

**COLLECTIVE BARGAINING  
AGREEMENT**

**BETWEEN THE**

**EASTON SCHOOL COMMITTEE**

**AND THE**

**EASTON EDUCATORS' ASSOCIATION**

**CONTRACT PERIOD**

**SEPTEMBER 1, 2015**

**TO**

**AUGUST 31, 2018**

## **PREAMBLE**

The Easton School Committee and the Easton Educators' Association recognize that, in a democratic society, education must be a continuous evaluation and active promotion of all universal truths; that each child is entitled to an educational program designed to meet his/her specific educational needs; that each child is entitled to instruction by Personnel professionally qualified and adequate in number in order that education of the highest quality may be the effective result; that more attention should be devoted to the constructive guidance of leisure time and in-school time activities of students; that commensurate with quality education is the need for good morale within the teaching staff; that both the Committee and the Association view the consideration of matters of mutual concern as a joint responsibility. The Committee and the Association further recognize that class size can be an important factor in good education and the Committee will, subject to space availability and all other educational considerations, ensure that class size is conducive to an effective teaching-learning atmosphere.

## **ARTICLE I - RECOGNITION**

The Committee recognizes the Association for the purpose of collective bargaining as the exclusive representative of units consisting of all professional employees of the Easton School System falling into any one of the following categories:

### **Unit A**

All classroom teachers or teachers of remedial or special education, including department heads, academic coaches, professional guidance personnel serving pupils directly in a counseling capacity (excluding the Director of Guidance), school psychologists, adjustment counselors, Oliver Ames High School librarian, and nurses.

## **ARTICLE II - NEGOTIATIONS PROCEDURES**

- A. This Agreement is a complete Agreement between the parties. No other agreements, understandings, or practices shall be controlling or construed in any way to add to, subtract from, or otherwise modify the provisions of this Agreement.
- B. The failure by the Committee or any of its agents or by the Association in one or more instances to observe or enforce any specific provision of this Agreement shall not be construed to be a waiver or modification of said provision.
- C. Not later than February 15, 2018, of the last year of this contract, the Committee agrees to enter into negotiations with the Association over a successor Agreement reached with the Committee and the Association which will be reduced to writing, and will be signed by the Committee and the Association.

## **ARTICLE III - GRIEVANCE PROCEDURE**

### **A. DEFINITION**

A grievance is hereby defined as a written complaint from an individual or group that there has been a violation or misinterpretation of a specific provision or provisions of this Agreement. Any matter which is not covered by the provisions of this Agreement shall not be subject to a grievance.

### **B. PURPOSE**

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems or disputes, which may arise from time to time. Both parties agree that these proceedings should be kept as informal and confidential as may be appropriate at any level of this procedure.

A grievance which affects a group of teachers from more than one building may be submitted in writing by the Association, to the Superintendent directly, and the processing of such grievance shall be commenced at Level Two.

Nothing herein contained will be construed as limiting the right of any individual or group having a grievance to discuss the matter with any appropriate members of the administration; and the grievance may be adjusted without intervention of the Association, provided that the adjustment is not in conflict with the provisions of this Agreement, and that the Association has been given the opportunity to be present at such conference.

No reprisals of any kind shall be taken by any party of this contract against any party-in-interest, any witness, or any other participant in the grievance procedure for reason of such participation.

A grievance not initiated within the time specified below shall be deemed waived. Failure to appeal a written decision on a grievance within the time limits specified below, unless an extension of time is mutually agreed upon, will mean the grievance shall be considered settled on the basis of the decision made, and shall not be eligible for further appeal.

### **C. PROCEDURES**

#### **1. LEVEL ONE**

An individual or group with a grievance shall, with or without representation of the Association, file it with the appropriate Principal or immediate Supervisor within ten (10) school days (or when school is not in session, fifteen (15) working days, excluding Saturdays, Sundays, and holidays) from the day of the event upon which the grievance is based, or from the date when the individual or group had or should have had knowledge of the event. Any meeting with reference to the above shall be held during non-teaching hours.

2. LEVEL TWO

- a. In the event that the grievance shall not have been disposed of to the satisfaction of the aggrieved individual or group at Level One, or in the event that no decision has been reached within eight (8) school days (or when school is not in session ten (10) calendar days after filing the grievance at Level One), the grievance shall be referred, in writing, to the Superintendent of Schools within four (4) school days (or when school is not in session, five (5) calendar days) of the disposition under Level One.
- b. Within eight (8) school days (or when school is not in session ten (10) calendar days), after the receipt of the written grievance by the Superintendent or designee from the administration, the Superintendent or designee shall meet with the aggrieved individual or group and said President and/or members of the Association designated by him/her, in an effort to settle the grievance.

3. LEVEL THREE

In the event that the grievance shall not have been disposed of at Level Two, or in the event that no decision has been rendered within eight (8) school days (or when school is not in session ten (10) calendar days) after the Level Two meeting, the grievance shall be referred in writing to the School Committee. At its next regular School Committee meeting or at a special meeting called for the purpose of considering the grievance, the School Committee shall meet with the Association in an effort to settle the grievance. In the event that either the Association or the Committee elects to retain counsel to present its views at the Level Three meeting, the party so electing shall inform the other at least four (4) school days prior to the Level Three meeting.

4. LEVEL FOUR

In the event that the grievance shall not have been settled to the mutual satisfaction of the Association and the Committee at Level Three, or in the event that no decision has been rendered within eight (8) school days (or when school is not in session ten (10) calendar days) after the Level Three meeting, either the Association or the Committee may elect to submit the grievance to arbitration by submitting written notice to the other party under the following procedures and conditions:

- a. The arbitrator is to be mutually selected by the Committee and the Association. If the Committee and the Association cannot agree on arbitrator selection within twelve (12) school days or sixteen (16) calendar days after receipt of written intent to seek arbitration, either party may request the American Arbitration Association to provide a panel of arbitrators, said arbitrator then to be selected according to the rules of the American Arbitration Association.

- b. The fees of the American Arbitration Association and of the arbitrator and the expenses of any required hearings shall be shared equally by the Committee and the Association, but each party shall bear the expense of its own representatives, participants, witnesses, and for the preparation and representation of its case.
- c. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact with reasons and conclusions. The Arbitrator shall arrive at the decision solely upon the facts, evidence, and contentions presented by the parties through the arbitration proceedings. The arbitrator shall have no power to add to, subtract from, or modify any of the provisions of this Agreement, and in reaching his/her decision shall interpret the Agreement in accordance with the commonly accepted meaning of words used herein and the principle that there are no restrictions intended on the rights or authority of the Committee other than those expressly set forth in this Agreement. Subject to the foregoing, the decision of the arbitrator shall be submitted to the Committee and the Association and shall be final and binding upon the Committee, the Association, and the individual or group who initiated the grievance.
- d. Notwithstanding anything to the contrary, no dispute or controversy shall be the subject for arbitration unless it involves the interpretation or application of one or more specific provisions of this Agreement.

#### **ARTICLE IV - SALARIES**

- A. The salaries of all persons covered by this Agreement are set forth in Appendix A, Appendix B, and Appendix C, which is attached hereto and made a part hereof.
- B. Pay adjustment for all schedules will be made in September and February. Personnel will be required to submit official transcripts at a time that will allow sufficient time for pay adjustments to be made.
- C. **Definition of Degrees and Advanced Graduate Study:**
  - 1. Bachelor's Degree is defined as a Baccalaureate Degree earned at an accredited college or university.
  - 2. Bachelor's plus 15 hours shall be defined as fifteen (15) semester hours of credit beyond the Bachelor's Degree earned at an accredited college or university and which satisfies one but not a combination of the following conditions:
    - a. Courses which add to the skills or knowledge of the teacher and which the teacher can apply directly to his/her current major assignment.

- b. Courses in a Degree program which is directly related to a teacher's current major teaching assignment.
- 3. Master's Equivalency shall be defined as thirty-nine (39) semester hours of credit beyond the Bachelor's Degree earned at an accredited college or university and which satisfies one but not a combination of the following conditions:
  - a. Courses which add to the skills or knowledge of the teacher and which the teacher can apply directly to his/her current major assignment.
  - b. Courses in a Degree program which is directly related to a teacher's current major teaching assignment.
- 4. Master's Degree is defined as a graduate degree earned at an accredited college or university.
- 5. Master's plus 15 hours shall be defined as fifteen (15) semester hours of graduate credit beyond the Master's degree, earned at an accredited college or university, and which satisfies one but not a combination of the following conditions:
  - a. Courses which add to the skill or knowledge of the teacher and which the teacher can apply directly to his/her current major assignment.
  - b. Courses in a degree program which are directly related to the teacher's current major assignment.
- 6. The Master's plus 30 hours shall be defined as thirty (30) semester hours of graduate credit beyond the Master's Degree earned at an accredited college or university, and which satisfies one but not a combination of the following conditions:
  - a. Courses which add to the skills or knowledge of the teacher and which the teacher can apply directly to his/her current major assignment.
  - b. Courses in a degree program which are directly related to the teacher's assignment.
- 7. Master's plus 45 hours shall be defined as forty-five (45) semester hours of graduate credit beyond the Master's Degree earned at an accredited college or university and which satisfies one but not a combination of the following conditions:
  - a. Courses which add to the skills or knowledge of the teacher and which the teacher can apply directly to his/her current major assignment.

