report with the current information  
20 will be provided. Additionally, advisors should include in these reports any recommendations for  
21 change in the activity for the next school year (this may include a request for a change in the  
22 advisor's stipend).  
23

24 3. Frequency of Meetings

- 25  
26 A. September - Initial review of principals' recommendations for appointments of Specialty  
27 Advisors.  
28 B. December - Review of positions - recommendations for elimination of existing positions or  
29 establishment of new positions prior to final budget determinations.  
30 C. May - Review of year - general discussion of Specialty Advisor program.  
31

32 **Section 9(c): Principals' Options**

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

- 34  
35 a. To divide a single Specialty Advisor's position and assign its area of responsibility of two (2)  
36 persons at 1/2 pay each.  
37 b. To combine two (2) similar Specialty Advisor's positions and assign them to a single person at  
38 double pay.  
39

40 Funds budgeted for specialty advisor positions that go unfilled may be used to fund one or more  
41 new positions, upon recommendation of the specialty review committee and approval of the  
42 principal and School Committee.  
43

44 **Section 10(d):** Extra Curricular activities will, to the extent possible, be voluntary. If there is no  
45 volunteer for a position, the principal of the school involved may appoint an educator to the  
46 position. The Association and the Superintendent will be notified in writing of any such

1 appointments.

- 2
- 3 1. The principal shall appoint advisors on a yearly basis.
- 4 2. All Specialty Advisors' salaries will be paid when the activity is completed.
- 5

#### 6 **Section 10: Payments and Deductions**

7 (a) Appropriate payroll deductions will be made for federal and state taxes and for any other payroll  
8 deductions required by the law.

9

10 (b) The Committee agrees to make salary deductions for premiums for tax-free annuities in such  
11 sums as designated in writing by individual participants.

12

13 (c) Effective for the 2016-2017, members of Units A & B will be paid over 26 equal  
14 installments, All employees will receive a lump sum payment at the end of the school year on  
15 payroll # 22 (6/20/17) equal to 5 paychecks (# 22-26 6/20, 7/4, 7/18, 8/1, 8/15). If school is still  
16 in session on 6/20/17, then the lump sum payment will occur on payroll #23 (7/4/17) equal to 4  
17 paychecks (#23-26 7/4, 7/18, 8/1, 8/15).

18 For School Year 2017-2018, the first payment will be on 9/12/17. All employees will receive a  
19 lump sum payment at the end of the school year on payroll # 22 (7/3/18) equal to 5 paychecks (#  
20 22-26).

21 For School Year 2018-2019, the first payment will be on 9/11/18. All employees will receive a  
22 lump sum payment at the end of the school year on payroll # 22 (7/2/19) equal to 5 paychecks (#  
23 22-26).

24

25

26 (d) The Association shall not hold the Committee responsible, in any way, for any failure of  
27 compliance or adherence to the above pay calendar that occurs through no fault of the  
28 Committee.

29

30 (e) Effective 8/27/12, direct deposit will be mandatory for all Unit A and B members.

31

32 (f) AGENCY FEE

33

34 (1) Effective on the date of ratification (September 1, 1982) of this Agreement by both the  
35 Association and the Committee, all persons who are members of the Education Association  
36 of Natick will either remain members as to the payment of regular local, state and national  
37 dues or be subject to an agency service fee as a condition of employment pursuant to the  
38 provisions of this contract and G.L. 150 & 12.

39

40 (2) Persons who are not members of the Association on the date of ratification of this  
41 Agreement (September 1, 1982) by both parties will be "grandfathered" and will not be  
42 subject to an agency service fee except as set forth in (3) and (4) below.

43

44 (3) If a "grandfathered" member of the unit subsequently joins the Association, he/she shall  
45 remain either a member of the Association, or be subject to an agency service fee as a

condition of employment pursuant to the provisions of this contract and to the provisions G.L. c.150 & 12.

(4) A "grandfathered" member who is RIFFED and not recalled during the recall period but is rehired after the recall period will be considered a new employee and subject to the agency service fee.

(5) Employees hired after the effective date of ratification (September 1, 1982) of this Agreement by both parties shall be subject to an agency service fee as a condition of employment pursuant to the provisions of this contract and the provisions of G.L. c.150 & 12 on or after the 30th day following the beginning of such employment.

### ***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 language)	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.

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

1 the schools to which they will be assigned, and the grades and/or subjects that they will have as  
2 soon as possible and under normal circumstances, not later than two weeks prior to the scheduled  
3 last day of the school year. Upon request of the educator, the tentative programs will be discussed  
4 in conference with his/her supervisor at which time reasons for the assignment will be given.  
5 Whenever possible, secondary school educators will not be required to teach in more than two  
6 subject fields.

7  
8 Section 1(b): If any change is made in the subject, grade or school to which an educator has been  
9 assigned and of which assignment he/she has been previously notified, it shall be the responsibility  
10 of the principal and/or vice principal and/or department head or nurse supervisor to notify the  
11 educator of such change and the reasons why in writing within five (5) calendar days after such  
12 change has been made. In cases where mail is used, posting shall constitute notice. Upon request of  
13 the educator, the subsequent changes will be discussed in conference with his/her supervisor at  
14 which time reasons for the change will be given.

15  
16 Section 2: In order to assure that pupils are taught by educators within their area of competence,  
17 educators will not be assigned, except temporarily and for good cause, outside the scope of their  
18 teaching licenses and/or their major or minor fields of study.

19  
20 Section 3: Changes in grade assignments in the elementary schools, subject assignments in the  
21 secondary schools and building assignments for nurses will be to the extent possible voluntary.  
22 Primary consideration should be given to qualified educators in the system when vacancies occur.

23  
24 Section 4: Educator assignments will be made without regard to race, creed, color, religion,  
25 nationality, sex, age, physical or mental disability, sexual orientation or marital status.

26  
27 Section 5: If an involuntary transfer from one building to another is necessary, the least senior  
28 qualified, licensed educator within the discipline shall be transferred whenever possible. Such an  
29 involuntary transfer from one building to another will be made only after a collaborative meeting  
30 with the sending and receiving principals, affected or interested educators, EAN representative,  
31 nurse supervisor, if applicable, Director of Human Resources and Superintendent or his/her  
32 designee. Discussions will include what is considered the best situation for students, educators and  
33 principals. Any educator designated for an involuntary transfer will be notified in writing of the  
34 reasons for the transfer. This provision shall not be construed to prevent or prohibit the School  
35 Committee from taking required actions under the ESEA. If any of the anticipated ESEA actions  
36 result in a duty to bargain, bargaining shall commence and shall be initiated by the parties in a time  
37 frame sufficient to allow completion of bargaining prior to implementation under the deadlines  
38 specified in the Act.

39  
40 **Section 6: Voluntary Transfers and Vacancies**

41  
42 a. During the school year, all anticipated Unit A openings will be posted for a period of ten  
43 working days by way of a written notice sent to each building, posted upon receipt in a  
44 conspicuous location.

45  
46 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 – [www.natickps.org](http://www.natickps.org) 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 normally will not be filled by transfers but rather on a temporary basis. In such instances, if the positions remain in effect for the subsequent school year, they will be set forth on the list of vacancies as set forth above. Individuals out on an approved leave of absence will be notified of all postings that occur prior to the end of the school year.
- 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 a 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***

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.

**Section 1 (a): Teacher 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 readjust the school calendar so that the maximum number of educator workdays 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.

**Section 1 (b) Nurse Work Year** The School Committee will initially schedule a work year of 188 days. However, on or before April 15, the School Committee will readjust the school calendar so that the maximum number of workdays shall be no more than seven days 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. No more than five (5) additional days per year may be required of a Nurse upon the authorization of the Superintendent, but for each such day, the employee will be compensated in the amount of 1/187 of her/his annual salary.

**Section 1 (c)** 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 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

1 \$45.89 for SY 2018-19 for attending half or more of their planning period. If the teacher attends a  
2 meeting for less than half of their planning period, they will receive half the stipend.

3  
4 (c) In special cases involving early or late classes, these hours may be modified by mutual  
5 agreement; in no instances will the total hours be exceeded. Educators may leave after the regular  
6 student dismissal time on Fridays and the day preceding a holiday or vacation.

7  
8 (d) **Part-Time Educators** The amount of work time required for any and all purposes defined  
9 within this Article, will be prorated based on their Full Time Equivalent (FTE). For part-time  
10 educators, contractual references to the beginning or end of the school day or the student day  
11 refer to the beginning or end of the part-time educator's assigned periods. Part-time educators  
12 may leave after the close of their final teaching or duty period on Fridays and the day preceding a  
13 holiday or vacation. Part-time educators will be required to give extra help after the close of their  
14 final teaching or duty period.

15  
16 The part-time educator and his/her supervisor may mutually agree to rearrange such educator  
17 time commitments to facilitate the educational process.

18  
19 The following examples are for clarification:

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

23  
24 Two-thirds time educators will be required to be present 13 minutes before the start of their first  
25 teaching or duty period and shall remain for at least 20 minutes after the close of their final teaching  
26 or duty period of the day except as noted above.

27  
28 (e) The total number of school hours per year will not be increased unless mutually agreed upon by  
29 the Committee and the Association.

30  
31 **Section 3: Extra Help** Middle school educators shall be available to give one full period after  
32 regular school hours twice a week to all pupils requiring additional help.

33  
34 (a) One full period, for purposes of Section 3 (above) shall be defined as follows:

35 Middle (5-8) - not less than 46 minutes

36  
37 Natick High School educators are required to remain after student dismissal time, a total of 120  
38 minutes over the course of one (M-F) week, to be available to students needing extra help. For part-  
39 time high school educators, the 120 minutes will be prorated based on the full-time equivalency of  
40 their position.

41  
42 Additionally, each high school faculty member will be assigned a 50 minute after school detention  
43 period twice a year, to commence four minutes after the conclusion of the school day.

44  
45 **Section 4: Staff Meetings** - Educators may be required to remain after the end of the regular  
46 workday to attend a one hour building based staff meeting each month.

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

6  
7 It is understood by the parties that educators, at their own discretion, use substantial amounts of  
8 their own time on professional preparation.

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

11  
12 The School Committee may require part-time educators to attend longer than their proportionate  
13 time on the day before the first pupil day of the school year and, if so, the part-time educators  
14 will be paid proportionate to the extra time worked.

15  
16 **Section 5:** Unit members will have the following **duty-free lunch periods**:

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

19 **High School and Middle School** - Regular student lunch period.

20  
21 **Nurses:** Principals will create and publicize a system to allow the nurse to take a duty free lunch  
22 period break every day. The parties acknowledge that said lunch periods are to be schedule so as  
23 not to conflict with student recess. Moreover, in any school where two or more nurses are  
24 regularly assigned, there shall be at least one nurse on duty at all times during the work day.

25  
26 No meetings will be held during a unit member's duty free lunch period.

27  
28 **Section 6:** Teachers will have a **planning period** during which they will not be assigned to any  
29 other duties, as follows;

30 (a) All educators must remain until the specialist has arrived in the class.

31  
32 (b) Effective September 1991, every elementary educator will be guaranteed an average of forty  
33 (40) minutes per day duty-free planning period. In no instance will this be accomplished by  
34 requiring a educator to supervise two classes, but will be a function of the assignment schedule  
35 of specialists and/or educator assistants.

36  
37 (c) High School and Middle School - an average of five (5) class periods per week.

38  
39 **Section 7:**

40 (a) Middle school educators will be assigned not more than an average of six (6) student supervision  
41 periods per day, exclusive of days on which assemblies or clubs are scheduled. Bus duties and  
42 homeroom assignments are not to be considered student supervision periods.

43  
44 (b) Any educator who substitutes for another instructor called away to attend a Team Evaluation  
45 Conference will be paid \$33 for SY 2016-17, \$33.74 for SY 2017-18, and \$34.42 for SY 2018-  
46 19 per period at the elementary schools and middle schools and \$44 for SY 2016-17, \$44.99 for

1 SY 2017-18, and \$45.89 for SY 2018-19 per period at Natick High School for such additional  
2 duties.

3  
4 (c) Every effort will be made to obtain a substitute when the regular educator cannot be with his/her  
5 class. In the event a substitute cannot be obtained and a educator must substitute and have more  
6 than six (6) student supervision periods a day, he/she will receive compensation at the rate of  
7 \$33 for SY 2016-17, \$33.74 for SY 2017-18, and \$34.42 for SY 2018-19 per period at the  
8 elementary schools and middle schools and \$44 for SY 2016-17, \$44.99 for SY 2017-18, and  
9 \$45.89 for SY 2018-19 per period at Natick High School, for such additional duties.

10  
11 (d) In the event that an elementary educator must substitute for a specialist during the time that the  
12 specialist was scheduled to be in the class, that educator will be compensated at the same rates  
13 as described in *sections 7(b) and 7(c)*.

14  
15 Section 8: Each high school faculty member will be assigned no more than 5 courses per semester.  
16 Each high school faculty member will be guaranteed one planning period per day and will be  
17 assigned no more than five duty periods per week. Additionally, each high school faculty member  
18 will be provided with two periods of Professional Learning Community time per week. Every effort  
19 will be made to have no more than two different course preparations per day.

20  
21 Section 9: All educators are expected to remain in their classrooms when a Generic Specialist,  
22 resource teacher or a specialist concerned with the implementation of Chapter 766 is present.

23  
24 Section 10: The Committee will attempt to obtain volunteer aides to perform such non-teaching  
25 duties as the Committee may assign to them as assistants to teaching personnel. These aides shall  
26 be in addition to any volunteers serving any school at the execution of this Agreement.

