

AGREEMENT
THE NEEDHAM SCHOOL COMMITTEE
AND
THE NEEDHAM EDUCATION ASSOCIATION
UNIT C

JULY 1, 2017 – JUNE 30, 2020

TABLE OF CONTENTS

ARTICLE	TITLE	PAGE
Article 1	Recognition Definition of Employee	4
Article 2	Rights of the Association	4
Article 3	Management Rights	5
Article 4	Continuity of Employment	5
Article 5	Grievances Definition Grievance Procedure Class Action Grievances Time Limits	6 7
Article 6	Arbitration	8
Article 7	Performance Evaluation	8
Article 8	Miscellaneous Leaves Bereavement Leave Leave of Absence Jury Duty Leave Personal Days Parental Leave Military Leave	9 10 10 11
Article 9	Sick Leave Employee Allocation Extended Personal Illness Extended Family Illness	11 12
Article 10	Sick Leave Buy Back Policy	12
Article 11	Sick Leave Bank	13
Article 12	Longevity Full-time Employees Part-time Employees Method of Payment Timing of Payment	14 15 15
Article 13	Holidays	15
Article 14	Vacation Days	15

Article 15	Conditions of Work	16
Article 16	Reduction in Force	18
Article 17	Health and Safety	18
Article 18	Professional Development	18
Article 19	Religious Holidays	19
Article 20	Personnel Files	19
Article 21	Just Cause	19
Article 22	Benefits	19
	Insurance	
	Tax-Sheltered Annuities	
	Workers' Compensation	20
	Payroll Deduction Slot	
Article 23	Savings Clause	20
Article 24	Salaries	20
	Travel Reimbursement	20
	Promotional Vacancies	21
	Resignations	
Article 25	Direct Deposit	21
Article 26	Scope of Agreement	21
Article 27	Duration	21
Appendix	Salary Schedules	23-25
	Evaluation	26-28

ARTICLE I RECOGNITION

Section 1

The Committee recognizes the Needham Education Association as the exclusive bargaining agent of all full-time and regular part-time instructional assistants, tutors, METCO assistants, program assistants, special education program assistants, certified occupational therapy assistants, speech language assistants, and teaching assistants, excluding school office assistants and all managerial, confidential, and casual employees, and all other school employees.

Section 2 - Definition of Employee

Unless otherwise indicated, the term 'employee' when used hereinafter in this agreement shall refer to all employees represented by the Association in the negotiating unit.

ARTICLE 2 RIGHTS OF THE ASSOCIATION

Section 1

There shall be no discrimination, interference, restraint, or coercion by the School Committee or the Association or their respective agents against any employee because of membership or non-membership in or participation in the lawful activities of the Association.

Representation by the Association in the capacity of bargaining agent shall be available to all employees in the unit covered by this Agreement, who are eligible for membership. No employee shall be required to join the Association or to pay a fee or dues as a condition of employment or to obtain such representation.

Section 2

The Committee agrees that, in accordance with the provisions of the General Laws of Massachusetts, it will request the Town Treasurer to deduct membership dues from the salaries of its employees who have voluntarily submitted a written authorization.

The amount so deducted will be remitted in accordance with such authorization to the Needham Education Association for the disbursement to the respective organizations, provided that the Committee shall be under no obligation to make any such deductions after the receipt of a revocation in accordance with the terms hereof.

The Association agrees to indemnify and hold harmless the Committee and/or Town for damages or other financial loss which they may be required to pay by an administrative agency or court of competent jurisdiction as a result of compliance with this Article.

Dues will be deducted in equal payments beginning with the first paycheck, following receipt of written authorization.

Section 3

The Committee agrees not to negotiate with any employee organization other than that designated as the exclusive bargaining agent pursuant to Chapter 150E, with respect to the wages, hours, and conditions of employment of employees covered by this Agreement.

Section 4

This Agreement is a complete agreement between the parties covering all subjects of bargaining for the term hereof.

The Committee shall not be under any obligation to negotiate with the Association any modifications or additions to this Agreement which are to become effective during the term hereof.

In the event that agreements are mutually reached on a voluntary basis between the Committee and the Association, they shall be reduced to writing, will be signed by the Committee and the Association, and will become an addendum to this Agreement.

ARTICLE 3 MANAGEMENT RIGHTS

Except as provided in this Agreement, the Committee and the Superintendent retain all powers, rights, duties, and authority which they had prior to entering into this Agreement.

As to every matter not expressly covered by this Agreement and except as expressly or directly modified by clear language in a specific provision of this Agreement, the Committee and the Superintendent retain exclusively to themselves all rights and powers that they have or may hereafter be granted by law and shall exercise the same without such exercise being made the subject of grievance or arbitration.

ARTICLE 4 CONTINUITY OF EMPLOYMENT

Section 1

In consideration of the terms of this Agreement and the legislation which engendered it, the Association and its members, individually and collectively, agree for the term hereof, that they shall not cause, sponsor, sanction, assist, or participate in any strike, work stoppage, concerted absence or refusal to perform assigned duties, or other illegal activities, directed against the Needham Public Schools during the term of this Agreement.

Section 2

If the Association disclaims such activities publicly and in writing to the Committee, advises the individuals concerned that the activity is illegal and in violation of this Contract, and instructs them to cease such activities, it will not be liable in any way therefore.

Section 3

Employees who participate in any such activities may be disciplined or discharged as the Committee in its judgment deems proper; and said discipline

shall be final and binding on the parties affected thereby and not subject to arbitration, provided, however, the issue of fact as to whether an individual has engaged in such activities may be made the subject of the grievance and arbitration procedure.

Section 4

In connection with any negotiations for a successor agreement held pursuant to Article 24 (Duration), said negotiation shall be conducted without the threat of sanctions or strikes by either party, and any outstanding differences shall be referred to the mediation, fact-finding, or other statutory impasse procedures permitted by law only.

ARTICLE 5 GRIEVANCES

Section 1 - Introduction

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the grievances. Both parties agree that these proceedings will be kept informal and confidential as may be appropriate at any level of this procedure.

Section 2 - Definition

For the purpose of this agreement, a grievance shall be defined as:

Any complaint by an employee covered by this Agreement that he/she has been subject to a violation, inequitable application, or misinterpretation of a specific provision of this Agreement.

Section 3 - Grievance Procedure

Level One - An employee with a grievance will first present it in writing to the immediate supervisor. Unless the parties mutually agree otherwise, a Level One grievance meeting will be held between the parties within ten (10) working days of receipt of the grievance by the Immediate Administrator/Supervisor. The Immediate Administrator/Supervisor will respond in writing within five (5) working days of the Level One meeting. The grievant or Association must provide in writing the specific Article allegedly violated, date of the alleged violation, and the complete remedy sought.