- b. Courses in a Degree program which are directly related to a teacher's current major teacher assignment.
- 8 A second (double) Master's is defined as the completion of a program separate from an individual's first Master's Degree.
  - 9 The Certificate of Advanced Graduate Study and Certificate of Advanced Study is defined as the completion of a specific graduate program beyond the Master's Degree at an accredited college or university.
  10. The Doctoral Program is defined as the completion of a minimum of thirty (30) credit hours toward the Doctorate, and acceptance and continuance in a bona fide Doctoral Program at an accredited college or university.
  11. The Doctorate is defined as the completion of a Doctor's Degree at an accredited college or university program beyond Master's Degree.

\*Major teaching assignment is defined as sixty percent (60%) or more of the current assignment at the secondary level.

**D. Committee of Academic Review**

A committee consisting of six (6) members will meet to review pertinent information for the following reasons:

1. By request of an interested party in the event of disqualification of application for placement in an advanced credit salary column.
2. To approve undergraduate courses to be taken for advanced credit. The Committee will consist of the following: the Superintendent of Schools, two (2) representatives of the Easton School Committee, two (2) representatives of the Easton Educators' Association, and the President of the Easton Educators' Association.

**E. Experience Credit for Salary Schedule Placement:**

1. Teachers who have full-time teaching experience in elementary or secondary schools prior to joining the faculty of the Easton Public Schools will receive credit for salary schedule placement as follows:
  - a. Teachers who have been teaching full-time during school year prior to joining the Easton faculty, and teachers who have been away from teaching one (1) year or less will receive one (1) step credit for each year of full-time teaching experience.
  - b. Teachers who have been away from teaching more than one (1) year, but

less than six (6) years, will receive one (1) step credit for each two (2) years of full-time teaching experience.

- c. Teachers who have been away from teaching six (6) or more years will receive one (1) step credit for each three (3) years of full-time teaching experience.
  - 2. Teachers who have had full-time teaching experience at the college level will receive half of the step credit given under provisions 1a, 1b, and 1c above.
  - 3. Teachers who have served on active duty in military service for one (1) year or more will receive one (1) step credit on the salary schedule.
  - 4. The maximum credit for previous experience is six (6) years, and no teacher new to the school system may be placed higher than Step 7 on the salary schedule, unless the School Committee decides such placement is in the best interest of the School System.
- F. Experience as a part-time teacher for more than half of the teacher work year shall qualify for step credit on the salary schedule. More than half time shall be defined as follows:
- 1. Elementary teachers – based on six (6) hour day four (4) or more hours per day.
  - 2. Secondary teachers - based on six (6) periods four (4) or more periods per day.
  - 3. Regarding the six (6) day cycle at the Easton Middle School, an average of more than fifty percent (50%) of the time.
  - 4. A workload of at least three (3) full days per week on a full-time basis.
  - 5. The benefits received by part-time teachers working more than half-time as defined above are:
    - a. Full Health benefits.
    - b. Movement to next step on salary schedule.
    - c. Prorating of salary and all other benefits provided in the Contract except funeral leave. All teachers will receive the same funeral leave benefits.

More than half of a work year for a full-time teacher shall be defined as being in pay status for ninety-two (92) or more workdays in a work year.

Experience as a part-time teacher who is not more than half-time, or a full-time teacher who has not been in a pay status for more than half of a work year, as provided above, shall not qualify for step credit on the salary schedule. It is the

intent of the Committee to employ full-time professional employees wherever possible.

- G. Easton School Nurses without a Master's Degree shall attain Step 10. Nurses with a Master's degree have a maximum attainment of Step 11.
- H. All teachers shall be required to have their regular and longevity paychecks directly deposited to a banking institution of their choosing.

### **APPENDIX A**

- A. It will be the policy of the School Committee to grant increments on the following basis. Increments will be granted to those teachers who:
  - 1. Show a spirit of cooperation with fellow members of the instructional staff and those charged with the administration and supervision of the school program.
  - 2. Show evidence of continued efforts to improve their daily work in the classroom.
  - 3. Continue to keep abreast of modern developments in their field.
- B. Incremental pay increases shall become effective on September 1<sup>st</sup> of that year.
- C. The payment of annual salaries will be in either of the following methods:
  - 1. Current payment 26 payments, however all staff must take a lump sum payment for pay periods 22-26.
  - 2. Staff may elect to have their salary in 21 equal payments, September through June.
  - 3. The payroll office will develop a form to be distributed to staff in May, preceding the next contract. This will enable staff to make their selection in a timely manner.
- D. A teacher who served less than one (1) full school year is entitled to receive as basic salary only an amount that bears the same ratio to the established annual basic salary as the time he/she served bears to the annual school term. Example: A teacher whose basic salary is \$10,000 and who teaches only one hundred twenty (120) days; his /her salary for the year will be 120/182 of \$10,000 or \$6,593.
- E. In adopting this schedule, the School Committee expresses a policy, which it expects to follow in fixing salaries. The School Committee will make every reasonable effort to

maintain this schedule, but it reserves the right to deviate when it appears to be in the best interest of the school children of Easton.

## **APPENDIX B**

### **A. Guidance Ratio Salary Schedule**

Guidance Counselors	1.19*
School Psychologist	1.13**

\*Guidance counselors employed in Easton prior to the 2015-2016 school year shall be grandfathered at their current ratio. Guidance counselors newly hired for the 2015-2016 school year and beyond shall have a ratio of 1.11. *[See also Article VIII (Workday and Year) Section B reflecting work year.]*

\*\*School Psychologists employed in Easton prior to the 2015-2016 school year shall be grandfathered at their current ratio, day, and work year subject to their current FTEs (i.e., if the individual's position was .6 FTE, the individual would not receive additional proportional days/ratio if his/her FTE were to increase). School Psychologists employed prior to the 2015-2016 school year will continue to perform the duties associated with coordination of special education, until and unless the District employs a Special Education Coordinator for the grade level(s) to which the School Psychologist is assigned. It is understood that effective with the 2015-2016 school year Special Education Coordinators will be assigned to grades levels PreK-2 and 3-5. As individuals currently employed as School Psychologists leave the District or transfer to other positions within the District, the District will have the option of replacing the School Psychologist position with a Special Education Coordinator at the Middle School and High School. School Psychologists newly hired for the 2015-2016 school year and beyond will not receive a ratio, will work the same work year as other Unit A members not subject to ratios, and will not be expected to perform the duties associated with coordination of special education.

### **B. Maximum Annum Salary Adjustment**

1. After eleven (11) years of service in Unit A in the Easton Public Schools, employees shall receive an annual stipend of six hundred dollars (\$600).
2. After sixteen (16) years of service in Unit A in the Easton Public Schools employees shall receive an annual stipend of one thousand dollars (\$1,000).
3. After twenty-one (21) years of service in Unit A in the Easton Public Schools, employees shall receive an annual stipend of one thousand four hundred dollars (\$1,400).

4. After twenty-six (26) years of service in Unit A in the Easton Public Schools, employees shall receive an annual stipend of two thousand seven hundred dollars (\$2,700).
5. After thirty-one (31) years of service in Unit A in the Easton Public Schools, employees shall receive an annual stipend of three thousand two hundred dollars (\$3,200).
6. The above stipends shall not be cumulative.
7. Bargaining unit members shall have the option of having Maximum Annum Salary Adjustments added to their annual salary or receiving such compensation in a lump sum separate check on the Wednesday next following the first pay period in September.

Note 1: The maximum salary for non-degree teachers is Step 10 Bachelor's Level.

Note 2: Teachers with Master's Equivalency status can move to Master's Maximum and can move to Master's Plus 15 and Master's Plus 30 levels after completing appropriate course work.

## **APPENDIX C**

### **A. Factors to be considered in determining Department Head Salaries:**

1. Basic salary for Department Heads:

Effective September 1, 2012 - \$3,054.00

Effective September 1, 2013 - \$3,115.00

Effective September 1, 2014 - \$3,209.00

2. In addition, Department Heads shall be paid by the following amounts for each teacher in the department or fraction twenty percent (20%) or larger thereof:

Effective September 1, 2012 - \$136.00

Effective September 1, 2013 - \$139.00

Effective September 1, 2014 - \$143.00

3. The X-factor shall be as follows:

Effective September 1, 2012 - \$1,196.00 - \$2,866.00

Effective September 1, 2013 - \$1,220.00 - \$2,923.00

Effective September 1, 2014 - \$1,256.00 - \$3,011.00

This is to be determined by performance, responsibility, supply and demand, inventory, equipment, books, material, and safety. This sum would be determined by the Easton School Committee upon recommendation of the Superintendent of Schools after consulting with the particular Department Head.

