

AGREEMENT

Between the

Dennis-Yarmouth Regional School Committee

and the

Dennis-Yarmouth Educators Association



September 1, 2023 – August 31, 2026

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Preamble

- A. Under the laws of Massachusetts, the Dennis-Yarmouth Regional School District Committee has final responsibility for establishing the educational policies for the school within its jurisdiction.
- B. The School Committee reserves as its own prerogative all the powers and duties conferred on it and vested in it by current Massachusetts statutes. This Agreement is intended to comply with all federal and Massachusetts laws.
- C. The Superintendent of Schools of the Dennis-Yarmouth Regional School District has the responsibility for carrying out the policies so established.
- D. The teaching staff of the Dennis-Yarmouth Regional School District has the responsibility for providing education of the highest possible quality.
- E. Fulfillment of these respective responsibilities can be facilitated and supported by consultations and free exchange of views and information among the Committee, the Superintendent, and the bargaining unit members in the formulation and application of policies relating to wages, hours, and other conditions of employment for the bargaining unit members.
- F. Bargaining unit members, while employed by the Committee, shall affirm and accept their responsibility to practice their profession according to the highest ethical standards. They shall recognize the supreme importance of the pursuit of truth, and encouragement of scholarship and the promotion of good citizenship. They shall regard as essential to these goals the protection of freedom to learn and to teach and the guarantee of equal educational opportunity for all. They shall, by precept and example, endeavor to cultivate habits of social refinement and shall to the best of their ability, govern those in their charge with kindness, consideration, and respect. Bargaining unit members are urged to give their attention to the morals and manners of those in their charge and so,
- G. To give effect to these declarations, the following principles and procedures are hereby adopted:

Article I. Recognition

For the purposes of collective bargaining with respect to wages, hours, and other conditions of employment and the negotiation of collective bargaining agreements, the Committee hereby recognizes the Association as the exclusive collective bargaining representative of all teachers, library teachers, consulting teachers of reading, ELL teachers, school psychologists, guidance counselors, guidance directors, social workers, nurses, curriculum team leaders, speech/language pathologists, literacy coordinators, occupational therapist, physical therapist, academic coaches, reading recovery teacher leader, and all other employees, but excluding principals, assistant principals, doctors, teacher aides and all other employees not within the limits described below. Herein all members recognized in this clause shall be referred to as bargaining unit members.

Article II. Negotiation Procedure and Duration

Section 2.1. The provisions of this Agreement will be effective as of September 1, 2023, and will continue in full force and effect until August 31, 2026. If negotiations for a successor Agreement are not completed by August 31, 2026, the terms of the existing Agreement shall remain in full force and effect.

Section 2.2. The Committee agrees to enter into negotiations with the Association over a successor Agreement concerning bargaining unit members' wages, hours, and other conditions of employment on or before November 1, 2025.

Article III. Committee Rights

Section 3.1. The Dennis-Yarmouth Regional School District Committee is a public body established under and with the powers provided by the General Laws of the Commonwealth of Massachusetts. Except as specifically abridged or modified by a term or provision of this Agreement, nothing in this Agreement shall derogate from the powers and responsibilities of the Committee under the General Laws of the Commonwealth of Massachusetts.

Section 3.2. Unless modified or changed by a specific written provision of this Agreement, the Committee retains those rights, powers and duties it now has, may be granted or have conferred upon it by law and the exercise of such rights shall be final and binding. Because the Education Reform Act of 1993 delegates certain powers directly to superintendents and principals, the term "Committee" as used in this Agreement includes the superintendent and principals where the context so requires or permits under the Education Reform Act.

Section 3.3. An arbitrator shall have no power to render a decision or substitute their judgment for that of the Committee in those areas reserved for the discretion of the Committee by this Agreement or where the Committee's decision is final and binding under this Agreement. The arbitrator shall have power to render a decision only on an interpretation or application of one of the specifically expressed provisions of the Agreement.

Article IV. Grievance Arbitration

Section 4.1. A grievance is defined as a dispute, claim or controversy by the Association, an employee or employees concerning rates of pay, hours or working conditions, or the interpretation or application of the specific terms of this Agreement.

Section 4.2. The purpose of the procedure set forth hereinafter is to produce prompt and equitable solutions to grievances. The parties agree that as much information as is needed to process grievances equitably shall be presented at the various levels of the grievance procedure. The information should include the names of bargaining unit members affected by the alleged grievance as well as documentation that are helpful to the parties. The written grievance shall include a specific reference to the article and section of the collective bargaining agreement that the grievant believes has been violated, if applicable.

Section 4.3. Any decision not appealed to the next step of the grievance procedure in accordance with the time limits hereinafter set forth in the various provisions shall be considered withdrawn and not subject to further appeal.

Section 4.4. An aggrieved party must institute proceedings hereunder within fifteen (15) school days of the event or events giving rise to the grievance or within fifteen (15) days from the date the aggrieved party had knowledge or reasonably should have had knowledge of the event or events giving rise to the grievance.

Section 4.5. The time limits indicated herein will be considered maxima unless extended by mutual agreement in writing. All time limits shall be school days.

Section 4.6. Nothing herein contained shall be construed to prevent any person from informally discussing any matter in such person's interest with their supervisor, the Administration or the Committee.

Section 4.7. If any employee covered by this Agreement shall present any grievance without representation by the Association, the disposition, if any, of the grievance shall be consistent with the provisions of this Agreement.

Section 4.8. Procedure.

LEVEL ONE. A bargaining unit member shall discuss the grievance with the Department Head or Administrator whose action or decision is being grieved within fifteen (15) days of the date on which the bargaining unit member had knowledge or reasonably should have had knowledge of the occurrence. Any meeting with reference to the above shall be held at a mutually acceptable time.

LEVEL TWO. In the event the aggrieved is not satisfied with the disposition of the grievance at Level One, the grievance shall be reduced to writing and referred to the Principal or Administrator who participated in the Level One grievance, within ten (10) school days.

LEVEL THREE. Superintendent. In the event the aggrieved is not satisfied with the disposition of the grievance at Level Two, or in the event no decision has been reached within ten (10) days after the presentation of the grievance, it shall be referred by the aggrieved employee within ten (10) days of the disposition to the Superintendent of Schools.

LEVEL FOUR. In the event the grievance shall not have been satisfactorily resolved at the

Superintendent's level above, or no decision has been rendered within ten (10) school days, the grievance shall be referred in writing to the School Committee within ten (10) days. The School Committee shall hear the grievance at the next regularly scheduled meeting and shall issue its decision in writing within ten (10) days following that meeting. At the School Committee level all grievances shall be heard in executive session unless the Committee and the Association agree otherwise. The date and starting time of the meeting on contract grievances between the parties shall be mutually agreed upon.

LEVEL FIVE.

- A. When the grievance involves the violation of a specific term and/or provision of this Agreement, and if such grievance shall not have been satisfactorily resolved at Level Four, the Association may refer the unsettled grievance to arbitration in writing within fifteen (15) school days after the decision of the School Committee. Selection of an arbitrator shall be made in accordance with the rules and regulations of the American Arbitration Association.
- B. The arbitrator will issue their decision not later than thirty (30) calendar days from the date of the close of hearings or, if oral hearings have been waived, then from the date the final statements and briefs are submitted to him. The arbitrator's decision will be in writing and will set forth their findings of fact; reasoning and conclusions on the issues submitted and shall be final and binding on the parties.
- C. The arbitrator's fee, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, will be borne equally by the Committee and the Association.
- D. Any meeting with reference to the grievance procedure shall not interfere with a bargaining unit member's scheduled duties or responsibilities. The parties may agree to conduct any arbitration hearing during school hours.

Section 4.9. Notwithstanding any contrary provisions in this Agreement, the following shall not be subject to the grievance arbitration provisions of this Agreement:

- A. The failure or refusal by the Committee to renew the contract of, or reappoint a probationary employee.
- B. The dismissal or suspension of a probationary employee. The parties recognize that a probationary bargaining unit member who has been teaching for more than ninety (90) days in the Dennis-Yarmouth Regional School System has a right to a hearing at their request before the Committee under Massachusetts General Laws, Chapter 71, Section 42.

Article V. Class Size

Section 5.1. The Committee and the Association recognize that class size is an important factor in good education and a policy matter within the exclusive discretion of the Committee. The Committee will, whenever possible, subject to safety considerations, space availability, economic factors, and other educational and policy considerations, insure the class size of the most effective

nature for both bargaining unit member and pupil. It will be the responsibility and obligation of the Committee to make the final decisions as to class size.

Section 5.2. The parties agree that the School Committee's decision as to class size and teacher-pupil ratio is final and binding and not subject to the grievance-arbitration provisions of this Agreement.

Article VI. Hours and Work Load

Section 6.1. The starting and dismissal time for students is the exclusive responsibility of the School Committee and shall be established by the School Committee.

Section 6.2. The establishment of the School Calendar is the exclusive responsibility of the School Committee and shall be established by the School Committee.

Section 6.3. Bargaining Unit Members' Work Year.

- A. Bargaining unit members' work year shall be no more than one hundred eighty-five (185) days, including the days before and the days after the regular student year. One full day prior to the start of the student year shall be for bargaining unit members to prepare for the school year. Every effort will be made to make this a full day if at all possible. Educators are encouraged to use the additional time (one-half day) for collaborative planning with colleagues to enhance the educational process for new students as they begin the school year. The one (1) additional day added as of September 1, 2009 shall be a professional development day. A one-half (1/2) conference day may be scheduled during the school year by mutual agreement of the Administration and the Association. This half-day (1/2) is in addition to the half-days (1/2) mentioned in section 7 of this article. The last day of school for students shall be a half-day.
- B. The work year for bargaining unit members covered by this Agreement (other than new personnel, who may be required to attend additional orientation sessions) will begin no earlier than the Tuesday preceding Labor Day and will end no later than June 30. The Friday before Labor Day will not be a workday.
- C. Services required of any bargaining unit members beyond the school year set out above and which are directly related to the regular school curriculum, shall be compensated at an hourly rate. Such hourly rate shall be set by this contract. This section shall not apply to Summer School, Community Education and Adult Education programs.
- D. Bargaining unit members shall schedule parent conferences at the request of the administration. Such conferences will be held at a mutually agreeable time. Additional conferences at the request of a parent or on the bargaining unit members own initiative shall be scheduled at a mutually agreeable time.
- E. In order to provide greater flexibility to both the district and academic coaches, the district may modify the work year of bargaining unit members who serve as academic coaches in order to take into account their differing schedules and

demands, subject to the following conditions: the number of workdays shall remain no more than one hundred eighty-five (185); where the district modifies the work year of an academic coach to include time off during normal school days and reschedules those days during summer or vacation periods, such modification shall be by mutual agreement of the academic coach and the district; and, the academic coach will receive at least one (1) month's notice of the change in work year.

- F. Bargaining unit members new to the district shall attend no more than two extra days before the start of school for orientation purposes.
- G. Nurses shall work 188 days per year. The additional three (3) days shall be mutually scheduled with their supervisor and paid at the individual per diem rate. The additional three days may be scheduled outside of the dates specified in section 6.3.B above.

Section 6.4. Bargaining Unit Members' Work Day.

- A. The bargaining unit member's work day will extend fifteen (15) minutes beyond the student's school day as set forth below. At least five (5) of those minutes will occur prior to the beginning of the student day. With advance notification, the administration may adjust the starting and ending times for professional staff on an annual basis, however, no modification or adjustment will increase the length of the work day for professional staff. The student's school day shall commence at the tardy bell and end at dismissal time and shall be as follows:

- (1) Elementary Schools - Six (6) hours and fifteen (15) minutes.

Effective September 1, 2024 all Elementary Schools will be six (6) hours and forty-two (42) minutes.

- (2) Intermediate/Middle Schools - Six (6) hours and forty-two (42) minutes.

- (3) High School - Six (6) hours and forty-two (42) minutes.

The work day for bargaining unit members shall not begin prior to 7:00 a.m. or end after 3:45 p.m.

- B. Bargaining unit members are expected to remain as long after the students' dismissal time as is necessary to carry out the professional responsibilities expected of them. Where determined by the bargaining unit members involved or referred by the principal, bargaining unit members will be available for extra help and assistance to students and performing IDEA team evaluations. In addition, the Administration may schedule faculty meetings for the purpose of discussing relevant educational matters. Such meetings shall normally not exceed one (1) hour in duration. There will be no more than twenty six (26) such meetings per school year except in extraordinary circumstances. There will be no faculty meetings scheduled during weeks with an evening meeting, open house and/or parent conferences. Bargaining unit members will have input as to whether faculty meetings are scheduled for the a.m. or p.m. Any staff members who miss a faculty, district or department meeting shall be responsible for familiarizing themselves

with any materials covered during the meeting(s) that they miss.

- C. Bargaining unit members will have a duty-free lunch period of at least thirty (30) minutes. Every effort will be made to schedule bargaining unit members' lunch periods during student lunch time. Where bargaining unit members' lunch periods cannot be scheduled during student lunch time, the assignment of bargaining unit members' lunch periods to other times will be made on a fair and equitable basis.
- D. Bargaining unit members shall have at least 250 minutes of preparation time weekly. It is understood and agreed that the preparation period must be at least thirty (30) minutes in duration in order to count toward the weekly 250 minutes provided. Bargaining unit members shall receive a preparation period in at least four out of five school days per week.

The purpose of the preparation period is to enable bargaining unit members to enhance the performance of their assigned duties and to use their professional skills. Work performed during preparation time must be directly related to the bargaining unit members' assigned responsibilities. Travel time shall not be used as preparation time.

- E. All bargaining unit members shall attend two evening meetings per school year, including the open house. Middle School bargaining unit members in grades 6-7 shall attend one (1) evening per meeting per school year and, in lieu of the second evening meeting, hold an evening parent-teacher conference in order to accommodate parent schedules.
- F. Beginning with the 2022-2023 school year, the student day in grades four (4) through seven (7) shall be increased to 6 hours and 42 minutes. The unit members' working in grades four (4) through seven (7) workday shall, as specified in Section 6.4.A, extend fifteen minutes beyond the student day. At least five (5) of those minutes shall occur prior to the beginning of the student day. Educators working in a school with a six hours and forty-two minute (6 hours and 42 minute) student day will receive a four thousand (\$4,000.00) dollar annual stipend.

The School Committee will schedule six (6) early release days per school year of one and one-half (1 ½) hours each so that bargaining unit members can work on professional development and/or professional collaboration.

- G. K – grade 7 special education bargaining unit members shall have forty-five (45) minutes per week over and above their usual preparation time for the purpose of conducting evaluations, report writing and progress monitoring notes. Every effort shall be made to provide Grade 8 through 12 special education bargaining unit members shall teach one (1) fewer class section each semester, provided the special education bargaining unit member continues to manage a caseload of students on IEPs. The caseload management shall take the place of one (1) class, so special education bargaining unit members shall teach four (4) classes, and caseload manage during the time allotted for the fifth (5th) class. Special education bargaining unit members assigned to substantially separate classrooms shall be exempt from duty assignments.