27  
28 Section 11:

29  
30 **(a) New educator orientation** New educators will report to school on a date determined by the  
31 Superintendent prior to the opening day of school for a general orientation program as prepared  
32 by central administration with the participation of the principals.

33  
34 **(b) New educator courses**

35 Two courses are required of all educators new to NPS. Studying Skilful Teacher with  
36 differentiation to maximize the benefits to all taking the course and Teaching & Learning in the  
37 Natick Public Schools course that will have elements of Equity and Expectations, push the core  
38 values of the NPS and clearly illustrate what teaching and learning looks like in Natick. Both  
39 courses are worth 3 credits

40  
41 If the syllabus and experiences and time (# class hours) of another graduate course match the  
42 syllabus of one of the Natick courses, as determined by the course instructor, a teacher may be  
43 excused from course content they have already taken. At time of hire, new educators will be  
44 informed that if they have taken a similar course within the past 5 years, they may submit the  
45 syllabus for review.

46 Possible outcomes for the new hire:

47 A) take the full course

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

5

6 Section 12: Mentors will be selected from volunteers only, for appointment as a mentor for a one

7 year period. At the end of the school year, the appointment will automatically end. Whenever

8 possible, only educators who have attained professional teacher status will be considered for

9 volunteering to be mentors.

10

11 The duties and responsibilities of a Mentor teacher are as set forth in the Department of Education

12 publication "Guidelines for Induction Programs". New mentors will also be required to attend a 2-

13 day training seminar during the summer on the program for which they will be paid \$60/day for SY

14 2016-17, \$61 for SY 2017-18 and \$63 for SY 2018-19.

15

16 It is recognized that fulfillment of duties and responsibilities of a mentor will involve use of the

17 educators' preparation time, lunch time, and after school time. Any release time for mentoring

18 functions shall be subject to the approval of the principal.

19

20 Any evaluation of the mentor's participation and duties will not be part of that educator's official

21 personnel file, but may only be utilized in conjunction with the participants of this program for

22 analysis of its efficacy. Any written documentation between the mentor and mentee will remain

23 confidential. In addition, any member who volunteers, and is selected to be a mentor, shall be held

24 harmless for any evaluative comments, either written or oral, presented as part of this program, on

25 behalf of any new educator in the mentor program.

26

27 Each mentor will be compensated at the rate of \$1,200 for SY 2016-17, \$1,227 for SY 2017-18 and

28 \$1,252 for SY 2018-19, provided he/she fulfills his/her responsibilities as set forth in the

29 abovementioned D.O.E. document. Ten hours of mentoring will be provided to new educators

30 during the summer prior to their first teaching day. For an educator hired within the two weeks

31 prior to the first teacher day, or during the school year, 10 hours of mentoring will be completed

32 within the first 3 weeks of employee's start date, and signed off by the mentor, protege and the

33 protege's immediate supervisor.

34

35 Building Based Mentor Leaders will be compensated at the rate of \$900 for SY 2016-17, \$920 for

36 SY 2017-18 and \$939 for SY 2018-19, provided he/she fulfills his/her responsibilities as set forth in

37 the Natick Public Schools Mentor Handbook.

38

39 Section 13: Technology

40

- 41 1. All efforts will be made by educators to respond to communication from families about
- 42 student performance and learning within three (3) school days. Day 1 is the day email is
- 43 opened during school hours. This is evidence of proficiency in Standard III Indicator C 1.
- 44 Two Way Communication. Educators who receive email that is excessive, inflammatory,
- 45 accusatory, etc... may report those emails to their principal for an administrative response.
- 46

2. iPass: Grade 6-12 educators responsible for grading students in any fashion will maintain an electronic grade book in iPass. All efforts will be made to update the electronic grade book at least every other school week. This is evidence of proficiency in Standard III Indicator C 1. Two Way Communication.
3. Webpages: 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 communication system (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.
4. Introductory computer use training will be provided for new hires.
5. Refresher and enhancement technology training will be provided as necessary.
6. Every staff member will be provided with a backup device to store documents, programs and media files for use when laptop is unavailable.
7. 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.
8. 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.
9. 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.
10. Faculty may audit technology courses.
11. Efforts will be made to offer technological parity among all schools at the same level – elementary, middle and high.

- 1 12. Staff will be notified in a timely manner before any major changes to computer software,  
2 including: removal, additions and updates of existing programs.  
3  
4 13. Only educators and administrators will have access to iPass for the ROSP (Report On  
5 Student Progress).  
6  
7 14. The Assistant Superintendent for Curriculum Instruction & Assessment will post to a  
8 Moodle site any open distance learning positions of which s/he is made aware.  
9  
10 15. The principal will develop a fair and reasonable building-based process, with staff input,  
11 for distribution of additional available technology resources.  
12  
13 16. Elementary Fall Conferences: The portal will not be open in the fall. Educators can  
14 continue to print out the ROSP to give to parent at conference and the portal can be  
15 opened for two weeks after the last published conference date.  
16 Elementary (K-4): The January and June ROSP will be open for teachers one month  
17 before the district-determined reporting date. The parent portal will be open starting on  
18 the published date and will remain open for two weeks.  
19

20 Elementary spring conference 2013: The portal will not be open to parents prior to the  
21 last published conference date. Teachers will print out the ROSP to give to parents at the  
22 conference, then the portal will be opened to parents for two weeks after the last  
23 published conference date.

24 Begin an administrative process to examine, analyze and develop better two way  
25 communication devices and processes around elementary student progress for the  
26 purpose of communicating with parents which will be implemented in spring of 2014.  
27

#### 28 Section 14: Professional Learning Communities 29

- 30 1. PLC's operate under the assumption that key to improved learning for students is continuous, job-  
31 embedded learning for educators.  
32 A. Every member of the professional staff will be a member of a collaborative team on the basis of  
33 common courses or assignments.  
34 · Provide time for teachers to meet in teams, on a regular basis  
35 · Facilitated by teacher leaders  
36 B. Each team will clarify what each student is expected to learn - the essential knowledge, skills,  
37 and dispositions - of each course/subject, unit-by-unit.  
38 · Clarify 8-10 essential outcomes per semester  
39 · Develop at least 4 common assessments per year  
40 · Analyze results (Confront the brutal facts)  
41 · Formulate effective goals  
42 · Identify effective instructional strategies as a result of analyzing data  
43 · Decide on how to use technology to support education

1 C. Each team/teacher/administrator will create systems to ensure students receive additional time  
2 and support if they are not learning.

3 D. Each team/teacher/administrator will create systems to ensure students receive additional time  
4 and support if they are learning above expectations.

5 We expect high levels of learning for all Natick students as the fundamental purpose of our district;  
6 and, therefore, are willing to examine all practices in light of their impact on learning.  
7

8 2. Middle and high school educators may be required to remain after the end of the regular  
9 work day to attend four one hour district-wide meetings. These meetings will be  
10 scheduled during months when there are no district-wide professional development  
11 release days. At the high school level, the department head may designate half of one  
12 PLC (20 minutes) during each of these months as a department meeting.  
13

14 3. Middle and high school educators may be required to remain after the end of the regular  
15 work day to attend five one hour extensions of district-wide professional development on  
16 early release days. A sixth hour of district-wide professional development will be  
17 scheduled by the Curriculum Specialists, Directors or Department Heads. At the high  
18 school level, the department head may designate up to a half-hour during each of these  
19 PLC meetings as a department meeting.  
20

21 4. All elementary Professional Development (PD) events along with the 70 minutes per  
22 week at the elementary level will be organized and planned by the EIL and the  
23 Elementary Building Based PLC Leader. The subject/topics will be selected by  
24 educators. All PD events at the middle and high schools will be planned by the  
25 Department Heads, Curriculum Specialists and K-12 Directors in collaboration with their  
26 building principal.  
27

28 5. Administrators and PLC members will establish and follow operating norms. An assigned  
29 principal may be present for the first half of each district-wide PLC meeting as a PLC  
30 member who follows the agreed upon PLC norms and as an evaluator of the members of  
31 the assigned PLC. Data collected by this assigned principal at these PLC meetings may  
32 be used as evidence of proficiency of Standard IV and must be shared with the member  
33 through TeachPoint. However this evidence will not be the sole determinant of any rating  
34 below proficient. Below proficient evidence must be further supported by the member's  
35 building principal using building based data.  
36

37 6. Each PLC shall develop one or two goals for the school year that are consistent with  
38 Natick School District goals and/or the school improvement plans. A PLC may choose  
39 goals that are not consistent with district goals and/or school improvement plans only  
40 with the written approval of the superintendent or his/her designee.  
41

42 7. PLC hours may be designated as building- level time at the discretion of the PLC leader  
43 and with the approval of the superintendent or his/her designee.  
44

45 8. PLC's will be part of the annual new staff orientation  
46

1 9. PLC time may be used for technology training

2  
3 10. The PLC structure will provide opportunities for meaningful professional development  
4 for curriculum planning.

5  
6 11. Titles of PLC leaders at each level are as follows:

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

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

11 **Elementary School** – Elementary Instructional Leader, Elementary Grade Level  
12 Building Based PLD Leaders, Director of Health and PE and Director of Fine and  
13 Performing Arts

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

16 Speech and Language Pathologists/Occupational Therapists/Physical Therapists

17 Elementary Learning Center Teachers

18 ELE (English Language Educators)

19 School Psychologists/Adjustment Counselors/Social Workers

20 K-8 Guidance Staff

21 Preschool Teachers

22 Nurses

23 Program Supervisor will serve as PLC leader for ACCESS teachers

24 **Technology** –district-wide Technology Curriculum Specialist

25 **Library Media Specialists** – to be paid as team leader/curriculum specialist 2-3 person  
26 team.

27  
28 **Section 15. Introduction of new initiatives:**

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

- 31  
32 1. goal  
33 2. rationale and background  
34 3. timeline  
35 4. status  
36 5. process  
37 6. professional development required  
38 7. persons involved  
39 8. review of effectiveness of the initiative  
40 9. point person for feedback

41  
42 Innovation is encouraged. The purpose is to communicate important information to all  
43 employees. Concerns will be brought forward by the EAN president at the monthly meeting  
44 with the superintendent.  
45  
46

## Section 17: 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** 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.

1 **(f) Planning Period** Teachers will have a planning period during which they will not be assigned  
2 to any other duties. All educators must remain until the specialist has arrived in the class.

3 Educators will be guaranteed an average of forty (40) minutes per day duty-free planning period.  
4 In no instance will this be accomplished by requiring an educator to supervise two classes but  
5 will be a function of the assignment schedule of specialists and/or paraprofessional educators.  
6

7 The Administration will conduct an analysis of the feasibility of building a schedule that  
8 provides a planning period every day, preferably towards the middle of the day.  
9

10 **(g) Class Coverage** Any educator who substitutes for another instructor called away to attend a  
11 team evaluation conference will be paid \$28.40 per period. Every effort will be made to obtain a  
12 substitute when the regular educator cannot be with his/her class. In the event that an educator  
13 must substitute for a specialist during the time that the specialist was scheduled to be in a class,  
14 that educator will be compensated at the same rate.  
15

16 **(h) Professional Learning Communities**

17 Educators may be required to remain after the end of the regular work day to attend four one-  
18 hour district-wide meetings. These meetings will be scheduled during months when there are no  
19 district-wide professional release days. These meetings will run for one hour beginning at the  
20 end of the student day. Arrangements will be made to allow the Memorial staff to leave school  
21 fifteen minutes prior to student dismissal on days when they have to travel to another building  
22 for one of these meetings. At their discretion, Bennett-Hemenway staff may leave school after  
23 the regular dismissal time the day before or the day after district PLC meetings.  
24

25 Educators may be required to remain after the end of the regular workday to attend five half-hour  
26 extensions of district-wide professional development on early release days. All professional  
27 development events will be organized and planned by the EIL. The subject/topics will be  
28 selected by educators.  
29

30 Each week, building-based PLCs will meet for seventy (70) minutes, except in weeks with a district-wide  
31 PLC meeting. This building-based time shall be planned by the building-based PLC.  
32  
33

34 **(i) Special Education Team Meetings**

35 The following protocol will be followed for scheduling special education meetings:  
36

- 37 1. The Evaluation Team Leader (ETL) at the elementary schools will check teacher schedules  
38 prior to scheduling a special education meeting.
- 39 2. The ETL will make every effort to avoid scheduling the special education meeting during  
40 the teacher's planning period or lunch period.
- 41 3. If scheduling the special education meeting during the teacher's planning period is  
42 unavoidable, then the ETL will obtain substitute coverage for the teacher for 40 consecutive  
43 minutes that same day. If scheduling the special education meeting during the teacher's lunch  
44 period is unavoidable, then the ETL will obtain substitute coverage for the teacher for 30  
45 consecutive minutes at a reasonable lunch time that same day.
- 46 4. If substitute coverage for the planning period cannot be obtained, then the teacher will be  
47 compensated \$28.40 for SY 2013-14, \$28.92 for SY 2014-15 and \$29.21 for SY 2015-16.

