

# **AGREEMENT**

**Between the**

**Dennis-Yarmouth Regional School District**

**and the**

**Dennis-Yarmouth School**

**Administrators' Association**



**July 1, 2023 – June 30, 2026**

## Table of Contents

Preamble	3
Article I. Recognition	3
Article II. Negotiation Procedure and Duration	4
Article III. Committee Rights	4
Article IV. Grievance Arbitration	4
Article V. Evaluation of Administrators	7
Article VI. Sick Leave	8
Article VII. Leave of Absence With Pay	9
Article VIII. Leave of Absence Without Pay	11
Article IX. Parental Leave	11
Article X. Payroll Deduction	12
Article XI. Protection	13
Article XII. Transfers	13
Article XIII. Additional Employment	13
Article XIV. Administrator Discipline	14
Article XV. Association Business Leave	14
Article XVI. Personal Injury Benefits	15
Article XVII. Resolution of Differences by Peaceful Means	15
Article XVIII. Use of School Facilities	15
Article XIX. Professional Consultation	15
Article XX. Non-Discrimination	16
Article XXI. Insurance and Benefits	16
Article XXII. Professional Development and Educational Improvement	17
Article XXIII. Administrative Hours and Work Year	17
Article XXIV. Administrative Assignments	18
Article XXV. Notice of Separation of Employment	18
Article XXVI. Vacancies and Promotions	18
Article XXVII. Savings Clause	19
Article XXVIII. Employment of Retirees	19
Article XXIX. Reduction-in-Force	19
Article XXX. Experience Recognition	20
Article XXXI. Salary Schedule and Work Year	21

This AGREEMENT is made and entered into this October 31, 2023 between the DennisYarmouth Regional School District acting through the DennisYarmouth Regional School Committee (hereinafter referred to as the “Committee” and the Dennis-Yarmouth School Administrators’ Association (hereinafter referred to as the “Association”).

### **Preamble**

- (a) Under the laws of Massachusetts, the DennisYarmouth Regional School Committee has final responsibility for establishing the education policies for the schools 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. In the performance of its duty the School Committee shall comply with all laws which relate to the operation of the public school;
- (c) The School Committee of the DennisYarmouth Regional School District has the responsibility for providing education of the highest possible quality;
- (d) Fulfillment of these respective responsibilities can be facilitated and supported by consultations and free exchange of views and information among the Committee, the Superintendent, and the professional employees in the formulation and application of policies relating to wages, hours, and other conditions of employment for the professional employee.
- (e) Administrators, while employed by the Committee, shall affirm and accept their responsibility to practice their profession according to the highest ethical standards. The members of the DYSAA are members of the Dennis-Yarmouth Regional School District Administrative Team and as such, are expected to perform their duties to the highest standards of the profession and be treated with respect consistent with this status. They shall recognize the supreme importance of the pursuit of truth, the encouragement of scholarship, and the promotion of 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. Administrators are urged to give their attention to the morals and manners of the students in their charge, and so,
- (f) To give effect to these declarations, the following principles and procedures are hereby adopted:

### **Article I. Recognition**

For purposes of collective bargaining with respect to wages, hours’ standards of productivity, and other conditions of employment and negotiations of collective bargaining agreements, the Committee hereby recognizes the Association as the exclusive collective bargaining representative of all Assistant Principals, Deans of Students, and the High School Athletic Director.

## **Article II. Negotiation Procedure and Duration**

**Section One.** The provisions of this Agreement will be effective as of July 1, 2023 and will continue in full force and effect until June 30, 2026.

**Section Two.** Being a mutual Agreement, this instrument may be amended, in writing, and signed by parties thereto, at any time by mutual consent on the part of the Committee and this Association.

**Section Three.** The Committee agrees to enter into negotiation with the Association over a successor Agreement concerning administrators' wages, hours and other conditions of employment on or before October 1, 2025.

## **Article III. Committee Rights**

**Section One.** The 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 Two.** 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 Three.** An arbitrator shall have no power to render a decision or substitute his 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 the power to render a decision only on an interpretation or application of one of the specifically expressed provisions of this Agreement.

## **Article IV. Grievance Arbitration**

**Section One.** A grievance shall be defined as an alleged violation of the specific terms and/or provisions of this Agreement, or any dispute over the interpretation, meaning, or application of the specific terms and/or provisions of the Agreement.

**Section Two.** An aggrieved party must institute proceedings hereunder within ten (10) calendar days (excluding weekends, holidays, and school vacations) of the event or events giving rise to the grievance.