Section 6.5. Teaching Load

- A. High School: In order to accommodate the variety of schedules and structures, the parties acknowledge that the number of teaching minutes may vary based on the schedule. In a seven period drop two schedule, the number of teaching minutes will not exceed three hundred eighteen (318) minutes in any given day, with an average of no more than two hundred sixty-five (265) minutes daily over the course of the year. Bargaining unit members will teach no more than five courses per semester. Every effort will be made to ensure that bargaining unit members will teach only four (4) out of five (5) periods per day. In the event that the schedule requires that a Bargaining unit member be assigned to teach five (5) periods in only one day of the seven-day rotation, the administration will first seek volunteers. If no volunteers come forward, the administration will assign the most qualified bargaining unit member to teach five periods in one day, but only after a meeting with the affected bargaining unit member. Bargaining unit members teaching a five-period day will not be assigned Dolphin time on that day.

Bargaining unit members will not be required to supervise passing time during the lunch block in order to accommodate their 30-minute duty free lunch time.

If the parties to this Agreement agree to reinstate a 4 by 4 block schedule the parties acknowledge that the number of teaching minutes will not exceed two hundred ninety (290) minutes in any given day, with an average of no more than two hundred sixty-five (265) minutes daily over the course of the year.

- B. Middle School: In order to accommodate the variety of schedules and structures, the parties acknowledge that the number of teaching minutes will not exceed an average of two hundred fifty (250) minutes in any given day. Bargaining unit members will teach an average of no more than six (6) periods a day, whenever possible.
- C. Bargaining unit members may, at their request, and with the permission of the school principal, exchange any administrative duties for teaching duties on an equal time basis.
- D. A traditional teaching period does not include tutorial, exploratory, or enrichment programs which are defined and limited as follows:
1. Tutorial classes of nine (9) students or less of either an accelerated or remedial nature which the student takes in addition to their regularly scheduled subject. No bargaining unit member shall be required to teach a non-traditional tutorial class for more than two out of four marking periods per year.
 2. Exploratory or enrichment classes will consist of those areas not normally available to the student during the regular school day. Exploratory or enrichment classes differ from traditional classes in that little or no homework or outside class work will be assigned and students will not receive grades.
- E. Disagreements concerning classification of tutorial, exploratory or enrichment classes will be subject to the grievance procedure.

- F. Bargaining unit members who are requested to teach an additional class or additional classes over and above these maximum teaching loads during the workday will be compensated at the rate set by this contract. This section shall not apply to Summer School, Evening School or Community Education Programs. Bargaining unit members so requested shall not be required to teach these additional classes (over maximum teaching load) and they shall not be penalized by their failure or refusal to teach such additional periods.
- G. Acceptance of extra-curricular assignments shall be voluntary. These positions shall be posted and filled annually.
- H. Any regular classroom bargaining unit member who believes that their workload is unfair or inequitable relative to similarly situated bargaining unit members because of the inclusion of students with disabilities in the bargaining unit member's classroom may meet with the principal to discuss the matter. The president of the Association or their designee may accompany the bargaining unit member to the meeting at the bargaining unit member's request. The inclusion of students with disabilities in a bargaining unit member's classroom is not subject to the grievance or arbitration provisions of this Agreement.

Section 6.6. Exceptions to Section 6.5 may be made if the School Committee deems that valid circumstances related to the education of students indicate that changes are warranted. Except in the case of emergency, the Association will be notified prior to the change so that the parties may discuss the proposed change in an effort to reach a mutually agreeable result. Unless the parties mutually agree otherwise, any change will not increase a bargaining unit member's annual basic work load. The specific issue of a bargaining unit member's annual basic work load shall be subject to grievance and arbitration procedures.

Section 6.7. Release Days

- A. Elementary school level bargaining unit members will be granted two one-half (1/2) day release periods in each of those marking periods where scheduled conferences with parents are required by the administration. Additional released time may be scheduled by the Superintendent. Bargaining unit members will be required to schedule sufficient time for afternoon and evening meetings to accommodate the parents' choice as to conference hour.
- B. High school bargaining unit members will be granted one (1) half-day of release time following completion of mid-year exams for the purpose of correcting papers and calculating/recording grades, with that time incorporated into the student academic year.
- C. Beginning in FY 21 there will be at least six (6) early release days (one per trimester) of at least sixty (60) minutes to be connected to three (3) faculty meetings.

Section 6.8. The parties agree to form a subcommittee of equal representation from each party to review and/or create job descriptions.

Article VII. Non-Teaching Duties

Section 7.1. The Committee and the Association acknowledge that a bargaining unit member's primary responsibility is the education of students and to the extent possible and practicable, the bargaining unit member's energy should be utilized to this end.

Section 7.2. Accordingly, bargaining unit members will not be required to perform the following assignments:

- A. Bargaining unit members will not be required to drive pupils to and from activities, which take place away from the school building.
- B. Keeping registers and cumulative record cards and transcribing data on to students' permanent records.
- C. Administration of eye or ear examinations, weighing and measuring pupils.
- D. Lavatory supervision for a substantial period.

Section 7.3. Bargaining unit members will be designated to perform cafeteria, recess, and, at the high school and middle schools study hall supervision, duties which will be rotated on a fair and equitable basis. Bargaining unit members will be permitted to exchange such duties after notification to the building principal.

- A. Cafeteria and recess duties for grades K-5 will be done by aides except when an aide is absent and no substitute is reasonably available.

Section 7.4. Bargaining unit members may leave the building during duty-free lunch period time provided the practice is not abused and a responsible person in the office is notified prior to departure.

Section 7.5.

- A. Educators are required to maintain a "plan book" that serves to guide instruction. Educators are expected to complete lesson plans in advance of the lesson being taught. Educators are encouraged to use the district's online plan book tool and will be provided training to support the use of the tool. Educators are encouraged to plan at least three days in advance. Building and district administrators may review a member's "plan book" at any time.

Lessons should provide evidence that the educator is:

- Implementing grade level standards;
- Providing appropriate unit and lesson pacing;
- Measuring learning outcomes; and
- Ensuring access for all learners to grade level content.

As part of the educator evaluation process evaluators may meet with educators to review lesson plans and the planning process. These meetings will count as an observation (Meeting: Reflective Discussion) and the results will be entered into the electronic evaluation system within five days of the meeting. Such meetings

will not replace required classroom observations.

- B. Provided that obligations for planning time and duty-free lunch are met, certified professionals in grades 6-12 can be assigned other student supervisory duties that do not require planning, such as hall duty, cafeteria duty, internal suspension room duty, student support center, bus duty, and emergency team duty within the bargaining unit member work day.
- C. Bargaining unit members shall be required to respond to parent telephone calls, e-mails, or other messages within two (2) school days of receipt as long as a telephone is available. The district agrees to provide and identify a district phone(s) in a private area for making such calls.
- D. Bargaining unit members shall make every effort to keep parents updated if there is a significant drop in a student's grade, performance or behavior.
- E. Bargaining unit members shall designate one day per week on which they shall make themselves available after school for student assistance. Said day shall be designated by no later than the first student day of the school year for Grades 6-12.

Article VIII. Bargaining Unit Member Assignment

Section 8.1. Bargaining unit members, other than newly appointed bargaining unit members, will be notified by the principal or department head of the grades and/or subjects that they will teach, and any special or unusual classes that they will have for the coming school year, as soon as practicable and under normal circumstances not later than August 1.

Section 8.2. The Association shall encourage bargaining unit members to finalize retirement and/or resignation decisions and notify the Administration of such decisions by April 1.

Section 8.3. In order to assure that pupils are taught by bargaining unit members working within their areas of competence, bargaining unit members will not be assigned outside the scope of their teaching certificates and/or their major or minor fields of study, except as waived by the Massachusetts Department of Education and as agreed to by the bargaining unit members and committee.

Section 8.4. To the extent possible, changes in subject assignment will be voluntary.

Section 8.5. To the extent required by law, teaching assignments will be made without regard to any protected category under state or federal law.

Section 8.6. Teaching assignments shall not be subject to the grievance and arbitration provisions of this Agreement unless the action of the administration is arbitrary or capricious.

Article IX. Vacancies and Promotions

Section 9.1. The filling of vacancies within the Dennis-Yarmouth Regional School System is the responsibility of the Principal with the approval of the Superintendent.

Section 9.2. Whenever a vacancy occurs in either an established or newly-created position during

the school year (September to June), it will be posted by email as soon as the vacancy occurs. Vacancies resulting after August 1 may be filled without posting. The responsibility shall rest with the individual bargaining unit members to indicate an interest in any possible vacancy which may occur during the summer, and bargaining unit members desiring to be notified of vacancies occurring during the summer shall leave a self-addressed, stamped envelope at the Administration Office. Vacancies which occur in the Adult Education and Summer School programs will be posted via email.

Section 9.3. All such notices shall set forth the specifications and qualifications for the position and the date by which application shall be filed with the Superintendent. Notice of such vacancy shall remain posted for ten (10) days before applications are closed.

Section 9.4. An opening will not be publicized but will be posted and, the Association notified when, in the judgment of the principal, it may be filled by a person on leave of absence from the Dennis-Yarmouth Regional Public Schools.

Section 9.5. The filling of vacancies, including advancements or promotions, shall be based upon the principal's judgment as to what will best serve the interests of the students and the principal will give due consideration to certification, the professional background (attainment), knowledge, ability, skill, efficiency, and attendance.

Whenever the above factors are equal in the judgment of the principal, preference will be given to bargaining unit members already employed by the principal.

It is recognized that the final decision as to the filling of vacancies and promotions must rest with the principal and that the principal's decision will not be subject to the arbitration provisions of this Agreement.

Section 9.6. Nothing in this Agreement shall prevent the principal, subject to the approval of the superintendent or the Administration from making acting appointments in the best interests of the educational needs of the system until positions can be filled with permanent appointments.

Article X. Initial Employment

Section 10.1. At initial employment, a bargaining unit members shall be given credit, not to exceed twelve (12) years, for all valid prior teaching experience in public or private elementary or secondary schools, colleges, or universities except that the superintendent may at their option place a newly hired bargaining unit member who has more than five (5) years of valid, prior teaching experience on any step not lower than Step 5.

Section 10.2. In the event that a bargaining unit member has prior valid teaching experience but such prior experience includes years with less than a full year's experience, the Committee shall give credit for only one year of such experience if it is more than ninety (90) days in a single year.

Article XI. Substitutes

Section 11.1. In the event that the regular bargaining unit member is absent, the Committee agrees to make a reasonable effort to provide a qualified substitute teacher. An exception to this may be made in the event a group of bargaining unit members working together wish no

substitute providing the particular school principal is in agreement.

Substitute teachers shall be paid at the following rates:

After ten (10) consecutive school days for the same bargaining unit member, certified substitutes shall be placed on Step I of the Bachelors column in the salary schedule, and non-certified substitutes to be paid at a daily rate established by the School Committee. Substitute teachers will be entitled to one (1) day of sick leave for each consecutive fifteen (15) days worked after the aforementioned ten (10). It is understood and agreed that sick leave entitlement for a nonpermanent substitute teacher will be by individual assignment only and that cumulative days worked cannot be used or counted for sick leave entitlement in a subsequent assignment.

Section 11.2. Permanent substitutes are those appointed by the principal for a definite period of time, not less than one-half the school year to fill a vacancy

- A. created by a leave absence;
- B. created by a regular bargaining unit member's leaving after the school year has commenced;
- C. in a position which will not be authorized during the next school year.

The committee may choose to fill vacancies as described above by regular bargaining unit members placed on the appropriate step of the salary schedule.

Permanent substitutes will be placed on Step 1 of the salary guide starting from the first day of appointment and will be entitled to:

- A. receive a prorated share of the District's contribution to the Health and Accident plans outlined in Section 17.1.
- B. pro-rated non-accumulated sick leave based on the length of appointment.
- C. benefits contained in Section 13.1, prorated to the length of each individual assignment.
- D. the full benefit of bereavement leave as outlined in Section 13.3.

Section 11.3. Whenever possible, bargaining unit members will be responsible for doing the planning required for short-term substitutes. Such planning will consist of two days of emergency lesson plans to be kept at school and specific directions to the short term substitute as to the department head or administrator to contact regarding future planning.

Article XII. Sick Leave

Section 12.1. Every bargaining unit member covered by this Agreement shall be granted an annual leave of fifteen (15) days for absence caused by illness or injury. In the event that the employee does not work a full school year, the number of allowed annual leave days will be prorated, with prorating to be at a rate of 1.5 days per month from September through June.

Section 12.2.

- A. Unused sick leave not used in the year of service for which it is granted, shall accumulate from year to year without limitation for use by the bargaining unit members to cover the bargaining unit member's own incapacitation due to illness or injury, including doctors' appointments and diagnostic hospital visits which are impossible to schedule during non-working hours and serious illness in the bargaining unit member's immediate family as set forth in Section 13.2.
- B. There shall be a limitation of two hundred (200) days on the accumulation of sick leave for the purpose of payment on death, retirement or or reduction in force, as set out in Section 12.7 herein.

Section 12.3. Sick leave with pay is primarily intended to cover the employee's own incapacitation due to illness or injury. As used in this Article, incapacitation means the inability of an employee to perform the material duties of their employment. Sick leave with pay may be used for serious illness in the employee's immediate family as set forth in Section 13. 3.

Section 12.4. In those cases where excessive absenteeism because of claimed illness occurs, the Committee may require verification of illness by a physician. Such verification will be conducted at the Committee's expense by a physician mutually agreed to by the Committee and bargaining unit member involved. The bargaining unit members will not be charged with a sick leave day or a personal day of the claimed illness is verified by a physician. In addition, in cases of absence of more than ten consecutive school days, the Committee may request a statement from the bargaining unit member's physician certifying that the bargaining unit member was unable to perform their school responsibilities.

Section 12.5. A bargaining unit member who is otherwise able to work will not receive sick leave benefits for absence during maternity leave. The need to nurse the baby does not qualify as sick leave if the mother would otherwise be able to work.

Section 12.6. Sick Leave Bank.

- A. Effective September 1, 1976, a sick leave bank for use by eligible members of the bargaining unit who have exhausted their own sick leave and who have serious illness or injury causing disability was established.
- B. The initial grant of sick leave by the sick leave bank committee to an eligible employee shall not exceed thirty (30) days.
- C. Upon completion of the thirty (30) day period, the period of entitlement may be extended by the sick leave bank committee thirty (30) days at a time upon demonstration of need by the applicant.
- D. Any sick leave granted any individual under the provisions of this Section shall

expire at the end of the applicable school year.