1 ***Article XIII - Health and Safety***

2  
3 The Natick School District and the EAN agree to establish a Health and Safety Committee and to  
4 establish guidelines to address problems in a predictable and expedient manner. One of the Natick  
5 School Committee's highest priorities is safe and healthy schools for all employees. The District  
6 and the EAN will make every effort to ensure the Health and Safety Committee is an effective  
7 working committee.  
8

9 Section 1: The Natick Public School District will strive to provide a safe and healthy workplace and  
10 will notify the Association of any condition that it believes might constitute a hazard to employees  
11 that it feels cannot be promptly remedied.  
12

13 Section 2: The employees may exercise all their legal rights to obtain a safe and healthy workplace.  
14 The District shall not take any retaliatory action against an employee who exercises his/her rights  
15 under M.G.L. c.149 S185.  
16

17 Section 3: If an employee becomes aware of a working condition that he/she feels is unsafe or  
18 unhealthy, he/she shall use the following procedure to address the concern. No issue reported or  
19 addressed under this Article will be the subject of a formal grievance or taken to arbitration.  
20

21 **STEP 1**

22 Employee reports a health or safety concern to immediate supervisor and/or building principal.  
23

24 **STEP 2**

25 If the health or safety concern is not resolved, employee notifies principal, in writing on the  
26 appropriate form, of the safety and health concern(s) and sends a copy to the Health and Safety  
27 Committee.  
28

29 **STEP 3**

- 30 A. Principal resolves problem and notifies the employee in a timely manner of the resolution of the  
31 concern or,  
32 B. Principal notifies the educator, in writing, in a timely manner or not more than ten (10) working  
33 days, why he or she can not resolve the problem and principal notifies either the Director of  
34 Pupil Services or the Facilities Services Director, as appropriate, in writing, of the safety  
35 concern.  
36 C. If the principal has not complied with the time limits set above or if the concern of the employee  
37 is not resolved, the employee may refer the matter to the Health and Safety Committee.  
38

39 **STEP 4**

- 40 A. The Facilities Services Director addresses the problem and notifies the principal and the  
41 employee within ten (10) days of action taken, or;  
42

43 If the action does not resolve the employee's health and safety concern, the employee may refer  
44 the matter to the Health and Safety committee  
45

- 46 B. The Facilities Services Director notifies the principal and the Health and Safety Committee in a

1 timely manner or not more than ten (10) working days, of reasons why action can not be taken.  
2 Principal then notifies the educator and the school council.

#### 3 4 **STEP 5**

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

7  
8 Reporting form will contain space for the following information:

- 9     ▪ Employee name
- 10    ▪ Location
- 11    ▪ Date of report
- 12    ▪ Action taken at all steps
- 13    ▪ Signature of parties involved at each step

#### 14 15 **Members of Health and Safety Committee, which will convene within one month of** 16 **ratification of the contract.**

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

18  
19 Representative(s) of EAN

20 Representative(s) of Administration

21 Representative(s) of School Committee

22 Representative(s) of Parent's Coordinating Council

23 Occupational Health Nurse

24 Safety Engineer

25 Representative of the Health Department

26 Facilities Services Director or Director of Pupil Services (non-voting member)

#### 27 28 ***ARTICLE XIV - Educator Records and Evaluation***

29  
30 Section 1: While the total evaluation of a educator's performance is not necessarily limited to  
31 observation in the classroom, all formal observation of classroom performance by administrators  
32 will be conducted openly and with full knowledge of the educator.

33  
34 Educators will review and will be given a copy of any evaluation report prepared by an  
35 administrator to be placed in their personnel folder and will have the right to discuss such report  
36 with the administrator. The administrator must confer with any educator whose service has been  
37 rated unsatisfactory in any respect, explain the ratings, and plan cooperatively for improvement. If  
38 the situation which resulted in the poor evaluation is remedied or improved, notations will be made  
39 in subsequent evaluations and entered in the educator's personnel folder.

40  
41 Section 2: A major purpose of evaluation is improvement of educator performance. Evaluation  
42 should, therefore, be constructive and must include specific written recommendations for any  
43 improvements. These may be best arrived at cooperatively by a discussion between the supervisor  
44 and educator before the final evaluation is written. It is recognized that circumstances could arise  
45 when the supervisor might not follow this procedure.

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

3  
4 Section 4: Upon written request to any supervisory personnel, any employee covered by this  
5 Agreement shall have the right to inspect the contents of his/her personnel folder, files, cards and  
6 records which pertain to said employee, and said employee may make copies of such contents as  
7 concern such employee on his/her work. It is understood that the records will be made available at  
8 reasonable and mutually convenient times.

9  
10 The educator will have the opportunity to review such material and affix his/her signature to the  
11 copy to be filed with the express understanding that such signature in no way indicates agreement  
12 with the content thereof. The educator will also have the right to submit a written answer to such  
13 material, and said answer shall be attached to the file copy.

14  
15 Section 5: The evaluation process will be conducted in accordance with APPENDIX A..

16  
17  
18 ***ARTICLE XV - Promotions and Vacancies***

19  
20 Section 1: Whenever a vacancy occurs in a promotional position or a new promotional position is  
21 created, it shall be filled pursuant to the following procedures:

22  
23 (a) Such vacancies shall be publicized by posting a written notice on a bulletin board in every  
24 school for a period of five (5) school days preceding the closing of application for such  
25 positions. If the vacancy occurs during a vacation period, the notice shall also be sent to the  
26 Association President or his/her designee at least ten (10) days prior to the closing day for  
27 applications. If a vacancy/open position can be reasonably forecast as for one year or longer, the  
28 position will be posted and paid as a regular position (not any kind of substitute position) on the  
29 regular salary schedule.

30  
31 (b) The qualifications for the position, the overall responsibilities and the approximate  
32 compensation will be set forth.

33  
34 (c) It is recognized by the Association that the Committee will give all educators and administrators  
35 adequate opportunity to make application for such positions, and the Committee will give  
36 weight to the professional background and attainment of all applicants and the length of time  
37 each has been in the school system.

38  
39 (d) All professional vacancies in promotional positions occurring within the total educational  
40 program shall be filled pursuant to the foregoing procedures. Due weight will be given to the  
41 professional background and attainments of all candidates applying for a promotional vacancy  
42 in the Natick School System.

43  
44 Section 2: When such vacancies occur in coaching positions, preference will be given to qualified  
45 staff, covered by this Agreement, at the school where the vacancy occurs, who have knowledge of  
46 and experience in the applicable sport, with the concurrence of the principal and the Athletic

1 Director. In accordance with the provisions of Section 50 of Chapter 71, authority to contract with  
2 coaches is vested exclusively with the Superintendent. The head coach will be consulted in the  
3 selection of his/her assistant(s).  
4

5 Section 3: Screening Committees: Recognizing the fact that responsibility for appointing  
6 candidates rests exclusively with the Superintendent of Schools, it is agreed that screening  
7 committees may be established for positions at the administrative level. Such committees may be  
8 called into existence by the  
9 Superintendent when needed. The resultant reports of such committees are recognized as advisory  
10 in nature and will be considered by the Superintendent in his/her final decision.  
11

12 Such committees shall be representative of the following groups:

- 13 ■ Educators
- 14 ■ Administrators
- 15 ■ Parents
- 16 ■ Students
- 17

18 Section 4: Appraisal of Unit B administrators and principals;  
19

20 The performance and effectiveness of Unit B administrators and principals shall be subject to an  
21 annual appraisal by the affected faculties.  
22

23 The appraisals will be sent to the Superintendent and serve as an advisory to assist him/her in  
24 making his/her final decision. It is recognized that the responsibility for appointing candidates  
25 rests exclusively with the Superintendent of Schools.  
26

## 27 ***ARTICLE XVI - Reduction in Staff*** 28

29 Section 1: If the School Committee determines, pursuant to its legal responsibility consistent with  
30 the General Laws of the Commonwealth, The Regulations of the Department of Education, and this  
31 Agreement, to make such decisions, that a reduction in the number of educators employed is  
32 necessary or that a particular type of teaching service should be discontinued, the following policy  
33 for reduction in personnel will be used:  
34

- 35 (a) Inasmuch as possible, normal attrition will be used whereby educators who retire or resign will  
36 not be replaced if there are fully qualified educators available who are capable to fill the position  
37 and who would otherwise be subject to lay off.  
38
- 39 (b) Educators who are not under regular contract or who are on temporary status (e.g. educators  
40 filling in for leaves of absence or long-term substitutes) will be laid off first provided there are  
41 fully qualified permanent educators available who are capable of performing all the duties of the  
42 educators to be laid off under this section.  
43
- 44 (c) In case of further reduction in teaching staff, an educator with professional teacher status shall  
45 not be dismissed if there is a educator without professional teacher status employed whose  
46 position the educator with professional teacher status is qualified to fill.

- 1 (d) If the School Committee determines that further reductions in staff are necessary which affect  
2 educators with professional teacher status, educators shall be laid off in the inverse order of  
3 seniority within the disciplines set forth in Section 3 of this article subject to the following  
4 exceptions. The educator's placement on the salary schedule shall not be a consideration in  
5 determining who shall be laid off.  
6

7 First Exception: All educators receiving a rating of "does not meet expectations" will be placed  
8 at the bottom of the seniority list in their seniority order within their discipline for purpose of  
9 layoff.  
10

11 Second Exception: System Need

- 12 1. Each educator must be licensed for the subject(s) that he/she teaches in accordance with  
13 State Licensure Regulations if said licensure exists.  
14

- 15 2. When final staffing requirements for the next school year are determined, each evaluator  
16 will submit to the Superintendent a list of the positions the evaluator feels may be critical to  
17 maintain the curriculum/function of that discipline in the next academic year.  
18

19 Critical need is defined as, but not limited to anticipated need for personnel due to  
20 understaffing, projected loss due to RIF, change in qualifications, or changes in staffing.  
21

- 22 3. If the School Committee agrees that the positions identified are critical, they shall be filled  
23 using the following priority procedures:  
24

- 25 (a) Personnel within the Natick School System who satisfy the job qualifications, and have  
26 received an evaluation rating of "Satisfactory or Above" shall receive first priority.  
27

- 28 (b) The Superintendent or his/her designee, the Director of Human Resources or his/her  
29 designee, one member of the School Committee or his/her designee, the President of the  
30 EAN or his/her designee, the Chairman of the EAN Negotiating Committee or his/her  
31 designee, and the Chairman of the EAN PR & R Committee or his/her designee will  
32 meet, as a group, to determine if in fact these named persons are the only persons  
33 qualified according to the language of the contract.  
34

- 35 (c) Personnel outside the Natick School System may be hired as a second priority.  
36  
37

- 38 (e) A educator with professional teacher status whose position is eliminated and/or who is  
39 scheduled to be laid off in Section C or D above will be allowed to transfer to an open position  
40 (defined as one held by a educator without professional teacher status or a vacant position) for  
41 which the educator is qualified as described below:  
42

43 For purposes of Sections (c), (d), & (e), "qualified" means either:  
44

- 45 1. Licensed in the subject or discipline or has taught the subject in a professional capacity at  
46 the level of the open position for one semester (elementary or secondary) within five years

1 immediately prior to the elimination of his/her position; or,

- 2  
3 2. An elementary teacher holding K-8 licensure may teach in a specific discipline at grades 7  
4 or 8, provided he/she shall have a minimum of eighteen semester hours of preparation at the  
5 college level, either undergraduate or graduate, in the subject field in which he/she is  
6 employed.

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

14  
15 If more than one person is "qualified" for a position, the person with the greater seniority  
16 will prevail. Each spring, those educators with professional teacher status in danger of  
17 being laid off and those on recall will be supplied with a list of the open positions. The list  
18 will include the subject, discipline and licensure required. Each educator will be given an  
19 opportunity to apply within twenty days for any such position to which he/she is entitled  
20 because he/she is "qualified" as defined above. If a later opening occurs, each such  
21 educator will similarly be notified and given an opportunity to fill the position.

22  
23 **Section 3:** For purposes of this Article "disciplines" shall be:

24  
25 1. **Grades Pre K-2**

26 Early Childhood

27  
28 2. **Grades 1-6**

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

31  
32 3. **Grades 5 and 6**

33 1-6 Elementary  
34 5-8 Middle School

35  
36 4. **Grades 7 and 8**

37 5-8 middle school (general, covers ELA, Social Studies, Math & Science)  
38 Middle level subject area licensure  
39 English (5-8; 8-12)  
40 Foreign language (with specific area) (preK-8; 5-12)  
41 Math (5-8; 8-12)  
42 Science – Biology, Chemistry, Earth Science, Physics, General Science  
43 Technology/engineering (5-12)  
44 Visual Art (pre K-8 or 5-12)  
45 Phys Ed. (pre K – 8 or 5 – 12)  
46 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 8<sup>th</sup> 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/182 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,

1 1981, time spent on any authorized unpaid leave of absence will not constitute a break and seniority  
2 will accumulate during such periods, up to one (1) year.

3 Seniority ties will be broken in accordance with the following procedures:

4  
5 First Level: By date of School Committee vote to hire or date of appointment by Superintendent,  
6 (whichever is applicable).

7  
8 Second Level: For those staff members voted on the same day, seniority ties within the affected  
9 disciplines will be broken by lot within thirty (30) days from the first work day for  
10 educators hired after the effective date of ratification of this agreement by both  
11 parties.

12  
13 The responsibility for conducting the tie breaking process will be that of the bargaining unit and the  
14 School Committee.

15  
16 Section 4: Except in unforeseen circumstances, educators who are to be affected by a reduction in  
17 staff will be notified by June 15 of the school year preceding the school year in which the reduction  
18 is to take place.

19  
20 Section 5: If subsequent vacancies occur or if new positions are added or old positions reinstated,  
21 which educators without professional teacher status on layoff previously performed, the educators  
22 without professional teacher status laid off within the prior twelve (12) months by the Natick School  
23 System under the foregoing provisions will be given consideration initially before other applicants  
24 are considered.

25  
26 Educators with professional teacher status who are on layoff shall, for twelve (12) months after the  
27 effective date of the layoff, retain first preference to recall rights in the inverse order of layoff to  
28 positions from which they were laid off, or open positions for which they satisfy the qualifications  
29 for new hires in the Natick School System. Notifications to professional teacher status educators  
30 shall have an effective date of August 31.