Level Two - If the grievance is not satisfactorily resolved, the grievant has ten (10) working days from the written response of the Immediate Administrator/Supervisor to file the grievance in writing with the Superintendent or designee. Unless the parties mutually agree otherwise, a Level Two grievance meeting will be held between the parties within ten (10) working days of the receipt of the grievance by the Superintendent or designee. The Superintendent or designee will respond in writing within ten (10) working days of the Level Two meeting.

Level Three - If the grievance is not satisfactorily resolved, the Association has fifteen (15) working days from the written response of the Superintendent to give notice to the Superintendent that the grievance is being submitted to arbitration.

Section 4 - Class Action Grievances

If there is a grievance which directly affects a group or class of employees, or is of a general nature, the Association may submit such a grievance in writing directly to the level of administration having the appropriate authority to resolve said grievance.

Section 5 - Time Limits

If at the end of twenty (20) working days following the occurrence of any issue giving rise to a grievance or the date when the employee should reasonably have had first knowledge of its occurrence, whichever is later, the grievance shall not have been presented at Level One, as set forth above, the grievance shall be deemed to have been waived. Failure of the employee/Association filing the grievance to appeal a decision to the next level within the time limit specified will mean that the grievance shall be considered settled on the basis of the decision last made and shall not be eligible for further appeal.

Failure of the Administration to answer an appeal within the time limit specified shall mean that the appeal may be taken to the next step immediately. The above limitations may be waived by mutual written agreement of the parties.

In the event a grievance is filed on or before June 1 which, if left unresolved until the beginning of the following school year would cause irreparable harm to the party in interest, the time limits set forth herein may be reduced by mutual written agreement so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

Section 6

Nothing herein contained will be construed as limiting the right of any employee having a grievance to discuss the matter informally with the appropriate member of the administration and to have the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given the opportunity to be present at such adjustment above Level One and to state its views. If the employee so chooses, a representative of the Association may be present at Level One. The grievant may not elect to have anyone other than the exclusive bargaining representative present or to represent him/her during the grievance/arbitration procedure without the express written consent of the Association. The Association must be notified of the outcome of any Level One grievance at which an Association representative is not present.

Section 7

No written communication or record relating to any grievance shall be filed in the personnel file maintained by the School Department of the Town of Needham for any employee involved in presenting such grievance.

Section 8

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum, and every effort should be made to expedite the process. For grievances and arbitration time limits, "days" shall be defined as days within the work year for employees. The time limits specified may be extended only by mutual written agreement. It is understood and agreed that no grievance, dispute, misunderstanding, or difference between the

parties arising out of the acts which occurred prior to the execution of this Agreement shall be submitted to the Committee under the provisions of this Article. It is understood that any grievances pending at the conclusion of the Contract will remain operative in the subsequent contract period unless settled in negotiations. An employee may contact the Association at any time prior to or during the grievance procedure.

ARTICLE 6 ARBITRATION

Section 1

In the event either party elects to submit a grievance to arbitration, the arbitrator shall be selected according to and governed by the following procedure:

The arbitrator is to be mutually selected by the Committee and the Association. If the Committee and the Association cannot agree within seven (7) days after the written notice specified above of the intention to arbitrate, then the party demanding arbitration shall, within three (3) work days thereafter, request the American Arbitration Association to provide a panel of arbitrators. Said arbitrator is then to be selected under the provisions of the Voluntary Labor Arbitration Rules.

Section 2

The fees of the American Arbitration Association and of the arbitrators and the expenses of any required hearings shall be shared equally by the Committee and the Association, but each party shall bear the expenses of its representatives, participants, witnesses, and for the preparation and representation of its own case.

Section 3

The arbitrator's award shall be in writing and shall set forth his/her findings of fact with reasoning and conclusions. He/She shall arrive at his/her decision solely on 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 terms 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 Superintendent/Committee other than those expressly set forth herein. Subject to the foregoing, the decision of the arbitrator shall be submitted to the School Committee and the Association and shall be final and binding upon the Committee and the Association, and the employee, or group of employees, who initiated the grievance.

ARTICLE 7 PERFORMANCE EVALUATION

Section 1

A performance evaluation procedure shall be maintained which is reasonably related to the Unit C staff member's job duties and/or performance.

Section 2

The evaluation period shall be the applicable school year. Interim evaluations may be performed at the discretion of the evaluator.

Section 3

The evaluator will be the supervising teacher or administrator.

Section 4

The evaluatee will receive a copy of each evaluation for his/her signature. The employee's signature does not constitute affirmation of the contents of the evaluation, but only that the appropriate process has been followed. The evaluatee shall be allowed to submit written comment to the evaluation within (10) days of receipt of the evaluation.

Section 5

Should the evaluatee fail to meet the required standard of performance, disciplinary action may occur.

Section 6

Convene a committee to evaluate the efficacy of the Unit C evaluation instrument. Specifically address the following:

- a. Understand how the instrument works to improve underperforming Teaching Assistants.
- b. Evaluate the efficacy of the rating scale.

ARTICLE 8 MISCELLANEOUS LEAVES

Section 1 - Bereavement Leave

With the approval of the Superintendent of Schools, an employee will be allowed up to five (5) workdays without loss of pay in each case of death in the immediate family. The bereavement days must be taken within 60 calendar days of the death and if not taken consecutively, the days may only be taken in two (2) groups (*i.e.*, either 2 days and 3 days or 4 days and 1 day).

The term "immediate family" includes the employee's spouse, child, father, mother, brother, sister, grandparent, grandchild, son-in-law, daughter-in-law, mother-in-law, father-in-law, or other person for whom the employee has primary responsibility for funeral arrangements.

The Superintendent may grant additional leave at his/her sole discretion upon request in those circumstances which he/she deems appropriate.

An absence of two (2) days may be granted in such cases with respect to the death of the grandparents or sibling of his/her spouse or a permanent member of the employee's household. The Superintendent may grant time off at his/her sole discretion with pay for an employee to attend services with respect to the death of any other family member.

These provisions shall be administered in the light of their purpose, which is to provide opportunity, when needed, to enable an employee to attend the funeral or to

attend to family or personal matters arising as a result of the death, and shall not be charged against sick leave.

Section 2 - Leave of Absence

Requests for unpaid leave during the school year should be made only for good and sufficient reason approved by the employee's supervisor and submitted to the Superintendent for his/her decision. Unpaid leaves of absence will not be granted on an annual basis; therefore, requests for such leaves should be limited to extraordinary circumstances (e.g., once-in-a-lifetime experience, but not strictly vacation or extension of a vacation period).