- E. The sick leave bank shall be administered by a sick leave bank committee consisting of four members designated by the Committee and four members designated by the Association. No more than fifty percent of the members of the sick leave bank committee shall be newly appointed in a given year. A majority vote of the full sick leave bank committee is required to grant sick leave from the bank. The sick leave bank committee shall determine the eligibility for the use of the bank and the amount of leave to be granted. Decisions of the sick leave bank committee are final and binding and not subject to appeal or the grievance-arbitration procedure. The following criteria shall be used by the sick leave bank committee in administering the bank and in determining eligibility and amount of leave.
 - 1. Adequate medical evidence of serious illness as documented in a completed Certificate of Health Care Provider form;
 - 2. Prior utilization of all eligible sick leave; and
 - 3. Amount of sick leave previously granted from the sick leave bank.
- F. When unused sick leave bank days reach one-third (a) of the original contribution (made effective September 1, 1976) all bargaining unit members covered by this Agreement will be assessed an additional day which will be deducted from their fifteen (15) annual sick leave.
- G. All sick leave days borrowed from the sick leave bank by a bargaining unit members will be repaid and deducted from sick leave accumulation before payment to the unit member for any unused accumulated sick leave under Section VII of this Article. That is, if a bargaining unit member is eligible for payment of unused sick leave upon death, retirement or separation under Section 12.7 herein, any days borrowed from the sick leave bank must be repaid and thus deducted from payment.
- H. The maximum number of days bargaining unit members shall be granted by the sick leave bank committee in a given year is 185 days.

Section 12.7. Upon death, retirement or a reduction in force, a bargaining unit member who has served ten (10) years in the Dennis-Yarmouth Regional School District, the bargaining unit member (or, bargaining unit member's estate) shall receive pay for all unused accumulated sick leave at the rate specified in the Appendix of this contract per day (for such unused sick leave days) with the maximum limitations set forth in Sections 12.2(b), 12.2(c), and 12.6(g) above. In the event that a bargaining unit member provides the Superintendent's office with firm written notice by no later than October 30th of a school year of their intent to retire at the end of that same school year, and the bargaining unit member actually does retire at the end of the school year, the bargaining unit employee shall receive Two Hundred Fifty Dollars (\$250.00) in addition to any other sick leave buyback to which he/she may be entitled.

Section 12.8. The use of sick leave for purposes other than those set out in Section 12.3 above shall be unauthorized and shall constitute a breach of contract and the School Committee shall be entitled to initiate dismissal proceedings or take any other appropriate action.

Section 12.9. During any part of a calendar day while on sick leave, bargaining unit members may not be gainfully employed. Any such employment while on sick leave will constitute grounds for dismissal proceedings.

Section 12.10. Bargaining unit members with professional teacher status who are terminated on account of a reduction in force caused by a decline in student enrollment will receive pay for all unused sick leave days in accordance with the provision of Section 12.7 above.

Article XIII. Leave of Absence with Pay

Section 13.1. A full-time member of the bargaining unit covered by this Agreement will be allowed up to a total of five (5) days leave of absence without loss of pay in any one (1) school year for the following reasons:

- A. Religious Holidays. Observance of religious holidays not regularly included in the school district holiday schedule. Advance notification to the principal of the building in which the bargaining unit members employed are a prerequisite to the granting of leave for religious observance.
- B. Professional Days. With the approval of the Superintendent of Schools (or their designee) professional days for the purpose of visiting other schools or attending meetings or conferences of an educational nature or serving on an accreditation team may be granted to members of the bargaining unit. Days taken at the request of the Superintendent shall not be deducted from bargaining unit member's five (5) days listed in Article 13.1. Requests for such leave must be made in writing to the Superintendent at least one week in advance and no more than three (3) bargaining unit members at any one time will be granted such a professional day.
- C. Up to three (3) days of personal leave per school year for the purpose of transacting important personal matters which are impossible to transact during non-school hours, or outside the bargaining unit member's work day. The following items of explanation apply:
 - 1. Personal days shall not be used for recreation or personal business associated with another position, business or other financially rewarding enterprise of the bargaining unit member or close relative as listed under critical illness.
 - 2. Requests for such leave must be made in writing to the administration as soon as possible, and, except in the case of emergency, not less than forty-eight hours in advance in order to assure adequate coverage.
 - 3. Except in emergency situations, personal leave shall not be granted the scheduled work day before or after a holiday, vacation period, or other leave of absence.
 - 4. The Administration may require the bargaining unit member to complete a form certifying that the personal day has been taken and that such personal day complied in all respects with this Article.

5. “Important personal matter” is meant to cover those needs for which pay is not provided in this Agreement and not covered elsewhere in this Agreement.
6. Bargaining unit members who do not use any or all of their personal days in a fiscal year shall be eligible to buy back each personal day at the rate of thirty dollars (\$30.00) for each unused personal day or have them converted to sick leave.

Section 13.2. Related business days are those days that a bargaining unit member is required to make a court appearance in connection with school or attend to other school-related business assigned by the district. Related business days will not be deducted from a member’s five (5) days as set forth in Section 13.1.

Section 13.3. “Serious illness” in the immediate family. The immediate family shall be considered to include husband, wife, child, parent, brother, sister, grandparent, grandchild, and any other member of the bargaining unit member’s immediate household with whom the bargaining unit member has a significant long-term relationship and who resided with the bargaining unit member before becoming seriously ill. Such leave shall not exceed twenty (20) days per contract year and shall be taken or deducted from a bargaining unit member’s accumulated sick leave provided for in Section 12.2 of this Agreement. The use of serious illness in the immediate family sick days shall apply to non-birth and adoptive parents. Bargaining unit members may use such leave when their attendance is required to care for a member of the immediate family who is seriously ill and when no person other than the bargaining unit member is available for such purpose. Upon returning to school, the bargaining unit member shall submit in writing to the principal the reason such attendance was required. The Superintendent may require medical certification.

Serious illness, while not necessarily critical, is of urgent nature and not the casual or trivial type. Serious illness days will only be deducted from sick leave days.

Section 13.4. The Superintendent shall allow up to eight (8) school days following the death of the professional employee’s spouse, significant partner, child, mother, father, sibling, grandmother, grandfather, aunt, uncle, niece, nephew, grandchild, daughter-in-law, son-in-law, mother-in-law, father-in-law, sister-in-law, brother-in-law, grand-parents-in-law, or other members of the immediate household. At the discretion of the Superintendent, any part of the eight (8) days that are not used consecutively following the death of said person may be used for funeral and/or memorial service matters.

Section 13.5. Additionally, one day may be taken at the discretion of the employee for the death of a friend, with this day being taken from the professional employee’s accumulated sick days. Additional days with pay may be granted at the sole discretion of the Superintendent. Any additional days granted at the discretion of the Superintendent will be treated as bereavement days (not sick days). This section will not be subject to the grievance and arbitration procedure.

Section 13.6. A bargaining unit member required to serve on Jury Duty and thus absent from regular work duty shall, upon application, be paid the difference between regular compensation from the district and compensation received for Jury Duty upon presentation of certification of compensation paid by the court. Travel allowance is not included in the compensation paid by the court.

Article XIV. Leave of Absence Without Pay

Section 14.1. A leave of absence without pay or increment of up to one year may be granted to bargaining unit members with professional teacher status for the purpose of caring for a sick member of the bargaining unit member's immediate family or household.

Section 14.2. A leave of absence without pay or increment up to one (1) year may be granted to bargaining unit members with professional teacher status whose personal illness extends beyond the period compensated by sick leave.

Section 14.3. Military leave will be granted in accordance with applicable federal and state law.

Section 14.4. Other leaves of absence without pay or increment may be granted by the superintendent to members of the bargaining unit at the exclusive discretion of the superintendent whose decision shall be final and binding.

Section 14.5. A leave of absence without pay will be granted for the observance of those religious holidays not regularly included in the school system holiday schedule or calendar and for which Section 13.1(b) cannot be utilized.

Section 14.6. It is recognized that no specific position can be held open during any leave but in all instances reasonable efforts will be made to assign the bargaining unit member to the same position which the bargaining unit member held at the time the leave commenced. If the position is not available then reasonable efforts will be made to assign the bargaining unit member to a substantially equivalent position.

Section 14.7. A leave of absence without pay or increment for the purpose of exploring alternative career employment may be granted by the Committee to bargaining unit members with professional teacher status who request it in writing prior to January 1 of the year preceding the year in which they wish to take such leave.

Article XV. Parental Leave and Child-rearing Leave

Section 15.1. A bargaining unit member who becomes pregnant will notify the Superintendent in writing as soon as possible but in no event less than four (4) weeks before the commencement of such leave, stating the anticipated dates of departure and return.

Such notification shall provide the Administration with as much opportunity as possible to secure a replacement bargaining unit member and ensure continuity of assignments.

Section 15.2. The pregnant bargaining unit member may continue in her assigned position as long as her physical condition and ability to perform her assigned duties allow. The Committee may require such medical evidence of the bargaining unit member's ability to continue employment as it may require when questioning the health of a bargaining unit member in a non-maternity related situation.

Section 15.3. Pregnancy-related disabilities shall be treated like other temporary disabilities such as auto accidents, illnesses, or heart attacks. Bargaining unit members on maternity leave will shift from sick leave to leave without pay at that time during the leave when the bargaining unit member would otherwise be physically able to return. (See Sick Leave Section.) (For adoptive

female parents, the use of paid maternity leave will be permitted with a doctor's authorization, just as in other cases of paid maternity leave.)

Section 15.4. The bargaining unit member may choose to return:

- A. As soon as possible, if less than eight (8) weeks;
- B. After eight calendar weeks, and in the event the birth takes place during a vacation period, the eight-week period will commence on the day of birth;
- C. At the start of the next school year after the completion of the eight-week period;
- D. If the leave commences after February 1, it will terminate with the return of the staff member for the opening of school the following September or the next September after that.

The choice of options is to be made at the commencement of the leave.

Section 15.5. If the leave is 12 weeks or less, the bargaining unit member will return to the position held at the commencement of the leave. If the leave is greater than 12 weeks, the bargaining unit member may be assigned to a similar grade level or position which s/he held at the time the leave commenced.

Section 15.6. When applicable, increment credit on the salary guide will be given to bargaining unit members who actually work more than ninety (90) days including the time for which sick leave benefits are paid.

Section 15.7. Bargaining unit members may request an unpaid leave of absence for up to twelve months for the purpose of child-rearing. The decision of the Superintendent will be final and not subject to the grievance/arbitration provisions of this Agreement.

Article XVI. Payroll Deduction

Section 16.1. The Committee agrees to deduct from the salaries of its bargaining unit members dues for the Dennis-Yarmouth Educators Association, Massachusetts Teachers' Association, and the National Education Association. Written requests on appropriate forms must be filed with the Committee by the third Monday of October.

Section 16.2. The Association will certify to the Committee in writing the current rate of membership dues. The Association shall give the Committee thirty (30) days written notice prior to the effective date of change of membership dues.

Section 16.3. Deduction shall be made in installments on specified payroll periods. The Committee will not be required to honor for any month's deduction any change in authorizations that are delivered to it later than three weeks prior to the pay day when the deductions are to be made.

Section 16.4. The Committee shall send all dues thus collected and accumulated to the Association Treasurer.

Section 16.5. In order to provide for a non-forfeitable tax-sheltered annuity, payable upon retirement or termination of employment, a bargaining unit member may contract with the Committee pursuant to Section 37B of Chapter 71 of the General Laws of Massachusetts for purchase of such annuity as part of their employment compensation. Such contract shall specify the premium to be paid toward the annuity and the benefits payable there under.

Section 16.6. The Committee agrees to deduct from the salaries of bargaining unit members who have on file with the Committee an authorization card, an amount specified for the purchasing of shares or repaying a loan from one credit union designated by the Association.

Section 16.7. The Association shall indemnify and save or hold the Committee harmless against all claims, demands, suits or other form of liability, which may arise by reason of any action taken pursuant to this Article.

Section 16.8. V.O.T.E. Within sixty (60) days of the execution of this Agreement, the District will vote to accept the provisions of Massachusetts General Laws chapter 180, section 171. Bargaining unit members may authorize the District to deduct from their salary a contribution to Voice of Teachers for Education of an amount, which the employee shall specify in writing. The District will certify on the payroll the amount to be deducted by the District Treasurer. Such amounts shall be transmitted to the Massachusetts Teachers Association within thirty days.

Section 16.9. Effective September 1, 2015, all bargaining unit members shall be required to use direct deposit to receive their paycheck with written confirmation via email receipt.

Article XVII. Insurance

Section 17.1. The District's contribution to the Health and Accident plans shall be sixty (60) percent of the total cost.

Section 17.2. Upon retirement from the Dennis-Yarmouth Regional School District, a bargaining unit member may, at their option, be included in the Health and Accident plan of the District. The District will contribute sixty (60) percent of the total cost.

Section 17.3. A comprehensive dental plan will be added to the Health and Accident plan at sixty (60) per cent District contribution.

Section 17.4. Health and accident insurance shall be available to cover dependent students of employees through age 23.

Section 17.5. Term life insurance shall be available to bargaining unit members up to \$5,000.00 with the district's contribution at sixty (60) percent of the total cost.

Section 17.6. The district shall maintain a contributory benefit plan pursuant to Section 125 of the Internal Revenue Code, in the form adopted by the Committee on 17 September 1991, providing for pre-tax payment of bargaining unit member contributions for group insurance coverage.

Section 17.7.

- A. The Association agrees that effective September 1, 2011, the following plans will replace the current health insurance offerings:

1. Network Blue EPO
 2. Blue Care Elect Preferred PPO
 3. HPHC EPO
 4. HPHC PPO
- B. Health Reimbursement Accounts (HRA) will be established for each bargaining unit member taking health insurance through the District, with members taking the individual plan receiving \$400.00/year, with members taking a single parent/single child \$800/year, and members taking the family plan receiving \$1,000.00/year. The District shall fund the full amount of HRA's for bargaining unit members who take health insurance through the District. A reimbursement schedule is attached hereto as a reference.
1. Copayments for office visits, emergency room visits, in-patient and same-day surgery, high-tech imaging and prescription drugs are reimbursed at 50%. Plan year deductibles may also have partial reimbursement.
 2. Physical therapy, chiropractic care and any other office visits deemed necessary by the member's primary care physician or specialist shall be reimbursable each year under the HRA.
- C. In year one of this agreement, the Committee agrees to establish and fund an emergency fund in the amount of five thousand dollars (\$5,000.00) for members who are deemed to have extraordinary medical expenses. In year two of this agreement, the district shall fund the emergency fund in the amount of ten thousand dollars (\$10,000.00). For the life of this contract (2018-2019), the District shall fund an annual emergency fund in the amount of fifteen thousand (\$15,000.00) for members who are deemed to have extraordinary medical expenses. Distribution of the funds shall be determined by a joint committee comprised of an equal number of Committee and association representatives. Employees who wish to apply for funds from the emergency fund may apply on an as-needed basis and must supply documentation to support their application to the satisfaction of the joint committee. Bargaining unit members shall not be eligible for more than two thousand five hundred dollars (\$2,500.00) per year from the emergency fund.
- D. Effective the first day of the 2019-2020 school year but in no event later than August 31, 2019, the District will implement flexible spending accounts on the terms previously offered and agreed to by the Association. Said terms shall include a pre-tax maximum contribution by bargaining unit members of two thousand dollars (\$2,000) per fiscal year. The District shall pay all administrative fees associated with the flexible spending accounts. In the event that bargaining unit members do not spend the entire amount that they have designated for a particular contract plan year, they shall have a two and one half (2 ½) month grace period following the conclusion of the contract plan year to spend any remaining funds. Following the conclusion of the grace period, any unspent funds from the previous plan year shall be forfeited.
- E. The Committee agrees to offer AFLAC insurance on the terms set forth in the available literature.