31  
32 If a educator with professional teacher status is recalled under the provisions of the prior paragraph,  
33 previously accrued time in Natick will be credited for the purposes of determining placement on the  
34 salary schedule, and any previously unused sick leave shall be credited to the educator.

35  
36 Section 6: Educators released under the provisions of this article shall be given initial consideration  
37 on the substitute list if they choose to be so recorded.

38  
39 Section 7: If necessary to provide for continuity of coverage for health insurance payments for July  
40 and August shall be deducted from the final paycheck.

41  
42 Section 8: A list specifying the seniority of each member of the bargaining unit in the disciplines  
43 set forth in Section 2 will be prepared by the Committee and forwarded to the President of the  
44 Association within thirty (30) days following the execution of this Agreement. An updated  
45 "seniority list" shall be supplied by the Committee annually thereafter.

1 Section 9: If the School Committee determines that a reduction in the number of administrators  
2 employed is necessary or that a particular type of administrative service should be discontinued, it  
3 shall follow the provisions of Section 2 of this article so far as applicable. For the purposes of this  
4 section, an administrator shall be considered to have professional teacher status if he/she has  
5 commenced a fourth (4th) year in the position.

6  
7 In the event that an administrator is dismissed from a Unit B position, as a result of a reduction in  
8 force under this article, he/she will be placed on the seniority list of Unit A in the discipline in which  
9 he/she is qualified and licensed.

10  
11 Placement on the seniority list will reflect total time in a professional capacity in the Natick School  
12 System.

13  
14 Administrators laid off from an administrative position but not transferred to a teaching position  
15 shall be entitled to the same recall benefits as educators including recall to administrative positions  
16 for which they are qualified in accordance with the procedures set forth in Section 5.  
17 Administrators laid off from an administrative position and transferred to a teaching position shall  
18 be entitled to the same recall benefits to the extent of notification and preference for administrative  
19 openings during the recall period as set forth for educators in Section 5.

## 20 21 ***ARTICLE XVII - Course Vouchers***

22  
23 Such vouchers, which are the property of the Natick Public Schools, shall be distributed in  
24 accordance with the following priorities:

- 25  
26 1. To the staff member who has trained the practice teacher.  
27  
28 2. If not used by the staff member who has trained the practice teacher, a list of available vouchers  
29 will be provided for staff members in the same department where the practice teacher has  
30 trained; and if not used in that department, to staff members in the same school. In  
31 non-departmental schools the list of available vouchers will be provided for staff members in the  
32 same school where the practice teacher trained.  
33  
34 3. A list of all available vouchers will be published at the end of each semester by the Director of  
35 Human Resources and distributed to each principal for posting on the Faculty Bulletin Board;  
36 however, any educator who gave up a voucher will be given first choice of such available  
37 vouchers.  
38

## 39 ***ARTICLE XVIII - Sick Leave***

40  
41 Section 1: Every professional employee of the Natick Public Schools shall be granted an annual  
42 leave of twelve and one half (12½) days without loss of pay for absence caused by illness or by  
43 injury. Such leave not used in the year of service for which it is granted shall be accumulated for  
44 use in subsequent years without limitation. Such leave not used prior to the termination of an  
45 employee's service shall lapse, and the employee shall not be entitled to any compensation in lieu  
46 thereof, except as provided under the terms of *ARTICLE XIX*.

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

8  
9 Employees on payroll as of 10/4/94 shall be grandfathered under the current practice of counting  
10 one sick day as a full day for purposes of buyback, even if the educator only works half-days. If a  
11 educator starts out as part-time and accumulates part-time days then moves to full-time, the  
12 accumulated part-time days will turn into full-time days for the purpose of sick leave but they will  
13 remain part-time for the purpose of sick leave buyback. If a educator starts out as full-time and  
14 accumulates full-time days then moves to part-time, the accumulated full-time days will turn into  
15 part-time days for the purpose of sick leave but they will remain full-time for the purpose of buy-  
16 back.

17  
18 Section 2: Each September, twelve and one-half (12½) days of sick leave shall be added to the  
19 reserve of each person in actual service on or before October 1 of that school year.

20  
21 Section 3: A doctor's certificate may be required for personal illness of ten (10) or more  
22 consecutive school days. If sick leave continues for more than ten days, a doctor's certificate will  
23 be required every 30 calendar days thereafter. Additionally, the employee will contact the Director  
24 of Human Resources or the Occupational Health Nurse on a monthly basis to advise as to their  
25 anticipated date of return. If requested, a doctor's certificate must be presented to the  
26 Superintendent's office before the employee returns to duty. An employee who has been absent due  
27 to illness or injury for more than three weeks, should visit the occupational health nurse prior to  
28 returning to work, to review any accommodations necessary to ensure a successful return to work. If  
29 a medical certificate is not presented when requested, the medical exam and certificate shall be at  
30 School Committee expense by a physician chosen by the School Committee. Under the provisions  
31 of the Family and Medical Leave Act, an employee who has completed one year of service is  
32 eligible for up to twelve (12) weeks of unpaid leave in any twelve (12) month period due to his or  
33 her illness or injury.

34  
35 Section 4: Bargaining unit members may use up to five (5) sick days "a school year" to care for  
36 a member of the immediate family. Such days will be deducted from the employee's sick leave  
37 accumulation. Immediate family is defined as spouse, child, and parent. As much notice as  
38 possible should be given to the principal and substitute coordinator if such days are to be taken.

39  
40 Under extenuating circumstances, the superintendent may approve the use of more than 5 sick days to  
41 care for a sick family member. Request must be in writing, and FMLA documentation will be required.  
42 The Superintendent's decision will not be subject to the grievance procedure.

43  
44 Section 5: For purposes of the FMLA a year shall be the school year. Leave taken for reasons  
45 covered by the FMLA will be designated and recorded as such.

1 **Section 6: Sick Leave Bank**

2  
3 A Sick Leave Bank is established for use by members of the bargaining unit whose sick leave  
4 accumulation was exhausted through prolonged illness or accident. The balance of days remaining  
5 at the end of the contract are transferred to the bank which is to remain in effect for the term of this  
6 agreement.

7  
8 If the Sick Leave Bank is exhausted during the contract term, it shall be renewed by the contribution  
9 of one (1) additional sick leave day by each member of the unit covered by this Agreement from  
10 their annual days of sick leave. To the extent that such additional day or days have not been used at  
11 the conclusion of the contract term, these days accumulate for the subsequent contract year, if the  
12 bank is renegotiated.

13  
14 Each new bargaining unit member will contribute one (1) day to the Sick Leave Bank provided they  
15 are on the payroll on January 1 and shall not qualify for consideration of extended-illness leave  
16 within the framework of the Sick Leave Bank before January 1 of their first year.

17  
18 **Section 7:** Sick Leave Bank days shall only be available after the employee has exhausted his/her  
19 entire personal sick leave, both annual and accumulated.

20  
21 **Section 8:** No days may be withdrawn from the Sick Leave Bank for use for any other illness other  
22 than prolonged illness or accident of the member of the unit. Days may not be withdrawn to permit  
23 an individual to stay at home to care for a member of the family.

24  
25 **Section 9:** The Sick Leave Bank shall be administered by a committee of six (6) employees. Three  
26 (3) members of the committee shall be designated by the Association and three (3) by the School  
27 Committee. Each party shall notify the other of their representatives on the committee and any  
28 changes therein during the term of this Agreement. There shall be no requirement on the part of the  
29 Employer to pay for sick leave withdrawn from the Bank unless authorized by a majority of the  
30 official committee. The Sick Leave Bank committee shall determine the eligibility for members  
31 requesting leave from the bank and the amount of leave to be granted. The following criteria shall  
32 be used by the Sick Leave Bank Committee in determining eligibility:

33  
34 A. For bargaining unit members with Professional Teacher Status, the initial grant shall not exceed  
35 fifteen (15) days. A first year educator (see Section 5, paragraph 2 above) may borrow up to a  
36 maximum of ten (10) days, a second year educator may borrow up to a maximum of twenty  
37 (20) days and a third year educator may borrow up to a maximum of thirty (30) days.

38  
39 B. The Committee shall consider:

- 40 1. Adequate medical evidence of serious illness;  
41 2. Prior utilization of all eligible sick leave;  
42 3. Propriety in the use of sick leave;  
43 4. Length of service in the Natick School System.

44  
45 **Section 10:** Upon completion of the initial fifteen (15) day period, additional entitlement may be  
46 extended by the Sick Leave Bank Committee in its discretion upon the demonstration of need by the

1 applicant.

2  
3 Section 11: Any sick leave granted under this Article shall expire at the end of the applicable  
4 contract year for the individual involved.

5  
6 Section 12: The decision of the Sick Leave Bank committee with respect to eligibility and  
7 entitlement shall be final and binding and not subject to the grievance and arbitration provisions of  
8 this Agreement.

9  
10 Section 13: Records of the operation of the Sick Leave Bank shall be available for review by the  
11 Superintendent or his/her designee at any time, provided reasonable notice is given, but in no event  
12 less than once annually.

13  
14 Section 14: Employees who are allowed to withdraw leave from the Bank may be required to repay  
15 the days withdrawn at a rate of one-half (1/2) of their future sick leave allowance until all days used  
16 have been repaid. If an employee leaves the service of the Employer for any reason other than death  
17 or disability retirement before he/she has fulfilled his/her repayment obligation, he/she shall  
18 recompense the Committee at a rate of one one-hundred-and-eighty-second (1/182) his/her annual  
19 pay for each day not repaid. Such repayment shall be deducted from the employee's final paycheck.  
20 Upon recommendation of the committee and vote by the membership of the committee at a duly  
21 convened meeting, this provision for repayment may be waived.

22  
23 ***ARTICLE XIX - Sick Leave Buyback***

24  
25 Upon retirement, each employee shall be compensated with one day's pay for every four (4) days  
26 sick leave accumulated over 100 days, up to a maximum of twenty (20) days, at the then current  
27 salary rate.

28  
29 Written notice of intent to retire should be submitted to the Superintendent of Schools before  
30 November 1 of the year preceding that in which the retirement will take place, in order to allow for  
31 inclusion of the costs of the buyback in the School Department budget, and insure payment during  
32 the final year of service. In the event of the death of an employee who has accumulated over 100  
33 days sick leave, payment of the buyback shall be paid to the employee's beneficiary or estate.

34  
35 If notice is not given by November 1 and funds are not available in that fiscal year, payment will be  
36 deferred until the following July.

37  
38 It is agreed that if any other bargaining unit in the town negotiates an improvement in the current  
39 Sick Leave Buyback formula, the parties will reopen the contract to negotiate on this issue.

40  
41 ***ARTICLE XX - Reimbursement for Injuries***

42  
43 Section 1: Employees who are on Workers' Compensation may, upon request, charge the  
44 difference between their compensation payments and their regular weekly salary against  
45 accumulated sick leave in accordance with the provisions of the Massachusetts General Laws  
46 Chapter 152, Section 69. If a question exists as to whether an employee is entitled to compensation

1 under the Workers' Compensation Act, it is agreed that, pending resolution of said question, the  
2 employee may draw sick leave benefits. As a condition for said benefits, the employee shall enter a  
3 written agreement with the School Committee, wherein he/she agrees to reimburse the School  
4 Committee for that portion of such payments as would be required by law in the event he/she  
5 receives Workers' Compensation benefits for said period.  
6

7 Section 2: The Committee shall have the right to have such employees examined by a physician  
8 designated and paid by the Committee for the purpose of establishing the length of time during  
9 which the employee is temporarily disabled from performing his/her duties; and in the event that  
10 there is no adjudication of the disability period in the appropriate Worker's Compensation  
11 proceeding, the opinion of said physician as to the disability period shall control.  
12

### 13 ***ARTICLE XXI - Extended Leave of Absence*** 14

15 Section 1: A leave of absence, without pay, for any period of time not exceeding one (1) school  
16 year, may be granted by the Committee upon written request of any employee covered by this  
17 Agreement who has been employed a minimum of two (2) school years in the Natick Public  
18 Schools.  
19

20 Applications for such leave must be for:

- 21 (a) Professional improvement (i.e. study within the individual's education field or exchange  
22 teaching), or
- 23 (b) Prolonged illness or recovery from injuries, or
- 24 (c) Entrance upon extended military service,
- 25 (d) Overseas teaching,
- 26 (e) Participation in "ACTION" (Peace Corps and Vista).
- 27 (f) Any other activity which would, in the opinion of the School Committee, is beneficial to the  
28 Natick Public Schools.
- 29 (g) Career Exploration Leave.  
30

#### 31 Section 2:

- 32 (a) Applications for an extended leave of absence without pay must state the specific reasons  
33 therefor and should be submitted, at the earliest possible date, to the employee's  
34 administrative superior who will endorse his/her recommendation thereon and forthwith  
35 forward it to the Superintendent of Schools. Applications which are rejected will state the  
36 reasons therefor. If the reason for the requested extended leave of absence is due to  
37 prolonged illness or recovery from injuries, the application shall be supported by a  
38 physician's license setting forth the nature of the illness or injury and that the absence is  
39 medically necessary; and in such case the Committee may require the employee to undergo  
40 a physical examination by a physician designated and paid by the Committee.  
41
- 42 (b) Employees granted an extended leave of absence pursuant to this Article are expected to  
43 return to their employment in the Natick Public Schools and shall so notify the  
44 Superintendent not later than March 1; failure to do this will be considered as a resignation.  
45 There shall be no impairment of annual increment and sick leave benefits during the period  
46 of an extended leave of absence granted by the Committee.