**Section Three.** The time limits indicated herein will be considered maxima unless extended by mutual agreement in writing. All time limits shall be days (excluding weekends and holidays but including school vacations). In the event a grievance is filed but all the steps have not been completed prior to the end of the school year, or if a grievance is filed after the end of the usual school year in June, such grievance may be held in abeyance with the mutual agreement of the parties until the commencement of the school year the following September, at which time the time limitations set out herein shall continue to run.

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

**Section Five.** 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 Six. Procedure.** A grievance shall be initiated at the level at which the decision which initiated the grievance was made.

*Level One.* An administrator with a grievance shall, with or without a representative of the Association, submit the grievance in writing to his/her immediate supervisor within ten (10) calendar days of the date on which the administrator first had knowledge of, or reasonably should have had knowledge of the occurrence. The written grievance shall include a specific reference to the article and section of the bargaining agreement the grievant believes is in violation. Any meeting with reference to the above, shall be held during non-school hours.

*Level Two.* (Where appropriate) In the event that the grievance shall not have been satisfactorily resolved at Level Two, or in the event that no decision has been reached within ten calendar (10) days after the presentation of the grievance to his/her immediate supervisor in Level Two, the grievance shall be referred to the Superintendent by the aggrieved employee or by the Association within ten calendar (10) days of the disposition under Level Two.

*Level Three.* In the event the grievance shall not have been satisfactorily resolved at Level Three, or in the event no decision has been rendered within five (5) calendar days of the Level Three meeting, the grievance shall be referred in writing to the Committee. The Committee shall hear the grievance at the next regularly scheduled meeting and shall issue its decision in writing within ten calendar (10) days following that meeting if a decision is reached; otherwise, within ten calendar (10) days of the following regularly scheduled meeting.

*Level Four:*

- (a) Where the grievance involves the violation of a specific term and /or provision of this Agreement, and if such grievance shall not have been satisfactorily disposed of at Level Four, the Association may refer the unsettled grievance to arbitration in writing within ten (10) calendar days after decision of the Committee under Level Four. The arbitrator shall be selected by agreement between the parties. If the parties are unable to agree upon an arbitrator within fifteen (15) calendar days, the selection shall be made by the American Arbitration Association, in accordance with its rules and regulations.
- (b) The arbitrator will issue his/her 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/her. The arbitrator's decision will be in writing and will set forth his/her 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 expense, 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 be held during nonschool hours. The parties may agree to conduct any arbitration hearing during school hours.

**Section Seven.** 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 Superintendent to renew the contract of, or reappoint, an administrator who has served in the same position for less than three full previous consecutive school years.
- (b) The dismissal, suspension, or demotion of an administrator who has served in the same position less than three full previous consecutive school years.

**Section Eight.** Exclusive Remedy

- (a) In any matter involving disciplinary procedure, suspension, dismissal, removal, or termination, and which is not specifically excluded from arbitration hereunder, the employee may elect arbitration as the exclusive remedy for such matter.
- (b) The arbitration provisions of this agreement will not apply to a grievance unless the employee elects the grievance/arbitration provisions as final and binding and as the exclusive remedy in a matter involving disciplinary procedure, suspension, dismissal, removal, or termination.
- (c) A signed grievance filed by the employee in Level Three of the grievance procedure shall constitute an election hereunder in a matter involving discipline, suspension, dismissal, removal, or termination, shall be justifiable and proper grounds for the school district- to refuse to process the grievance. Such a refusal by the school district shall not constitute a violation of the collective bargaining agreement.
- (d) In matters involving the dismissal or demotion of an administrator who is entitled to review of the dismissal or demotion by arbitration under Massachusetts General Laws, Chapter 71, Section 41, the administrator may elect between arbitration under Article IV, Section Six, Level Five, or arbitration under Massachusetts General Laws, Chapter 71, Section 41.

**Section Nine.** Rights of Administrators to Representation

- (a) Any party in interest may be represented at all stages above Level One of the grievance procedure by a person of his/her own choosing, except that he/she may not be represented by a representative or officer of any labor organization other than the DennisYarmouth School Administrators' Association and its affiliates. Whether or not the party elects to be represented by the Association, the Association shall have the opportunity to have a representative present at all levels above Level One of the proceedings, and shall have the right to state its views at all levels.
- (b) Grievance meetings shall normally be scheduled outside school hours except when a meeting during the school day is desirable for expeditious processing of the grievance

or to produce appropriate information. Attendance by administrators or Association representatives at grievance meetings held during the school day shall constitute authorized absence with no loss of pay.