		15/16	16/17	17/18
A.	Home Teaching (per hour)	38.84	39.62	40.81
B.	Workshop Presentation	80.00/ws	80.00/ws	80.00/ws
C.	Curriculum Leaders	2000	2000	2000
D.	Lead Nurse	4461	4550	4687
E.	Ticket Gate Manager	2355	2402	2474
F.	Senior Class Advisor	3049	3110	3203
G.	Junior Class Advisor	2541	2592	2670
H.	Sophomore Class Advisor	1271	1296	1335
I.	Freshman Class Advisor	1271	1296	1335
J.	OAHS Student Council	3049	3110	3203
K.	OAHS National Honor Society	1271	1296	1335
L.	OAHS Yearbook Advisor	2380	2427	2500
M.	OAHS Yearbook Financial Advisor	1042	1063	1095
N.	Medium	892	910	937
O.	Olivian	1524	1555	1601
P.	OAHS Math Team	1271	1296	1335
R.	OAHS Art Club	659	672	692
S.	OAHS Architectural/Engineering Club	659	672	692
T.	DECA	1271	1296	1335
U.	Future Teachers of Am. Club	1271	1296	1335
V.	OAHS Gay Straight Alliance	659	672	692
W.	Best Buddies Advisors	667	680	700
X.	OAHS Green Team	659	672	692
Y.	Science League Competition	1271	1296	1335
Z.	Science Olympiad	1271	1296	1335
AA.	Envirothon Advisor	667	680	700
BB.	OAHS Spanish Club	659	672	692
CC.	OAHS French Club	659	672	692
DD.	Foreign Exchange Advisor	0	0	0
EE.	Foreign Travel Advisor	825	842	867
FF.	Washington Close Up Advisor	667	680	700
GG.	EMS Student Council	1271	1296	1335
HH.	EMS National Junior Honor Society	893	911	938
II.	EMS Math Team	635	648	667
JJ.	EMS Yearbook Advisor	598	610	628
KK.	EMS Student of the Month Program	659	672	692
LL.	HANDS Advisor	667	680	700
MM.	Peer Mediation Coordinators (4)	825	842	867
		825	842	867

		825	842	867
		825	842	867

NN-1.	Peer Assistant Leader (PAL) -2 EMS	825	842	867
		825	842	867
		825	842	867
NN-2.	Multicultural Club - OAHS	825	842	867
OO.	Social Competency Leader - Open Circle	667	680	700
PP.	Elementary Math/Science Literacy	743	758	781
		743	758	781
		743	758	781
		743	758	781
		743	758	781
QQ.	Drama Coach	2541	2592	2670
RR.	Oliver Ames Musical	3271	3337	3437
SS.	Musical Director	1271	1296	1335
TT.	TRI-M Music Director	659	672	692
UU.	Marching Band Director	5075	5177	5332
VV.	Percussion Coordinator	2422	2470	2545
WW.	Marching and Maneuvering	1907	1945	2003
XX.	Marching Band Visual Designer	2422	2470	2545
YY.	Color Guard Coordinator	2422	2470	2545
ZZ.	Color Guard Assistant	1907	1945	2003
AAA.	Assistant Music Advisor	1907	1945	2003
BBB.	Concert Band/Jazz Director	6348	6475	6669
CCC.	Full Chamber Orchestra	2541	2592	2670
DDD.	Pit Band Director	1209	1233	1270
EEE.	Show Choir	2422	2470	2545
FFF.	OAHS Show Choir Choreographer	2445	2494	2569
GGG.	EMS Jazz Band	3652	3725	3837
HHH.	EMS Show Choir Director	1209	1233	1270
III.	6th Grade Jazz Band	447	456	470
JJJ.	6th Grade Show Choir	447	456	470
KKK.	OAHS Mock Trial	666	679	699
LLL	OAHS SAAD	666	679	699
MMM	OAHS Robotics Club	666	679	699
NNN	OAHS Latin Club	666	679	699
OOO	OAHS Wellness Center Coordinator	666	679	699
PPP	EMS Show Choir Assistant	666	679	699
QQQ	EMS Junior Chamber Orchestra	666	679	699
RRR	EMS Robotics Club	666	679	699
SSS	EMS Earth Squad	666	679	699
TTT	EMS Freedom Writers	666	679	699
UUU	EMS National History Day Coordinator	666	679	699
VVV	Wiffleball Club	666	679	699

WWW	Ultimate Frisbee Coach	666	679	699
XXX	Hockomock Model Senate	621	633	652
YYY	EMS Video Club	621	633	652
ZZZ	School on Wheels	621	633	652

If more than one teacher fills any of the above positions, the stipend shall be divided among those teachers.

Effective 2015, three additional stipends: one Mentor Program Coordinator will be paid \$2000 and two Mentor Program Facilitators will be paid \$300.00 each.

Activities covered: Evening and weekend activities except afternoon athletic events and graduation activities.

### **ARTICLE V- PAYROLL DEDUCTIONS**

**A. Dues**

The Committee agrees to deduct from the salaries of its employees dues for the Easton Educators' Association, Massachusetts Teachers Association, and the National Education Association as said employees individually and voluntarily authorize the Committee to deduct and to transmit the monies promptly to such association or associations. Employees' authorization will be in writing in the form set forth by the Massachusetts Teachers Association.

**B. Financial Institution**

Upon written request by teachers payroll deductions will be made for membership and participation in any financial institution authorized by specific agreement between the School Committee and the Easton Educators' Association and authorized by Massachusetts statutes.

### **ARTICLE VI- TUITION PAYMENT**

**A.** The Easton School Committee will reimburse nine hundred and fifty dollars (\$950) for courses which show a direct relationship to the individual's current assignment or courses in a Degree program, which are directly related to the employee's current major assignment. These courses must be approved by the Superintendent of Schools prior to their being taken and a transcript from the college, along with a receipt of tuition paid, must be presented upon completion of the course in order to qualify for payment. Available vouchers can be used for any course.

**B.** Speech & Language Therapists, Occupational Therapists, Nurses and Psychologists may access seven hundred dollars (\$700) per school year (September 1<sup>st</sup> to August 31<sup>st</sup>) in order to acquire the Continuing Education Units necessary to maintain a license.

- C. The provision of this article should not exceed the budgeted amount for that fiscal year, nor shall less than fifteen thousand dollars (\$15,000) be budgeted in any fiscal year.
- D. If a course is taken for degree credit, it must meet the requirements of the college or university, and the grade must insure continuation in the program.
- E. Voucher courses are subject to the same conditions as tuition courses in order to qualify for reimbursement of fees and to insure horizontal movement on the salary schedule. However, during the last period before expiration, vouchers may be used for courses, which do not relate to an individual's assignment. In the event voucher courses are not approved for salary credit, Article IV, Section D, may be invoked by the party denied horizontal movement on the salary schedule.
- F. All courses must be taken at accredited institutions, and in order to insure a high degree of quality, no persons will be permitted to enroll in more than one (1) three (3) credit course at a time when schools are in session.

This applies to the regular school year of the Town of Easton and does not restrict the number of courses, which may be taken during the summer. Any courses taken during the summer will not be reimbursed until after the start of the school year in September and the employee has resumed his/her assignment in Easton.

## **ARTICLE VII- VACANCIES AND TRANSFERS**

- A. Definitions
  - 1. Vacancy – a newly created position or a position vacated by a member of the bargaining unit, by reason of resignation, death, transfer or leave of absence. A bargaining unit position to which a professional employee has recall rights shall not be considered a vacancy. Therefore, recall takes precedence over requests for transfer.
  - 2. Transfer – is the movement of a teacher in one school and placement in a similar or comparable position to another school building on the same status and salary level.
- B. Notice of all vacancies during the school year shall be posted for at least ten (10) days on a bulletin board provided for such notices in each school building and to bargaining unit members' EPS email address. Such notices shall include the job title and the closing date for applications. If vacancies occur during the summer recess, an email notice shall be sent to the President of the Association and to the bargaining unit members' EPS email address.

- C. When the only applicants for a vacancy within the bargaining unit are members of the bargaining unit, and qualifications and other relevant factors are substantially equal, members of the bargaining unit with professional teacher status shall be given preference for the position based on seniority. When applicants include persons outside the bargaining unit and qualifications and other relevant factors are substantially equal, bargaining unit members with professional teacher status shall be given preference for the position on the basis of seniority.
- D. In case of involuntary transfer or when transfer becomes necessary because of a reduction in staff, the department(s), teaching areas, involved grades, or qualified volunteers shall be considered before any directed transfer is made.
- E. An involuntary transfer will only be made after a meeting between the employee involved and the Superintendent, at which time the employee will be notified of the reason(s) for the transfer.
- F. In the event of a change in the number of sections at a grade level within a school building, volunteers from the staff at the grade level(s) affected within the building shall be considered for a change in assignment before any directed transfer is made.
- G. The terms of Section D shall also apply to any qualified teacher being involuntarily transferred or reassigned.
- H. Except as specifically provided in this Agreement, involuntary transfers are not subject to grievance.

### **ARTICLE VIII - WORKDAY AND YEAR**

- A. Personnel covered under Unit A, with the exception of (1) Guidance Counselors, (2) School Psychologists hired prior to the 2015 - 2016 school year, and (3) Adjustment Counselors hired prior to the 2015 - 2016 school year, will begin no earlier than the Monday before Labor Day and terminate no later than June 30<sup>th</sup>. Students generally will be in attendance for one hundred eighty (180) days. For the 2015-2016 school year, the work year for teachers shall not exceed one hundred eighty-two (182) days, and the last day for teachers will continue to be the day after the last for students and will consist of a two (2) hour check-in instead of a full day. Effective with the 2016-2017 school year and thereafter, the work year for teachers shall not exceed one hundred eighty-three (183) days. The first day for teachers shall include an orientation, with the remainder of the day reserved for teacher preparation. The last day for teachers and students shall consist of a full day for teachers and a half day for students. The two additional days for teachers will be scheduled during the course of the school year for the purpose of participating in professional activities, including professional development.

The work year will include days when pupils are in attendance, orientation days at the beginning of the school year, conference days, and any other days on which teacher attendance is required. Orientation days for new teachers are not to be included in the above provision.

- B. Guidance counselors who receive a ratio of 1.19 will work the work year as defined for Unit A personnel plus an additional twenty-six (26) days. Guidance counselors who receive a ratio of 1.11 will work the work year as defined for Unit A personnel plus an additional fifteen (15) days. In both instances, such days shall include one (1) week before the opening of school and one (1) week after the close of school. All other days will be scheduled by the Director of Guidance.