Section 3 - Jury Duty Leave

An employee who is required to serve on jury duty during the school year will be paid full salary for the time served. Per diem compensation received by employees for jury duty on work days will be returned to the Town.

It is necessary to request a leave of absence for mandatory jury duty. The employee must state the duration of the jury duty in writing to the Director of Human Resources, with a copy to the Superintendent or designee.

Employees are requested to attempt to schedule jury duty, if possible, during non-school time.

Section 4 - Personal Days

Two days leave with pay may be granted each school year for imperative personal business which could not effectively be conducted outside of school hours. Personal days not used may accumulate to a maximum of four (4) days at the beginning of any school year.

Requests for such leave must be submitted to the Director of Human Resources in writing as soon as possible and, whenever possible, not less than seventy-two (72) hours before the absence occurs.

In no event will this leave be granted so as to extend a holiday or vacation, except in the case of unforeseen circumstances when approved by the Director of Human Resources.

Section 5 - Parental Leave

The School Committee agrees to provide parental leave consistent with the Family Medical Leave Act. In the event that an employee who has completed three (3) full years of service in Needham desires a leave without pay longer than any leave required by statute, the following will apply:

a. The employee will notify the Superintendent no later than two (2) months prior to the effective date of the initial leave of his/her intention to take an extended leave;

b. The employee is allowed take an extended leave beyond the statutory leave provided such leave coincides with the school year (e.g., if the baby is born or adopted in February, the employee may take extended leave provided the leave is for the remainder of that school year and, if requested, for the entire next school year);

c. The date of anticipated return will be established with the Superintendent at the time the leave commences;

d. The employee must notify the Superintendent in writing by May 1 in the calendar year in which the leave expires of the employee's intention to return in September or the employee's intention to resign from the school system; failure to comply with this requirement will be considered a resignation;

e. At the time of return, a doctor's certificate of good health must be presented upon request.

In the event of the termination of a pregnancy or if an employee desires to terminate parental leave, the employee may make written application for reinstatement prior to the previously established date for the termination of the leave. Such application shall be accompanied by a physician's statement of good health. Such reinstatement will be granted by the School Committee in the case that an acceptable vacancy exists.

An employee returning from an extended leave (beyond the initial statutory leave) will be placed on the next step of the salary schedule if actively employed by the Needham Public Schools for at least one half of his/her most recent work year.

This Parental Leave provision shall apply to adoptive parents.

Section 6 - Military Leave

The Committee will comply with all state and federal laws with respect to mandatory military leave of absence. In such instances when an employee is required to perform active duty training during the work year, s/he will be paid the difference between his/her regular pay for a two-week period and his/her certified military pay (assuming the latter is less).

ARTICLE 9 SICK LEAVE

Sick leave is granted when an employee is incapacitated from performance of duties due to sickness or injury. Also, sick leave with pay shall be granted in the case of a serious illness of a member of an individual's immediate family (spouse, child, parent) which requires the attention of the employee, not to exceed five (5) days of sick leave days per year allocation, unless otherwise approved by the Superintendent of Schools.

Section 1 –Sick Leave Accumulation

Each employee scheduled for twenty hours or more per week is permitted sick leave. Employees shall be granted twelve (12) days of sick leave, **which will accrue monthly at 1.2 days per month.** The days, if accrued, can be accumulated to a maximum of one hundred seventy-five (175) days.

The Superintendent of Schools may request an examination by the School Physician as to the necessity of any absence which exceeds three (3) days.

In any instance where the School Administration believes that such leave is being abused or used for purposes other than those for which it was intended, the employee will be notified, and pay for the day or days involved will be withheld. If the employee maintains that the Administration's decision is incorrect, the matter may be presented through the grievance procedure and arbitration.

Sick leave is not a bonus and is only intended for the unforeseen circumstances set forth above. Accordingly, employees whose services are terminated through resignation, dismissal, retirement, or death shall not be entitled to additional salary or wages in lieu of any sick leave not taken (except as otherwise provided by Article 10 of

this Agreement), nor may such unused sick leave be transferred to the account of any other employee.

When a person enters the employ of the Needham Public Schools, if eligible, he/she will receive one day of sick leave per month for the first three months. After the first three months of employment, the employee shall receive the balance of the annual allotment for the remainder of the work year (July 1 through June 30) and the full complement on each July 1 thereafter.

Part-time employees working less than twenty hours per week are not entitled to paid sick leave.

Section 2 - Extended Personal Illness

Any employee whose personal illness extends beyond the period compensated for above may be granted a leave of absence without pay or increment for up to a period of one (1) year. Thereafter such leaves shall be subject to annual review.

Section 3 - Extended Family Illness

A leave of absence without pay or increment of up to one (1) year may be granted at the discretion of the Superintendent for the purpose of caring for a member of the employee's immediate family or person for whom the employee has primary responsibilities who is seriously ill.

ARTICLE 10 SICK LEAVE BUY BACK POLICY

Employees with ten (10) years of service in the Needham Public Schools may obtain an increase in compensation in the final year of work by adhering to the following established procedure.

An eligible employee who desires to participate in this program will notify the Superintendent of his/her intent to retire at least six months before the day on which he/she plans to retire. If such notice is given then, at the beginning of the employee's final year of work, all accumulated sick leave up to one-hundred and sixty (160) days will be eliminated from the record, with the exception of the last year's allotment, and, in lieu thereof:

a. A "Buy Back" payment would be issued as a lump sum at the termination of employment or, at the Committee's option in the following fiscal year, according to the following sick leave surrender policy:

Years of Service	Maximum Number of Days
10 or more	160

b. Any unused days accumulated from the last year's sick day allotment will be included in the final paycheck due the employee.

In the event that the individual fails to retire under the provisions of the act on the date stated in his/her notice submitted to the Superintendent (unless prevented from doing so by death), she/he will agree in writing to repay the Town of Needham the difference between the salary which was actually received under the provisions of this section and that which he/she would have received had he/she not submitted the intention to retire, said amount to be deducted from his/her paychecks.

In the event that an employee who has elected to participate in the "Buy Back" plan suffers an unanticipated, serious illness or injury during his/her final year of work which results in a substantial absence and exhaustion of his/her sick leave for that year, the School Committee will consider a request from the employee for additional sick leave up to the amount surrendered in the prior year, if the employee agrees to pay deductions of thirty (\$30) dollars for each additional sick day so granted. Should an employee with long service be forced to retire because of a personal emergency situation, a request for "buy back" will be considered.

For employees hired prior to July 1, 2008, the rate of "buy back" shall be thirty (\$30) dollars per seven-hour (7) day (total hours accrued divided by seven (7) hours, multiplied by thirty (\$30) dollars).