1  
2 **ARTICLE XXII - Administrative Leave**

3  
4 Section 1: Administrative Leave will be granted to professional staff members in accordance with  
5 the following schedule:

6 **DAYS**

7 Accident while in performance of duty Up to 5 no loss of pay to be repaid if  
8 the absence is for more than 20 days  
9 due to injury.

10  
11 College degree - to receive at college 1 no loss of pay

12  
13 **Court Summons:**

14 Personal business no pay

15 School business no loss of pay

16 Witness (by Subpoena) no loss of pay

17 Court appearance in civil court in  
18 which the individual is a party to the suit no loss of pay

19  
20 Transfer of house no loss of pay

21  
22 **Bereavement:**

23 Immediate family and anyone residing 5 no loss of pay  
24 in same household with employee; per incident

25 an individual with whom the employee has a close personal relationship (equivalent to a  
26 family member). The final decision to approve leave based on the type of "close  
27 personal relationship" will not be subject to arbitration."  
28

29 In the event of two deaths occurring within the immediate family within a school year,  
30 additional days may be issued by the Superintendent upon the recommendation of the Principal;  
31

32 Bereavement days must be consecutive immediately following or including the day of death,  
33 unless an exception is approved by the principal.

34 (Holidays, vacations, or suspended sessions shall be considered school days under this provision.)  
35  
36

37 **Funeral:**

38 Friend 1 no loss of pay

39  
40 Niece, nephew, uncle, in-law, cousin,  
41 aunt, grandmother, grandfather, grandchild 1 no loss of pay

42 Retired educator (limited to Principal and 1 representative) 1 no loss of pay

43 Educator (limited to principal and 3 educators) 1 no loss of pay

44 In charge of funeral arrangements of a friend 1 no loss of pay  
45

1 Graduation:  
 2 member of immediate family  
 3 including niece and nephew 1 no loss of pay  
 4  
 5 Critical illness of immediate family, not  
 6 exceeding five (5) school days in one (1) school year 5 no loss of pay  
 7  
 8 Critical illness which requires the  
 9 hospitalization of educator's child, spouse or parent 5 no loss of pay  
 10  
 11 Immediate family is defined as spouse, child, parents, parents of spouse, brothers and sisters of  
 12 the employee.  
 13  
 14 Critical illness means a life threatening condition, and may not be used for routine outpatient/day  
 15 surgery or routine hospital stays where the relative's life is not threatened.  
 16  
 17 Critical illness of anyone (non-immediate family) living 3 no loss of pay  
 18 in the same household as the employee, not exceeding  
 19 three (3) school days in one (1) school year  
 20  
 21 Religious Holiday 2 no loss of pay subject to the  
 22 following: For any religious holiday there will be a maximum limit of 5% school wide  
 23 combined Unit A and B members allowed to take such day based on the order of such requests  
 24 received. Requests must be made by email to the principal copying the Director of Human  
 25 Resources, beginning on the first contractual day of the school year for which it applies. No  
 26 individual member of Unit A or B may take more than 1 of these days."  
 27  
 28 Ordination or entrance into religious orders:  
 29 member of immediate family  
 30 including niece and nephew 1 no loss of pay  
 31  
 32 Weddings:  
 33 Own and immediate family 1 no loss of pay  
 34 an individual with whom the employee has a close personal relationship (equivalent to a  
 35 family member)". The final decision to approve leave based on the type of "close  
 36 personal relationship" will not be subject to arbitration."  
 37 1 no loss of pay  
 38  
 39 Interview at college for admission of own child 1 no loss of pay  
 40  
 41 Parental leave 2 no loss of pay  
 42 up to two days for the time a newly  
 43 born or adopted child first joins the family  
 44  
 45 Immediate Family is defined as parent, spouse, child, parents of spouse, brothers, sisters, of the  
 46 employee.

1  
2 Section 2: The number of days of absence for purposes of the above-described Administrative  
3 Leave shall not normally exceed eight (8) school days in any school year, except in the event of  
4 unusual circumstances, the School Committee or their designee will have the right to extend the  
5 number of days for any specified reason. In no case may absence for reasons enumerated as  
6 Administrative Leave be charged to Sick Leave.

7 The Superintendent may grant administrative leave, upon written request, under extenuating  
8 circumstances. The Superintendent's decision will not be subject to the grievance procedure.  
9

10 Section 3: In addition to the itemized Administrative Leave schedule above, one (1) day of personal  
11 leave may be granted for specific reasons including one's own marriage, which could not effectively  
12 be conducted outside of school hours. Personal leave must be approved by the Principal, or in  
13 his/her absence the Vice Principal, and whenever possible, educators will give 72 hours notice to the  
14 principal and substitute coordinator (if a substitute is required) when planning to take an  
15 administrative or personal day. Approval must be obtained prior to taking the day to ensure the day  
16 will be paid. In no instance shall a personal leave be requested for the purpose of extending a  
17 holiday or a vacation.  
18

19 Employees with an unused personal day as of 6/22/16, may carry that day into the following  
20 school year. In subsequent years, unused personal days will carry forward to the following  
21 school year. In no event may an employee have more than two personal days available to them in  
22 a single school year. Once the maximum of 2 personal days has been reached, additional unused  
23 personal days will be converted into sick days and added to the individual's sick leave accrual.  
24 At retirement, any unused personal days will roll over into sick leave accrual.  
25

26 Section 4: A member who is required to serve as a juror shall be entitled to receive the difference  
27 between the amount the member received for jury duty and the member's base salary for the first  
28 three (3) days of jury service. During the period of jury service, the member must report for  
29 work when her/his services as a juror are not required. Documentation must be provided to the  
30 Director of Human Resources indicating dates of service and compensation paid. As much  
31 advance notice as possible shall be given to the building principal of the possibility of the  
32 educator's absence for such duty."  
33

### 34 ***ARTICLE XXIII - Leave for Professional Activity*** 35

36 Section 1: Any day on which an employee is engaged in an activity under the direction of the  
37 Committee shall not be regarded as an absence, provided such business has been cleared through the  
38 Superintendent's office, e.g. (1) visiting days to another school; (2) professional conventions,  
39 conferences or meetings; (3) speaking engagements involving education.  
40

41 Section 2: Educators and Administrators may be absent as representatives of the system to attend  
42 educational meetings and to serve in workshops, or committees, and as officers in state or national  
43 professional organizations without deduction of pay for a period determined by the Superintendent  
44 provided that prior approval has been secured from said Superintendent.  
45  
46

1 **ARTICLE XXIV - Sabbatical Leave**

2  
3 Section 1: The Sabbatical Leave Policy shall be as specified in Chapter 71, Sections 41A and 41B  
4 of the General Laws of Massachusetts. "The school superintendent may grant a leave of absence for  
5 study or research to any educator, ...supervisor, director, school librarian, ...serving at discretion  
6 which would increase his professional ability, such leave to be for a period not exceeding one year  
7 at full or partial pay; provided, that prior to the granting of such leave he/she shall enter into a  
8 written agreement with the school committee that upon termination of such leave he/she will return  
9 to service in the public schools of such city or town for a period equal to twice the length of such  
10 leave and that, in default of completing such service, he/she will refund to the city or town an  
11 amount equal to such proportion of salary received by him/her while on leave as the amount of  
12 service not actually rendered as agreed bears to the whole amount of service agreed to be rendered."  
13

14 The Superintendent shall also grant to a educator who has been accepted to serve in the Peace Corps  
15 of the United States and who is currently in good standing ... a leave of absence for the term of such  
16 service (MGL Ch.71, S41B).  
17

18 Section 2: Sabbatical Leave is a leave of absence granted to employees by the Superintendent, and  
19 in his/her discretion, so that employees may engage in professional study or research for periods of  
20 one (1) full school year. Such leaves are granted to improve the quality of teaching thus increasing  
21 the benefits accruing to students and to the community-at-large.  
22

23 Section 3 (a): To be eligible to make application for Sabbatical Leave, an employee must have a  
24 minimum of five (5) years of continuous employment in Natick in a position covered by this  
25 Agreement and must possess a masters degree, except that in extraordinary circumstances the  
26 masters degree requirement may be waived at the sole discretion of the Superintendent.  
27

28 Employees may apply for such leave at any time after the completion of their first five (5) years of  
29 continuous employment.  
30

31 Section 3 (b): The Superintendent may, subject to the existing regulations contained elsewhere in  
32 this article, grant the following leaves of absence with pay:  
33

- 34 2 full years at 75% to 100% salary OR  
35 1 full year at 75% to 100% salary AND  
36 2 half years at 37.5% to 50% salary  
37 Mini-Sabbaticals at 100% salary

38 The monies granted within the above percent range will be determined by the Superintendent.  
39

40 No more than one employee from a single department may be granted such leave at any particular  
41 time. An employee from any department will not be granted a Sabbatical Leave if the same  
42 department had an applicant granted Sabbatical Leave, the preceding year.  
43

- 44 1. The Superintendent may also grant "Mini-Sabbaticals" of varied times to a number of employees  
45 so that the total time of such "Mini-Sabbaticals" will not exceed one full year (180 days).  
46 2. To be eligible for a "Mini-Sabbatical" employee must have achieved professional teacher status

1 in the Natick Public School System. An employee may apply for a "Mini-Sabbatical" any time  
2 after achieving professional teacher status.

3 Any person requesting a Sabbatical Leave may seek the assistance of the EAN's P R & R  
4 Committee in suggesting the percentage to be negotiated.

5  
6 Section 3 (b) (1): All applications for a "Mini-Sabbatical" Leave must be filed with the Principal of  
7 the building, or in the case of specialists, their immediate supervisor. The Principal, Assistant  
8 Principal, the Director of Human Resources and the Assistant Superintendent for Curriculum shall  
9 endorse it with their recommendations, and forward it to the Superintendent not later than ten (10)  
10 school days after the receipt of the "Mini-Sabbatical" application. (Where applicable, the review  
11 process will include Directors.)

12  
13 The Superintendent will then endorse his/her recommendations, together with the reasons therefore  
14 and notify the applicant of his/her decision.

15  
16 Section 3 (c): All applications for Sabbatical Leave must be filed with the Principal of the building  
17 or, in the case of specialists, their immediate supervisor, not later than January 1 of the school year  
18 prior to that during which the leave is requested. The Principal, Assistant Principal, the Director of  
19 Human Resources, and the Assistant Superintendent for Curriculum shall endorse it with their  
20 recommendations, and forward it to the Superintendent not later than February 1. (Where  
21 appropriate, the process of review will include Directors.)

22  
23 The Superintendent will then endorse his/her recommendations, together with the reasons therefore  
24 and will then notify the applicant of his/her decision not later than the last day of February.

25  
26 Section 4: In the event the number of applications received exceeds a total of three (3) in number,  
27 the applications will be evaluated upon the following factors:

- 28  
29 (a) Education value of the proposed project to the Natick School System;  
30 (b) The quality of past performance of the employee in the Natick School System;  
31 (c) Length of service in the Natick School System.

32  
33 Section 5: Applicants for Sabbatical Leave shall, as a condition precedent to granting thereof, agree  
34 in writing to return to employment in the Natick Public Schools for a period equal to twice the  
35 length of the Sabbatical Leave commencing with the school year immediately following the  
36 termination of the Sabbatical Leave. The applicant also shall sign a contract that, in the event the  
37 employee does not fulfill this obligation, he/she shall refund to the Town of Natick such proportion  
38 of the salary paid during the sabbatical period as the unexpired portion of such obligation shall bear  
39 to the said period unless for reasons totally beyond control of the educator involved by death or  
40 inability to perform his/her duties due to physical or mental incapacitation, then reimbursement shall  
41 not be required.

42  
43 Money to be refunded to the Town of Natick may be paid in budgetary payments subject to mutual  
44 agreement of the individual and the Superintendent.

45  
46 Section 6: In addition to the salary set forth in Section b, all employees on a full year, half year, or

1 "Mini-Sabbatical" will continue to receive all benefits such as professional teacher status,  
2 retirement, sick leave, Group Health and other insurance benefits.

### 3 4 5 **ARTICLE XXV - Military Leave**

6  
7 Section 1: Any employee covered by this Agreement who is a member of a state or national reserve  
8 component of the Armed Forces shall be entitled to a maximum of seventeen (17) days military  
9 leave to serve with said component during a school year so long as the employee furnishes to the  
10 Committee evidence that he/she is required to perform such duty during the school year.

11  
12 Section 2: The Committee shall pay to an employee on military leave an amount equal to the  
13 difference between his/her state or national reserve pay and his/her regular school salary in the event  
14 such state or national reserve pay is less than his/her regular school salary.

15  
16 Section 3: Whether or not an employee is entitled to compensation as provided in Section 2 of this  
17 Article, military leave shall not be charged against any other type of leave provided by the  
18 Committee or this Agreement.

### 19 20 **ARTICLE XXVI - Maternity/Adoption Leave**

#### 21 22 Section 1: Notice of Leave

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

#### 28 29 Section 2: Statutory Leave

30 A professional staff member who is pregnant may remain in her position until the conclusion of  
31 her pregnancy. Maternity leave begins for a professional staff member on the child's day of birth  
32 and continues for up to 56 consecutive calendar days (8 weeks) that include weekends, holidays,  
33 summer vacation days, and snow days. The professional staff member must notify the Director  
34 of Human Resources of her delivery date within two weeks following the birth. The professional  
35 staff member may use her own sick days to receive pay during her eight weeks of maternity  
36 leave and these days are deducted from her sick accumulation. She will also continue to receive  
37 all her normal health benefits.

38  
39 If, for medical reasons, more than the 56 consecutive days (8 weeks) of sick leave are required,  
40 the professional staff member must provide the Director of Human Resources with medical  
41 documentation prior to the end of her original maternity leave. Those days of leave which are  
42 work days will be deducted from the professional staff member's accumulated sick days. In such  
43 a case, the professional staff member is still entitled to a full maternity leave as provided under  
44 the FMLA.