Article XVIII. Sabbatical Leave

Section 18.1. Upon recommendation of the Superintendent of Schools and at the discretion of the School Committee, sabbatical leave for approved study, considered to be in the interests of the school system if applied for, may be granted to the members of the bargaining unit by the School Committee after said members of the bargaining unit have served at least five (5) years in the Dennis-Yarmouth Regional School District.

Section 18.2. The granting of sabbatical leave shall be dependent on the bargaining unit member signing a contract to serve the Dennis-Yarmouth Regional School District for a period equal to twice the length of such leave and that, in default of completing such service, he/she will refund to the Dennis-Yarmouth Regional School District an amount equal to such proportion of the salary received by him while on leave as to the amount of service not actually rendered as agreed bears to the whole amount of service agreed to be rendered. Default payment shall be made within 30 days of the bargaining unit member resigning.

Section 18.3. Sabbatical leave may be granted for a maximum of one (1) year. It may be granted for less.

Section 18.4. During the period of sabbatical leave, a bargaining unit member with at least five (5) consecutive years of service will receive at least eighty (80) percent of their basic salary. During the sabbatical leave, retirement contributions and insurance contributions, based upon the salary received, will continue.

Section 18.5. Requests for sabbatical leave will be presented to the Committee, in writing, by December 15 of the previous school year. The Committee's approval or disapproval will be by January 15. Requests will state the purpose of the leave and outline a plan of action. A bargaining unit member will not be granted a second sabbatical leave until five (5) years after the date of return from the first leave.

Section 18.6. Requests for sabbatical leave will not be unreasonably denied.

Section 18.7. All decisions made pursuant to this Article shall be within the exclusive discretion of the Committee and shall be final and binding and not subject to the grievance-arbitration provisions.

Article XIX. Safety, Health and Injury

Section 19.1. The Committee shall conform to all of the Massachusetts Safety Laws.

Section 19.2. Any bargaining unit member who is assaulted while exercising their responsibilities as an employee of the School District shall receive due legal assistance to protect him adequately from suit. (Ref.: Chapter 513, Acts of 1964.)

Section 19.3. Whenever a bargaining unit member is absent from school as a result of personal injury caused by an assault occurring in the course of their employment, s/he will be reimbursed for any loss of salary not compensated for by Workmen's Compensation for the period of such absence and will not lose sick leave.

Section 19.4. The Committee will reimburse bargaining unit members for clothing and other

personal property damaged or destroyed as a result of assault.

Section 19.5. Workmen's Compensation insurance will be provided to cover the cost of medical, surgical, dental, or hospital services incurred as the result of injury sustained from assault, or in an accident occurring in the course of the bargaining unit member's employment.

Section 19.6. All classrooms and other enclosed places where bargaining unit members and pupils assemble shall be maintained at legally-prescribed room temperature.

Section 19.7. The parties will establish a joint health and safety Committee to study the issue of installing communication and safety devices in school buildings and to make recommendations to the Committee.

Article XX. Bargaining Unit Member Transfers

Section 20.1. Bargaining unit members desiring to transfer from one school building to another shall file a written request for a transfer to the Superintendent or their designee by April 1. It is understood and agreed that if an opening does not exist on or before April 1, and if in fact the bargaining unit member indicates a desire to transfer by filing a request to transfer, the Superintendent will keep all such requests in an active file in anticipation of future openings and all such requests will be duly considered.

Section 20.2. Subject to Section 20.1, the Superintendent reserves the right to reassign or transfer a bargaining unit member, voluntarily or involuntarily, temporarily, or permanently, from one school building to another in the best interest of the school system as they may determine. When a reduction in the number of bargaining unit members in a school building is necessary, consideration shall be given to qualified volunteers before transfers are made. Except in situations of emergency, any involuntary reassignment or transfer shall be made only after a meeting between the bargaining unit member involved and the Superintendent at which meeting relating or pertaining to the reassignment, or transfer, the Association will, at the bargaining unit member's request, send a representative with the bargaining unit member to meet with the Superintendent to discuss the reassignment or transfer.

Section 20.3. Teaching transfers shall not be subject to the arbitration provisions of this Agreement unless the action of the Superintendent or administration is arbitrary or capricious.

Article XXI. Savings Clause

Section 21.1. Should any of the terms and conditions of this Agreement be found to be in violation of any federal or state law, by a court of competent jurisdiction, such other provisions of this Agreement as may not be affected thereby shall remain in full force and effect for the duration of this Agreement.

Section 21.2. The School Committee's or Association's intentional or unintentional failure to enforce any provision of this Agreement will not be considered a waiver of any provision of this Agreement and will not become a practice binding on the Committee or the Association.

Article XXII. Resolution of Differences by Peaceful Means

Section 22.1. The Association and the Committee agree that differences between the parties shall be settled by peaceful means as provided within this agreement. The Association, in consideration of the value of this agreement and its terms and conditions and the legislation which engendered it, will not engage in, instigate, or condone any strike, work stoppage, or any concerted refusal to perform normal work duties on the part of any employee covered by this agreement.

Section 22.2. Employees who participate in any such activity may be disciplined or discharged as the superintendent, in their judgment deems proper, provided however, that an issue of fact as to whether an individual has engaged in such activities may be the subject of the grievance and arbitration procedure.

Section 22.3. The Committee agrees that, during the term of this Agreement, it will not lock out any employees covered by this Agreement, nor engage in any other interference with work.

Article XXIII. Positions in Summer School and Evening School

Section 23.1. Vacancies for summer school and fall evening school shall be posted electronically (see Article IX).

Section 23.2. Positions in the summer school and evening school will be filled by those deemed to be best qualified.

Section 23.3. If, in the judgment of the Committee, qualifications are equal, preference for positions in the summer and evening schools and positions under federal programs will be filled by regularly appointed and qualified bargaining unit members in the Dennis-Yarmouth Regional School District. The decision of the Superintendent with respect to filling positions in the summer and evening school and under federal programs shall be final and binding.

Article XXIV. Bargaining Unit Member Evaluation

Section 24.1. All evaluations shall be carried out in a constructive and professional manner. Personnel evaluation is the ongoing process of defining goals and of identifying, gathering and using information as part of a process of professional growth. Evaluation policy should focus on practical professional growth and the purposes of evaluation are to provide information for improving performance and to provide a record of facts and assessments for personnel decisions. The process ends in an evaluation report written by the evaluator. Central to the process is the dialogue which comes from the bargaining unit member and evaluator working together to improve instruction.

Section 24.2. Identification of Evaluators and Supervisors

- A. The evaluators for all bargaining unit members shall be the principal or designee. The principal may designate an assistant principal to evaluate bargaining unit members in place of, or in addition to, the principal. Persons working in more than one building will be evaluated by their “home-based” principal or designee.

“Home-based” refers to the building where the bargaining unit member spends the majority of their time. The superintendent, assistant superintendent, and Directors (currently STEM, Humanities, and Special Education) may take part directly or indirectly in the evaluation of any bargaining unit member.

- B. In this article “evaluator” means an administrator who conducts or takes part in the evaluation of a bargaining unit member.
- C. Supervisors shall not be a part of the final summative evaluation. Supervisors include coordinators and department heads. Supervisors may visit and provide supportive observation of bargaining unit members.
- D. The superintendent shall see that each evaluator receives training in the general principles of supervision and evaluation and has available to him/her expertise in the subject or area to be evaluated. All evaluations of bargaining unit members shall be according to the terms of this article.

Section 24.3. Who is Evaluated?

All bargaining unit members shall be evaluated in accordance with the process specified in the Educator Evaluation Handbook, which is printed separately from this agreement but incorporated herein by reference.

Section 24.4. The Evaluation Process

- A. State regulations on evaluation will be followed in this article. Bargaining unit members’ performance will be measured by whether bargaining unit members meet the Standards and Indicators of Effective Teaching Practice Rubric adopted by the Massachusetts Board of Education, which are incorporated herein.
- B. This evaluation process is a goal-oriented activity whereby the bargaining unit member and the evaluator jointly define goals for the bargaining unit member over the year and work together to achieve the goals. This process may include peer coaching if the bargaining unit member and evaluator agree. Goals may be modified if mutually agreed upon by both parties. The Evaluator retains final authority over the content of the Educator’s Plan.
 - 1. 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 the actions the Educator must take to attain the goals established in the Plan and benchmarks to assess progress.
 - 2. If a bargaining unit member and an evaluator cannot arrive at mutually agreed upon goals, a third party acceptable to both will be used to resolve the issue. The third party may be a peer coach if that is acceptable to the bargaining unit member and the evaluator.
 - 3. If a mutually acceptable third party cannot be found at the building level, then either the director of instruction or the director of student services may set the goals for the bargaining unit member and evaluator.

- C. Options for evaluation will follow five pathways: Developing Educator Plan, One Year Self-Directed Growth Plan, Two Year Self Directed Growth Plan, Directed Growth Plan, Improvement Plan. Guidelines for the Evaluation process will be reviewed, and disseminated annually by a joint committee of the Association and the Administration.
- D. All written classroom and summative evaluations must be based on first-hand data collected by the administrator/evaluator related to goals and/or professional Standards and Indicators of Effective Teaching Practice or on evidence that is related to the goals and standards provided by the Educator.
- E. Evaluations concerning teaching should be separate from evaluations concerning co-curricular and/or coaching activities.
- F. All summative evaluations should be summarized as Exemplary, Proficient, Needs Improvement or Unsatisfactory.
- G. Evaluators shall observe the work performance of a bargaining unit member openly and with the knowledge of the bargain unit member.
 - 1. Evaluators should provide feedback (oral and written) concerning observed activities in a timely fashion. A bargaining unit member may provide additional information on their performance. Evaluations should be clearly expressed, and each participant should have the opportunity to sign off for their comments.
 - 2. A bargaining unit member may submit a written comment in reference to any material in their personnel file, and their comment shall be reviewed by the superintendent of schools and shall be attached to the file copy concerned.
 - 3. The evaluation report must provide specific recommendations for improving performance identified as Needs Improvement or Unsatisfactory. The evaluator must provide:
 - a) specific recommendations for improvement;
 - b) assistance to implement such recommendations; and
 - c) a time schedule to monitor progress.
 - 4. In conducting evaluations, the Administration shall not discriminate against any bargaining unit member on any grounds prohibited by state and federal law.
 - 5. No public address radio system or other device permitting monitoring or observation of work performance shall be employed in the formal evaluation of a bargaining unit member's classroom performance, except with prior consent of the bargaining unit member.
 - 6. The parties affirm their desire that all employees of the District – administrators, bargaining unit members, and others included – treat each

other with dignity and mutual respect.

7. The bargaining unit member will acknowledge that he/she has had the opportunity to review the evaluation report by signing the copy to be filed. The bargaining unit member may also submit a written response to the Evaluation report. Their response shall be reviewed by the superintendent and attached to the file.

Section 24.5. Timetable for Evaluations

Evaluation Timetable	Date
Review of Evaluation Process	September 15
Self-Assessment/Goal selection deadline	October 1
Educator Plan Deadline	November 1
Evaluator completes first observation of each Educator	December 15
Educator Evidence due (one-year plans)	January 15
Mid-cycle Formative Assessment Reports for one-year plan	February 15
Formative Assessment Meetings (if requested by either party)	February 15
Educator evidence due (one-year and two-year plans)	April 15
Summative Evaluation report and meetings for Educators with Needs Improvement or Unsatisfactory ratings and all one-year plans	June 1
Formative Evaluation report and meetings for Educators with Proficient or Exemplary ratings on two-year plans	June 10
Summative Evaluation report and meetings for Educators with Proficient or Exemplary ratings on two-year plans	June 10
Evaluator and Educator sign Summative Evaluation Reports	June 15

Section 24.6. Miscellaneous

- A. The reporting forms will be mutually agreed upon by the Association and Administration.
- B. The provisions of this article, including the evaluation judgment of the evaluator and/or the substance of any evaluation, shall not be subject to the arbitration procedures of this Agreement, except that a dispute or complaint as to whether the mechanical steps of the evaluation procedure have been followed will be subject to grievance procedures up to and including arbitration.

Article XXV. Use of School Facilities

Section 25.1. Subject to the consent of the principal of the building in question, the Association will have Committee approval to use school buildings without cost at reasonable times for meetings of its members. Sufficient notice in advance of the time and place of such meetings shall be given to the principal in writing.

Section 25.2. One (1) bulletin board in each building will be provided for the purpose of

displaying Association notices, circulars, and other Association material in professional employees' lounges. Copies of all such material will be furnished to the building principal in advance. Advance approval is required for all non-Association material submitted by the Association, and no material, which is critical of the School Committee, or any member thereof or any member of the administration will be posted.

Article XXVI. Bargaining Unit Member Discipline - Professional Teacher Status

Section 26.1. The Association recognizes the authority and responsibility of the principal for disciplining or reprimanding a bargaining unit member for delinquency of professional performance or infraction of outstanding rules and regulations. If a bargaining unit member is to be disciplined by a member of the Administration, s/he will be entitled to have an Association representative to promptly participate in any administrative proceeding. The parties recognize that in many instances the nature of the offense or infraction may create an emergency so as to require immediate action on the part of such member of the administration. In such case, the Association representative shall be permitted release time to attend any meetings between the administration and the employee(s) involved.

Section 26.2. Any reasonable complaint, deemed valid by the Administration, regarding a bargaining unit member covered by this Agreement, made to any member of the Administration by any parent, student or other person will be called promptly to the attention of the employee and the complainant identified. As a matter of protocol, any complainant should be asked if the complainant's concerns have been communicated to the bargaining unit member involved and, if not, it should be recommended that the complainant do so as a first step toward resolution. The Administration should try to resolve complaints at the lowest practical administrative level.

Section 26.3. Material in reference to a bargaining unit member's conduct, service, character or personality shall not be made an official entry in a personnel file until the unit member has had an opportunity to review the material. The bargaining unit member shall acknowledge that s/he has reviewed such material by affixing their signature to the copy to be filed; such signature in no way indicating their agreement or disagreement with the contents thereof.