- (c) Nothing in this Article shall give the Association, MTA or NEA the right to pursue a grievance without the express consent of the individual administrator, and such actions are expressly prohibited.

## **Article V. Evaluation of Administrators**

- A. All administrative personnel covered by this contract shall undergo an annual evaluation. Administrators shall be evaluated in accordance with 603 CMR 35.00: M.G.L. c.69, §1B; c.71, §3 using the Standards and Indicators of Effective Administrative Leadership Practice Rubrics and the Five Step Evaluation Cycle.
- B. Each administrator should create at least three SMART Goals annually : A student learning goal, a professional practice goal, and a school improvement goal.
- C. Administrators will also include staff feedback as a data point in the process of self-evaluation, determination of goals, and establishing their educator plan annually.
- D. An administrator shall have the right to submit a written comment in reference to any material in his/her personnel file and his/her comment shall be reviewed by the Superintendent of Schools and shall be attached to the file copy concerned.
- E. The evaluations of each administrator shall be done by his/her professional supervisors and shall be used to help determine - whether or not administrators who have served in their position for over three (3) years will receive salary increases. Increases in salary may be withheld for documented unsatisfactory performance. In the event that an increase has been withheld from an administrator who has served in his/her position for at least the three previous consecutive years, such increase may be reinstated on a subsequent February 1 upon adequate evidence (proof) of sufficient improvement in the administrator's performance. The administrator shall be informed in writing of any change in his/her status made as the result of evaluations by June 1<sup>st</sup> . Notice of non-renewal will be in writing. Nothing in this paragraph shall prohibit the use of such evaluation for disciplinary or dismissal purposes, in accordance with other provisions of this Agreement.
- F. Each evaluation will include a rating of exemplary, proficient, needs improvement or unsatisfactory and a student impact rating of high, moderate, or low. All evaluations shall be included in the personnel file.
- G. It is to be assumed that administrative evaluation of a less formal, but nevertheless professional, nature will be ongoing throughout a school year.
- H. The provisions of this Article, including the evaluative judgment of the evaluator and/or the substance of any evaluation, shall not be subject to the arbitration provisions 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 arbitration procedures up to and including arbitration.

- I. Notwithstanding any contrary provisions in this Agreement, the following shall not be subject to the grievance' arbitration provision of this Agreement:
  1. The failure or refusal by the Principal or Superintendent to renew the contract of, or reappoint to his/her supervisory position, an administrator with fewer than (3) years in said supervisory position.

## **Article VI. Sick Leave**

- A. Every professional employee covered by this Agreement shall be granted an annual leave of seventeen (17) days without loss of pay for absence caused by illness or injury.
- B. Unused sick leave not used in the year of service for which it is granted shall accumulate up to 240 days.
- C. Sick leave with pay is intended to cover the employee's own incapacitation due to sickness or injury.
- D. 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 provided by the Committee.
- E. Sick Leave Bank
  - (1) A sick leave bank, for use by eligible members of the professional staff covered by this Agreement who have exhausted their own sick leave and who have serious illness, has been established.
  - (2) All members of the professional staff covered by this Agreement shall each make an initial contribution of two (2) days of their annual seventeen (17) days of sick leave in order to fund the bank.
  - (3) The initial grant of sick leave by the sick leave bank committee to an eligible employee shall not exceed thirty (30) days and shall not set a precedent. The maximum number of days bargaining unit members shall be granted by the sick leave bank committee is 211 days over the course of their career as a member of the bargaining unit.
  - (4) Any sick leave granted any individual under the provisions of this section shall expire at the end of the applicable contract year.
  - (5) The sick leave bank shall be administered by a sick leave bank committee consisting of three (3) members. One (1) member shall be designated by the Committee to serve at its discretion, and two (2) members shall be designated by the Association in consultation with the Committee. The sick leave bank committee shall determine the eligibility for the use of the bank and the amount of leave to be granted. The decision of the sick leave bank committee is not subject to grievance/arbitration. The following criteria shall be used by the committee in administering the bank and in determining eligibility and amount of leave:



- (a) Adequate medical evidence of serious illness as documented in a completed Certificate of Health Care Provider form;
  - (b) Prior utilization of all eligible sick leave.
- (6) When unused sick leave bank days reach one third (1/3) of the original contribution (eight (8) days) (made effective September 1, 1975) , all employees covered by the Agreement will be assessed an additional day which will be deducted from their seventeen (17) days annual sick leave.
  - (7) All unused accumulated sick leave bank days contributed by administrators which remain in the DennisYarmouth Regional School District sick leave bank as of August 31, 1975, shall be deposited to the credit of the sick leave bank established under this Agreement.