School psychologists who receive a ratio of 1.13 will work the work year as defined for Unit A personnel plus an additional eighteen (18) days. The days worked will include one (1) week before the opening of school and one (1) week after the close of school. All other days will be scheduled by the Director of Special Services.

Adjustment Counselors employed in Easton prior to the 2015-2016 school year will work the work year as defined for Unit A personnel plus additional days at a per diem rate as follows: Fifteen (15) days at the High School; ten (10) days at the Middle School; and eight (8) days at the Richardson/Olmsted School. Adjustment Counselors at schools other than the High School, Middle School and Richardson/Olmsted shall have the work year as defined for Unit A personnel. All Adjustment Counselors newly hired for the 2015-2016 school year and beyond, regardless of school assignment, shall have the work year as defined for Unit A personnel.

- C. The length of an employee's workday is six (6) hours and fifty-five minutes Monday through Thursday and six (6) hours and forty (40) minutes on Friday and before vacations and holidays.

The workday for Guidance and Psychological staff shall be:

A half hour before school and one hour after school Monday through Thursday, and a half hour before school and a half hour after school on Friday. When school is not in session, the work day will be 8 a.m. to 2:30 p.m.

It is recognized that Department Heads may be required to spend a reasonable amount of time in excess of the workday for meetings related to Department Heads' duties.

The starting and dismissal times shall be established by the School Committee. In the event of any change in such starting and dismissal times the Superintendent shall, within a reasonable time, give written notice to the President of the Association stating reasons for such a change.

- D. Teachers assigned to Kindergarten through Grade Eight are required to attend no more than one (1) Parent Night (Back to School Night) per school year. For the 2015-2016 school year, three released time days and one evening shall be scheduled for parent conferences each fall for Grades Kindergarten through Grade Eight and again each spring for teachers assigned to Kindergarten through Grade Five. For the 2016-2017 school year and thereafter, two (2) released time days and one (1) evening shall be scheduled for parent conferences each fall for Grades Kindergarten through Grade Eight and again each spring for teachers assigned to Kindergarten through Grade Five, provided that such conference days shall be scheduled on Thursdays and Fridays. Such teachers shall schedule parent conferences and meet with all parents who desire conferences during such times. During such parent conference times, teachers shall not be required to be present except during the times in which such teacher has scheduled conferences with parents.

Teachers assigned to Grade Nine through Grade Twelve may be required to attend up to two (2) evening parent conferences or meetings per school year. In addition, one released time day may be scheduled for parent conferences each fall for grades nine through twelve. During such parent conference times, teachers shall not be required to be present except during the times in which such teacher has scheduled conferences with parents.

- E. Except for unusual circumstances, personnel in Unit A shall be required to attend one (1) meeting per month during the school year.
- F. Effective as of the 2016-2017 school year, the work day immediately preceding the December break shall be a half day for Unit A members.

#### **ARTICLE IX – TRAVEL FUNDS**

The Easton School System will provide sufficient funds so that two (2) department heads may attend at least one convention each year out of state providing this convention is east of the Mississippi River. If the convention is west of the Mississippi River, funds will be provided so that one (1) department head may attend.

Approved travel will be reimbursed at the prevailing rate set by the Town of Easton.

#### **ARTICLE X- PROTECTION**

If civil proceedings are brought against a unit member alleging that he/she committed an assault in connection with his/her employment, the Committee will furnish legal counsel to defend him/her in such proceedings, if he/she requests such assistance.

## **ARTICLE XI - LEAVES**

### **A. Sick Leaves**

Personnel in their first year of employment in Easton will be entitled to five (5) sick days and one (1) additional sick day for each additional month of active employment thereafter for a total of fifteen (15) days per year. (Active employment is construed to mean days worked.) Sick leave may be accumulated from year to year at the rate of fifteen (15) days per year.

All other personnel will be entitled to fifteen (15) days of sick leave each school year as of the first official day of said school year whether or not they report for duty on that day. If a person completed the previous school year using days, he/she will not be entitled to accumulate sick days the following year until he/she returns to work, at which point sick days will be pro-rated for that year. Sick leave may be accumulated from year to year at the rate of fifteen (15) days per year without limit. Upon request of the Superintendent a medical certificate shall be required to be filed with the Superintendent of Schools after five (5) consecutive days of sick leave and filed monthly for consecutive sick leave after the first five (5) days. Five (5) days per year will be allowed for family illness. Such days will be deducted from accumulated sick leave.

### **B. Personal Business Leaves**

Employees shall be entitled to three (3) additional days of leaves of absence without loss of pay for religious, personal, legal, business, household, or family matters which require absence during school hours. Notification for such leave will be delivered to the Superintendent's office prior to the close of business two (2) working days prior to the requested personal leave day, except in case of emergency. (Example: a request for a personal leave day on Wednesday must be filed in the Superintendent's Office before the close of business on the previous Monday.) Such leave, except for emergency and religious reasons, will not be granted so as to extend a holiday or vacation period. Employees shall not be required to state the reason for taking such leave other than that such leave is taken under this Section.

If an employee does not use all of his or her personal leave days in a year, up to two such remaining personal days will be added to the employee's accumulated sick leave.

### **C. Association Leave**

In each school year, the Association will be granted up to five (5) days to be used by witnesses and participants only in hearings before an arbitrator under Article III, Level IV, or hearings before the Labor Relations Commission. Any fractional day used for these purposes shall be counted as a full day. (One witness equals one day).

### **D. Funeral Leave**

In the event of a death, up to five (5) days of leave may be granted by the Superintendent of Schools. The Superintendent may grant additional days in extenuating circumstances.

**E. Jury Duty Leave**

An employee required to serve on jury duty shall be paid by the Committee the difference between his/her regular compensation and the compensation received for jury duty, upon presentation of certification of compensation paid by the court. Travel allowance shall not be included in the compensation paid by the court.

**ARTICLE XII- SICK LEAVE BANK**

1. The Sick Leave Bank will be maintained by the Association for use of bargaining unit members who voluntarily contribute accumulated sick leave. The maximum number of days a Sick Leave Bank member may access the Bank is one hundred eighty-two (182) days within any five year period. Members of Unit A may join and access the sick leave bank in their third year of employment.

The Sick Leave Bank shall be administered by a Sick Leave Bank Committee comprised of five (5) members. Three (3) members shall be designated by the Association and two (2) members designated by the Superintendent.

The purpose of the Sick Leave Bank is to provide paid sick time to those who have exhausted all personal sick time and who are experiencing a personal medical crisis.

2. The Sick Bank Membership shall be voluntary. Bargaining unit members shall be eligible to join by signing the Sick Bank Authorization card and donating one day from their accumulated sick leave and thereafter as necessary by assessment of the Sick Leave Bank Committee.
3. All requests for Sick Leave Bank Days shall be in writing and using the attached "Sick Leave Bank Request Form", forwarded to the Sick Leave Bank Committee. The request shall include a written statement from the professional employee's physician indicating the nature and the extent of the illness or injury and the estimated time that the employee will need to make a full recovery.
4. Subject to the foregoing requirements, a majority of the Sick Leave Bank Committee will determine the eligibility for the use of the Bank and the amount of leave to be granted. The Sick Leave Bank Committee may grant no more than twenty (20) days per request per member. After the initial request, the employee may apply for additional days.
5. A majority of the Sick Leave Bank Committee will determine the eligibility for the use of the Bank and the amount of leave to be granted, subject to the foregoing requirements and as stated herein.
6. In administering the Bank and determining the amount of leave, the following general criteria shall be applied by the Committee:

- a. medical evidence of serious extended illness by an appropriate medical provider;
- b. other factors as a majority of the Sick Leave Bank Committee may deem appropriate

No days may be withdrawn from the Bank for any illness other than prolonged illness or accident. Days may not be withdrawn to permit an individual to stay at home or to care for other members of the family.

7. The decision of the Sick Leave Bank Committee with respect to eligibility and entitlement shall be final and binding and not subject to appeal.
8. Whenever the number of days in the Sick Leave Bank falls below one hundred (100) days, the Sick Leave Bank members shall be assessed one (1) sick leave day from their accumulated sick leave. Within thirty (30) days thereafter, the Sick Leave Bank Committee shall deposit the days into the Sick Leave Bank until the Bank reaches four hundred (400) days.
9. Days granted but not used by the applicant will be returned to the Bank.

Sick Leave Bank Request Form is attached as an Appendix; Physician Form attached as an Appendix.

### **ARTICLE XIII – WORKERS’S COMPENSATION**

Whenever an employee is absent from school as a result of personal injury (caused by an accident or assault) arising out of and in the course of the employee’s employment, the employee may use any paid sick time he/she has accumulated on a pro rata basis, such that his salary will, when combined with Worker’s Compensation, be equal to the regular take home pay. The employee will not benefit and make more money, nor take home less pay, while collecting Worker’s Compensation. The employee shall use sick leave for the first ten (10) days.

### **ARTICLE XIV – MATERNITY/CHILD REARING LEAVE**

- A. Subject to the conditions set forth in this Article, a member of this Unit who is pregnant shall be entitled to elect one (1) of the following types of maternity leave:
  1. Upon receipt of at least two (2) week’s written notice of her anticipated date of departure and intention to return, a teacher shall be granted an eight (8) week maternity leave of absence without pay. A female employee who takes a leave under this paragraph may apply her sick leave benefits under Article XI A for the period of disability caused or contributed to by pregnancy, childbirth and the recovery therefrom as verified by a physician’s statement.