Section 26.4. Bargaining unit members shall have the right, upon request, to review the contents of their personnel file. A bargaining unit member may have a representative of the Association accompany him during such review and may obtain a copy of anything in the file.

Section 26.5 A bargaining unit member shall have the right to submit a written comment in reference to any material in their personnel file, and their comment shall be reviewed by the Superintendent of Schools and shall be attached to the file copy concerned.

Section 26.6 Grievance files are to be separate from official personnel files. The District shall maintain the confidentiality of these files in accordance with state and federal law. Only one official personnel file may be kept within the School District. This file is to be kept at the School District's administration offices.

Section 26.7. No bargaining unit member shall be disciplined, reprimanded or reduced in compensation without just cause. This section does not apply to the non-renewal of a bargaining unit member without professional status.

Section 26.8. The dismissal of or the failure to reappoint a probationary bargaining unit member is not subject to the arbitration provisions of this Agreement however, the following procedures shall apply in cases involving the dismissal or failure to reappoint a probationary bargaining unit member.

- A. In those cases where the Superintendent does not reappoint the bargaining unit member, the bargaining unit member involved may utilize the grievance procedure up to and including the Superintendent level (Level Three).
- B. Upon the request of the bargaining unit member involved, the bargaining unit member will be given a statement of reasons for the dismissal or failure to reappoint.
- C. The bargaining unit member involved will be given a hearing before the School Committee. Upon request of the bargaining unit member involved, such hearing may be public.

Article XXVII. Professional Consultation

Section 27.1. In recognition of the professional standing of bargaining unit members and the fact that the bargaining unit members' ideas and opinions systematically and periodically collated and expressed are of significant value in improving the quality of education in, as well as the efficient and economical operation of, the Dennis-Yarmouth Regional School District, the Committee agrees that not more frequently than once every three (3) months for a duration of no longer than two (2) hours, it or its designated representative, including administrators whose presence is deemed advisable by the Committee, will, upon request of the Association, meet at a reasonable time and place with the Association to consult about any matters of concern or interest to the Association. The frequency and/or length of such meetings may be extended by mutual agreement.

Section 27.2. The Association agrees that prior to one (1) week before the date scheduled for said consultation, the Association will submit a written agenda of subjects about which it desires to consult at the meeting to the Superintendent of Schools, and that the consultation will be confined to subjects on that agenda.

Section 27.3. It is further agreed that the provisions of this Article will in no way be construed as broadening the scope of other provisions of this Agreement or broadening the application of this Agreement as a whole; nor will these provisions make any matter subject of a grievance or arbitration that would not be a grievance or arbitration matter in the absence of these provisions; nor make any matter a mandatory subject of discussion at any time other than at the consultations described in this Article that would not be a mandatory subject of discussion in the absence of the provisions of this section.

Article XXVIII. Non-discrimination

Section 28.1. As sole collective bargaining agent, the Association will, as required by law, continue its policy of accepting into voluntary membership all eligible persons in the Dennis-

Yarmouth Regional School System without regard to race, creed, color, national origin, sex, sexual orientation (as defined in Massachusetts General Laws chapter 151 B, section 4), or marital status. The Association will represent equally all persons without regard to membership or participation in the Association.

Section 28.2. As required by law, the Committee shall continue its policy of not discriminating against any person on the basis of race, creed, color, national origin, sex, sexual orientation (as defined in Massachusetts General Laws chapter 151 B, section 4), or marital status, or the membership or participation in the Association.

Article XXIX. Curriculum Development

The Administration and the staff shall periodically review the curriculum of the Dennis-Yarmouth Regional School District. The responsibility for decisions in this area is recognized as a policy decision within the sole discretion of the School Committee. Curriculum development may occur either as part of bargaining unit members' common planning time or outside the school day. Those bargaining unit members who participate in curriculum development outside of the school day shall be paid for their curriculum writing at the rate specified in Appendix E. Common planning time is in addition to an individual's planning time.

Article XXX. Association Business Leave

Bargaining unit member representatives of the Dennis-Yarmouth Educators Association not to exceed eight (8) in number will be allowed eight (8) days in the aggregate to attend the annual convention of the Massachusetts Teachers' Association (MTA) without loss of salary.

Bargaining unit member representatives of the Dennis-Yarmouth Educators Association will be allowed five (5) days in the aggregate (to be approved by Association's President) without loss of salary to attend official Massachusetts Teachers' Association (MTA) business other than the annual Massachusetts Teachers' Association annual convention.

No one person will be entitled to more than four (4) days leave with pay under this Article.

Article XXXI. Notices and Announcements

Section 31.1. All official bulletins shall be posted on school bulletin boards for the inspection of the bargaining unit members.

Section 31.2. A "Directory of Teaching Personnel" in the Dennis-Yarmouth Regional School District shall be made available to all personnel by December 1 of each school year.

Section 31.3. A systematic method of circulating information shall be devised in each building. This is to be set up so that the classroom interruptions for notices or for public address announcements shall be held to an absolute minimum.

Section 31.4. Minutes of previous School Committee meetings and notices of School Committee

meetings will be available on-line.

Section 31.5. Agendas of School Committee meetings, including special meetings, shall be posted on the school bulletin boards at the same time it is made available to Committee members. During the summer months, when school is not in session, such information shall be emailed to the President of the Dennis-Yarmouth Educators Association.

Article XXXII. Course Reimbursement

Subject to the following provisions, the Committee will pay the cost of tuition for courses conducted by accredited colleges, universities, or professional training schools which are determined by the Committee, in its exclusive judgment, to be in the best interest of the educational needs of the school district.

- A. Where possible, electronic requests shall be submitted to the Superintendent or designee, at least thirty (30) days prior to the commencement of the course.
- B. Authorization for tuition payment must be granted by the Superintendent, or designee electronically prior to the staff member's attendance.
- C. A maximum of four (4) courses per year will be subject to reimbursement, up to a total limit of \$900.00 annually during the 2023-2024 school year, \$1000.00 annually during the 2024-2025 school year, and \$1,100.00 annually during the 2025-2026 school year, except that the unused balance is not to exceed \$3000.00 over a three-year period. (At the end of that three-year period, the balance reverts to zero, and the process starts over again.)
- D. This provision shall not apply to those on sabbatical leave.
- E. Course reimbursement funds may be used for workshops to earn PDPs or CEUs to support an educator's ability to recertify. The following guidelines must be followed for this type of reimbursement:
 - a. The PDPs should be directly related to the licensure renewal categories
 - b. The workshop should be connected to District and School Improvement Goals and be stated on the IPDP's. To monitor this, a copy of the signed IPDP goals should be submitted with the workshop request form
 - c. The funds should only be used for registration *reimbursement*, not for travel, food or lodging
 - d. In all cases, grant funds should be used first (i.e. Early Literacy Grant pays for the Reading Recovery conferences)
 - e. Individuals will only be allowed one registration per year for reimbursement to limit the amount of substitute money that is necessary in these situations, unless decided otherwise by the Superintendent -or Director of Instruction

For those who are working toward a professional license:

- f. Funds can be used for approved DESE programs related to coursework in an approved performance review program (i.e. Class measures). Funds used in the stated ways shall not be eligible for horizontal movement on the salary schedule.
- F. Reimbursement shall be made following the satisfactory completion of the course only to those bargaining unit members still employed in the Dennis-Yarmouth Regional School District.
- G. Pre-approvals will only be made when submitted through the district's online professional development portal (DYPD). Instructions regarding the approval and reimbursement process can be found in the DYPD Reference Guide on the Instruction Office Website.

Article XXXIII. Coaching Assignments and Salaries

Section 33.1. Athletic positions for each Middle School and the High School shall be publicized at least annually by the building principal by email. Coaching and Coordinator assignments shall be distributed on a just, equitable, and voluntary basis and appointed yearly by the Committee at its sole discretion.

Section 33.2. All athletic coaches shall reapply for their positions annually.

Section 33.3. All coaching salaries will be paid according to the salary schedule in Appendix B of this agreement.

Article XXXIV. Reduction in Force

Section 34.1. The District retains the non-delegable right to determine the number of teaching and professional persons, which are needed.

Section 34.2. When a reduction in the teaching staff is necessary because of a decrease in student enrollment, change in curriculum, shortage of funds, changes in the use of instructional personnel, or for other reasons if approved by the School Committee, the Superintendent shall determine the areas of licensure that will lose staff positions.

Section 34.3. The Superintendent, in their exclusive judgment, may assign bargaining unit members to a different area of licensure in the absence of any voluntary requests for transfer from other staff members whom the Administration considers equally or more qualified. However, any bargaining unit member who is transferred to a position for which s/he is not fully licensed, but eligible to teach under present licensure regulations, will not lose their bumping rights in their former area as set forth in Section 34.5.

Section 34.4. The Superintendent will not lay off any bargaining unit member with professional teacher status pursuant to a reduction in force if there is a bargaining unit member without such status and the bargaining unit member with professional teacher status is licensed in the area of layoff, or if there is a less qualified bargaining unit member with professional teacher status holding the same position or same licensure as the PTS bargaining unit member.

In the event that the District determines that a position is to be eliminated or reduced from full-time to part-time status, all bargaining unit members working within areas of licensure which include the position to be eliminated or reduced will be considered as belonging to the affected group.

Each bargaining unit member's "area of license" is determined by the terms of the teaching license issued by the Massachusetts Department of Education, Office of Educator Licensure, for that bargaining unit member.

The order of layoffs for professional teacher status bargaining unit members shall be determined based on the bargaining unit members' qualifications, which shall mean job performance, including overall ratings on bargaining unit member evaluations, and the best interests of students in the school or district. The number of summative evaluations compared will include all evaluations written for bargaining unit members during the time equal to the most recently hired professional status bargaining unit member in the targeted discipline (at least three (3) evaluations). The most recent evaluations that will be used are from the previous full school year that the RIF is taking place. In the event that bargaining unit members' qualifications are no different from one another, a member's seniority as a bargaining unit member in the district shall serve as the tie-breaker in determining the first bargaining unit member to be laid off. For purposes of this section, no distinction shall be made between an overall performance rating of exemplary or proficient.

Bargaining unit members (1) whose last overall summative rating was Unsatisfactory and, (2) have been on an Improvement Plan of at least ninety (90) school days that has not resulted in a change to the bargaining unit member's overall rating, shall be reduced before bargaining unit members in their affected group whose last overall summative rating was not Unsatisfactory.

If further layoffs are necessary within a particular affected group, bargaining unit members (1) whose last overall summative rating was Needs Improvement, and (2) have been on a Directed Growth Plan of at least ninety (90) school days that has not resulted in a change to the bargaining unit member's overall rating, shall be reduced before bargaining unit members in their affected group not rated Needs Improvement or Unsatisfactory.

Seniority is defined as the length of continuous service from the date of initial regular full-time employment as a bargaining unit member in the Dennis-Yarmouth Regional School District. Authorized leaves up to eight weeks and sabbatical leave time will count as time served. Other leaves without pay will not break continuous service, but will not count as time served towards seniority. Recall rights will apply only to those who maintain professional teacher status according to Massachusetts' laws or court decisions applicable to Dennis-Yarmouth personnel.

In those cases where two or more bargaining unit members have the exact same seniority, the bargaining unit member whose start date by the District predates the other start dates will be retained. In case of identical start dates, the bargaining unit member whose placement on the salary schedule is furthest to the right with respect to columns will be retained. In case of identical column placement, the District will make the final decision.

Section 34.5. If a unit member who has attained "professional teacher status" is due to be laid off or reduced, the unit member may bump a unit member with less seniority in the Dennis-Yarmouth Regional School District from another area of licensure only if the unit member is specifically qualified. Qualifications shall mean licensure and experience under that license of at least one

school year in the Dennis-Yarmouth Regional School District within the past eight (8) years. If more than one unit member is qualified to fill a given position and such unit members are of equal seniority, the procedures outlined in Section 34.4, fourth paragraph above shall be followed.

Section 34.6. Bargaining unit members laid off under this Article shall have the option of choosing an involuntary leave of absence without pay for twelve months. Such a leave shall be renewed by the Superintendent at the request of the bargaining unit member for one additional twelve-month period. Such bargaining unit members, including those placed on involuntary leave of absence by Superintendent action prior to the effective date of this contract shall be considered for recall in the inverse order of their layoff within their area of licensure for a period of twenty-four months from the effective date of their layoff. Such employees shall be notified by the Superintendent concerning any such positions in the district for which they may be qualified and shall be given preference in the filling of such positions. Failure to accept such offering within 15 days of such offering will result in the bargaining unit member forfeiting their recall rights. The Superintendent will make every reasonable effort to give priority on the substitute list to bargaining unit members on recall, provided such bargaining unit members indicate their desire to be placed on the substitute list.

Bargaining unit members serving a recall period may continue group health and life insurance coverage as provided at their expense during such two-year recall period if permitted by the insurance company.

Bargaining unit members recalled after layoff shall be placed on that step of the salary schedule which is one higher than the one on which they were at the time of layoff, and shall have all benefits to which they are entitled under the Agreement in effect upon their return with no break in accrued benefits so authorized.

Section 34.7. Bargaining unit members on leave of absence are not exempt from reduction-in-force. However, any bargaining unit member on sabbatical who is reduced in force shall not be required to reimburse the District under Section 18.2.

Section 34.8. The administration will furnish an accurate seniority list to the Association president by November 1 of each year.

Section 34.9. Bargaining unit members on leave of absence are not exempt from reduction-in-force. However, any bargaining unit member on sabbatical who is reduced in force shall not be required to reimburse the District under Section 18.2.

Article XXXV. Part-time Bargaining Unit Member Status

Part-time hiring has been used to accommodate bargaining unit members who wish to dedicate more time to their personal and family lives and to provide staff where less than full-time will best serve the District's needs. Both parties agree to the following:

Categories of Part-time Teaching

A. Dual Team Teaching

1. Non-departmentalized situations where two half-time bargaining unit members combine with one full-time bargaining unit member to instruct

two classes of students;

2. Non-departmentalized situations where two bargaining unit members combine to instruct one class of students.
3. Departmentalized situations where two bargaining unit members combine to fill a position normally held by one bargaining unit member.

B. Straight Part-time Teaching

1. Pro-rated salary situations where the bargaining unit member instructs one-third or more of a full year (not applicable to permanent or long-term substitutes--Article XI).
2. Hourly salary situations where the bargaining unit member instructs less than one-third of a school year.