**F. Payment for Unused Sick Leave**

- (1) Upon death, retirement (under the Teachers' Retirement Act), or layoff from the DennisYarmouth Regional School District of an administrator with ten (10) or more years' service to the District, said administrator or the administrators' estate will receive compensation for unused accumulated sick leave at a daily rate equal to thirteen percent (13%) of the administrator's daily rate in effect at the time of death, retirement, or separation.
- (2) Administrators who have served in the same position for at least the three full previous consecutive school years and are terminated on account of a reduction in force will receive compensation for all unused accumulated sick leave at a daily rate equal to thirteen percent (13%) of the administrator's daily rate in effect at the time of termination.

## **Article VII. Leave of Absence With Pay**

- A. All administrators 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:
  - (1) Religious Holidays Observance of religious holidays not regularly included in the school district holiday schedule. Advance notification to the Superintendent is a prerequisite to the granting of leave for religious observance.
  - (2) 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 nonschool hours, or outside the administrator's work day. The following items of explanation apply:
    - (a) Application for such leave must be made in writing to the Superintendent as soon as possible and, except in the case of emergency, not less than one (1) week in advance in order to assure adequate coverage. Such application will set forth the reasons for such personal leave.

- (b) 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.
- (c) The employee may be required to complete a form certifying that the personal day has been taken.
- (d) "Important personal matters" is meant to cover those needs for which pay is not provided in this Agreement, and not covered elsewhere in this Agreement.
- (e) Personal days shall not be used for recreation, personal business associated with another position, business, or other financially rewarding enterprises of the administrator or relative.
- (f) Members who do not use any or all of their personal days in a fiscal year shall be eligible to have the days converted to sick leave.

B. Serious illness in their immediate family.

- (1) The immediate family shall be considered to include husband, wife, child, parent, brother, sister, grandparent, grandchild and other members of the administrator's household. Such leave shall not exceed eight (8) days and shall be taken or deducted from the seventeen (17) days sick leave provided for in Article VI of this Agreement.
- (2) Serious illness is an illness which, 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. An administrator may use such leave when his/her attendance is required to care for a member of his/her immediate family who is seriously ill and when no person other than the administrator is available for such purpose. Upon returning to school, the administrator shall submit in writing to the Superintendent, the reason such attendance was required. Medical certification may be required by the Superintendent.

C. In addition, the Committee shall allow up to eight (8) consecutive days with pay (for those days on which pay is normally due) immediately following the death of the administrator's spouse, child, son in law, daughter in law, parent, father in law, mother in law, grandparents in law, sibling, grandmother, grandfather, brother in law, sister in law, or grandchildren. Up to five (5) consecutive days with pay shall be allowed immediately following the death of an uncle, aunt, niece, or nephew. Days used in excess of five (5) days shall be deducted from the administrator's sick leave.

D. An employee 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.

E. Additional days with pay may be granted at the sole discretion of the Superintendent. This section will not be subject to the grievance or arbitration provisions.

## **Article VIII. Leave of Absence Without Pay**

- A. A leave of absence without pay or increment of up to one (1) year may be granted to administrators with more than three (3) years of service in the District for the purpose of caring for a sick member of the administrator's immediate family or household.
- B. A leave of absence without pay or increment of up to one (1) year may be granted to administrators with more than three (3) years of service in the District whose personal illness extends beyond the period compensated by sick leave.
- C. Military leave will be granted in accordance with applicable federal and state law.
- D. Other leaves of absence without pay or increment may be granted by the Superintendent to members of the professional staff.
- E. 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 Article VII, Section A (1) cannot be utilized.
- F. 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 employee to the same position which the employee held at the time the leave commenced. If the position is not available, then reasonable efforts will be made to assign the administrator to a substantially equivalent position.
- G. Administrators on leaves of absence without pay may continue to participate in district medical/dental coverage programs as long as they pay one hundred percent (100%) of the premium plus administrative fees.

## **Article IX. Parental Leave**

- A. An administrator who becomes pregnant, whose significant other becomes pregnant, or is adopting a child will notify the Superintendent in writing as soon as possible, but in no event less than eight (8) 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 administrator and ensure continuity of assignments.