However, if such employee does not return to her position for at least one (1) complete school year following the termination of the leave, the sick leave benefits paid shall be repaid to the Committee or the Town of Easton, unless such return is not possible because of circumstances that were not known at that time that the leave commenced and that are beyond her control. In accordance with the Family Medical Leave Act of 1993 (FMLA), FMLA runs concurrently with the guidelines outlined in this Maternity Leave Article.

2. Upon receipt of at least four (4) weeks written notice of her date of departure and intention to return, a female employee with professional status may take leave commencing at a time corresponding with the beginning of the school year, the beginning of a semester, or vacation period, and ending on either the September 1st following the birth, or the next September 1st. The return date must be elected at the time the notice of date of departure and intention to return is given. In addition, the person must notify the Superintendent in writing by March 15 in the calendar year in which her leave expires, of her intention to return to the school system. Failure to comply with this requirement will be considered as a resignation. A person who takes a leave under this paragraph shall not be entitled to sick leave pay.
- B.
1. An adopting parent shall, upon arrival of the child in the home of the child to be adopted, be granted a leave of absence without pay or paid leave if there is accumulated sick leave to take care of such child up to five days with pay. The employee shall have the option of taking a leave of absence of up to eight (8) weeks, or an extended leave. In the case of an extended leave, the employee shall return to duty on the September first immediately following the commencement of the leave, or the next September first. The return date shall be elected at the time such leave commences. Written notice of intent to take leave under this section shall be submitted to the Superintendent as early as possible, and in no case, later than thirty (30) calendar days next prior to the commencement of the leave.
  2. A male bargaining unit member may be granted a leave of absence without pay to care for his child. The employee shall have the option of a leave of absence of up to eight (8) weeks, or an extended leave. The male bargaining unit member shall be granted paid leave up to five (5) sick leave days out of his accumulated sick leave due to delivery of a newborn child by his spouse. The Superintendent may grant additional leave at his discretion in extenuating circumstances. In the case of an extended leave, the employee shall return to duty on the September first immediately following the commencement of the leave, or the next September first. The return date shall be elected at the time such leave commences. Written request for leave under this section shall be submitted to the Superintendent as early as possible, and in no case later than thirty (30) calendar days next prior to the commencement of the leave.

- C. In the event of miscarriage or death of the child prior to termination of the leave, the person may make written application for reinstatement prior to the previously established date. Such application may be granted by the School Committee upon recommendation of the Superintendent of Schools.
- D. A person with professional status returning from a leave under paragraph A2 will be placed on the next step of the schedule if she had been actively employed by the Easton School System for more than ninety-one (91) days in the school year during which the leave commenced. Upon return, all benefits that were accumulated on the date the leave began shall be restored.
- E. A person returning from a maternity/child rearing leave less than one (1) year in length shall have a right to return to the grade level or department as well as the school to which he/she was assigned at the commencement of the leave, unless there has been an elimination of courses or programs, reduction in force, or other change that makes such as assignment impossible, in which case the assignment shall be to as nearly comparable a position as possible.
- F. A person returning from an extended maternity/child rearing leave of at least a full year, unless there has been a reduction in force that would have affected him/her, will be returned to the same or a similar position to which he/she was assigned at the commencement of the leave with all benefits (including seniority) that he/she has accrued at the commencement of the leave.
  - 1. Similar means when an employee leaves as a full-time employee the employee returns as a full-time employee.
  - 2. The leave will not break seniority but will not be included to determine one's total length of service.
- G. It is recognized that once an employee elects a particular type of leave provided for in this Article, that election may not be revoked.

#### **ARTICLE XV- CLERICAL AIDES**

- A. The School Committee will provide one (1) full-time clerical aide to be shared by the Easton Middle School and the Oliver Ames High School, and one (1) clerical aide for each elementary school. The primary duty of these aides will be to provide clerical assistance for teachers, and these aides will be given administrative duties only when all work for teachers has been completed. Nurses shall receive clerical assistance only to the extent of actual practice prior to June 1, 1988.
- B. At the secondary level, the School Committee will provide one (1) full-time clerical aide for Department Heads. This clerical aide will be scheduled in the respective departments by the High School Principal.

**ARTICLE XVI – PROFESSIONAL IMPROVEMENT LEAVE  
& CAREER CHANGE LEAVE**

**A. Professional Improvement Leave**

Upon written recommendation by a Professional Improvement Committee consisting of three (3) persons chosen by the Easton Educators' Association, three (3) members chosen by the Easton School Committee, and the Superintendent of Schools acting as a chairman, professional leaves will be granted for study to a member of Unit A or Unit B by the Easton School Committee subject to the following conditions:

1. The program of professional study must be in a discipline that, in the opinion of the Professional Improvement Committee, shall further enhance the value of the individual within their current assignment, or that, in the opinion of the Professional Improvement Committee, is such a program that will benefit the Easton School System.
2. No more than two (2) of the personnel mentioned above will be absent on Professional Improvement Leave at any one time. Leave will also be granted to a teacher or administrator who is within one (1) year of in his/her Doctorate Program, providing he or she must spend one (1) year in residency to complete such a program.
3. Requests for Professional Improvement Leave must be received by the Superintendent of Schools in writing in such form as may be required by the Superintendent of Schools as early as possible, and no later than April 15<sup>th</sup>; and action must be taken on all requests no later than May 1<sup>st</sup> of that school year preceding the school year for which the Professional Improvement Leave is requested. A letter of intent must be filed with the Superintendent of Schools on or before December 15 of the previous year.
4. The person has completed at least five (5) consecutive full school years with the Easton Public Schools.
5. Personnel on Professional Improvement Leave will be paid at the following rates, provided such pay, when added to any Program Grant, will not exceed the regular salary rate:  
  
50 percent after 5 years  
60 percent after 6 years  
75 percent after 7 years or more
6. Upon completion of the Professional Improvement Leave, a person will be placed on the Salary Schedule on the step as if he/she were teaching. No loss of step will result from a person using this leave.

7. A person, upon completion of their leave, will agree to return to the Easton School System for a period of two (2) years. If the person fails to fulfill two (2) years of service after his/her return, he/she shall return to the Town of Easton a sum of money which shall bear the same proportion to the salary paid during the Professional Improvement Leave as the amount of unfilled service bears to the two-year obligation; said sum of money to be paid within a one-year period commencing on the day of termination of employment.

**B. Career Change Leave**

1. Subject to the conditions set forth in this Article, a leave of absence will be granted to bargaining unit members to explore the possibility of a career change.
2. To be eligible, an employee must have eight (8) or more years of seniority at the time the written application for the leave is filed with the Committee.

Self-employment is considered to be employment, for purposes of this Article, only if it is bona fide.

The application will state the name of the potential new employer and the capacity in which the applicant is to be employed. Such employment must be on a full-time basis for the period of the leave, except as provided in Section 3, below.

3. An employee may also explore the possibility of retirement under the terms of this provision. In such case, the employee must be vested under the Massachusetts Teachers Retirement Plan. An employee exploring the possibility of retirement shall not be required to be employed for the period of the leave.
4. All leaves will be for a period of one (1) year commencing on September 1 and ending on August 31. An employee shall be eligible for only one (1) such leave during the term of his/her service in Easton.
5. In case of a large number of applicants, the Committee reserves the right to establish a ratio in the best interest of the Easton Public Schools. The ratio shall be as follows:

No more than ten percent (10%) of the persons covered under this Agreement may be granted leave at one time. The Committee reserves the right to deny the leave if it feels the department, school, and/or grade level will be seriously affected by the leave. Seniority should be a consideration but not the deciding factor in determining the recipients of leave requests.

6. A person returning from a leave under this Article, unless there has been a

reduction if force that would have affected him/her, will be returned to the same or a similar position to which he/she was assigned at the commencement of the leave with all benefits (including seniority) that he/she has accrued at the commencement of the leave.

- a. Similar means when an employee leaves as a full-time employee the employee returns as a full-time employee.
  - b. The leave will not break seniority but will not be included to determine one's total length of service.
7. Employees taking this leave may continue group health and life insurance coverage during the time of the leave as provided by the Committee for full premium cost. Failure to forward full premium payments to the Committee and to comply with all other conditions imposed by the insurance carrier will terminate this option.
8. Notification Requirements
- a. The Committee must be notified in writing of the request no later than the January 1 directly preceding the year in which the leave is to be taken.
  - b. The Committee must notify the applicant in writing of its decision regarding the request no later than the February 1 directly preceding the year in which the leave is to be taken.
  - c. If approval is granted to the applicant, the leave will not be rescinded after the seventh (7<sup>th</sup>) day from the date of approval.
  - d. If the employee, taking the leave, does not notify the Committee of his/her intent to return by the March 15 directly preceding the end of the leave, the absence of notification will be considered a resignation.

## **ARTICLE XVII – TEACHING LOAD**

- A. All teachers in Grades Six (6) through Twelve (12) will be guaranteed at least one (1) individual planning period per day (unless being compensated for teaching an additional class). A preparation period shall be the same length as the normal teaching period. Travel from one school to another school shall not be considered preparation time. Such preparation periods shall be in addition to the teacher's duty-free lunch period.

Secondary level English Teachers for Grades Nine (9) through Twelve (12) shall teach five (5) classes per day, one of which shall be a writing seminar.