For employees hired on or after July 1, 2008, the rate of "buy back" shall be thirty (\$30) dollars per six and one half (6.5) day (total hours accrued divided by six and one half (6.5) hours, multiplied by thirty (\$30) dollars).

In the event of permanent disability or death of an employee who has worked in the Needham Public School for ten or more years, the benefits of this article will be paid to the employee or his/her beneficiary.

ARTICLE 11 SICK LEAVE BANK

Section 1

A Sick Leave Bank is established for use by qualified members of this professional staff who have exhausted their own sick leave and who are seriously ill. The purpose of the Sick Leave Bank will be to provide its members sick leave with pay for periods of disability resulting from illness, accident, or injury. In order to be eligible for a grant from the Sick Leave Bank, Sick Leave Bank participants must intend to return to regular duties.

Section 2

Each member of the bargaining unit has contributed one sick day of personal accumulation to fund the Bank, to be maintained year to year until exhausted. When exhausted, the Bank shall be renewed by the contribution of one additional day by each member of the bargaining unit. All new members hired into the bargaining unit shall contribute one sick day at the end of their first year of employment. If no balance remains in the employees account at the end of the first year, one day will be deducted from the first pay period of the following school year.

Section 3

The initial grant of sick leave by the Bank Committee shall not exceed thirty (30) days.

Section 4

Upon completion of the thirty (30) day period, additional entitlement may be extended by the Sick Leave Bank Committee upon demonstration of need by the applicant.

Section 5

Any sick leave granted under the provisions of this Section shall expire at the end of the applicable school year.

Section 6

The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of five (5) members. Two (2) members shall be designated by the School Committee to serve at its discretion, and two (2) members shall be designated by the Association. The fifth member shall be selected by the NEA or NSC on an alternating basis and shall vote only to break ties. For the 2017-2018 year, the NEA will choose the fifth person whereas in 2018-2019, the choice will be that of the NSC. The NEA will choose the fifth person in the 2019-2020 school year. The Sick Leave Bank shall determine the eligibility for the use of the Bank and the amount of leave to be granted. The following criteria shall be used by the Committee in administering the Bank and determining eligibility and amount of leave:

- a. Adequate medical evidence of serious illness;
- b. Prior utilization of all eligible sick leave;
- c. Length of service in the Needham School System
- d. Use of previous sick leave and personal leave.

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

Section 7

The purpose of the sick leave bank is not intended to serve as a disability policy. Unit C members are encouraged to consider options as outlined in Article 23, section 4, or other private short and long-term disability policies.

Section 8

The decision of the Sick Leave Bank Committee with respect to eligibility and entitlement shall be final and binding and not subject to appeal.

Section 9

The member, or if the member is too disabled the NEA, must apply in writing for benefits. A Certificate of Health Care Provider form completed and signed by the licensed physician indicating that he/she is suffering a serious illness that requires further absence from work must accompany the application for benefits.

ARTICLE 12 LONGEVITY

Section 1 - Full-Time Employees (32.5 hours per week or more)

Full-time employees will receive longevity payments as follows:

After 5 years	\$450
After 10 years	\$650
After 15 years	\$900
After 20 years	\$1150

Section 2 - Part-Time Employees

Part-time employees who work twenty (20) hours or more but less than thirty-two and one-half (32.5) hours per week if hired on or after July 1, 2008 will receive longevity payments, **prorated based on the percentage of full-time hours worked beginning in the 2017-2018 school year.**

Section 3 - Method of Payment

Longevity payments will be issued during the first week of each September. Therefore, any employee entitled to a longevity payment will receive a check for the year (January 1 through December 31) in September. Any increase in longevity payment will also be paid in September of the year in which it occurs.

Section 4 – Timing of Payments

Longevity Payments are made in September following the conclusion of five (5), ten (10), fifteen (15) and twenty (20) years of service.

ARTICLE 13 HOLIDAYS

The following holidays shall be recognized as paid holidays when these holidays fall within the employees' regular work year. Employees who are out of work on unpaid absence either the workday immediately before or immediately after the holiday are not eligible for holiday pay.

Columbus Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King Day, President's Day, Patriot's Day, and Memorial Day

Beginning in 2018-2019 school year, in any year in which staff are required to report to work prior to Labor Day, Unit C employees will be paid for the holiday of Labor Day.

ARTICLE 14 VACATION DAYS

Section 1

Vacation days are earned on the day the vacation is assigned as articulated in Section 2.

Section 2

Each employee scheduled for twenty hours or more per week will be paid a total of 8.5 vacation days in the 2017-2018 school year, 8.5 vacation days in the 2018-2019 school year, and 9.5 vacation days in the 2019-2020 school year. All vacation days must be taken during designated school vacation weeks. For the 2017-2018 and 2018-2019 school years, 4 vacation days will be paid in December, 2.5 vacation days during the February vacation and 2 vacation days during the April vacation week. For the 2019-2020 school year, 4 vacation days will be paid in December, 3 vacation days during the February vacation and 2.5 vacation days during the April vacation week. "Days" are equal to one-fifth (1/5) of the employee's regularly-scheduled workweek.

ARTICLE 15 CONDITIONS OF WORK

Section 1

The workday for Unit C members is as follows:

	Hired Before July 1, 2008	Hired on or after July 1, 2008
Elementary	7 hours 30 minutes, including a 30 minute paid lunch	7 hours plus a 30 minute non-paid lunch
Middle	7 hours 10 minutes, including a 30 minute paid lunch	6 hours 40 minutes plus a 30 minute non-paid lunch
High	7 hours, including a 30 minute paid lunch	6 hours 30 minutes plus a 30 minute non-paid lunch

Section 2

The work year for employees in Categories 1, 2, 3a, 5 and 6 shall be 183 paid days; Category 3b, 191 paid days; and Category 4, 193 paid days including the day before school opens and one professional day. **Specific hours for these positions are detailed in the salary scales on pages 23-25.**

Section 3

The Committee will notify the bargaining unit members, whenever possible, of their non-reappointment for the following year by the preceding June 30th.

Section 4

It is the responsibility of the principal in each school to **ensure** that the requirements of an Individualized Education Plan (IEP) are met. Therefore, a teaching assistant may be reassigned to another duty only with the knowledge of the principal and shall not be held responsible for the requirements of the IEP.

Section 5

While every effort will be made to find substitute coverage for classrooms without using classroom assistants, if K-5 teaching assistants are required to substitute teach a classroom they will be paid \$35.00 for a full day and \$17.50 for a half-day. This will be effective in the 2017-2018 school year, beginning on January 1 of each fiscal year.

Section 6

A new employee must serve a probationary period of ninety (90) workdays. Discharge during the probationary period is not subject to the grievance and arbitration procedure.