- B. The administrator having a child 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 administrator's ability to continue employment as it may require when questioning the health of an administrator in a non maternity related situation.
- C. Administrators on maternity leave will shift from sick leave to leave without pay at that time during the leave when the administrator would otherwise be physically able to return. (See Article VI.)
- D. The administrator may choose to return:

1. As soon as possible, if absent less than twelve (12) weeks;
2. After twelve (12) calendar weeks, and in the event the birth takes place during a vacation period, the twelve week period will commence excluding the vacation or non-work period;
3. At the start of the next school year after the completion of the twelve (12) week period.

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

- E. If either Option D 1 or 2 is selected, the administrator will return to the position held at the commencement of the leave. If Option D 3 is selected, the administrator may be assigned to a position similar to that which she held at the time the leave commenced.
- F. When applicable, increment credit on the salary guide will be given to administrators who actually work more than ninety (90) days, including the time for which sick leave benefits are paid.

### **Article X. Payroll Deduction**

- A. The Committee agrees to deduct from the salaries of its employees dues for the Dennis Yarmouth School Administrators' Association and its affiliates. Written requests on appropriate forms must be filed with the Committee by the third Monday of June.
- B. 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.
- C. Deduction shall be made in installments in specified payroll periods. The Committee will not be required to honor for any month's deduction any changes in authorization that are delivered to it later than three (3) weeks prior to the pay day when the deductions are to be made.
- D. The Committee shall send all dues collected and accumulated to the Association Treasurer.
- E. In order to provide for a nonforfeitable tax sheltered annuity payable upon retirement or termination of employment, administrators 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 his/her employment compensation. Such contract shall specify the premium to be paid toward the annuity and the benefits payable thereunder.
- F. 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.

## **Article XI. Protection**

- A. Any administrator who is assaulted while exercising his/her responsibilities as an employee of the school district shall receive due legal assistance to protect him/her adequately from suit. (Ref.: Chapter 153, Acts of 1964).
- B. If criminal or civil proceedings are brought against an administrator alleging that he/she committed an assault in connection with his/her employment, the Committee may furnish legal counsel to defend him/her in such proceedings if he/she requests such assistance. If the Committee does not provide such counsel and the administrator is exonerated, the Committee will reimburse the administrator for reasonable counsel fees incurred by him/her.

## **Article XII. Transfers**

- A. The Committee and Administrators recognize that the opportunity to transfer for advancement is an incentive for excellence in the school district. Therefore, they agree as follows:
  - 1. When feasible, volunteers will be transferred first.
  - 2. When involuntary transfers are necessary, an administrator's professional background and other qualifications will be considered in determining which administrator is to be transferred. Administrators being involuntarily transferred will be transferred to a comparable position. An involuntary transfer will be made only within areas of certification of the individual and preferably within the same level (i.e. elementary, middle, high school) and only after a meeting between the administrator involved and the Superintendent or his/her designee, at which time the administrator will be notified of the reasons for the transfer. Involuntary transfers will not result in loss of any salary.
  - 3. Notice of transfer will be given to administrators as soon as practical, and under normal circumstances, no later than June 15th, unless mutually agreed upon.
  - 4. Administrators desiring a transfer will submit a written request to the Superintendent stating the assignment preferred. Such a request must be submitted between September 1st and March 1st of each school year, and the request must be renewed each year. All requests will be acknowledged in writing.

## **Article XIII. Additional Employment**

Administrators may apply for any other position in the DennisYarmouth Regional School District, if such employment does not interfere with their normal professional obligations to the district, such determination to be made by the Superintendent of Schools and not subject to the grievance/arbitration procedure.