General Conditions Relating to All Categories

- A. Part-time teaching, other than non-departmentalized, may be a fraction of a full day for the entire year or full days for a fraction of a year as determined by the School Committee.
- B. Bargaining unit members with professional teacher status will not lose professional teacher status and probationary bargaining unit members may achieve professional teacher status while filling a part time position.
- C. The decision to institute or discontinue part-time positions rest solely with the School Committee.
- D. Bargaining unit members with professional teacher status in part-time positions, which are eliminated, retain rights relating to reduction-in-force as described in Article XXXIV.
- E. Part-time bargaining unit members may return to full-time status provided:
 1. The request is submitted by April 1 for the next school year;
 2. There is an appropriate vacancy over and above the number of positions required to place all regular bargaining unit members (with and without professional teacher status); i.e., any regular, full-time staff member who is facing the elimination of their position has priority in filling vacancies over part-time bargaining unit members who wish to return to full-time, assuming the part-time position is still available; i.e., seniority does not allow "bumping" of full-time by part-time if part-time position is available.
- F. All part-time bargaining unit members, except those on hourly salary, will receive prorated sick leave and other benefits based on the percent of teaching load; for example, a bargaining unit member working half-time for 183 days will be eligible for 15 sick days at half pay. For purposes of accumulation for future use of "buy back" the annual maximum will be seven and one-half (7 1/2) days per year, and

any use of accumulated sick days earned when working full-time will be at the rate of two half days for each full one. A bargaining unit member working full days for part of the year will be eligible for the pro-rated number of sick leave days at full pay.

- G. Vertical movement on the salary guide, except for hourly part-time bargaining unit members, will be annual. Upon return to a full-time position the placement on guide will be based on a conversion of part-time years to full time; two halves equal one year, etc. An example of this would be a bargaining unit member on the fourth step of the guide shifting to half time on the fifth year, and after six more years (Step 11 on half-time basis) returning to Step Eight as a full-time bargaining unit member.
- H. By law, health insurance cannot be paid by the District to those whose monthly average is less than twenty clock hours per week. Bargaining unit members may pay the full amount and remain in the group assuming the carrier approves such participation.
- I. Horizontal movement, except for hourly part-time bargaining unit members, is not altered by part-time teaching.
- J. Years of service earned for purposes of seniority are as defined in Section 34.4.
- K. The provisions of Article XXXV are not subject to grievance-arbitration except in those specific areas, which refer to other sections of the Agreement, which are subject to grievance-arbitration.

Conditions Relating to Specific Categories

- A. Dual Team Teaching—Non-departmentalized
 - 1. Three bargaining unit members are required—one full-time and two half-time;
 - 2. Under this structure two bargaining unit members are filling one full-time position and each receives half pay;
 - 3. If one half-time member leaves the team for any reason, the dual team is considered abolished and the other member must accept the full-time position or resign. The Committee may, but is not required to, continue the dual team if a satisfactory (as determined by the Committee) volunteer from the existing staff requests to replace the member who has left.
 - 4. The dual category is contingent upon a full-time bargaining unit member teaming with the dual position. The half-time position may be rotated among the three if requested and with administrative approval.
 - 5. If the full-time member leaves the team for any reason, the team is considered abolished and each half-time bargaining unit member must accept a full-time position or resign unless a satisfactory replacement as determined by the Committee is found.

6. The full-time bargaining unit member cannot discontinue the arrangement unilaterally.
 7. With the approval of the administration, up to five (5) full days with pay may be authorized at the start of the school year to enable each half-time bargaining unit member to get to know the students better.
- B. Dual Team Teaching—Departmentalized
1. Under this structure two bargaining unit members are filling one full-time position and each receives half pay.
 2. If one member leaves the team for any reason, the dual team is considered abolished and the other member must accept the full-time position or resign. The Committee may, but is not required to, continue the dual team if a satisfactory (as determined by the Committee) volunteer from the existing staff requests to replace the member who has left.
- C. Straight Part-time Teaching One-third or More of a Full Position
1. Departmentalized bargaining unit members' pay will be based on a six period workday; for example, three teaching periods with no administrative period equals half time.
 2. Non-departmentalized bargaining unit members' pay will be prorated according to time; for example, one session of kindergarten equals half time.
- D. Straight Part-time Teaching Less One-third of a Full Position
1. Hourly pay as per Section 63(c).
 2. No sick leave or other benefits.

Job Sharing

- A. For the purposes of this Agreement, job sharing shall mean the occupation of a single staff position by two individuals, each with a proportional assignment. In order for a shared position to be approved, the two (2) individuals must complete a letter of application, including the terms and schedule of the proposal.

Applications for job sharing shall be filed by the bargaining unit members with the building principal prior to April 1st of the school year preceding the effective date of the job share. The building principal shall review the application and make a recommendation to the Superintendent. The final action on the application shall be at the discretion of the Superintendent.

Factors to be considered by the principal shall include certification, area of competence, major and/or minor field of study, quality of teaching performance, compatibility of the bargaining unit members working together, the number of potential job sharing requests, and the impact of the job-sharing arrangement on the instructional program and the building.

The following conditions shall apply with respect to job-sharing:

1. The bargaining unit member partners shall have achieved professional teacher status;
 2. No bargaining unit member in the system shall be involuntarily transferred in order to create a job-share;
 3. Job-sharing assignments shall be for a period of one year and shall terminate at the end of each school year;
 4. When a job-sharing position is terminated, the bargaining unit members shall be assigned to a position for which they hold the appropriate certification;
 5. Job shares may not be a 50-50 split;
 6. Both job-sharing bargaining unit members shall attend:
 - a. All professional days as determined by the contract;
 - b. All after-school or before-school faculty meetings as determined by the contract and/or share pertinent information;
 - c. All parent conferences and open houses as determined by the contract;
 - d. All 504/IEP Team meetings and/or share pertinent information.
 - e. All contractual district wide meetings.
 7. A minimum fifteen (15) minute overlap for an orderly transfer and information sharing shall be scheduled each day, if sharing involves partial days;
 8. Both employees shall mark report cards together and attend conferences together;
 9. Grade-level planning meetings shall be attended by the bargaining unit member that is scheduled during the time of the meeting. The bargaining unit member will share information with the partner bargaining unit member.
- B. Job-share compensation. Each bargaining unit member's salary shall be prorated. The salary schedule step for each bargaining unit member shall be the same as (s)he would be entitled to if employed on a full-time basis. This step shall determine the base salary from which the salary fraction will be computed.

Seniority shall accrue to a bargaining unit member in a job-sharing position on a prorated basis. Vertical movement on the salary schedule will be annual. Upon a return to a full- time position, placement on the schedule will be based on a conversion of part- time years to full-time; two half years equal one full year. Sick leave and personal leave shall be pro-rated. Due to the fact that job-shares may not be a 50- 50 split, only one (1) partner in a job-share shall be eligible for health insurance.

- C. The Superintendent may discontinue job sharing at any time if he/she feels it is in the best interest of the students and/or the school district.

Article XXXVI. Salaries

Section 36.1. Bargaining unit members will be paid in twenty-six (26) equal installments, with the option of receiving the balance of their salary on the first day following the closing of school, provided written notice has been submitted to the Superintendent no later than thirty (30) days prior to school closing. Bargaining unit members will be given the option of being paid in twenty-one (21) equal installments. Once a payment option is selected it cannot be changed during the year.

Section 36.2. All bargaining unit members qualifying under Article XXIV and subject to the following provisions shall be paid at their achieved classifications on the salary schedule.

- A. Confirmation of all credits and degrees have been received from accredited colleges and universities prior to the start of each school year.
- B. The Administration may, at its option, require a bargaining unit member to take a specific three-credit course during the three-year or five-year period. The School Committee shall pay the entire cost of the course (excluding transportation if the course is given on-Cape Cod), the provisions of Article XXXII notwithstanding. (\$600 will be applied to the cost of course if not previously committed to an Approved course.) Satisfactory completion of this specific course shall count for horizontal movement on the salary guide.

Bargaining unit members who have taken any three credit course with the approval of the Superintendent may not be required by the Administration to take a specific course as described in this paragraph for the three-year or five-year period commencing with the year in which the three-credit course is taken. Satisfactory completion of such course shall count for both horizontal and vertical movement on the salary guide.

Section 36.3. Only graduate level courses from accredited colleges and universities, or those courses approved by the Superintendent, may be used for horizontal movement on the salary guide.

Section 36.4. In order to be eligible for an annual increment, employees must teach for ninety (90) or more days. Exceptions will be made for those on sabbatical leave.

Section 36.5. Longevity Pay Award.

- A. Definitions. As used in this agreement, the following terms have the meanings set forth in this section.
 - “School year” means the period from September 1 of one calendar year through June 30 of the following calendar year.
 - “Bargaining unit member” means any employee of the District who is covered by the agreement.

“Years of service” means a bargaining unit member’s time in service as computed for purposes of seniority under Section Four of Article XXXIV of the agreement (rounded off to the nearest whole number of years as the start of the school year in question) and includes service in the Dennis-Yarmouth Regional School District and in the Dennis and Yarmouth public schools.

- B. Longevity Payments. To provide an incentive for experienced bargaining unit members to continue serving in the District, the Committee shall make annual longevity payments as follows:

Longevity

	2023-2024	2024-2025	2025-2026
After the completion of 12 years of service	\$1,000	\$1,100	\$1,200
After the completion of 14 years of service	\$1,300	\$1,400	\$1,500
After the completion of 19 years of service	\$1,600	\$1,700	\$1,800
After the completion of 29 years of service	\$1,900	\$2,000	\$2,100

- C. Method of Payment. Any annual longevity payment to which a bargaining unit member is entitled shall be paid in a lump sum on September 1.

Article XXXVII. Travel Allowance

Section 37.1. Travel allowance equivalent to those paid to other employees of the District will be paid to employees covered by this Agreement when they are directed by an immediate Administrator or the Superintendent to use their automobile in the course of employment.

Article XXXVIII Comprehensive Bargaining Unit Member Induction Program

Section 38.1. There shall be a Comprehensive Bargaining Unit Member Induction Program (“the Program”) which will be overseen by the Office of Instruction. The Program shall include district and building orientation as well as mentoring expectations. First-year bargaining unit members in the District shall be required to attend no more than two (2) additional work days before the start of school for mentoring/induction beyond the contractual work year requirement of bargaining unit members and no more than 5 New Educator Workshops.

DESE guidance states, “Additionally, in order to obtain Professional licensure, teachers are required to complete an additional 50 hours of mentoring beyond the induction year (603 CMR 7.04(2)(c)(2)).” In order to meet this requirement, the new educator will be expected to maintain a log of mentoring activities in year two. Their mentor from year one will remain as a resource for the new educator, Mentoring activities will be based on their Educator Evaluation and Self-Assessment.

During their second or third year of employment with the district, all bargaining unit members with between zero and three years of teaching experience shall be required to take or have taken The Skillful Teacher, or a comparable three-credit equivalent course identified by the district,

unless a bargaining unit member provides documentation to the superintendent that demonstrates that they are actively enrolled in a master's program, in which case The Skillful Teacher shall be taken at the completion of the master's program. The course shall be paid for by the district.

Section 38.2. Mentors

- A. All approved mentors shall attend district-approved and funded training provided by Mentor Leaders. Mentor Leaders will earn a stipend of \$1,750.00.
- B. One-on-one relationships between mentor and mentee are preferred, however, additional mentee/protégé pairings may be allowed, with the approval of the Superintendent or their designee.
- C. The mentors will earn a \$1,050.00 stipend for the first mentee and a \$525.00 stipend for each additional mentee that may be assigned. Mentors will earn a \$525.00 stipend for Year Two.
- D. One (1) credit for horizontal movement will be awarded per year with a maximum of three credits earned over total time in the district. All approved mentors shall receive one (1) credit for completing training, regardless of whether or not they are assigned a mentee
- E. In the event that a department chair is assigned as a mentor, the department chair will not take an evaluative role (either formal or informal) with the mentee over the course of the mentor/mentee relationship.
- F. The mentor will meet with the mentee/protégé at least every other week.
- G. The mentor will submit a log of activities to the Office of Instruction by no later than June 1st.
- H. The mentor will participate in four (4) District mentoring meetings per year. These meetings will be approximately one (1) hour in duration.
- I. Bargaining unit members new to the district but with more than three (3) years of teaching experience will not be required to participate in a full mentoring program. Bargaining unit members in this category shall be required to attend orientation days and will be assigned new teacher support provided by a staff member with professional teacher status. The staff member providing support will be paid \$350.00.

Section 38.3. Other Bargaining unit members

- A. When a bona fide mentoring relationship is in place and approved by the building principal, the agreed-upon rates and guidelines for the mentor bargaining unit member set forth in Section 38.2 shall be followed.

Article XXXIX Home-School Communications, District Assessments, and Data Entry

Section 39.1. Home-School Communications

Quarterly report cards and mid-quarter reports must be completed in a method selected by the district as outlined below.

Bargaining unit members will provide the following report cards, mid-quarter reports, and parent-teacher conferences as outlined below:

Early Education/Kindergarten – Grade 5

- A. Three (3) written trimester report cards. The sole exception to this requirement shall be for related arts bargaining unit members who shall not be required to submit a report card for the first trimester for kindergarten students only.
- B. Two (2) early release half-day parent conferences in the fall and two (2) early release half-day parent conferences in the spring.

Grades 6-7

- A. Three (3) written trimester report cards
- B. Three (3) mid-trimester reports. The sole exception to this requirement shall be for related arts bargaining unit members who shall not be required to submit a mid-trimester report for the first trimester.
- C. Two (2) early release half-day parent conferences in the fall and two (2) early release half-day parent conferences in the spring.
- D. Bargaining unit members who need to schedule evening conferences may count them as one of the two evening meeting commitments specified in Article 6.4.E.

Grades 8-12

- A. One report card each quarter (4)
- B. Four (4) mid-quarter reports

Grades 6-12

- A. All grade six (6) through twelve (12) student work on tests, quizzes, assignments, and grades will be recorded in the District's computerized grading system within ten (10) school days of the date it is received by the bargaining unit member. If extenuating circumstances arise, the principal or assistant principal may grant the bargaining unit member additional days to input their grades. Projects and term papers will be given reasonable time for grading and recording beyond the ten (10) school days.
- B. Additional grade reporting, and the use of the other features of the grade reporting software, are voluntary.
- C. Bargaining unit members may select from a variety of forms of parent/guardian communication. If and when the district introduces new communication tools, it will provide members with training in their use. Until such time as the Association and the Committee negotiate the implementation of any additional home-school communication tools, such use will be on a voluntary basis.

- D. The District shall notify parents/guardians annually by written letter about the District's computerized grading system in an effort to set expectations for use of the system by staff and parents/guardians.