45  
46 A professional staff member may choose to take an 8 week leave as provided under MGL Ch

1 149, Section 105D or a 12 week leave provided for under the Family and Medical Leave Act of  
2 1993 (FMLA). \* FMLA leave and the MGL Ch 149 maternity leave described above run  
3 concurrently. The professional staff member is not paid for any workdays that occur after 8  
4 weeks from the date of delivery. Sick leave, FMLA leave and MGL Ch 149 leave all run  
5 concurrently. At the conclusion of her 12-week FMLA leave, she will also be responsible for  
6 paying to the town her share of health insurance, which would normally have been deducted  
7 from her paycheck. The professional staff member should contact the Benefits Coordinator  
8 (X6411) to arrange payment of any insurance amount due.

9  
10 Professional staff members who utilize above-mentioned maternity leave(s) shall retain  
11 professional status and seniority rights, which would otherwise be theirs if they were actively  
12 employed in the system during that period, however, a staff member who is off payroll for more  
13 than 22 days will not receive PTS credit for that year (per the Fortunato decision).

14  
15 Section 3: After one year of service as a member of this bargaining unit, an employee who  
16 adopts a child will be eligible for up to ten working days of paid leave to take care of obligations  
17 directly related to the adoption process (e.g. travel, appointments with attorneys, social workers,  
18 court dates). Such paid leave will not be deducted from the employee's sick leave. The two  
19 weeks of leave may be taken prior to the day the child enters the home, and/or up to one year  
20 thereafter. Part-time employees will be eligible for such leave on a pro-rata basis.

21  
22 Section 4: Extended Leave

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

26  
27 Adoption leaves shall begin as described in Section 2.

28  
29 Such leaves in the case of an educator without professional teacher status will expire on the  
30 September 1 following the birth or for adoption the arrival at home, of the child (or on the  
31 subsequent September 1 if the birth or for adoption the arrival at home occurs after June 30).

32 In the case of an educator with professional teacher status such leave will expire on the September 1  
33 of the first or second year following the birth of the child, or for adoption, the arrival at home.

34  
35 Section 5: Notice of Return

36 Professional staff members desiring to return by August of any school year shall notify the  
37 director of Human Resources in writing of such intent on or before the preceding March 1.

38 Failure to comply with this requirement will be considered a resignation.

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

42  
43 Section 6: Conclusion of Pregnancy

44  
45 In the event of the conclusion of a pregnancy, the member of the unit may make written  
46 application for reinstatement prior to the previously established date for the termination of the

1 leave. Such application shall be accompanied by a physician's statement of good health. Such  
2 reinstatement may be granted by the Superintendent in the case of an acceptable vacancy.  
3  
4

#### 5 Section 7: Salary Advancement

6

7 Upon her return, the educator shall receive the normal salary increment, provided that s/he had  
8 completed at least 91 days at her/his present position. An educator who worked less than 91 days  
9 in the school year will not be eligible for such an increase.  
10

11 He/she will be assigned to any school where a vacancy exists for which he/she is qualified and  
12 licensed. Every reasonable effort will be made to return the educator to his/her former or  
13 comparable position.  
14

#### 15 ***ARTICLE XXVII - Group Life Insurance***

16

17 The Group Life Insurance coverage in existence on the effective date of this Agreement and  
18 described in the most current Staff Manual, and further described in the Town of Natick publication  
19 "Employees Group Insurance Plan," shall be continued throughout the term of this Agreement. In  
20 the event that such coverage is changed by the Natick Town Meeting or a referendum vote, such  
21 change coverage shall be made available to the employees covered by this Agreement.  
22

#### 23 ***ARTICLE XXVIII - Group Health Insurance***

24

25 See MOA in **Appendix B.**  
26

#### 27 ***ARTICLE XXIX - Political Contributions***

28

29 The School Committee accepts the provisions of G.L. c.180, Section 17I. Employees may authorize  
30 the School Committee to deduct from their salary a contribution to Voice of Teachers for Education  
31 in an amount which the employee shall specify in writing. The Committee will certify on the  
32 payroll the amount to be deducted by the treasurer. Such amounts shall be transmitted to the VOTE  
33 NEA-PAC holding account within thirty days.  
34

#### 35 ***ARTICLE XXX - Educational Development***

36

37 Section 1: An Advisory Committee appointed by the EAN will confer with the Administration, a  
38 subcommittee of the School Committee for the purpose of making recommendations on all areas of  
39 education. These conferences will be held on a bi-monthly basis except during summer vacation.  
40

41 A Curriculum Committee will be established to advise the Assistant Superintendent for  
42 Curriculum, Instruction and Assessment on issues related to the planning and implementation of  
43 the district strategic plan. One educator from each elementary school, 2 from each middle  
44 school, 3 from the high school, one special educator, one special subject teacher and one teacher  
45 from Alternative Ed/ELL will be selected by respective staff. Nominees and volunteers from  
46 each building or group will be placed on a ballot and the staff will vote on their representative to

1 serve for a one or two year term. At its first meeting, the Committee will determine which  
2 members will serve a two year term and which members will serve a one year term so that  
3 turnover at the end of each year is limited.

4  
5 A Professional Development to advise Assistant Superintendent for Curriculum, Instruction and  
6 Assessment on issues related to professional development; mini university, outside professional  
7 development offerings and district release time. One teacher from each elementary school, 2  
8 from each middle school, 3 from the high school, one special educator, one special subject  
9 teacher and one teacher from alternative ed/ELL will be selected by respective staff. Nominees  
10 and volunteers from each building or group will be placed on a ballot and the staff will vote on  
11 their representative to serve for a one or two year term. At its first meeting, the Committee will  
12 determine which members will serve a two year term and which members will serve a one year  
13 term so that turnover at the end of each year is limited.

14  
15 Meetings of the Curriculum Committee and the Professional Development Committee will be  
16 suspended for school years 2010-12.

17  
18 ***ARTICLE XXXI - Communications***

19  
20 Section 1: The School Committee agrees to provide the Association with the School Committee  
21 agenda prior to regular meetings. The EAN will provide the School Committee with the agenda of  
22 meetings prior to the time at which they are held.

23  
24 Section 2: The School Committee agrees to inform the educators on various curriculum committees  
25 on curriculum decisions, and give reasons for such decisions.

26  
27 ***ARTICLE XXXII – Job Sharing***

28  
29 The Natick School Committee and the EAN agree that the opportunity for job sharing exists in  
30 all schools and can be a beneficial arrangement for students, administrators and educators.

31  
32 ***ARTICLE XXXIII - Amendment***

33  
34 Section 1: This Agreement constitutes the entire Agreement between the parties and shall not be  
35 altered, amended or changed except in writing and shall be signed by both the School Committee  
36 and the Association, or their designees. Any such changes shall be appended hereto and become a  
37 part hereof and shall be signed in a manner similar to this original Agreement.

38  
39 ***ARTICLE XXXIV - Severability***

40  
41 Should any final decision of any court of competent jurisdiction affect any practice or provision of  
42 this Agreement, only the practice or provision so affected shall become null and void, otherwise, all  
43 other provisions or practices under this Agreement shall remain in full force and effect.

1 **ARTICLE XXXV - Copies of Agreement**

2  
3 Section 1: The Association will be given a clean copy of the signed Agreement.

4  
5 Section 2: Whenever it becomes necessary for any reason to furnish copies of this Agreement to  
6 any bargaining unit employee, the Association shall be responsible for preparation, reproduction  
7 and distribution of such copies, including the expenditure of all labor and costs for such purpose.

8  
9 **ARTICLE XXXVI - Duration**

10  
11 Section 1: This Agreement shall become effective on August 1, 2016 and shall continue in effect  
12 until and including July 31, 2019.

13  
14 Section 2: Negotiations for terms of an Agreement to be effective August 1, 2019 shall start within  
15 two weeks after the exchange of proposals but in any event not later than December 1, 2018.

16  
17 Section 3: None of the provisions contained in this Article shall prevent the parties by written  
18 agreement, from extending any portion or all of this Agreement (at any time after notice to  
19 terminate or modify is given) for any agreed-upon period beyond its expiration date.  
20

1 IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their  
2 duly authorized officers and representatives on the 12th day of September, 2016.  
3

4 SCHOOL COMMITTEE OF  
5 NATICK, MASSACHUSETTS

6  
7  
8 Dirk Coburn

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10  
11 Amy Mistrot

12  
13  
14 Lisa Tabenkin  
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EDUCATION ASSOCIATION  
OF NATICK

Mark Baranoff

Kaitlin Mattison

Chad Longley



## ***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);
  - iii) 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 as 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).
- E) **\*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.

- G) **\*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.
- I) **\*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").
- J) **\*Evaluator:** Any person designated by a superintendent who has primary or 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.

- Z) **\*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
- AA) **\*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.
- CC) **\*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 1<sup>st</sup> 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 1<sup>st</sup> 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:
    - (1st) At least one goal directly related to improving the Educator's own professional practice.
    - (2nd) At least one goal directed related to improving student learning.
    - (3rd) 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 1<sup>st</sup> (or

within four weeks of the Educator's first day of employment if the Educator begins employment after September 15<sup>th</sup>) 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 be 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:
  - i) Educators in the same school may meet with the Evaluator in teams and/or individually at the end of the previous evaluation cycle or by October 15<sup>th</sup> 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 15<sup>th</sup> 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.
- iii) Any observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement for the first time must be followed by at least one observation of at least 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
    - (1st) The Educator shall provide the Evaluator a draft of the lesson, student conference, IEP plan or activity. If the actual plan is different, the Educator will provide the Evaluator with a copy prior to the observation.
    - (2nd) 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:
  - (1st) Describe the basis for the Evaluator's judgment.
  - (2nd) Describe actions the Educator should take to improve his/her performance.
  - (3rd) Identify support and/or resources the Educator may use in his/her improvement.
  - (4th) State that the Educator is responsible for addressing the need for improvement.

12) **Evaluation Cycle: Formative Assessment**

- A) A specific purpose for evaluation is to promote student learning, growth and achievement by providing Educators with feedback for improvement. Evaluators are expected to make frequent unannounced visits to classrooms. Evaluators are expected to give targeted constructive feedback to Educators based on their observations of practice, examination of artifacts, and analysis of multiple measures of student learning, growth and achievement in relation to the Standards and Indicators of Effective Teaching Practice.
- B) Formative Assessment may be ongoing throughout the evaluation cycle but 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 15<sup>th</sup> 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 15<sup>th</sup>.
- 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;
  - iii) An outline of actions the Educator must take to attain the goals and benchmarks to assess progress. Actions must include specified professional development and learning activities that the Educator will participate in as a means of 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 10<sup>th</sup>.
- 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)**

<b>Activity:</b>	<b>Completed By:</b>
Superintendent, principal or designee meets with evaluators and educators to explain evaluation process	<i>September 15</i>
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	<i>January 18*</i>
Evaluator should complete mid-cycle Formative Assessment Report	<i>February 1</i>
Evaluator holds Formative Assessment Meetings if requested by either Evaluator or Educator	<i>February 15</i>
Evaluator provides educator notice of Summative Assessment Report date * Four weeks before Summative Assessment Report date	<i>April 17*</i>
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	<i>April 24*</i>
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, and progress on attaining professional practice and student learning goals., *Two weeks before Formative Assessment Report date established by Evaluator	May 18*
Evaluator meets with Educators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory	June 1
Evaluator completes Formative Evaluation Report	June 1
Evaluator meets with Educators whose overall Summative Evaluation ratings are Proficient or Exemplary at request of Evaluator or Educator	June 10
Educator signs Summative Evaluation Report and adds response, if any, within 5 school days of receipt	June 15

**A) Educators with PTS on Two Year Plans**

<b>Activity:</b>	<b>Completed By:</b>
Evaluator completes unannounced observation(s)	Any time during the 2-year evaluation cycle
Evaluator completes Formative Evaluation Report	<i>June 1 of Year 1</i>
Evaluator conducts Formative Evaluation Meeting, if any	<i>June 1 of Year 1</i>
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.

- 1 5) The Town's contribution to the Harvard Pilgrim PPO plan shall remain at  
2 50%. The Town's contribution towards all Medicare supplement plans shall  
3 remain at 50%.
- 4 6) The Town shall continue to maintain a Flexible Spending Account program  
5 for eligible employees and shall continue to pay the administrative fee for all  
6 employees enrolled in the FSA. The Town will offer a debit card for all  
7 FSA subscribers. Notwithstanding any other terms in this Agreement, this  
8 provision shall sunset effective June 30, 2018 unless the Town in its sole  
9 discretion elects to continue the FSA program.
- 10 7) The parties agree that in order to maintain eligibility for health care coverage  
11 from the Town of Natick, all subscribers (including those who are not  
12 changing their health care provider) must select a health insurance plan  
13 during the open enrollment period for FY 2017 health care coverage.
- 14 8) The parties agree that the Town will budget \$100,000 in FY 2017 for a  
15 "Continuity of Care Mitigation Fund." The Mitigation Fund is established  
16 for the purpose of helping employees/non-Medicare retirees and their  
17 covered family members who, at the time of open enrollment for the FY  
18 2017 coverage year, are receiving active treatment by a primary specialist  
19 that specializes in a defined practice and that specialist is not covered within  
20 the Fallon Select network.
- 21 ■ For these purposes, the terms "active treatment", "serious condition"  
22 and "primary specialist" are defined as follows:
- 23 ○ Active treatment: treatment following an inpatient stay or  
24 outpatient procedure for recovery or rehabilitation for a serious  
25 disease. It may include continuing care for a serious disease that  
26 requires diagnostic tests or adjustment of medications or treatments  
27 that occur and are scheduled every six months or sooner.  
28 Continuing care that occurs at intervals greater than every six  
29 months would not qualify as active treatment. It may also include  
30 an inpatient procedure for a serious disease scheduled no later than  
31 July 1, 2016. Active treatment does not include preventive services  
32 or services to monitor a patient's condition after the patient  
33 completes treatment for a serious disease.
- 34 ○ Active treatment shall also include mothers who give birth after  
35 April 30, 2015 and before July 1, 2016 if the mother requires  
36 postpartum care and the mother's care provider(s) is not  
37 covered under the Fallon Select plan/network.
- 38 ○ Serious condition: one that is life threatening or could lead to a  
39 serious or permanent disability if left untreated.
- 40 ○ Primary specialist (may include but not limited to): a primary  
41 medical specialist in the following fields or practice;

1 cardiologist, endocrinologist, gastroenterologist, hematologist,  
2 oncologist, maternal fetal medicine, neonatologist,  
3 neurologist, nephrologist, orthopedist, urologist, medically  
4 necessary plastic surgeon, pediatric specialist.