## **Article XIV. Administrator Discipline**

- A. The Association recognizes the authority and responsibility of the Superintendent and principal for evaluating, reprimanding, suspending, terminating, or taking other action deemed appropriate regarding an administrator for unsatisfactory professional performance or infraction of outstanding rules and regulations.
- B. If a letter of unsatisfactory performance is to be placed in the administrator's personnel file, a meeting between a supervisor and the administrator shall take place. The administrator will be entitled to have a representative and alternates to serve in his/her capacity and assure the supervisor that either the designated representative or alternates will be available within reasonable limitations under the circumstances involved to participate promptly in this proceeding. The Association shall notify the supervisor of the names and addresses of the representative and alternates. 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, if a representative of the Association is not available, then a supervisor may issue a letter of unsatisfactory performance or take other action.
- C. Any formal complaint regarding a professional employee covered by this Agreement made to the Superintendent by any parent, student, or other person, will be called promptly to the attention of the employee, and the complainant identified.
- D. Material in reference to the administrator's conduct, service, character, or personality shall not be made an official entry in a personnel file until the administrator has had an opportunity to review the material. The administrator shall acknowledge that he/she has reviewed such material by affixing his/her signature to the copy to be filed, such signature in no way indicating his/her agreement or disagreement with the contents thereof.
- E. Administrators shall have the right, upon request, to review the contents of their personnel file. Administrators may have a representative of the Association accompany him/her during such review.
- F. An administrator shall have the right to submit a written comment in reference to any material in his/her personnel file, and his/her comment shall be reviewed by the Superintendent of Schools and shall be attached to the file copy concerned.
- G. No administrator who has attained professional status shall be terminated, reprimanded, or reduced in compensation or rank without good cause.
- H. The dismissal of, or the failure to reappoint, an administrator who has not attained professional status is not subject to the grievance or arbitration provisions of this Agreement.

## **Article XV. Association Business Leave**

A representative of the Association will be allowed time to attend an Association Annual Convention without loss of salary.

## **Article XVI. Personal Injury Benefits**

- A. Whenever an administrator is absent from school as a result of personal injury caused by an assault occurring in the course of his/her employment, he/she 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. The Superintendent is the sole determinant as to what constitutes an assault and a decision will be determined within 7 work days.
- B. The Committee will reimburse the administrator for clothing and other personal property damaged or destroyed as a result of assault.
- C. Workmen's Compensation Insurance will be provided by the Committee in accordance with Massachusetts General Laws.

## **Article XVII. Resolution of Differences by Peaceful Means**

**Section One.** The Association recognizes that the membership is prohibited by law from engaging in strikes and the Association agrees that it does not assert the right to strike against the Committee. The Association shall not cause or sponsor, and no professional employee represented by it in the DennisYarmouth Regional School District, shall cause or participate in any strike, work stoppage, slowdown, sanctions, or any other interference with work in the DennisYarmouth Regional School District.

**Section Two.** Employees who participate in any such activity may be disciplined or discharged as the Committee in its 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 Three.** 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.

**Section Four.** In the event of an illegal strike or other illegal job action by employees of the School District, administrators will work to keep schools open under the Superintendent and the Committee. However, in the event the school year is extended due to such strikes or other illegal job practices, additional prorated work days will be granted equal to the number of days administrators work beyond the contracted work year.

## **Article XVIII. Use of School Facilities**

The Association will have Committee approval to use school buildings without cost, at reasonable times, for meetings of its members only.

## **Article XIX. Professional Consultation**

- A. In recognition of the professional standing of administrators and the fact that administrators' 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 DennisYarmouth Regional School District, the

Committee agrees that not more frequently than once in every three (3) months for a duration of no longer than two (2) hours, it or its designated representative, including an administrator 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.

- B. 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.
- C. 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 to 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 XX. Non-Discrimination**

**Section One.** 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 DennisYarmouth Regional School District without regard to race, creed, color, national origin, sex, sexual preference, age, or marital status. The Association will represent equally all persons without regard to membership or participation in the Association.

**Section Two.** 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 preference or marital status without regard to membership or participation in the Association.

## **Article XXI. Insurance and Benefits**

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

**Section Two.** Upon retirement from the DennisYarmouth Regional School District an employee may, at his option, be included in the Health and Accident plan of the District. The District will continue to contribute sixty percent (60%) of the total cost.

**Section Three.** A comprehensive dental plan at sixty percent (60%) District contribution shall be part of insurance benefits.

**Section Four.** Health and accident insurance shall be available to cover dependent students of employees through age twentythree (23).

**Section Five.** Term life insurance shall be available to employees up to five thousand dollars (\$5,000) with the district's contribution at sixty percent (60%) of the total cost.



**Section Six.** 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 September 17, 1991, providing for pretax payment of employee contributions for group insurance coverage.

**Section Seven.** If an Employee Assistance Program (EAP) is offered to employees of the Dennis-Yarmouth Regional School District, members of the DYSAA will be offered coverage consistent with that offered to other employees.

## **Article XXII. Professional Development and Educational Improvement**

A. Administrators, with the approval of the Superintendent, are entitled to a leave of absence without loss of pay to attend professional meetings, conferences, workshops, or visitations, in the interest of the schools, or for other justifiable reasons. Request for such leave must be made in writing to the Superintendent at least one (1) week in advance.