Section 39.2. District Assessments and Data Entry

Educators will enter data either directly into the electronic data system or through the use of a bubble sheet that they will scan into the data system as outlined below. The method of data entry is at the Educator's discretion. When District assessments are administered electronically the data will be automatically uploaded into the District's data system.

a. English Language Arts

- i. Educators who administer the BAS in grades K-5 three times per year will enter highest level passed, accuracy, and comprehension data into the District's electronic data system or complete bubble sheets that they will scan into the data system. Educators are encouraged to enter other elements of the BAS (Reading Type-Fiction or Nonfiction, Self-Correct, Fluency, and Words per Minute) into the data system.
- ii. Educators teaching Kindergarten will enter District Writing Prompt Data (Topic Development and Conventions) into the District's electronic data system two times per year. Educators teaching grades 1-8 will enter District Writing Prompt Data (Topic Development and Conventions) into the District's electronic data system three times per year.
- iii. The Word Features Assessment for Grades 3-5 will be administered electronically three times per year and the data will automatically be uploaded into the District's electronic data system.
- iv. Bargaining unit members in grades K-5 who need to enter ELA data will be given one faculty meeting per trimester to do so. The faculty meetings utilized for this purpose will ensure timely data entry.

b. Math/Science

- i. Educators will administer the math and science benchmark assessments electronically three times per year in Grades 3-10 and the data will be automatically uploaded into the District's electronic data system.
- ii. K-3 Educators will enter data from the end of module math assessments (**3-6 questions**) directly into the District's electronic data system or complete bubble sheets that they will scan into the data system.
- iii. Once the rubrics are completed and professional development is provided for bargaining unit members in grades 4-8 on data entry and how to use the rubrics Educators will enter the data from the end of

module math assessments in the same manner as stated above for the K-3 Educators.

- iv. PLC time will be provided for data entry and analysis. The PLC meetings utilized for this purpose will ensure timely data entry.

Section 39.3 Training and Technology

- A. Training will occur any time changes are made to hardware or software.
- B. Bargaining unit members will have technology readily accessible at the building site. Bargaining unit members will be provided with software for off-site data input, if available.
- C. Bargaining unit members will not be held responsible for computer or software issues, problems not under their control, or for any issues of computer hacking or sharing of passwords by parents or students.
- D. Reasonable adjustments to timelines will be made in the event of technology failures.

Appendix A. Professional Employee Salary Schedule

2023-2024 School Year/FY24 = 3.0% Increase								
Step	B	B+15	M/B+42	M+15	M+30	M+45	M+60	DOC
1	51,353	52,628	54,565	55,847	58,413	60,162	61,374	62,598
2	53,926	55,203	57,136	58,413	61,631	63,477	64,752	66,048
3	57,136	58,413	60,338	61,631	64,839	66,782	68,124	69,488
4	60,338	61,622	63,548	64,839	68,051	70,096	71,503	72,932
5	63,548	64,839	66,756	68,051	71,246	73,383	74,858	76,357
6	66,756	68,051	69,969	71,246	74,467	76,702	78,245	79,809
7	69,969	71,246	73,171	74,460	77,670	80,003	81,613	83,247
8	73,171	74,460	76,387	77,670	80,878	83,303	84,980	86,681
9	76,387	77,670	79,600	80,878	85,369	87,933	89,700	91,494
10	79,600	80,878	84,098	85,369	89,861	92,559	94,419	96,309
11	83,656	84,996	88,380	89,721	94,441	97,272	99,228	101,211
12	86,166	87,545	91,032	92,412	97,273	100,190	102,204	104,247

2024-2025 School Year/FY25 = 2.5% Increase								
Step	B	B+15	M/B+42	M+15	M+30	M+45	M+60	DOC
1	56,637	57,944	59,929	61,243	63,873	65,666	66,908	68,163
2	59,274	60,583	62,564	63,873	67,172	69,064	70,371	71,699
3	62,564	63,873	65,846	67,172	70,460	72,452	73,827	75,225
4	65,846	67,163	69,137	70,460	73,752	75,848	77,291	78,755
5	69,137	70,460	72,425	73,752	77,027	79,218	80,729	82,266
6	72,425	73,752	75,718	77,027	80,329	82,620	84,201	85,804
7	75,718	77,027	79,000	80,322	83,612	86,003	87,653	89,328
8	79,000	80,322	82,297	83,612	86,900	89,386	91,105	92,848
9	82,297	83,612	85,590	86,900	91,503	94,131	95,943	97,781
10	85,590	86,900	90,200	91,503	96,108	98,873	100,779	102,717
11	89,747	91,121	94,590	95,964	100,802	103,704	105,709	107,741
12	92,320	93,734	97,308	98,722	103,705	106,695	108,759	110,853

2025-2026 School Year/FY26 = 3.0% Increase								
Step	B	B+15	M/B+42	M+15	M+30	M+45	M+60	DOC
1	58,336	59,682	61,727	63,080	65,789	67,636	68,915	70,208
2	61,052	62,400	64,441	65,789	69,187	71,136	72,482	73,850
3	64,441	65,789	67,821	69,187	72,574	74,626	76,042	77,482
4	67,821	69,178	71,211	72,574	75,965	78,123	79,610	81,118
5	71,211	72,574	74,598	75,965	79,338	81,595	83,151	84,734
6	74,598	75,965	77,990	79,338	82,739	85,099	86,727	88,378
7	77,990	79,338	81,370	82,732	86,120	88,583	90,283	92,008
8	81,370	82,732	84,766	86,120	89,507	92,068	93,838	95,633
9	84,766	86,120	88,158	89,507	94,248	96,955	98,821	100,714
10	88,158	89,507	92,906	94,248	98,991	101,839	103,802	105,799
11	92,439	93,855	97,428	98,843	103,826	106,815	108,880	110,973
12	95,090	96,546	100,227	101,684	106,816	109,896	112,022	114,179

Appendix B. Coaching Salary Schedule

HIGH SCHOOL COACHING SCHEDULE	2023-2024	2024-2025	2025-2026
HS Faculty Manager	\$ 4,342	\$ 4,451	\$ 4,585
HS Group A	\$ 9,812	\$10,057	\$10,359
Football Head	\$ 9,812	\$10,057	\$10,359
HS Group B	\$ 7,011	\$ 7,186	\$ 7,402
Ice Hockey Head	\$ 7,011	\$ 7,186	\$ 7,402
Basketball Boys Head	\$ 7,011	\$ 7,186	\$ 7,402
Basketball Girls Head	\$ 7,011	\$ 7,186	\$ 7,402
HS Group C	\$ 5,690	\$ 5,832	\$ 6,007
Baseball Head	\$ 5,690	\$ 5,832	\$ 6,007
Sailing Head	\$ 5,690	\$ 5,832	\$ 6,007
Softball Head	\$ 5,690	\$ 5,832	\$ 6,007
Field Hockey Head	\$ 5,690	\$ 5,832	\$ 6,007
Lacrosse Head Boys	\$ 5,690	\$ 5,832	\$ 6,007
Lacrosse Head Girls	\$ 5,690	\$ 5,832	\$ 6,007
Soccer Boys Head	\$ 5,690	\$ 5,832	\$ 6,007
Soccer Girls Head	\$ 5,690	\$ 5,832	\$ 6,007
Track Boys Head	\$ 5,690	\$ 5,832	\$ 6,007
Track Girls Head	\$ 5,690	\$ 5,832	\$ 6,007
Cross Country Boys Head	\$ 5,690	\$ 5,832	\$ 6,007
Cross Country Girls Head	\$ 5,690	\$ 5,832	\$ 6,007
Volleyball Head	\$ 5,690	\$ 5,832	\$ 6,007
Football Assistants	\$ 5,690	\$ 5,832	\$ 6,007
HS Group D	\$ 4,224	\$ 4,330	\$ 4,460
Tennis Boys Head	\$ 4,224	\$ 4,330	\$ 4,460
Tennis Girls Head	\$ 4,224	\$ 4,330	\$ 4,460
Golf Boys Head	\$ 4,224	\$ 4,330	\$ 4,460
Golf Girls Head	\$ 4,224	\$ 4,330	\$ 4,460
Golf Coed Head	\$ 4,224	\$ 4,330	\$ 4,460
Basketball Boys Assistants	\$ 4,224	\$ 4,330	\$ 4,460
Basketball Girls Assistants	\$ 4,224	\$ 4,330	\$ 4,460
HS Group E	\$ 3,504	\$ 3,592	\$ 3,699
Baseball Assistants	\$ 3,504	\$ 3,592	\$ 3,699
Softball Assistants	\$ 3,504	\$ 3,592	\$ 3,699
Field Hockey Assistants	\$ 3,504	\$ 3,592	\$ 3,699
Lacrosse Boys Assistants	\$ 3,504	\$ 3,592	\$ 3,699
Lacrosse Girls Assistants	\$ 3,504	\$ 3,592	\$ 3,699
Soccer Boys Assistants	\$ 3,504	\$ 3,592	\$ 3,699
Soccer Girls Assistants	\$ 3,504	\$ 3,592	\$ 3,699
HS Group F	\$ 3,212	\$ 3,292	\$ 3,391
Track Boys Assistants	\$ 3,212	\$ 3,292	\$ 3,391
Track Girls Assistants	\$ 3,212	\$ 3,292	\$ 3,391
Cross Country Boys Assistants	\$ 3,212	\$ 3,292	\$ 3,391
Cross Country Girls Assistants	\$ 3,212	\$ 3,292	\$ 3,391
Sailing Assistant	\$ 3,212	\$ 3,292	\$ 3,391
Ice Hockey Assistants	\$ 3,212	\$ 3,292	\$ 3,391
Volleyball Assistants	\$ 3,212	\$ 3,292	\$ 3,391

Other HS			
HS Coach Head eSports	\$ 4,101	\$ 4,204	\$ 4,330
HS e-Sports	\$ 4,100	\$ 4,203	\$ 4,329
HS Assistant eSports	\$ 3,118	\$ 3,196	\$ 3,292
HS Coach Weight Room Supervisor	\$ 3,118	\$ 3,196	\$ 3,292
HS Coach Strength/Conditioning	\$ 3,118	\$ 3,196	\$ 3,292
HS Head Coach Unified Basketball	\$ 3,118	\$ 3,196	\$ 3,292
HS Assistant Coach Unified Basketball	\$ 2,100	\$ 2,153	\$ 2,217
HS Head Coach Unified Track	\$ 3,118	\$ 3,196	\$ 3,292
HS Assistant Coach Unified Track	\$ 2,110	\$ 2,163	\$ 2,228
HS Head Coach Unified Weight Training	\$ 500	\$ 513	\$ 528
HS Golf Assistant	\$ 2,163	\$ 2,217	\$ 2,284
HS Pep Leaders	\$ 1,479	\$ 1,516	\$ 1,562
HS Cheerleaders	\$ 1,479	\$ 1,516	\$ 1,562
MIDDLE SCHOOL COACHING SCHEDULE	2023-2024	2024-2025	2025-2026
MS Athletic Coordinator	\$ 3,140	\$ 3,434	\$ 3,537
MS Football Head	\$ 2,621	\$ 2,687	\$ 2,767
MS Football Assistant	\$ 2,380	\$ 2,440	\$ 2,513
MS Basketball Boys Head	\$ 2,621	\$ 2,687	\$ 2,767
MS Basketball Boys Assistant	\$ 2,380	\$ 2,440	\$ 2,513
MS Basketball Girls Head	\$ 2,621	\$ 2,687	\$ 2,767
MS Basketball Girls Assistant	\$ 2,380	\$ 2,440	\$ 2,513
MS Soccer Boys Head	\$ 2,380	\$ 2,440	\$ 2,513
MS Soccer Boys Assistant	\$ 2,144	\$ 2,198	\$ 2,264
MS Soccer Girls Head	\$ 2,380	\$ 2,440	\$ 2,513
MS Soccer Girls Assistant	\$ 2,144	\$ 2,198	\$ 2,264
MS FH Soccer Girls Head	\$ 2,380	\$ 2,440	\$ 2,513
MS FH Soccer Girls Assistant	\$ 2,144	\$ 2,198	\$ 2,264
MS Field Hockey Head	\$ 2,380	\$ 2,440	\$ 2,513
MS Field Hockey Assistant	\$ 2,144	\$ 2,198	\$ 2,264
MS Cross Country	\$ 2,380	\$ 2,440	\$ 2,513
MS Assistant Coach Cross-Country	\$ 2,265	\$ 2,322	\$ 2,391
MS Baseball Head	\$ 2,380	\$ 2,440	\$ 2,513
MS Baseball Assistant	\$ 2,144	\$ 2,198	\$ 2,264
MS Softball Head	\$ 2,380	\$ 2,440	\$ 2,513
MS Softball Assistant	\$ 2,144	\$ 2,198	\$ 2,264
MS Track Boys Head	\$ 2,380	\$ 2,440	\$ 2,513
MS Track Girls Head	\$ 2,380	\$ 2,440	\$ 2,513
MS Tennis Head	\$ 2,380	\$ 2,440	\$ 2,513
MS Intramurals	\$ 1,486	\$ 1,523	\$ 1,569
MS Volleyball	\$ 2,310	\$ 2,368	\$ 2,439
MS Assistant Coach Volleyball	\$ 2,041	\$ 2,092	\$ 2,155
MS e-Sports	\$ 2,310	\$ 2,368	\$ 2,439
MS Assistant eSports	\$ 2,082	\$ 2,134	\$ 2,198
INTERMEDIATE SCHOOL COACHING SCHEDULE	2023-2024	2024-2025	2025-2026
IS Coach Cross-Country Track	\$ 2,265	\$ 2,322	\$ 2,391
IS Assistant Coach Cross-Country	\$ 2,041	\$ 2,092	\$ 2,155

Coaching stipends will be prorated in situations where a full season is not completed.