Section 7

Any paraprofessional hired prior to July 30, 2008 who is scheduled to work more than four hours per day shall receive a thirty minute duty-free lunch break normally scheduled within thirty minutes before, during, or thirty minutes after the lunch breaks for students. Unit C members hired on or after July 1, 2008 will receive a thirty-minute,

unpaid, duty-free lunch scheduled within thirty minutes before or after the lunch breaks for students.

Section 8

Teaching assistants must be "Highly Qualified" under the No Child Left Behind Legislation upon hire.

Section 9

The NEA will meet with the Superintendent twice a year to discuss minimizing the use of teaching assistants to cover classrooms in the absence of the regular teacher or substitute. The first meeting will occur before November 1, 2008 to discuss the issue and plans to address it. A second meeting will be held before May 1, 2009 to discuss data for the current year. Meetings will be held in the fall and spring each year thereafter.

Section 10

Teaching assistants will have biweekly meetings during the school year to collaborate, share ideas, problem solve and meet together. The meetings will have an agenda and minutes will be led by an administrator or special education liaison.

Section 11

The Committee may require a teaching assistant assigned to a district specialized program **and those assigned to a specific student** to work up to three (3) extra days for the purpose of professional development. In the event a teaching assistant will be required to work, the committee will give such teaching assistant notice other than newly hired teaching assistants **no later than January 1 of each year**. A teaching assistant working extra days will receive his or her hourly rate as assigned in that fiscal year. Absences will be excused only in a case of unforeseeable circumstances which create unreasonable hardship. The following Teaching Assistants may be included:

- a. Preschool ELC
- b. High Rock Insight and Intensive Programs
- c. Newman ELC
- d. Hillside ELC
- e. Pollard Bridges and Insight Programs
- f. Therapeutic Programs K-12
- g. NHS Insight, Skills and Post Graduate and Foundations Programs
- h. Those assigned to work with a specific student**

The summer training will be held in August and no sooner than the conclusion of the NPS special education summer programs.

Section 12

The Committee will continue to work to phase-out paper time record-keeping methods. Paper records will be replaced by an electronic time record-keeping system.

ARTICLE 16 REDUCTION IN FORCE

In the event that it is necessary to reduce the number of Unit C staff, staff who are subject to lay-off and have been employed for at least five (5) years may be assigned to and/or granted an interview for other positions within their category for which they are qualified.

ARTICLE 17 HEALTH AND SAFETY

The Committee will strive to provide staff with safe and healthful working conditions.

ARTICLE 18 PROFESSIONAL DEVELOPMENT

Section 1

Bargaining unit members are eligible to participate in staff development program activities. They may also be granted permission to attend workshops and/or conferences outside the system at the discretion of the immediate supervisor. Expenses associated with such activities will be reimbursed at the discretion of the supervisor to the extent that budgets permit.

Section 2

All employees will participate in at least six hours of professional development related to the position in which they work. The six hours will take place during the work year and will be provided by the appropriate administrators. The administrators will consider input from employees in determining the topics for these sessions.

Section 3

To meet specific students needs in the district, teaching assistants in Unit C who obtain Board Certification as an Assistant Behavior Analyst (BCaBA) through an accredited program will be compensated with a one-time payment of \$1000 upon successful completion and proof of Board Certification. To be eligible for this payment, any teaching assistant who is contemplating certification as a BCaBA must first obtain prior written approval from the Director of Special Education and the Director of Human Resources prior to beginning the BCaBA program.

ARTICLE 19 RELIGIOUS HOLIDAYS

Insofar as the Needham School Committee's policies permit staff to be absent from work for religious reasons, bargaining unit members who are required to be absent from work for religious reasons will be so permitted to use a personal day or take the day without pay. Requests for such absence shall be submitted in writing in advance to the immediate supervisor.

ARTICLE 20 PERSONNEL FILES

An employee has the right, upon request, to review the contents of his/her personnel file. Nothing of a derogatory nature should be placed in a personnel file without a copy going to the employee.

Any complaint regarding an employee from a parent, student, or other person requiring administrative action shall be promptly called to the attention of the employee before any administrative action is taken. This section will not be construed to prevent the administration from conducting an investigation before the complaint is brought to the attention of the employee.

In the course of reprimand or discipline by a member of the administration, the employee may request that a representative of the Association be present.

ARTICLE 21 JUST CAUSE

The Committee will not discipline or discharge employees without just cause.

ARTICLE 22 BENEFITS

Section 1 - Insurance

As long as the Town of Needham agrees to pay a portion of the health and life insurance program currently in effect for employees working more than twenty (20) hours per week, the School Committee will certify deductions from the payroll checks for participating members upon receipt of a proper authorization.

In the event the Town of Needham modifies its insurance plan, similar arrangements or amendments to payroll deductions will be made available to employees in the unit.

The HMO plans available to employees on July 1, 2011 are the so-called Rate Saver Plans provided through West Suburban Health Group and are in effect as of July 1, 2011.

Section 2 - Tax Sheltered Annuities

a. In order to provide for a non-forfeitable tax sheltered annuity payable upon retirement or termination of employment, an employee working more than twenty (20) hours per week may contract with the Committee pursuant to the General Laws of Massachusetts for the purchase of such annuity as part of his or her employment compensation.

b. Such contract shall specify the premiums to be paid toward the annuity and the benefits payable thereunder.

c. Initiation of a tax sheltered annuities program may be made at any time during the year.

d. Premiums for such annuities shall be paid promptly.

Section 3 - Workers' Compensation

Workers' Compensation is provided to employees through the Town of Needham. In case of injury, the employee must notify the immediate supervisor and complete all required documentation in a timely fashion as required by law.

An employee on Workers' Compensation may elect to receive sick leave payments to the extent permitted by the General laws in Chapter 152, Section 69, whereby such payments will be charged against accumulated sick leave and the amount, when added to Workers' Compensation benefits, does not exceed his/her full salary or wages.

Section 4 – Payroll Deduction Slot

The Town of Needham will assign a payroll deduction slot for employees to participate in the Massachusetts Teachers Association's disability insurance plan. The NEA will provide the premium amounts of the plan, along with deduction authorizations, for those employees who are eligible for and wish to participate in the plan.

ARTICLE 23 SAVINGS CLAUSE

If any provision of this Agreement or any application of this Agreement is held contrary to law, then such provision shall not be deemed valid. All other provisions shall continue in full force and effect.

ARTICLE 24 SALARIES

Section 1

Salaries for bargaining unit members shall be increased as follows.

The salaries for all categories and steps shall be increased by **.75%** and add one **vacation day** on July 1, 2017.