- 5 ○ An employee/retiree/covered family member who believes  
6 he/she is eligible for this benefit is obligated to apply for Fallon  
7 Select coverage and pursue Fallon Transitional Care. Should  
8 continuation of the existing care be denied, pursue all available  
9 appeals in an effort to gain authorization from Fallon Select for  
10 continued treatment and care prior to the close of the open  
11 enrollment period for FY 2017 health insurance coverage.
- 12 ○ For employees who qualify for the Mitigation Fund, the Town  
13 will pay a stipend equal to the difference between 25% vs. 38%  
14 of the cost of the non-Fallon plans. If, in FY 2017, the costs  
15 under this provision exceed the \$100,000 appropriation, the  
16 funds will be distributed on a pro-rata basis.
- 17 ○ In FY 2018, the Town will budget an appropriate amount based  
18 on FY 2017 obligations under this provision, not to exceed  
19 \$100,000.

- 20 9) The parties agree that the Town will budget \$60,000 in FY 2017 and FY  
21 2018 for a "Retiree Mitigation Fund." The Retiree Mitigation Fund is  
22 established for the purpose of helping non-Medicare eligible retirees who  
23 don't qualify for Fallon because they live outside of the Fallon coverage area  
24 and who have retired on or before June 30, 2016. An application form will be  
25 developed and an application deadline established. The Town will pay a  
26 stipend equal to the difference between 25% vs. 38% of the cost of the non-  
27 Fallon plans. At the conclusion of the application period, if it is determined  
28 that the amount owed to eligible retirees exceeds the amount of the Retiree  
29 Mitigation Fund, the budgeted amount will be distributed on a pro-rata basis.

30 In FY 2018, the Town will budget an appropriate amount based on FY  
31 2017 obligations under this provision, not to exceed \$60,000.

- 32
- 33 10) Should the West Suburban Health Group (WSHG) disband for any  
34 reason or should the WSHG cease to offer Rate Saver health insurance plans  
35 at any time during the term of this Agreement, this Agreement shall become  
36 null and void and the Parties shall negotiate a new agreement pursuant to  
37 MGL Chapter 32B, sections 21-23 or MGL Chapter 32B, section 19, subject  
38 to the Board of Selectmen's acceptance of said statutes. If WSHG votes any  
39 other changes in health care coverage that affect this Agreement the Parties  
40 will meet to consider amendments to the Agreement regarding said changes.

- 1 11) The Town and the Union agree to promote subscribers' understanding  
2 of these health insurance changes through the use of direct mailings or  
3 emails and distribution of other promotional materials to the Town's  
4 employees and other impacted subscribers. In addition, the Town will  
5 schedule a minimum of 12 seminars at which Fallon representatives will  
6 present information about the Fallon Select and Fallon Direct health  
7 insurance programs and be available to answer questions. Such seminars  
8 will be scheduled at various locations and times in an effort to make them as  
9 convenient as possible for employees to attend; no additional compensation  
10 will be offered to employees attending these seminars.
- 11 12) The Town will continue to offer an "opt-out" program for employees  
12 who have been enrolled in a Town offered health benefit plan for at least one  
13 year prior to the date of this Agreement, with program details provided on  
14 the Opt-Out Form; payments to be \$2,000 for those on the individual plan  
15 and \$4,500 for those on a family plan.
- 16 13) Any and all provisions of any collective bargaining agreement relative  
17 to health insurance rates, contribution rates or policies between the Town or  
18 School Committee and any bargaining unit shall be superseded by the terms  
19 of this Agreement.
- 20 14) The parties agree that the Town will hold quarterly meetings with the  
21 Insurance Advisory Committee and the members of the Public Employee  
22 Committee will be invited to said meetings.
- 23 15) The parties agree that the Town will commence applicable payroll  
24 deductions in June, 2016 for the insurance coverage scheduled to commence  
25 on July 1, 2016.
- 26 16) The parties agree that this Agreement shall end on June 30, 2018 and  
27 none of its terms shall be binding after that date. If the Agreement is not  
28 extended or renewed or if the parties cannot reach an alternative agreement,  
29 health insurance offered by the Town shall revert to the pre-July 1, 2016  
30 terms and conditions.
- 31 17) The effective date of this Agreement shall be the date on which the  
32 required 51% weighted vote of all Town unions and retiree representation  
33 has been achieved and the Board of Selectmen and School Committee have  
34 executed and ratified this Agreement
- 35 18) The parties agree that should any provision in this Agreement be  
36 found to be illegal or unenforceable then it shall be stricken from the  
37 Agreement and the rest of the Agreement shall remain in full force and  
38 effect.
- 39  
40  
41



**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*):**

\_\_\_\_\_  
**Signature of Dir. Buildings  
& Maintenance/Date**

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

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\_\_\_\_\_  
**Signature of Chairperson**

**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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**SIDE LETTER**  
**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

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For The EAN

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For the Natick School Committee

**SIDE LETTER**  
**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 resubmit 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.

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Natick School Committee/Date

Education Association of Natick/Date

## **SUPPLEMENTAL AGREEMENT**

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 2<sup>nd</sup> 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.

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Natick School Committee

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Education Association of Natick

**SIDE LETTER**  
**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:

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



**ADMINISTRATORS (UNIT B) AGREEMENT BETWEEN**

**THE SCHOOL COMMITTEE**

**OF THE TOWN OF NATICK, MASSACHUSETTS**

**AND THE EDUCATION ASSOCIATION OF NATICK**

**FOR THE TIME PERIOD**

**AUGUST 26, 2013 THROUGH JULY 31, 2016**



**UNIT B**  
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**PREAMBLE:** Same as Teachers' Agreement.

**ARTICLE I - Exclusive Recognition** - The Committee hereby recognizes the Association as the exclusive collective bargaining representative covering wages, hours and other terms and conditions for the following bargaining unit of employees:

All full-time full-year and school-year Vice-Principals, Athletic Director, Directors, High School Department Heads, Middle School Math Department Head and Middle School ELA Department Head, Out of District Coordinator, Elementary Assistant Principal, and North Star Program Coordinator, excluding the Superintendent of Schools, the Assistant Superintendents, Assistant Directors of Student Services, Director of Fiscal and Management Services, Director of Human Resources, Director of Technology and all full-time Classroom Teachers, Teacher Coaches, Guidance Counselors, and Curriculum Specialists in the elementary, middle schools and senior high schools and substitute teachers, and further excluding all other employees of the Committee. This Agreement applies only to the bargaining unit described above.

**ARTICLE II - Nondiscrimination** - Same as Teachers' Agreement.

**ARTICLE III - Employee Rights and Obligations** - Same as Teachers' Agreement.

**ARTICLE IV - No Strike - Lockout** - Same as Teachers' Agreement.

**ARTICLE V - Association Officials** - Same as Teachers' Agreement.

**ARTICLE VI - Rights and Obligations of the School Committee** - Same as Teachers' Agreement.

**ARTICLE VII - Effect of Agreement** - Same as Teachers' Agreement.

**ARTICLE VIII - Grievance and Arbitration Procedure** - Same as Teachers' Agreement.

**ARTICLE IX - Compensation**

Section 1:

All salary schedules for positions covered by Unit "B" will be adjusted as shown below:

Administrators new to the Natick Public Schools will be placed on step according to experience. All salary schedules reflect annualized rates.

Effective from August 1, 2016 - July 31, 2017, all steps and stipends will increase by 2%.

Effective from August 1, 2017 - July 31, 2018, all steps and stipends will increase by 2.25% plus the top step (6) will increase by 1%.

Effective from August 1, 2018 - July 31, 2019, all steps and stipends will increase by 2% plus the top step (6) will increase by 1%.

Effective for the 2015-16 School Year, a new Master's plus 15 lane will be added, halfway between the Master's and Master's plus 30. Also, a new Master's plus 45 lane will be added, halfway between the Master's plus 30 and the Master's plus 60.

Full Year Unit B members will be paid over 27 even installments in school year 2017-2018 in order to avoid skipping a paycheck.

**NATICK PUBLIC SCHOOLS**  
**EA Teachers - Unit B**  
**School Year 2016 - 2017**  
**Effective 8/1/2016**

High School Vice Principal							
Step	Masters	Masters +15	Masters +30	Masters +45	Masters +60	Masters +75	Doctorate
SA	B3	B3-5	B3-1	B3-6	B3-2	B3-3	B3-4
1	100,394	105,414	110,433	113,195	115,955	118,854	121,752
2	103,864	109,057	114,250	117,107	119,963	122,964	125,962
3	107,340	112,706	118,072	121,025	123,977	127,079	130,176
4	109,485	114,959	120,433	123,444	126,456	129,617	132,777
5	111,675	117,258	122,842	125,914	128,985	132,208	135,434
6	113,909	119,604	125,299	128,432	131,565	134,853	138,142

Athletic Director							
Step	Masters	Masters +15	Masters +30	Masters +45	Masters +60	Masters +75	Doctorate
SA	B6		B6-1		B6-2	B6-3	B6-4
1	93,292	97,957	102,621	105,188	107,754	110,447	113,140
2	96,785	101,625	106,465	109,127	111,788	114,583	117,378
3	100,334	105,351	110,367	113,127	115,886	118,783	121,680
4	102,342	107,459	112,576	115,391	118,205	121,160	124,115
5	104,389	109,609	114,829	117,699	120,569	123,583	126,597
6	106,478	111,801	117,125	120,053	122,981	126,055	129,129

Middle School Vice Principal							
Step	Masters	Masters +15	Masters +30	Masters +45	Masters +60	Masters +75	Doctorate
SA	B4	B4-5	B4-1	B4-6	B4-2	B4-3	B4-4
1	100,287	105,303	110,318	113,076	115,833	118,728	121,625
2	103,780	108,970	114,158	117,013	119,867	122,865	125,861
3	107,331	112,697	118,063	121,015	123,967	127,065	130,163
4	109,478	114,951	120,424	123,435	126,445	129,607	132,768
5	111,667	117,250	122,832	125,904	128,975	132,199	135,424
6	113,900	119,595	125,290	128,422	131,555	134,843	138,132

Middle School Vice Principal - School Year (193 days)							
Step	Masters	Masters +15	Masters +30	Masters +45	Masters +60	Masters +75	Doctorate
SA	B5		B5-1		B5-2	B5-3	B5-4
1	87,525	91,902	96,278	99,684	101,089	103,618	106,144
2	90,572	95,101	99,630	102,119	104,609	107,226	109,841
3	93,671	98,355	103,038	105,615	108,190	110,893	113,599
4	95,544	100,322	105,099	107,726	110,354	113,113	115,872
5	97,456	102,328	107,201	109,882	112,561	115,375	118,189
6	99,405	104,375	109,344	112,078	114,811	117,683	120,554

Elementary Assistant Principal - School Year (193 days)							
Step	Masters	Masters +15	Masters +30	Masters +45	Masters +60	Masters +75	Doctorate
SA	B9		B9-1		B9-2	B9-3	B9-4
1	86,821	91,164	95,505	97,892	100,279	102,787	105,294
2	89,843	94,335	98,827	101,298	103,769	106,363	108,957
3	92,914	97,560	102,206	104,761	107,316	110,000	112,882
4	94,774	99,513	104,251	106,858	109,465	112,201	114,938
5	96,669	101,503	106,336	108,995	111,654	114,445	117,236
6	98,603	103,533	108,463	111,175	113,887	116,734	119,581

Additional Stipends		
771	Director K-12	\$10,600
772, 781	Department Head (includes North Star & Out Of District Coordinators)	\$8,500

School Year Director positions - Phys Ed & Fine Arts Directors, paid on Unit A pay scale + K-12 Director Stipend. Out of District Coordinator paid on Unit A pay scale + Department Head Stipend + 20 per diem days.