- B. The teaching load of certain Department Heads (science, social studies, English, mathematics, and world language) will be reduced by two (2) classes as described in paragraph A in order to provide adequate time for supervision and observation. For the English Department Chair, this will result in a schedule of 3 regular classes, but no Writing Seminar. The teaching load of other Department Heads who supervise no more than ten (10) teachers will be reduced by one class. The non-teaching time is to be used for duties related to the function of Department Head.
- C. Additional classes for secondary teachers above the numbers specified in A and B of this Article shall be voluntary and shall be compensated at the rate of fourteen percent (14%) of their salary. Compensation will be prorated for the duration of the assignment. Teachers volunteering to teach an extra period will remain in the non-teaching duty rotation and will have duties assigned as other secondary teachers.
- D. Secondary administrators shall make every effort to arrange teaching schedules so that no teacher has more than three (3) preparations daily. A preparation shall be defined as a preparation for a different course. Preparation for a different group or level of the same course shall not be counted as additional preparation. Double periods shall count as one (1) preparation and classed under C above shall not be counted in determining the number of daily preparations. In the event that it is necessary to schedule academic teachers for more than three (3) daily preparations, these teachers shall be paid six hundred dollars (\$600) for each daily preparation above three (3).
- E. All bargaining unit members assigned to Kindergarten through Grade Five shall have a duty-free preparation period of at least forty (40) consecutive minutes during the student day for four (4) days each week. Teachers shall have a thirty (30) minute lunch period and a thirty (30) minute planning period exclusive of lunch duty days. (See Article XVIII) Student passing, supervision, and traveling time from school to school shall not be considered preparation time.
- F. Both the Easton School Committee and the Easton Educators' Association recognize that teachers, to perform effectively, need ample advance notice of the subjects or grades they will be teaching each school year. However, both parties recognize that circumstances may arise requiring late changes in teaching assignments prior to the start of a school year. Balancing these interests, the procedures below are to be followed in assigning teachers their regular teaching duties:
1. When changes in these tentative assignments become necessary after the close of the school year and before the second week of August, principals are to send written notices promptly to the teachers involved.
  2. Whenever possible, principals should avoid making changes in teaching assignments after the second week of August and generally such changes should be made only to accommodate sudden changes in enrollment or available classroom space or unexpected resignations. Furthermore, principals should make every effort to have assignment changes after the second week in August

accepted voluntarily by the teachers involved.

- G. No teacher will be required to take more than one (1) student teacher in a three (3) year period. Supervising teachers should not be required to substitute for a teacher who is absent for a day.
- H. Class Size
  - 1. Kindergarten through grade six (6).
    - a. Wherever possible at the beginning of each school year, the size of all classes, system wide, at each grade level shall be equal. Prior to the beginning of each school year, wherever possible, teachers will be assigned to provide equalization of class size throughout the system. The transfer or reassignment of teachers to achieve such equalization shall be as provided in Article VII of this Agreement.
    - b. Wherever possible after the beginning of the school year, any additional scheduling of students to any classes shall be done in a manner, which will continue to equalize class size.
  - 2. The equalization of class size shall be subject to existing teaching staff and available space.
- I. This Article is subject to renegotiation as an individual Article if a change in the present school schedule should be necessitated.
- J. Whenever possible, a Professional Employee shall not be removed from his/her regular assignment to substitute for another Professional Employee who is absent from his/her class.
- K. When teachers are involved in inclusion (integrated, clustered, or co-taught classes), where Special Needs students are scheduled into the regular education classes, the following should be part of the process:
  - 1. Volunteer teachers shall be sought first.
  - 2. All teachers should have adequate training.
  - 3. Attempts will be made within the buildings to provide common planning time specifically designated for facilitating the learning of integrated students.
- L. Whenever a physically challenged student is assigned to a class, a procedure will be established to address the needs of the student as a result of the I.E.P. The input of the classroom teacher is necessary to address student needs in the mainstreaming effort for physically challenged students.

- M. Bargaining unit members shall not be required to substitute, including supervisory duties, for other teachers except in the case where a teacher leaves during the school day because of illness, injury, or other emergency.
- N. Grades shall be due three (3) school days following the close of the grading period for the term.

### **ARTICLE XVIII – LUNCH BREAK**

At the Kindergarten to Grade Five (5) level, in order to give each teacher adequate time for lunch, a sufficient number of teacher aides shall be employed by the Easton School system to relieve the teachers of all cafeteria, classroom and playground duties during the noon hour so that each teacher will have thirty (30) minutes for lunch and a thirty (30) minute planning period exclusive of lunch duty days. (See Article XVII Section 5) It is further agreed that there shall be no addition to the kinds of duties performed by elementary teachers during the school lunch time to those which had been performed prior to March 1, 1984.

### **ARTICLE XIX – REGULAR DUTIES**

- A. Where possible all regular duties will be assigned equally on a rotating basis to all bargaining unit members within a building, except for guidance counselors, school psychologists, and as otherwise provided in Article XVII, Section A second paragraph and Section B.
- B. Teachers assigned to grades seven through twelve, who travel between buildings, will not be assigned homeroom duty. In the event the monthly faculty meeting has to be re-scheduled, the Principal will provide five (5) calendar days notice of the re-scheduled date.
- C. Regular duties are those duties that occur regularly and are ancillary or supportive of the administration of the school day, but not inclusive of the seven (7) student periods daily at the secondary level or during student instructional periods at the elementary level.
- D. The E.E.A. member(s) who serve as President or Co-Presidents of the Easton Educators' Association shall not be assigned regular duties.

### **ARTICLE XX – CURRICULUM DEVELOPMENT**

- A. In general, it is the responsibility of all teachers to participate as part of their regular duties during the school year, in assessing needs for curriculum revision. When Department Heads or Subject Area Supervisors have been appointed, persons holding

these positions have responsibility, as part of their regular duties during the school year, to provide leadership in assessing needs for curriculum revision.

- B. When teachers write curriculum guides during vacation periods, according to the guidelines established by the Curriculum Coordinating Council, they will be compensated one-hundred dollars (\$100.00) per day.

### **ARTICLE XXI - NO STRIKE**

The Association agrees that it will not cause, condone, or take part in any strike, walkout, slowdown, sanction, or work stoppage including extracurricular services, while this Contract is in effect.

The Association and its members, individually and collectively, agree that if there is a violation of this clause, any or all members violating this clause will, at the discretion of the School Committee, be subject to disciplinary action.

### **ARTICLE XXII - EVALUATIONS**

- A. All formal classroom visits for the purpose of preparing evaluation reports for the Office of the Superintendent of Schools will be conducted openly. Teachers will be given a copy of these formal evaluations.
- B. Any evaluation report made as a result of an informal observation will be given to the teacher concerned within two (2) school days of such observations.
- C. Teachers will have the right to discuss all evaluation reports with their supervisors before they are filed.
- D. Teachers have the right, upon request, to review the contents of their personnel file in the Office of the Superintendent of Schools
- E. No material derogatory to a teacher's performance including, without limiting the generality of the foregoing, a teacher's conduct, service, character, or personality, will be placed in his/her personnel file unless the teacher has had the opportunity to review such material and affix his/her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof.
- F. Any complaint concerning an employee made to any member of the Administration will be promptly called to the attention of such employee and the complainant will be clearly identified. A teacher shall be entitled to have a representative of the Association present during any meeting to discuss a complaint.

- G. No employee shall be disciplined, reprimanded or suspended, reduced in rank or compensation, or terminated without just cause.
- H. The parties agree to continue a joint Task Force comprised of teachers, principals and the Assistant Superintendent who shall chair the Task Force for the continued implementation of the Evaluation System.

### **ARTICLE XXIII - COLLECTIVE BARGAINING AGENCY SERVICE FEE**

Under the provisions of Chapter 150E and Chapter 180, Section 176 of the General Laws, as amended by Chapter 463 of the Acts of 1970, and as accepted by the Selectmen of the Town of Easton on March 1, 1971, it is agreed that:

- A. As a condition of his/her continued employment while this Agreement shall continue in effect, every employee covered by this Agreement, if and when not a member of the Association by failure to pay the established dues of the Association and the dues of any other professional organization required for Association membership, shall pay, or by payroll deduction shall have paid to the Association, an Agency Service Fee equal to costs for the negotiation and administration of the Agreement up to one hundred percent (100%) of the dues to the Easton Educators' Association, the Massachusetts Teachers Association and the National Education Association.
- B. Payment of the Agency Service Fee shall be in accordance with the schedule established for payment of Association dues and the dues of other professional organizations required for Association membership; provided, however, that in no case shall such payments be required before the thirtieth (30th) day next following the date of the beginning of the employee's employment.
- C. The amount of the Agency Fee shall represent the best efforts of both parties to establish a fee, which is proportionately commensurate with the cost of collective bargaining and contract administration.
- D. The revision of this Article shall become effective on September 1, 1975, or on the date of its acceptance by a majority vote of all employees covered by the Agreement and present and voting, whichever is later.

### **ARTICLE XXIV - SCHOOL COMMITTEE RIGHTS**

The Committee is a public body established under and with the powers provided by the Statutes of the Commonwealth of Massachusetts. As elected representatives of the citizens of Easton, charged with the responsibility for the quality of education in, and the efficient and economical operation of, the Easton School System, it is acknowledged that the Committee has final

authority for the determination and administration of educational policy, the direction, employment and reemployment of staff members, and the operation and management of the public schools in Easton.

Nothing in this Agreement shall be deemed to derogate or impair the powers, rights, or duties conferred upon the Committee by the Statutes of the Commonwealth or the Rules and Regulations of any pertinent agency of the Commonwealth.

As to every matter not expressly covered by this Agreement and except as expressly or directly modified by the specific provisions of this Agreement, the Committee retains exclusively to itself all rights and powers that it has or may hereafter be granted by law, and shall exercise the same without such exercise being made the subject of grievance or arbitration.