The salaries for all categories and steps shall be increased by **.5%** and **recalibrate ASA step one on the salary scale**, on July 1, 2018.

The salaries for all categories and steps shall be increased by **1%**; and add one **additional vacation day** on July 1, 2019.

Section 2 - Travel Reimbursement

Employees who are required to use their vehicles in the performance of their duties shall receive reimbursement for mileage at the rate approved for other Town employees so long as they submit such mileage on a form approved by the Committee. Employees should submit these forms on a quarterly basis, with the final report due no later than June 30.

Section 3 - Promotional Vacancies

When an employee is promoted into a higher-paid classification, that employee will be placed on the step in the higher-paid classification that provides an increase of no less than \$.25 per hour.

Section 4 – Resignations

Employees will provide the Superintendent with thirty days' written notice of resignation when leaving the employ of the Needham Public Schools.

ARTICLE 25 DIRECT DEPOSIT

All unit C members will be required to utilize direct deposit beginning in the FY 18 year. The Town reserves the right to discontinue the practice of issuing a paper pay stub at any time.

ARTICLE 26 SCOPE OF AGREEMENT

Section 1

This agreement constitutes the entire Agreement of the Committee and the Association arrived at as a result of collective bargaining negotiations, except such amendments hereto as shall be reduced to writing and signed by the parties.

Section 2

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Committee and the Association for the life of this Agreement each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement.

ARTICLE 27 DURATION

This Agreement shall become effective upon ratification by the Association and approval by the Committee. The contract shall remain in full force and effect until June 30, 2020.

This is a complete Agreement between the parties covering the period from July 1, 2017, to June 30, 2020.

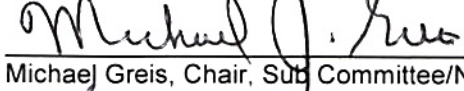
IN WITNESS WHEREOF, the parties have affixed the signatures of the duly authorized representatives on this **seventeenth day of October 2017**.

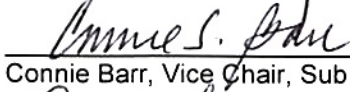
NEEDHAM SCHOOL COMMITTEE

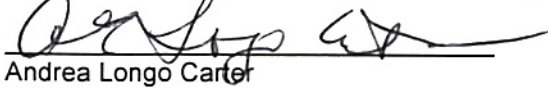

Heidi Black, Chair

10/17/17
Date Signed by the Chair


Aaron Pressman, Vice Chair


Michael Greis, Chair, Sub Committee/Negotiations

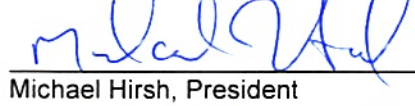

Connie Barr, Vice Chair, Sub Committee/Negotiations


Andrea Longo Carter

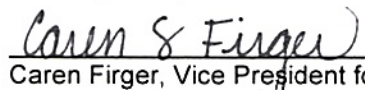
Susan Neckes



Matthew Spengler

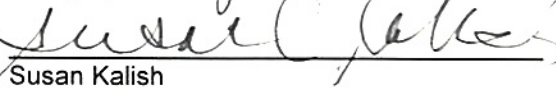
NEEDHAM EDUCATION ASSOCIATION


Michael Hirsh, President

Oct 17, 2017
Date Signed by the President


Caren Firger, Vice President for Negotiation


Marcy Spink


Susan Kalish

Sannie Rejndrup

□

□

July 1, 2017

Unit C Salary Schedule July 2017 0.75%

Classification	Grade	Days Per Year **	Hours Per Year ***	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
Category I										
Teaching Asst Cat I	ASA	201.5	See Chart	16.15640	16.95990	17.76346	19.21026	20.77470	21.92592	22.75567
Category II *										
Teaching Asst Cat II	ASC	201.5	See Chart	21.77901	22.92582	24.13289	25.40133	26.73829	28.06859	29.13080
Category IIIa										
Program Specialist: Library Program Specialist	ASD	201.5	See Chart	24.32356	25.60382	26.95059	28.36910	29.86323	31.28728	32.47129
Category IIIb										
Program Specialist: Media Technician	ASB	209.5	See Chart	24.32356	25.60382	26.95059	28.36910	29.86323	31.28728	32.47129
Category IV										
Program Specialist: Science Ctr	ASE	211.5	See Chart	25.02827	26.34641	27.73317	29.19218	30.72899	32.17895	33.39671
Category V										
Program Specialist: COTA Assistants/ Speech Language Assistants/ Special Education Program Specialists	ASF	201.5	See Chart	24.32356	25.60382	26.95059	28.36910	29.86323	31.28728	32.47129
Category VI										
Program Specialist: ELL Tutor	ASG	201.5	See Chart	25.02827	26.34641	27.73317	29.19218	30.72899	32.17895	33.39671

* In effect for those members of the bargaining unit hired prior to 1990.

		Schl Days (1)	Holidays	Vac Day (2)	TL Days	Base Hrs	Ext Day	Pgm Spc Adj	Total Hrs/Day	Total Hours
Employees Hired Before July 1, 2008										
TA I, TA II	ASA, ASC	183	10	8.5	201.5	7.00	0.50	*	7.50	1,511.25 Elem
SpEd Pgm Spec, ELL Pgm Spec	ASF, ASG	183	10	8.5	201.5	7.00	0.17	*	7.17	1,444.08 Middle
		183	10	8.5	201.5	7.00	0.00	*	7.00	1,410.50 High, PreK
Library Pgm Spec	ASD	183	10	8.5	201.5	7.00	0.50	0.31	7.81	1,573.24 Elem
		183	10	8.5	201.5	7.00	0.17	0.31	7.47	1,506.08 Middle
		183	10	8.5	201.5	7.00	0.00	0.31	7.31	1,472.49 High
Media Pgm Spec	ASB	191	10	8.5	209.5	7.00	0.50	*	7.50	1,571.25 Elem
		191	10	8.5	209.5	7.00	0.17	*	7.17	1,501.42 Middle
		191	10	8.5	209.5	7.00	0.00	*	7.00	1,466.50 High
Science Ctr Pgm Spec	ASE	193	10	8.5	211.5	7.00	0.50	0.48	7.98	1,686.71 Elem
		193	10	8.5	211.5	7.00	0.17	0.48	7.64	1,616.21 Middle
		193	10	8.5	211.5	7.00	0.00	0.48	7.48	1,580.96 High
Employees Hired After July 1, 2008										
TA I, TA II	ASA	183	10	8.5	201.5	6.50	0.50	*	7.00	1,410.50 Elem
SpEd Pgm Spec, ELL Pgm Spec	ASF, ASG	183	10	8.5	201.5	6.50	0.17	*	6.67	1,343.33 Middle
		183	10	8.5	201.5	6.50	0.00	*	6.50	1,309.75 High, PreK
Library Pgm Spec	ASD	183	10	8.5	201.5	6.50	0.50	0.31	7.31	1,472.49 Elem
		183	10	8.5	201.5	6.50	0.17	0.31	6.97	1,405.33 Middle
		183	10	8.5	201.5	6.50	0.00	0.31	6.81	1,371.74 High
Media Pgm Spec	ASB	191	10	8.5	209.5	6.50	0.50	*	7.00	1,466.50 Elem
		191	10	8.5	209.5	6.50	0.17	*	6.67	1,396.67 Middle
		191	10	8.5	209.5	6.50	0.00	*	6.50	1,361.75 High
Science Ctr Pgm Spec	ASE	193	10	8.5	211.5	6.50	0.50	0.48	7.48	1,580.96 Elem
		193	10	8.5	211.5	6.50	0.17	0.48	7.14	1,510.46 Middle
		193	10	8.5	211.5	6.50	0.00	0.48	6.98	1,475.21 High