Appendix C. Co-Curricular Salaries

HIGH SCHOOL CO-CURRICULAR SALARIES	2023-2024	2024-2025	2025-2026
HS AP Coordinator	\$ 1,000	\$ 1,025	\$ 1,056
HS EOS Lead Faculty Advisor	\$ 1,820	\$ 1,866	\$ 1,921
HS DY Perspective	\$ 2,144	\$ 2,198	\$ 2,264
HS Interact	\$ 1,190	\$ 1,219	\$ 1,256
HS Key Club	\$ 1,429	\$ 1,464	\$ 1,508
HS Literacy Magazine	\$ 1,429	\$ 1,464	\$ 1,508
HS Math Team	\$ 1,429	\$ 1,464	\$ 1,508
HS National Honor Society	\$ 1,429	\$ 1,464	\$ 1,508
HS Ski Club	\$ 1,429	\$ 1,464	\$ 1,508
HS Student Council	\$ 2,621	\$ 2,687	\$ 2,767
HS Writers Forum	\$ 1,319	\$ 1,352	\$ 1,393
HS Yearbook	\$ 3,952	\$ 4,051	\$ 4,172
HS Senior Advisor	\$ 2,621	\$ 2,687	\$ 2,767
HS Junior Advisor	\$ 1,669	\$ 1,710	\$ 1,762
HS Sophomore Advisor	\$ 1,069	\$ 1,096	\$ 1,129
HS Freshman Advisor	\$ 1,069	\$ 1,096	\$ 1,129
HS Grade 8 Advisor	\$ 2,621	\$ 2,687	\$ 2,767
HS French Club	\$ 832	\$ 853	\$ 879
HS German Club	\$ 832	\$ 853	\$ 879
HS Spanish Club	\$ 832	\$ 853	\$ 879
HS Drama Director	\$ 6,716	\$ 6,883	\$ 7,090
HS Musical Drama Director	\$ 1,344	\$ 1,378	\$ 1,419
HS One Act Play Director	\$ 2,046	\$ 2,097	\$ 2,160
HS Production Manager	\$ 2,305	\$ 2,363	\$ 2,434
HS Band Director	\$ 7,011	\$ 7,186	\$ 7,402
HS Winter Percussion Director	\$ 5,690	\$ 5,832	\$ 6,007
HS Chorus Director	\$ 1,278	\$ 1,310	\$ 1,349
HS Orchestra Director	\$ 2,216	\$ 2,271	\$ 2,339
HS Flag Corps Advisor	\$ 511	\$ 524	\$ 539
HS Majorette Advisor	\$ 1,218	\$ 1,249	\$ 1,286
HS Peer Leaders Advisor	\$ 1,428	\$ 1,463	\$ 1,507
HS Mock Trials Advisor	\$ 1,428	\$ 1,463	\$ 1,507
HS Art Club Advisor	\$ 832	\$ 853	\$ 879
HS SADD Advisor	\$ 832	\$ 853	\$ 879
HS ALGSS Advisor	\$ 2,114	\$ 2,166	\$ 2,231
HS Human Rights Club	\$ 1,154	\$ 1,182	\$ 1,218
HS Coordinator of Co-Curricular Activities			
HS Band Assistant	\$ 5,690	\$ 5,832	\$ 6,007
HS Leo Advisor	\$ 1,189	\$ 1,218	\$ 1,255
HS DI Advisor	\$ 831	\$ 852	\$ 878
HS Technology Club Advisor	\$ 831	\$ 852	\$ 878
HS Ambassadors Advisor	\$ 1,414	\$ 1,450	\$ 1,493

MIDDLE SCHOOL CO-CURRICULAR SALARIES	2023-2024	2024-2025	2025-2026
MS After School Activities Coordinator	\$ 3,795	\$ 3,890	\$ 4,007
MS Advisor eSports	\$ 2,311	\$ 2,369	\$ 2,440
MS Theater Director	\$ 3,202	\$ 3,282	\$ 3,380
MS Asst. Theater Director	\$ 1,690	\$ 1,732	\$ 1,784
MS Theater Music Advisor	\$ 1,690	\$ 1,732	\$ 1,784
MS Production Manager	\$ 1,690	\$ 1,732	\$ 1,784
MS Ambassadors Advisor	\$ 824	\$ 845	\$ 870
MS Math Team	\$ 1,319	\$ 1,352	\$ 1,393
MS School Paper	\$ 1,979	\$ 2,028	\$ 2,089
MS Yearbook	\$ 1,319	\$ 1,352	\$ 1,393
MS Literacy Magazine	\$ 1,831	\$ 1,877	\$ 1,933
MS Ski Club	\$ 832	\$ 853	\$ 879
MS Peer Leaders Advisor	\$ 832	\$ 853	\$ 879
MS Student Council	\$ 832	\$ 853	\$ 879
MS DI Advisors (2)	\$ 831	\$ 852	\$ 878
MS Technology Club Advisor	\$ 831	\$ 852	\$ 878
Elementary Destination Imagination Advisor	\$ 831	\$ 852	\$ 878
DISTRICT LEADERSHIP SALARIES	2023-2024	2024-2025	2025-2026
Curriculum Leadership Council	\$ 2,050	\$ 2,101	\$ 2,164
PBIS Coach	\$ 1,000	\$ 1,025	\$ 1,056
District PBIS Coach	\$ 3,500	\$ 3,588	\$ 3,695
EL Summer Program Planner	\$ 3,000	\$ 3,075	\$ 3,167
Mentor Leader	\$ 1,750	\$ 1,750	\$ 1,750
Mentor	\$ 1,050	\$ 1,050	\$ 1,050
Mentor Year Two	\$ 525	\$ 525	\$ 525

One advisor per elementary school, if needed.

The incumbent in the ALGSS advisor position shall be grandfathered at the current stipendiary rate (the 2006-2007 contract rate) for as long as that individual continues to hold the position. At such time as the incumbent steps down, the stipend for this position will revert to the equivalent of those positions listed in the 2006-2007 contract at a stipendiary rate of \$651.00, plus any percentage increases that may have applied in any succeeding years.

The parties agree that building principals may establish clubs/teams that they believe are appropriate for the buildings, subject to the following requirement: the stipend for any new position must first be negotiated between the Committee and the Association. Upon agreeing on a stipend, the new position will be subject to a Memorandum of Agreement between the Association and the Committee.

The parties agree to form a subcommittee of equal representation from each party to study the club and coaching positions and to make recommendations to the parties for possible modification.

The parties will send out a survey to members seeking input on potential stipendiary positions that are not included. This will occur in September 2023. Members will have two weeks to submit information on additional stipendiary positions.

Appendix D. Differentials

Anyone hired to fill a position set forth in this appendix (Guidance Counselors, Adjustment Counselors, School Psychologists, Home-School Counselors, Early Childhood Coordinators, English Language Learner Coordinators, Special Education Team Chairs, Technology Coordinators, Social Workers, High School Guidance Counselors and Middle School Team Chairs), shall work one hundred ninety-seven (197) days. Any employees hired on or after September 1, 2011 to work additional days, shall be paid during the next feasible pay cycle and shall be paid their per diem rate for each day in excess of one hundred eighty-five (185) days. All employees under this appendix shall obtain the advance approval from their building principal prior to working days in excess of one hundred eighty-five (185). All employees in this appendix shall submit requests to their building principal in advance of working the days and shall receive approval from their building principal prior to working the days except in emergency situations. Any employees hired to fill a position set forth in this appendix prior to September 1, 2011 shall be grandfathered for the purpose of receiving the stipend, shall work twelve (12) additional days and will be paid one-twelfth of their stipend for each day worked. An updated version of the Differential Day Request and Pay Voucher Form is attached.

	<u>2023-2024</u>	<u>2024-2025</u>	<u>2025-2026</u>
Counselors, etc. 1.0 FTE	\$7,404	\$7,589	\$7,616
Early Education Coordinator	\$7404	\$7,589	\$7,616
ELE Coordinator	\$7404	\$7,589	\$7,616
Reading Recovery Leader	\$7404	\$7,589	\$7,616

At any school with more than 500 students, where the school has both a full-time school psychologist and a full-time special education team chair, both individuals will continue to receive the full differential. It is understood that the same individual cannot receive the differential twice. At schools with fewer than 500 students, where both the team chair and the school psychologist are full-time, the differential and additional days will be split equally between the two.

Department Heads and Team Leaders

The differentials set forth below for department heads and team leaders are in recognition of the extra time and responsibility required to administer the respective departments and teams under the supervision of the building principal.

Team Leaders serving as high school department chairs will work six (6) days beyond the contractual work year of bargaining unit members. Elementary and Middle School team leaders will work five (5) days beyond the contractual work year of bargaining unit members. Department heads shall have a work year of 191 days. Elementary and Middle School Team leaders shall have a work year of 190 days. A minimum of three (3) of these additional days will be for summer leadership training. All department heads and team leaders shall participate in annual summer leadership training. Training shall be provided at no cost to department heads or team leaders and PDPs will be awarded for work performed

	2023-2024	2024-2025	2025-2026
Department Head above 13 or more	\$7,029	\$7,204	\$7,421
Department Head more than 9 up to 13	\$6,536	\$6,700	\$6,901
Department Head more than 5 up to 9	\$5,604	\$5,744	\$5,917
Department Head 5 or less	\$4,668	\$4,785	\$4,928
Alternative Education Director	\$6,536	\$6,700	\$6,901
K-8 Team Leader	\$3,513	\$3,601	\$3,709
HS Team Leader	\$1,170	\$1,199	\$1,235
Regional Responsibilities	\$546	\$560	\$576

***As long as the individual is not also receiving a team leader stipend or an academic coaching stipend.**

The number of department members include a head count of DYEA members who hold a DESE license. If an individual works in two departments, the individual shall be counted proportionately in each department on the percentage of time that the individual works in each department.

High school department heads shall receive an additional team leader differential for serving on the district Teaching and Learning Council (TLC) and for leading district content team meetings.

Workshop Presenters

- A. When a bargaining unit member is asked to volunteer as a “Workshop Presenter” for at least half-day in length, the bargaining unit member will be provided with thirty (30) days’ notice whenever possible.
- B. Bargaining unit members who participate in developing/creating workshops for professional development activities in the district at the request of the administration during the work day as “Workshop Presenters” will receive one (1) hour of preparation time for preparation outside the regular work day for every hour of workshop presentation at the hourly rate listed in Appendix E based upon a three (3) hour session, unless preparation for the workshop is part of the employee’s regular job.

Appendix E. Other Items

Curriculum Study Hour Stipend	\$40.00
Extra Class Teaching Stipend Per Hour	\$40.00
Sick Leave Buy Back	\$40.00
Tutoring	\$40.00
Summer SPED & EL Programs and Credit Recovery	\$40.00
6 hour 42 minute school day	\$4,000 per year

This 6 hour 42 minute stipend will be removed from Appendix E effective with the start of the 2024-2025 school year when the stipend is added to each step on the salary scale.

Appendix F. Using Course Reimbursement Accounts for Workshops to Earn PDPs or CEUs:

Guidelines for those recertifying:

- The PDPs should be directly related to the licensure renewal categories.
- The workshop should be connected to District and School Improvement Goals and be stated on the IPDP's. To monitor this, a copy of the signed IPDP goals should be submitted with the workshop request form.
- The funds should only be used for registration *reimbursement*, not for travel, food or lodging.
- In all cases, grant funds should be used first (i.e. Early Literacy Grant pays for the Reading Recovery conferences)
- Individuals will only be allowed one registration per year for reimbursement to limit the amount of substitute money that is necessary in these situations, unless decided otherwise by the Superintendent or Director of Instruction
- Workshops cannot be substituted for the course requirement obligations for completion of a qualifying course.

For those who are working toward a professional license:

- Funds can be used for approved DESE programs related to coursework in an approved performance review program (i.e. Class measures)

Funds used in the stated ways would not be eligible for horizontal movement on the salary schedule.

Dennis-Yarmouth Regional School District Differential Day Request Pre-Approval and Payment Voucher

"Effective September 1, 2011 and thereafter, anyone hired to fill a position set forth in this appendix (Guidance Counselors, Adjustment Counselors, School Psychologists, Home-School Counselors, Early Childhood Coordinators, English Language Learner Coordinators, Special Education Team Chairs, Technology Coordinators, Social Workers, high school guidance counselors and middle school team chairs), shall work one hundred ninety-seven (197) days. Any employees hired on or after September 1, 2011, shall be paid during the next feasible pay cycle and shall be paid their per diem rate for each day in excess of one hundred eighty-five (185) days. All employees under this appendix shall obtain the advance approval from their building principal prior to working days in excess of one hundred eighty-five (185). All employees in this appendix shall submit requests to their building principal in advance of working the days and shall receive approval from their building principal prior to working the days except in emergency situations. Any employees hired to fill a position set forth in this appendix prior to September 1, 2011 shall be grandfathered and shall continue to receive the stipend set forth in the DYEA Collective Bargaining Agreement."

Instructions:

1. **Employee** will complete section 1, print the form, and submit to the Principal for approval
2. **Principal** will render a decision and return the form to the Employee
3. **Employee** will work the day(s), complete section 2, and submit the form to the Secretary/Business Secretary
4. **Secretary/Business Secretary** will complete section 3, request the Principal's signature, and send form to the payroll office

Section 1

I, _____ request to work a differential day(s) on _____

Position: _____ School: _____

The purpose of the differential day will be to complete the following work:

[Click or tap here to enter text.](#)

The employee certifies this request complies with the requirements of the collective bargaining agreement:

Signature: _____ Date: _____

Approving Authority:

Principal: ☐ Approved ☐ Denied Signature: _____ Date: _____

Section 2

Request for Payment- Voucher (completed by the employee)

Please submit this entire form to payroll within 5 days of your completing the differential day(s).

Last 4 digits of social security: _____

The employee certifies the additional day of work as stated above has been completed:

Employee Signature: _____ Date: _____

Section 3

(completed by the Secretary/Business Secretary)

Account #: _____ Daily Rate: _____ Total Amount: _____

Approving Authority:

Principal: ☐ Approved ☐ Denied Signature: _____ Date: _____

Dennis-Yarmouth Educators Association Agreement

September 2023 —August 2026

EXECUTED THIS DATE

12/11/2023

Michelle Dunn

Michelle Dunn, President
Dennis-Yarmouth Educators Association

Jeni Landers

Jeni Landers, Chair
Dennis-Yarmouth Regional
School District Committee

**MEMORANDUM OF AGREEMENT BETWEEN
THE DENNIS YARMOUTH EDUCATORS ASSOCIATION AND
THE DENNIS YARMOUTH REGIONAL SCHOOL DISTRICT**

This Memorandum of Agreement ("the Agreement") is entered into by and between the Dennis-Yarmouth Educators Association (hereinafter "the Association") and the Dennis-Yarmouth Regional School District (hereinafter "the District") and collectively referred to as "the Parties".

WHEREAS, the Association and the District entered into a Collective Bargaining Agreement (hereinafter "the CBA") in force from September 1, 2023, through and including August 31, 2026; and.

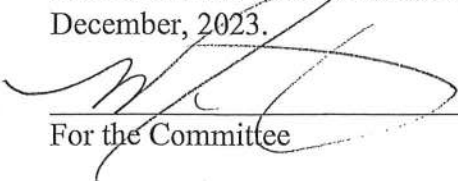
WHEREAS, the District paid a stipend for a cross country coordinator not listed in Appendix B Coaching Salary Schedule;

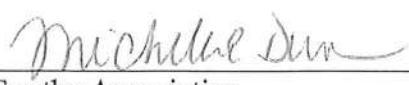
WHEREAS, the Parties have met for the purposes of negotiating over the terms and conditions of this circumstance and;

NOW, THEREFORE, the Parties agree as follows:

1. The terms and conditions set forth in the Collective Bargaining Agreement for the period September 1, 2023, through and including August 31, 2026, shall continue in full force and effect, except as modified by this **MEMORANDUM OF AGREEMENT**.
2. The District and Association agree to continue to pay the Intermediate School Cross Country Coordinator stipend for the 2023-2024 school year in the amount of \$1,020.00.
3. The District and Association agree the Intermediate School Cross Country Coordinator position and stipend will cease to exist at the conclusion of the 2023-2024 school year.
4. This Memorandum of Agreement is for this one circumstance only and sets no precedent.

WHEREFORE, the Association and the District have caused this MEMORANDUM OF AGREEMENT to be executed by their duly-authorized representatives this 19th day of December, 2023.


For the Committee


For the Association