### **ARTICLE XXV-REDUCTION IN FORCE (LAYOFF)**

When it becomes necessary to reduce the number of employees included in the bargaining unit, the following procedure shall apply to teachers with professional teacher status:

- A. The Committee shall make every attempt to accomplish said reductions by attrition.
- B. A teacher on professional status shall not be laid off if there is a non-professional status teacher whose position the professional status teacher is certified to fill.
- C. "Certified" shall mean that the employee has on file with the Office of the Superintendent evidence that he/she possesses a certification from the State Department of Education or can obtain such certification by the effective date of such layoff. The effective date of such layoff shall be defined as the last scheduled workday of the employee reached for layoff.
- D. No teacher shall be laid off pursuant to a reduction in force or reorganization if there is a less qualified teacher holding the same or similar position for which the teacher is currently certified. No teacher shall be displaced by a more senior teacher unless the more senior teacher is currently certified through the Massachusetts Department of Elementary and Secondary Education and is at least as qualified for the position as the junior teacher holding the position.
- E. "Same or similar position" for the purpose of this article shall mean any position within the particular discipline in which the teacher is employed at the time of the layoff.
- F. In determining the relative qualifications of two teachers under this article, the primary factors shall be the best interests of the students, as demonstrated by indicators of job performance, including each teacher's overall rating on his/her most recent summative evaluation report, as generated per the Evaluation System negotiated by the parties, except that no distinction shall be made between the

overall performance ratings of effective and highly effective. When such factors are equal, preference for retention shall be given to the teacher with the greater seniority.

G. A teacher who has been reached for layoff within the discipline in which he/she is currently employed shall be permitted to bump the least senior teacher in another discipline in which he/she is certified, provided that (1) the bumping teacher has at least one year of teaching experience in that discipline within the previous five years within the Easton Public Schools and (2) the Superintendent determines that such bumping is in the best interest of students, as demonstrated by indicators of job performance, including each teacher's overall rating in his/her most recent summative evaluation report (with no distinction made between the overall ratings of effective and highly effective). In the case where the teacher reached for layoff is eligible to bump into more than one discipline, such teacher's bumping rights are limited to the least senior teacher.

H. 1. Professional status teachers who are affected by a reduction in staff will be notified within two (2) school days, after the determination is made but in no event later than the last day of the school year. Said notice shall include the reason for and the effective date of the layoff. Such personnel shall be entitled to recall rights for a period of three (3) years from the effective date of their respective layoffs.

At the discretion of the Administration, a teacher who is being RIF'd may be placed in another position for which that teacher is certified without the need of posting such position.

2. During the recall period, laid off personnel will be notified by certified mail to their last address of record in the Superintendent's Office and given preference for positions for which they are certified as they develop in the inverse order of their respective layoff. Failure to accept an offer of full-time employment according to the provisions of this Article in writing within eighteen (18) calendar days from the receipt of such notification shall terminate the teacher's recall rights. All benefits, including salary and tenure to which an employee was entitled at the time of the layoff, shall be restored in full upon reemployment within the recall period. However, during the recall period there will be no accumulation of benefits. On return, the individual will be placed on the salary step next above their step position at the time of the layoff. During the recall period teachers who have been laid off shall be given preference on the substitute list, if they so desire.

I. Laid off employees may continue group health and life insurance coverage during the recall period as provided by the Committee to members of the bargaining unit by reimbursing the Committee for full premium cost. Failure to forward full premium payments to the Committee and to comply with all other conditions imposed by the insurance carrier or refusal to return to employment upon recall will terminate this option.

- J. While members of the bargaining unit continue on layoff, the Committee agrees not to hire any new personnel to fill an open position unless:
1. No person on layoff is certified to fill the position nor will become certified by the fifteenth (15<sup>th</sup>) day next prior to the beginning date of the open position; and
  2. All certified personnel on layoff have declined an offer to fill the position.

#### **ARTICLE XXVI – HEALTH INSURANCE**

The current GIC health insurance will be available to unit members in accordance with the PEC agreement. The employer/employee splits will be as follows:

HMO - Employer 75% - Employee 25%  
PPO - Employer 75% - Employee 25%  
POS - Employer 75% - Employee 25%  
State Indemnity - Employer 50% - Employee 50%

#### **ARTICLE XXVII – SUBSTANCE ABUSE**

Alcoholism and drug abuse are recognized by the parties to be treatable illnesses. Without detracting from the existing rights and obligations of the parties recognized in the other provisions of this Contract, the Committee and the Association agree to cooperate in encouraging employees afflicted with alcoholism or drug abuse to undergo a program designed to rehabilitate the employee.

#### **ARTICLE XXVIII – MISCELLANEOUS**

- A. Senior High School teachers whose classes are reduced by June graduation may be reassigned by the Superintendent or his/her designee to serve as substitute teachers in the High School or the Middle School
- B. The Middle School Guidance Office will be staffed to provide the counselors with full-time clerical assistance.
- C. (Changed 9-1-75) Courses taken after September 1, 1973 and prior to receiving an advanced degree may be credited toward higher preparation levels unless the courses were prerequisites for the degree received or the courses were required to meet basic certification requirements.
- D. The Central Office Administration will prepare job descriptions for all positions.
- E. The Administration will develop plans to enable teachers to access school buildings for work during non-school hours.

The Committee reserves the right to implement an eight (8) period day provided however, that such is not in violation of any of the provisions of the Collective Bargaining Agreement. The committee will seek input from the Association in any implementation of an eight (8) period day.

- F. The parties acknowledge that the position of Nurse Leader shall increase from a current .8 position to a 1.0 position for the 2015-2016 school year.

**ARTICLE XXIX - DURATION**

Except where stated differently in this Agreement and as provided herein the conditions of this Agreement will be effective as of September 1, 2015 and will continue and remain in force and effect through August 31, 2018.

IN WITNESS WHEREOF, THE COMMITTEE HAS CAUSED THIS AGREEMENT TO BE SIGNED IN ITS NAME AND BEHALF BY ITS CHAIRMAN, OR HIS/HER DESIGNEE ON THE SCHOOL COMMITTEE, HERETO DULY AUTHORIZED, AND THE ASSOCIATION HAS CAUSED THIS AGREEMENT TO BE SIGNED IN ITS NAME AND BEHALF BY ITS PRESIDENT, HERETO DULY AUTHORIZED, ON THE DAY AND YEAR BELOW WRITTEN.

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For the Easton School Committee Date

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For the Easton Educators' Association Unit A Date

**Salary Schedule Effective September 1, 2015**

**2015 – 2016**

**CAGS  
DBL MA**

<b>STEP</b>	<b>BA</b>	<b>BA+15</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>	<b>MA+45</b>	<b>MA+60</b>	<b>DOC</b>
1	43904	45535	47275	48084	48980	49810	50636	53439
2	45936	47557	49307	50097	50978	51819	52659	55467
3	49719	49969	53150	53981	54877	55725	56573	59445
4	52009	53670	55438	56271	57154	58016	58878	61736
5	54402	56054	57846	58671	59559	60418	61280	64147
6	56890	58561	60349	61173	62074	62927	63777	66651
7	59521	61182	62952	63793	64678	65547	66413	69273
8	62248	63916	65705	66530	67425	68286	69148	72020
9	65109	66777	68555	69409	70298	71156	72013	74894
10	73089	74819	75508	76195	76880	77224	77567	78402
11			80076	80938	81902	82823	83744	86792

**Effective September 1, 2016**

**2016 – 2017**

**CAGS  
DBL MA**

<b>STEP</b>	<b>BA</b>	<b>BA+15</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>	<b>MA+45</b>	<b>MA+60</b>	<b>DOC</b>
1	45132	46796	48571	49396	50310	51156	51999	54858
2	47205	48858	50643	51449	52348	53205	54062	56926
3	51063	51318	54563	55411	56325	57190	58054	60984
4	53399	55093	56897	57746	58647	59526	60406	63321
5	55840	57525	59353	60194	61100	61976	62856	65780
6	58378	60082	61906	62746	63665	64536	65403	68334
7	61061	62756	64561	65419	66322	67208	68091	71008
8	63843	65544	67369	68211	69124	70002	70881	73810
9	66761	68463	70276	71147	72054	72929	73803	76742
10	74901	76665	77368	78069	78768	79118	79468	80320
11			82028	82907	83890	84829	85769	88878

**Effective September 1, 2017  
2017 – 2018**

**CAGS  
DBL MA**

<b>STEP</b>	<b>BA</b>	<b>BA+15</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>	<b>MA+45</b>	<b>MA+60</b>	<b>DOC</b>
1	46486	48200	50028	50878	51819	52691	53559	56504
2	48621	50324	52162	52992	53918	54801	55684	58634
3	52595	53546	56200	57073	58015	58906	59796	62814
4	55001	56746	58604	59478	60406	61312	62218	65221
5	57515	59251	61134	62000	62933	63835	64742	67753
6	60129	61884	63763	64628	65575	66472	67365	70384
7	62893	64639	66498	67382	68312	69224	70134	73138
8	65758	67510	69390	70257	71198	72102	73007	76024
9	68764	70517	72384	73281	74216	75117	76017	79044
10	77148	78965	79839	80711	81581	82242	82902	83880
11			84489	85544	86707	87824	88942	92694

**EASTON PUBLIC SCHOOLS  
EASTON, MA**

**CORI POLICY/PROCEDURES FOR EMPLOYEES**

**BACKGROUND:** Chapter 385 of the Acts of 2002, an Act Further Protecting Children, requires school systems to obtain criminal offender records information (“CORI”) on all current employees, applicants for employment, volunteers, individuals who provide transportation services to students on a regular basis, and independent contractors and laborers hired to perform work on school grounds.