1. +2% Increase

**NATICK PUBLIC SCHOOLS**  
**NEAN Teachers - Unit B**  
**School Year 2017 - 2018**  
**Effective 8/1/2017**

High School Vice Principal							
Step	Masters	Masters +15	Masters +30	Masters +45	Masters +60	Masters +75	Doctorate
SA	B3	B3-5	B3-1	B3-6	B3-2	B3-3	B3-4
1	102,653	107,786	112,918	115,742	118,564	121,528	124,491
2	106,201	111,511	116,821	119,742	122,662	125,731	128,796
3	109,755	115,242	120,729	123,748	126,766	129,938	133,105
4	111,948	117,546	123,143	126,221	129,301	132,533	135,764
5	114,188	119,896	125,606	128,747	131,887	135,183	138,481
6	117,611	123,491	129,371	132,606	135,841	139,236	142,632

Athletic Director							
Step	Masters	Masters +15	Masters +30	Masters +45	Masters +60	Masters +75	Doctorate
SA	B6		B6-1		B6-2	B6-3	B6-4
1	95,391	100,161	104,930	107,555	110,178	112,932	115,686
2	98,963	103,912	108,860	111,582	114,303	117,161	120,019
3	102,592	107,721	112,850	115,672	118,493	121,456	124,418
4	104,645	109,877	115,109	117,987	120,865	123,886	126,908
5	106,738	112,075	117,413	120,347	123,282	126,364	129,445
6	109,939	115,435	120,932	123,955	126,978	130,152	133,326

Middle School Vice Principal							
Step	Masters	Masters +15	Masters +30	Masters +45	Masters +60	Masters +75	Doctorate
SA	B4	B4-5	B4-1	B4-6	B4-2	B4-3	B4-4
1	102,543	107,672	112,800	115,620	118,439	121,399	124,362
2	106,115	111,422	116,727	119,646	122,564	125,629	128,693
3	109,746	115,233	120,719	123,738	126,756	129,924	133,092
4	111,941	117,537	123,134	126,212	129,290	132,523	135,755
5	114,180	119,888	125,596	128,737	131,877	135,173	138,471
6	117,602	123,482	129,362	132,596	135,831	139,225	142,621

Middle School Vice Principal - School Year (193 days)							
Step	Masters	Masters +15	Masters +30	Masters +45	Masters +60	Masters +75	Doctorate
SA	B5		B5-1		B5-2	B5-3	B5-4
1	89,494	93,970	98,444	100,904	103,364	105,949	108,532
2	92,610	97,241	101,872	104,417	106,963	109,639	112,312
3	95,779	100,568	105,356	107,991	110,624	113,388	116,155
4	97,694	102,579	107,464	110,150	112,837	115,658	118,479
5	99,649	104,630	109,613	112,354	115,094	117,971	120,848
6	102,636	107,767	112,898	115,721	118,542	121,508	124,472

Elementary Assistant Principal - School Year (193 days)							
Step	Masters	Masters +15	Masters +30	Masters +45	Masters +60	Masters +75	Doctorate
SA	B9		B9-1		B9-2	B9-3	B9-4
1	88,774	93,215	97,654	100,095	102,535	105,100	107,663
2	91,864	96,458	101,051	103,577	106,104	108,756	111,409
3	95,005	99,755	104,506	107,118	109,731	112,475	115,217
4	98,906	101,752	106,597	109,262	111,928	114,726	117,524
5	98,844	103,787	108,729	111,447	114,166	117,020	119,874
6	101,808	106,898	111,988	114,788	117,588	120,528	123,467

Additional Stipends		
771	Director K-12	\$10,839
772, 781	Department Head (includes North Star & Out Of District Coordinators)	\$8,691

School Year Director positions - Phys Ed & Fine Arts Directors, paid on Unit A pay scale + K-12 Director Stipend. Out of District Coordinator paid on Unit A pay scale + Department Head Stipend + 20 per diem days.

1. +2.25% increase plus top step will increase by 1%

**NATICK PUBLIC SCHOOLS**  
**EAH Teachers - Unit B**  
**School Year 2018 - 2019**  
**Effective 8/1/2018**

High School Vice Principal							
Step	Masters	Masters +15	Masters +30	Masters +45	Masters +60	Masters +75	Doctorate
SA	B3	B3-5	B3-1	B3-6	B3-2	B3-3	B3-4
1	104,706	109,942	115,176	118,057	120,935	123,959	126,981
2	108,325	113,741	119,157	122,137	125,115	128,246	131,372
3	111,950	117,547	123,144	126,223	129,301	132,537	135,767
4	114,187	119,897	125,606	128,745	131,887	135,184	138,479
5	116,472	122,294	128,118	131,322	134,525	137,887	141,251
6	121,139	127,196	133,252	136,584	139,916	143,413	146,911

Athletic Director							
Step	Masters	Masters +15	Masters +30	Masters +45	Masters +60	Masters +75	Doctorate
SA	B6		B6-1		B6-2	B6-3	B6-4
1	97,299	102,164	107,029	109,706	112,382	115,191	118,000
2	100,942	105,990	111,037	113,814	116,589	119,504	122,419
3	104,644	109,875	115,107	117,985	120,863	123,885	126,906
4	108,738	112,075	117,411	120,347	123,282	126,364	129,446
5	108,873	114,317	119,761	122,754	125,748	128,891	132,034
6	113,237	118,898	124,560	127,674	130,787	134,057	137,326

Middle School Vice Principal							
Step	Masters	Masters +15	Masters +30	Masters +45	Masters +60	Masters +75	Doctorate
SA	B4	B4-5	B4-1	B4-6	B4-2	B4-3	B4-4
1	104,594	109,825	115,056	117,932	120,808	123,827	126,849
2	108,237	113,650	119,062	122,039	125,015	128,142	131,267
3	111,941	117,538	123,133	126,213	129,291	132,522	135,754
4	114,180	119,888	125,597	128,736	131,876	135,173	138,470
5	116,464	122,286	128,108	131,312	134,515	137,876	141,240
6	121,130	127,186	133,243	136,574	139,906	143,402	146,900

Middle School Vice Principal - School Year (193 days)							
Step	Masters	Masters +15	Masters +30	Masters +45	Masters +60	Masters +75	Doctorate
SA	B5		B5-1		B5-2	B5-3	B5-4
1	91,284	95,849	100,413	102,922	105,431	108,068	110,703
2	94,462	99,186	103,909	106,505	109,102	111,832	114,558
3	97,695	102,579	107,463	110,151	112,836	115,656	118,478
4	99,848	104,631	109,613	112,353	115,094	117,971	120,849
5	101,642	106,723	111,805	114,601	117,396	120,330	123,265
6	105,715	111,000	116,285	119,193	122,098	125,153	128,206

Elementary Assistant Principal - School Year (193 days)							
Step	Masters	Masters +15	Masters +30	Masters +45	Masters +60	Masters +75	Doctorate
SA	B9		B9-1		B9-2	B9-3	B9-4
1	90,549	95,079	99,607	102,097	104,586	107,202	109,816
2	93,701	98,387	103,072	105,649	108,226	110,931	113,637
3	96,905	101,750	106,596	109,260	111,926	114,725	117,521
4	98,844	103,787	108,729	111,447	114,167	117,021	119,874
5	100,821	105,863	110,904	113,676	116,449	119,360	122,271
6	104,862	110,105	115,348	118,232	121,116	124,144	127,171

Additional Stipends		
771	Director K-12	\$11,055
772, 781	Department Head (includes North Star & Out Of District Coordinators)	\$8,865

School Year Director positions - Phys Ed & Fine Arts Directors, paid on Unit A pay scale + K-12 Director Stipend, Out of District Coordinator paid on Unit A pay scale + Department Head Stipend + 20 per diem days.

1. +2% increase plus top step will increase by 1%

Section 1 (con't): Salaries of full-year Secondary School Administrators and the Athletic Director are on an annual basis allowing for a vacation period of four (4) weeks. Where there are two or more administrators in a building, such additional vacation periods as may be enjoyed by the school personnel as a whole, shall be divided equally among administrators within a building for functioning in the same capacity.

Section 2: Unit B administrators will develop a tentative schedule for each year and provide a copy to their principal and to the Superintendent showing the 220 days they plan to work. The parties agree that this plan may be amended during the school year as needs dictate. The parties also agree that all school offices will have appropriate administrative staffing during school recess periods. All school administrators will be available for meetings called by Central Administration during the regular school year vacation periods.

The work-year for the Out of District Coordinator will be 203 days.

In any of the above schedules to be presented to the School Committee prior to each vacation period, there will be one day scheduled when all administrators in the unit will be on duty in order to be present for meetings.

Section 3: Salaries of Directors, Department Heads and school-year vice and assistant principals are on a school-year basis, and any Director, Department Head or school-year vice principal who agrees to work beyond the accepted school year shall be compensated on a pro-rata basis of his/her current salary, calculated by including the additional compensation provided in Section 1 of this Article. The high school Guidance Department Head shall work five (5) additional days (for a total of 187 days) each school year. This provision shall not apply to Directors and Department Heads or school-year vice principals who participate in Summer School, Adult Education or Summer Workshop Programs.

Section 4: 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 who meet the requirements of the School Department and who receive recommendations thereon by principals (if applicable), Assistant Superintendent and Superintendent.

Section 5: Same as teachers' - Administrators will be allowed to attend all general EAN meetings, including ratification meetings.

**ARTICLE X - Class Size** - Same as Teachers' Agreement

**ARTICLE XI - Teachers Assignments** - Same as Teachers' Agreement.

**ARTICLE XII - Working Conditions**

Section 1: Department Heads will have a maximum of three (3) classes and in addition will have no study halls where feasible.

Section 2: All elementary schools will be staffed by a secretary for thirty-seven and one half (37.5) hours per week during the school year.

Section 3: Any time an elementary principal appoints a member of his/her professional staff to be temporarily in charge of his/her school, such appointee may act in all respects as the principal.

Section 4: In the case that a principal is absent from his/her duties for an extended period of time during the school

year, the vice-principal or a teacher shall be designated by the Superintendent to take over said principal's duties until the principal's return or until a permanent appointment to the principal's position is made by the Committee. Beginning from the time of his/her appointment, the designated pro tem principal or vice principal serving more than fifteen (15) consecutive school days will be paid at the step 1 rate for principal or vice principal, retroactively to the first day...

Section 5: The Superintendent of Schools may choose a member of the professional staff as the pro tem principal's assistant. The assistant shall be released from all teaching duties. A substitute will be hired to replace this assistant in his/her regular position.

After fifteen days in the assignment, beginning from the time of his/her appointment the pro tem principal's assistant shall be paid at the step one rate for vice principal.

Section 6: If the vice-principal is absent from his/her duties for an extended period of time during the school year, the Superintendent of Schools may choose a member of the professional staff as pro tem vice-principal. This appointee will be released from all teaching and will be paid at the step 1 rate for vice principal..

Section 7: Upon the return of the absent administrator, all personnel involved will revert to their former position and former compensation.

Section 8: No association activities relating to collective bargaining will be conducted during the regular school day schedule of any administrator, nor will any administrator permit such activities to be engaged in by any other staff member in his/her school during their regular school hours. This limitation may be waived by the Superintendent.

Section 9: All administrators will report to the Central Administration the names of those teachers who fail to comply with *ARTICLE XII- Working Conditions* of the teachers' collective bargaining agreement.

*ARTICLE XIII - Administrators Records & Evaluation* - Same as Teachers' Agreement.

*ARTICLE XIV - Promotions and Vacancies* - Same as Teachers' Agreement.

*ARTICLE XV - Reduction in Staff* - See Section 8 of ARTICLE XVI of the Teachers' Agreement.

*ARTICLE XVI - Course Vouchers* - Same as Teachers' Agreement.

*ARTICLE XVII - Sick Leave & Sick Leave Bank* - Same as Teachers' Agreement except, full-year Vice Principals, and Athletic Director will be granted fifteen (15) days of sick leave per year.

*ARTICLE XVIII - Sick Leave Buyback* - Same as Teachers' Agreement.

*ARTICLE XIX - Reimbursement for Injuries* - Same as Teachers' Agreement.

*ARTICLE XX - Extended Leave of Absence* - Same as Teachers' Agreement.

*ARTICLE XXI - Administrative Leave* - Section 1 and 2 - Same as Teachers' Agreement.

Section 3: Personal leave for Directors and the Athletic Director must be approved by the Director of Human Resources. In case of the absence of the Director of Human Resources, it is within the jurisdiction of the Assistant

Superintendent to grant the request for a personal leave as outlined in this section for the above named administrators. Personal leave for Assistant Principals and Department Heads must be approved by the Principal. All other phases of Section 3 of *ARTICLE XXI* will be the same as the Teachers' Agreement.

*ARTICLE XXII - Leave for Professional Activity* - Same as Teachers' Agreement.

*ARTICLE XXIII - Sabbatical Leave* - Same as Teachers' Agreement.

*ARTICLE XXIV – Military* - Same as Teachers' Agreement.

*ARTICLE XXV – Maternity/Adoption Leave* - Same as Teachers' Agreement.

*ARTICLE XXVI - Group Life Insurance* - Same as Teachers' Agreement.

*ARTICLE XXVII - Group Health Insurance* - Same as Teachers' Agreement.

*ARTICLE XXVIII - Political Contributions* - Same as Teachers' Agreement.

*ARTICLE XXX - Educational Development* - Same as Teachers' Agreement.

*ARTICLE XXXI - Communications* - Same as Teachers' Agreement.

*ARTICLE XXXII – Job Sharing* – Same as Teachers' Agreement

*ARTICLE XXXIII - Amendment* - Same as Teachers' Agreement.

*ARTICLE XXXIV - Severability* - Same as Teachers' Agreement.

*ARTICLE XXXV - Copies of Agreement* - Same as Teachers' Agreement.

*ARTICLE XXXVI - Duration* - Same as Teachers' Agreement.

1 IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their  
2 duly authorized officers and representatives on the 12th day of September, 2016.  
3

4 SCHOOL COMMITTEE OF  
5 NATICK, MASSACHUSETTS

6  
7  
8 Dirk Coburn

9  
10  
11 Amy Mistrot

12  
13  
14 Lisa Tabenkin

EDUCATION ASSOCIATION  
OF NATICK

Mark Baranoff

Kaitlin Mattison

Chad Longley