(1) FY18 adds 183rd Work Day for Unit C staff.

(2) FY18 adds additional vacation day for staff scheduled for 20 hours or more per week.

July 1, 2018

Unit C Salary Schedule July 2018 0.50%

Classification	Grade	Days Per Year **	Hours Per Year ***	STEP 1 (4)	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
Category I										
Teaching Asst Cat I	ASA	202.5	See Chart	N/A	17.04470	17.85228	19.30631	20.87857	22.03555	22.86945
Category II *										
Teaching Asst Cat II	ASC	202.5	See Chart	N/A	23.04044	24.25355	25.52834	26.87198	28.20894	29.27645
Category IIIa										
Program Specialist: Library Program	ASD	202.5	See Chart	N/A	25.73184	27.08535	28.51095	30.01255	31.44372	32.63365
Category IIIb										
Program Specialist: Media Technician	ASB	210.5	See Chart	N/A	25.73184	27.08535	28.51095	30.01255	31.44372	32.63365
Category IV										
Program Specialist: Science Ctr	ASE	212.5	See Chart	N/A	26.47815	27.87184	29.33814	30.88263	32.33985	33.56369
Category V										
Program Specialist: COTA Assistants/ Speech Language Assistants/ Special Education Program Specialists	ASF	202.5	See Chart	N/A	25.73184	27.08535	28.51095	30.01255	31.44372	32.63365
Category VI										
Program Specialist: ELL Tutor	ASG	202.5	See Chart	N/A	26.47815	27.87184	29.33814	30.88263	32.33985	33.56369
* In effect for those members of the bargaining unit hired prior to 1990.										
<u>Employees Hired Before July 1, 2008</u>										
TA I, TA II	ASA, ASC	Sch Days (1)	Holidays (2)	Vac Day (3)	TL Days	Base Hrs	Ext Day	Pgm Spc Adj	Total Hrs/Day	Total Hours
SpEd Pgm Spec, ELL Pgm Spec	ASF, ASG	183	11	8.5	202.5	7.00	0.50	7.50	7 Hours, 30 Minutes	1,518.75 (5)
		183	11	8.5	202.5	7.00	0.17	7.17	7 Hours, 10 Minutes	1,451.25 Middle
		183	11	8.5	202.5	7.00	0.00	7.00	7 Hours	1,417.50 Note 5)
Library Pgm Spec	ASD	183	11	8.5	202.5	7.00	0.31	7.81	7 Hours, 49 Minutes	1,581.05 Elem
		183	11	8.5	202.5	7.00	0.17	7.47	7 Hours, 29 Minutes	1,513.55 Middle
		183	11	8.5	202.5	7.00	0.00	7.31	7 Hours, 19 Minutes	1,479.80 High
Media Pgm Spec	ASB	191	11	8.5	210.5	7.00	0.50	7.50	7 Hours, 30 Minutes	1,578.75 Elem
		191	11	8.5	210.5	7.00	0.17	7.17	7 Hours, 10 Minutes	1,508.58 Middle
		191	11	8.5	210.5	7.00	0.00	7.00	7 Hours	1,473.50 High
Science Ctr Pgm Spec	ASE	193	11	8.5	212.5	7.00	0.50	7.98	7 Hours, 59 Minutes	1,694.69 Elem
		193	11	8.5	212.5	7.00	0.17	7.64	7 Hours, 39 Minutes	1,623.85 Middle
		193	11	8.5	212.5	7.00	0.00	7.48	7 Hours, 29 Minutes	1,588.44 High
<u>Employees Hired After July 1, 2008</u>										
TA I, TA II	ASA	Sch Days (1)	Holidays (2)	Vac Day (3)	TL Days	Base Hrs	Ext Day	Pgm Spc Adj	Total Hrs/Day	Total Hours
SpEd Pgm Spec, ELL Pgm Spec	ASF, ASG	183	11	8.5	202.5	6.50	0.50	7.00	7 Hours	1,417.50 (5)
		183	11	8.5	202.5	6.50	0.17	6.67	6 Hours, 40 Minutes	1,350.00 Middle
		183	11	8.5	202.5	6.50	0.00	6.50	6 Hours, 30 Minutes	1,316.25 Note 5)
Library Pgm Spec	ASD	183	11	8.5	202.5	6.50	0.31	7.31	7 Hours, 19 Minutes	1,479.80 Elem
		183	11	8.5	202.5	6.50	0.17	6.97	6 Hours, 59 Minutes	1,412.30 Middle
		183	11	8.5	202.5	6.50	0.00	6.81	6 Hours, 49 Minutes	1,378.55 High
Media Pgm Spec	ASB	191	11	8.5	210.5	6.50	0.50	7.00	7 Hours	1,473.50 Elem
		191	11	8.5	210.5	6.50	0.17	6.67	6 Hours, 40 Minutes	1,403.33 Middle
		191	11	8.5	210.5	6.50	0.00	6.50	6 Hours, 30 Minutes	1,368.25 High
Science Ctr Pgm Spec	ASE	193	11	8.5	212.5	6.50	0.50	7.48	7 Hours, 29 Minutes	1,588.44 Elem
		193	11	8.5	212.5	6.50	0.17	7.14	7 Hours, 9 Minutes	1,517.60 Middle
		193	11	8.5	212.5	6.50	0.00	6.98	6 Hours, 59 Minutes	1,482.19 High

- (1) FY18 adds 183rd Work Day for Unit C staff
 (2) Beginning FY19, Labor Day added as holiday in any year in which staff must report prior to Labor Day
 (3) FY18 adds additional vacation day for staff scheduled for 20 hours or more per week
 (4) ASA 1 removed from scale, effective FY19
 (5) Additional 30 Minutes added to workday of Preschool TAs assigned to separate AM and PM sessions, beginning FY19