B. B. Mentors:

Each new Assistant Principal who has not served in the role for at least 3 years will be provided a mentor. Additionally, bargaining unit Assistant Principals who provide support to new Assistant Principals assigned by the Superintendent will receive a \$400 stipend. The mentor program must meet all DESE guidelines for license progression.

C. MSAA Membership: The district will pay for the membership of all Assistant Principals to the MSAA.

## **Article XXIII. Administrative Hours and Work Year**

A. The administrator shall devote all of the time necessary for the discharge of his responsibilities to his employment hereunder, provided however that, with the approval of the Superintendent, he/she may undertake consultant work, speaking engagements, lecturing, or other professional duties and obligations.

B. All members of the bargaining unit shall work 260 days per year, inclusive of paid holidays and vacation days, and will include working all days as assigned to teachers (currently 185 days).

Written requests for vacation days shall be made in advance and with approval of the appropriate Principal and typically taken during a school vacation, July and August. Requests for vacation days that include a teacher work day will require the approval of the Superintendent.

In addition to 11 paid holidays, the following vacations days are assigned to bargaining unit members:

Assistant Principals: 38 vacation days  
Dean of Students: 49 vacation days  
Director of Athletics: 29 vacations

- C. No stipend shall be received for such consultation etc. which takes place during the time when the administrator would normally have a professional obligation to the district. In unusual circumstances, in the best interest of the district, the Superintendent may authorize use of a non-workday to enable the receipt of a stipend.

#### **Article XXIV. Administrative Assignments**

Each member of the Association shall hold a license issued by the Massachusetts Department of Education for the position in which he/she is employed.

#### **Article XXV. Notice of Separation of Employment**

A sixty (60) day written notice shall be required of all administrators prior to their resignation from their current positions.

#### **Article XXVI. Vacancies and Promotions**

- A. The filling of vacancies within the DennisYarmouth Regional School District is the responsibility of the Superintendent.
- B. Whenever a vacancy occurs in either an established or newly created position during the school year (SeptemberJune), it will be adequately publicized by means of an electronic notice as soon as the vacancy occurs. Vacancies resulting from an administrator's resignation after July 1 may be filled without posting, but the Superintendent shall notify the president of the Association regarding such openings.
- C. All such notices shall set forth the specifications and qualifications for the position and the date by which applications shall be filed with the Superintendent. Notice of such vacancy shall remain posted for ten (10) days before applications are closed.
- D. An opening will not be publicized when, in the judgment of the Superintendent, it may be filled by a person on leave of absence from the DennisYarmouth Regional School District.
- E. The filling of vacancies, including advancements or promotions, shall be based upon the Superintendent's judgment as to what will best serve the interests of the students, and the Superintendent will give due consideration to the professional background (attainment), knowledge, ability, skill, efficiency, attendance, physical condition, general health, and personality of the applicants, and other relevant factors.
- F. Whenever the above factors are equal in the judgment of the Superintendent, preference will be given to professionals already employed by the Superintendent. It is recognized that the final decision as to the filling of vacancies and promotions must rest with the Superintendent and that the Superintendent's decision will not be subject to the arbitration provisions of this Agreement. Nothing in this Agreement shall prevent the Committee or Administration from making acting appointments in the best interests of

the educational needs of the district until positions can be filled with permanent appointments.

### **Article XXVII. Savings Clause**

- A. 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.
- B. 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 XXVIII. Employment of Retirees**

Employment terms for individuals who are covered by Article I of this contract and who are retired from the Massachusetts Teacher Retirement System or another public retirement system which has regulations which impact the terms and conditions of employment, will be determined, as needed, by agreement among the DYSAA, the individual, and the Superintendent of Schools.

### **Article XXIX. Reduction-in-Force**

**Section One.** The School Committee will make every effort to effectuate any required reduction-in-force through attrition. Any other reduction-in-force shall be determined by a formula which takes into consideration certification, seniority, and professional performance in the categorical position being eliminated as defined in Section 4.

**Section Two.** Seniority will be from the initial date of employment (not date of appointment) in the position, and professional performance shall be based upon the evaluations of the administrator.

**Section Three.** In the event an administrator's professional performance is evaluated to be of a significantly lesser quality than the professional performance of a junior member in the same category, then the junior member may be retained.