**SCHOOL SYSTEM APPROVAL PROCESS:** Even though a school system has been authorized to receive CORI data on new employees, it must resubmit a certification application with the Criminal History Systems Board (“the Board”). Upon re-approval by the Board, the school system will be assigned a CORI code which allows the Board to track CORI requests and deliver information efficiently and accurately.

**AUTHORIZED DISTRICT EMPLOYEES:** The school system must identify the individuals who will be authorized to receive CORI data, and include this information as part of the application process. As part of an Agreement of Non-Disclosure, each person who is identified by the school system to receive CORI data must sign and submit an agreement that CORI information will not be released to any individual other than the Superintendent of Schools, and the individual for whom the CORI data was sought.

**CENTRALIZED STORAGE LOCATION:** Copies of the CORI request forms, and all CORI data that is received from the Board will be stored in a locked file cabinet in the office of the Administrative Assistant to the Superintendent. Copies will not be included in Personnel Files, nor will anyone other than the Administrative Assistant and the individual himself/herself have access to the information.

**CONDITION OF EMPLOYMENT:** It is a condition of continued employment that an employee, upon request, sign the CORI form that allows the school district to receive the CORI data from the Criminal History Systems Board pursuant to Massachusetts law (Chapter 385 of the Acts of 2002).

**FREQUENCY OF CORI SUBMISSIONS:** CORI checks for individual employees will be conducted not more than every three (3) years without good cause during an individual’s term of employment. Upon the receipt of the new CORI data, the previous CORI data will be destroyed.

**USE OF CORI INFORMATION:** Each CORI case is different, and determinations will therefore be made on a case-by-case basis. Among the factors to be considered will include, but not be limited to when the conduct occurred, the type or nature of the conduct, the relationship of the conduct to the employee’s present position, the penalty imposed, whether the charge resulted in a conviction, whether the individual has been arrested subsequently, and post-conviction conduct.

**COMMUNICATION WITH EMPLOYEE:** Once the CORI data has been received by the school system, it will be filed in the office of the Administrative Assistant. A determination will also be made whether or not the information delineated necessitates a meeting between the employee and the Superintendent. If such a meeting is indicated, the employee has the right to be represented by counsel and/or union representation.

**DUE PROCESS:** Any and all personnel actions resulting from a CORI report shall be conducted pursuant to the provisions of the respective collective bargaining agreement and the General Laws of the Commonwealth.

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Cindy Hall, President  
Easton Educators Association

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Dr. Andrew Keough  
Easton Public Schools

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Date

## **JOB SHARING AGREEMENT**

Memorandum of Agreement on Job Sharing entered into by the Easton School Committee and the Easton Education Association.

1. Job Sharing means two teachers sharing one full time teaching position on a 50/50 basis.
2. All job sharing arrangements shall be on a voluntary basis.
3. Both teachers shall work the first three and the last three days of the contractual year.
4. Both teachers shall attend the Open House in the fall, as well as parent conferences. Teachers are expected to attend the IEP meetings of their students on a mutually agreed upon schedule.
5. In the event that one of the teachers is absent, the partner teacher shall make every effort to cover the class. The teacher who covers will be paid the regular day substitute rate. With the Principal's prior approval, the teachers may also trade days.
6. In all situations where one job-sharing teacher is working with a substitute, daily or long term, the teacher will be responsible for all lesson plans.
7. Leave Benefits will be prorated.
8. If either partner is unable or unwilling to complete the school year, the remaining partner agrees to assume full-time responsibility for the position for the remainder of the year.
9. If the job-sharing program is discontinued, the job-sharing teachers shall return to open positions on the basis of current contract language. An open position is one that is not held by any teacher with or without professional teacher status and otherwise would be posted as a vacancy.
10. Both teachers shall arrange meeting times to evaluate students and to mark report cards.
11. The two job-sharing teachers shall share the preparation/planning time. There is however, no guarantee that the preparation/planning time shall be equally divided on the split day (Wednesday).
12. Because the intent is that the job share will not exceed the cost of one full-time teacher, the one teacher to receive insurance benefits must be identified at the outset.
13. Both teachers shall share the responsibility to attend monthly meetings. At least one teacher will attend each meeting.

14. Half days and in-service programs shall be shared with the two teachers taking turns at coverage and reporting to each other.
15. The Administration shall notify all elementary teachers by March 1, that any teachers interested in a job share for the following school year should give a written request to the Superintendent by March 15. It is strongly recommended that the requesting teacher have a preliminary discussion with the Principal.
16. The Superintendent shall make the final decision on the acceptance of any job share.
17. Only teachers with Professional Teacher Status shall be eligible for job sharing.

**MODIFIED DOUBLE BLOCK AND DROP WITH STUDENT ADVISORY SCHEDULE**  
**At Oliver Ames High School**

1. The language in **Article XVII – Teaching Load** in paragraphs A and D is waived as necessary, and replaced by the **Modified Double Block and Drop with Student Advisory Schedule** attached to this Memorandum as Appendix A.
2. The parties have agreed to include an “Advisory Period” as part of this schedule. The terms and conditions of the “Advisory Period” are as stated herein.
3. **The Advisory Period Description:**
  - A. The Advisory Period shall be scheduled for twelve (12) minutes each day and replaces the current duty periods as stated in **Article XIX – Regular Duties**. The Advisory Period responsibilities include taking attendance and distribution/collection of school paperwork and information as needed. In addition, daily announcements will be forwarded via email each day. The Advisory teachers will display or printout copies for the advisory students, as needed.
  - B. All members of the bargaining unit at Oliver Ames High School will be assigned an Advisory Period. The guidance department members, two (2) school psychologists and one (1) school adjustment counselor may **elect** to be assigned an Advisory Period.

X2 will randomly generate the assignments for each advisory and all efforts will be made to ensure successful interaction within the advisory group. Compatibility is important for the success of an advisory program and all efforts to maintain compatibility between everyone within an Advisory group will be made. Any recommended changes must be approved by the principal.

- C. The Advisory teachers will lead their students in setting academic and personal goals within the context of education for the school year (this means explaining what goals are and why setting goals is an important life skill. \*Refer to definition below). Each Advisory teacher will remain with their assigned advisory students until the student graduates from Oliver Ames High School or in the event the teacher leaves the district or retires from employment.
- D. Advisory teachers will conduct Mid-Year and End-of-Year meetings with each advisory student to assess the student's progress towards goal achievement and perhaps may involve goal adjustment.
- E. The Advisory teacher will check on his/her students' academic progress at the mid-point and end of each marking period using X2 in order to make sure that his/her students are making good academic progress. If a student appears to be struggling, the advisory teacher will talk with the student and see what help the teacher may offer from encouragement, to suggestions on how to organize their time of study. If necessary, the teacher may encourage the student to stay for extra help with the teacher of the course they are having difficulty with or suggesting a tutor, or perhaps seeking out help from the guidance department. The Advisory teacher is not expected to communicate with the students' parents.
- F. Each Advisory teacher will schedule time with individual students on a continuous basis. The purpose will be to check in with their advisory students (asking them how things are progressing in school, how their clubs, music, sport team etc. is doing). The Advisory teacher will be given materials that will effectively promote communication. (It may take three weeks of advisory periods to make contact with all students individually before the cycle of meetings would begin again). During individual meetings the other students may review the daily announcements, socialize with their advisory peers, or work on academics, etc.
- G. The Advisory Period is one of the professional responsibilities of the teachers within the contractual work day. Therefore, this period will be considered no differently than the current duty assignments (Article XIX) in reference to the educator evaluation, and may be subject to comment in describing fulfillment of the professional responsibilities of the educator.

*\*Personalization: A learning process in which schools help students assess their own talents and aspirations, plan a pathway toward their own purposes, work cooperatively with others on challenging tasks, maintain a record of their explorations, and demonstrate their learning against clear standards in a wide variety of media, all with the close support of adult mentors and guides. (Clarke, 2003, p.15)*



**EASTON PUBLIC SCHOOLS**  
**TO BE COMPLETED BY PATIENT/EMPLOYEE**

Employee Information

Name: \_\_\_\_\_

Address: \_\_\_\_\_

EPS Job Description: Teacher ( ) Nurse ( ) School Psychologist ( )  
Guidance Counselor ( ) Adjustment Counselor ( )

Authorization to Release Information: I hereby authorize the undersigned licensed health care provider to release to the Easton Public Schools Sick Leave Bank Committee any information requested with respect to this request for Sick Leave Bank days.

**Sick leave bank does not apply to workmen's compensation cases nor does it apply to extend a maternity leave.**

**I understand the Sick Leave Bank Policy and that the Committee decision is final and not subject to appeal.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Please return the completed forms along with a letter of request to the Chairperson of the Sick Leave Bank Committee, Kathy Kelly at Easton Middle School.

**TO BE COMPLETED BY LICENSED HEALTH CARE PROVIDER**

The medical diagnosis of the condition(s) causing absence from work: \_\_\_\_\_

How does this medical diagnosis impact the patient's ability to perform their job?

Prognosis: \_\_\_\_\_

If pregnant, state anticipated delivery date: \_\_\_\_\_

Anticipated date of return to work: \_\_\_\_\_

\_\_\_\_\_  
Licensed Health Care Provider (Please Print)

\_\_\_\_\_  
Licensed Health Care Provider Signature  
(No Rubber Stamp Please)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Date