**Section Four.** Position Categories:

- A. Assistant Principal High School
- B. Assistant Principal/Athletic Director – High School
- C. Assistant Principal - Middle School
- D. Assistant Principal - Elementary
- E. Dean of Students
- F. Athletic Director

This listing of positions in categories does not constitute a commitment to maintain them; however, it is recognized that the salary and work year which results in any changing of responsibilities is subject to negotiations. Any changes in the responsibility of an administrator does not constitute grounds for opening negotiations of the administrator's salary because of change of responsibilities.

**Section Five.** In the event an administrator involuntarily assumes an administrative position paying less than his/her current salary, he/she will maintain the level of pay last received for performing the duties of the original position until such time as the salary for the new position equals this original pay.

This clause does not apply to an administrator who is reduced in force and is offered a position as a teacher to fill a vacancy for which he/she is qualified. NOTE. Administrators do not have "bumping" rights to positions covered by the DYEPA or other bargaining groups.

**Section Six.** Administrators laid off under this Article shall have the option of choosing an involuntary leave of absence without pay for twelve (12) months. Such a leave shall be renewed by the Committee at the request of the administrator for an additional twelve (12) month period. Such administrators shall be considered for recall in the reverse order of their layoff within their category for a period of twentyfour (24) months from the effective date of their layoff. Such employees shall be notified by the Superintendent concerning any such positions in the system for which they may be qualified and shall be given preference in the filling of such positions. Failure to accept such offerings within fifteen (15) days of such offerings will result in the administrator forfeiting his/her recall rights.

**Section Seven.** An administrator who refuses a lower paying position does not lose his/her rights to recall under Section Six.

Administrators serving a recall period may continue group health and life insurance coverage as provided at their expense during the two (2) year recall period, if permitted by the insurance company.

## **Article XXX. Experience Recognition**

Bargaining unit members shall receive experience recognition pay on a yearly basis.

Effective July 1, 2023 experience recognition will be paid for total years of service as a Principal, Assistant Principal, Dean or Athletic Director in a public school district (Example: An employee who has completed the requisite number of years of service listed below as of September 1 will receive a experience recognition payment in the first pay period of that school year).

The amounts shall be as follows:

- a. Completed 5 years of service - \$3000
- b. Completed 10 years of service - \$3500
- c. Completed 15 years of service - \$3750
- d. Completed 20 years of service - \$4000

## Article XXXI. Salary Schedule and Work Year

All Administrators will be paid using the direct deposit system. Pay stubs will be provided via email.

Salary Ranges: The following salary ranges shall become effective for all administrators as of July 1, 2023:

	FY24	FY25	FY26
a. Deans of Students (all levels)	\$100,000	\$102,500	\$105,575
b. Assistant Principals			
i. Elementary and Middle School	\$111,000	\$113,775	\$117,188
ii. High School	\$115,206	\$118,086	\$121,629
c. Athletic Director	\$111,000	\$113,775	\$117,188

Once employed by the Superintendent, the administrator will be eligible to receive all contractually agreed upon increases.

Effective July 1, 2025, bargaining members who hold an advanced degree with official transcripts as part of their personnel file may apply for a stipend for an additional degree beyond the first Master's degree by notifying the Director of Human Resources by June 15, 2025. The compensation will be as follows:

- Level I: Holding a second Master's degree, Educational Specialist degree, or Certificate of Advanced Graduate Study in the field of education and/or leadership: \$1,000 annually paid bi-weekly during the regular payroll cycle.
- Level II: Holding a Doctorate in Education or closely related field: \$2,000 annually paid bi-weekly during the regular payroll cycle.

Bargaining members who earn a degree beyond the first Master's degree after July 1, 2025 may apply for additional compensation at the rate set above by submitting an official transcript to the Director of Human Resources no later than June 30th and the compensation will be effective the following fiscal year. Bargaining Unit members are strongly encouraged to seek guidance from the Superintendent of Schools prior to commencing graduate level work to ensure the degree will qualify for the stipend.

It is the intention of the School Committee to award one annual stipend at either level.

For FY24, all bargaining unit members already employed by the District will receive an increase as identified in the salary table above.

For FY25, all bargaining unit members already employed by the District will receive an increase of two and one-half percent (2.5%) to their existing salaries.


For FY26, all bargaining unit members already employed by the District will receive an increase of three percent (3%) to their existing salaries.


# Dennis-Yarmouth School Administrators' Association Agreement

September 2023 — August 2026

EXECUTED THIS DATE

11/16/2023

  
Dennis-Yarmouth Educators Association

  
Jeni Landers, Chair  
Dennis-Yarmouth Regional  
School District Committee