July 1, 2019

Unit C Salary Schedule July 2019 1.00%

Classification				Grade	Days Per Year **	Hours Per Year ***	STEP 1 (4)	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7		
Category I															
Teaching Asst Cat I				ASA	203.5	See Chart	N/A	17.21515	18.03080	19.49937	21.08736	22.25591	23.09814		
Category II *															
Teaching Asst Cat II				ASC	203.5	See Chart	N/A	23.27085	24.49609	25.78362	27.14070	28.49103	29.56922		
Category IIIa															
Program Specialist:	Specialist:	Library	Program Specialist	ASD	203.5	See Chart	N/A	25.98916	27.35620	28.79605	30.31267	31.75816	32.95999		
Category IIIb															
Program Specialist: Media Technician				ASB	211.5	See Chart	N/A	25.98916	27.35620	28.79605	30.31267	31.75816	32.95999		
Category IV															
Program Specialist: Science Ctr				ASE	213.5	See Chart	N/A	26.74293	28.15056	29.63152	31.19146	32.66325	33.89933		
Category V															
Program Specialist: COTA Assistants/ Speech Language Assistants/ Special Education Program Specialists				ASF	203.5	See Chart	N/A	25.98916	27.35620	28.79605	30.31267	31.75816	32.95999		
Category VI															
Program Specialist: ELL Tutor				ASG	203.5	See Chart	N/A	26.74293	28.15056	29.63152	31.19146	32.66325	33.89933		
* In effect for those members of the bargaining unit hired prior to 1990															
<u>Employees Hired Before July 1, 2008</u>				Schl Days (1)	Holidays (2)	Vac Day (3)	TL Days	Base Hrs	Ext Day	Pgm Spc Adj	Total Hrs/Day	Total Hours	Elem, PreK (AM & PM - See Note 5)		
TA I, TA II				ASA, ASC	183	11	9.5	203.5	7.00	0.50	7.50	7 Hours, 30 Minutes	1,526.25		
SpEd Pgm Spec, ELL Pgm Spec				ASF, ASG	183	11	9.5	203.5	7.00	0.17	7.17	7 Hours, 10 Minutes	1,458.42	Middle High, PreK (AM or PM Only - See Note 5)	
					183	11	9.5	203.5	7.00	0.00	7.00	7 Hours	1,424.50	Note 5)	
Library Pgm Spec				ASD	183	11	9.5	203.5	7.00	0.50	0.31	7.81	7 Hours, 49 Minutes	1,588.86	Elem
					183	11	9.5	203.5	7.00	0.17	0.31	7.47	7 Hours, 29 Minutes	1,521.03	Middle
					183	11	9.5	203.5	7.00	0.00	0.31	7.31	7 Hours, 19 Minutes	1,487.11	High
Media Pgm Spec				ASB	191	11	9.5	211.5	7.00	0.50	7.50	7 Hours, 30 Minutes	1,586.25	Elem	
					191	11	9.5	211.5	7.00	0.17	7.17	7 Hours, 10 Minutes	1,515.75	Middle	
					191	11	9.5	211.5	7.00	0.00	7.00	7 Hours	1,480.50	High	
Science Ctr Pgm Spec				ASE	193	11	9.5	213.5	7.00	0.50	0.48	7.98	7 Hours, 59 Minutes	1,702.66	Elem
					193	11	9.5	213.5	7.00	0.17	0.48	7.64	7 Hours, 39 Minutes	1,631.50	Middle
					193	11	9.5	213.5	7.00	0.00	0.48	7.48	7 Hours, 29 Minutes	1,595.91	High
<u>Employees Hired After July 1, 2008</u>				Schl Days (1)	Holidays (2)	Vac Day (3)	TL Days	Base Hrs	Ext Day	Pgm Spc Adj	Total Hrs/Day	Total Hours	Elem, PreK (AM & PM - See Note 5)		
TA I, TA II				ASA	183	11	9.5	203.5	6.50	0.50	7.00	7 Hours	1,424.50		
SpEd Pgm Spec, ELL Pgm Spec				ASF, ASG	183	11	9.5	203.5	6.50	0.17	6.67	6 Hours, 40 Minutes	1,356.67	Middle High, PreK (AM or PM Only - See Note 5)	
					183	11	9.5	203.5	6.50	0.00	6.50	6 Hours, 30 Minutes	1,322.75	Note 5)	
Library Pgm Spec				ASD	183	11	9.5	203.5	6.50	0.50	0.31	7.31	7 Hours, 19 Minutes	1,487.11	Elem
					183	11	9.5	203.5	6.50	0.17	0.31	6.97	6 Hours, 59 Minutes	1,419.28	Middle
					183	11	9.5	203.5	6.50	0.00	0.31	6.81	6 Hours, 49 Minutes	1,385.36	High
Media Pgm Spec				ASB	191	11	9.5	211.5	6.50	0.50	7.00	7 Hours	1,480.50	Elem	
					191	11	9.5	211.5	6.50	0.17	6.67	6 Hours, 40 Minutes	1,410.00	Middle	
					191	11	9.5	211.5	6.50	0.00	6.50	6 Hours, 30 Minutes	1,374.75	High	
Science Ctr Pgm Spec				ASE	193	11	9.5	213.5	6.50	0.50	0.48	7.48	7 Hours, 29 Minutes	1,595.91	Elem
					193	11	9.5	213.5	6.50	0.17	0.48	7.14	7 Hours, 9 Minutes	1,524.75	Middle
					193	11	9.5	213.5	6.50	0.00	0.48	6.98	6 Hours, 59 Minutes	1,489.16	High

(1) FY18 adds 183rd Work Day for Unit C staff

(2) Beginning FY19, Labor Day added as holiday in any year in which staff must report prior to Labor Day

(3) Additional vacation day for staff scheduled for 20 hours or more per week added FY18 and FY20

(4) ASA 1 removed from scale, effective FY19

(5) Additional 30 Minutes added to workday of Preschool TAs assigned to separate AM AND PM sessions, beginning FY19

PROCEDURE FOR UNIT C EVALUATION

1. A copy of the Evaluation Tool should be disseminated to all special education liaisons, general education teachers and Unit C employees at the start of the school year.
2. The Tool and this PROCEDURE should be reviewed with all Unit C employees as soon as possible, prior to October 1. A building-based special education administrator should lead this meeting.
3. As per the current Unit C contract, a “supervising teacher or administrator” may do the evaluation. The following are the designated evaluators in each school:
 - Elementary and High Rock – Special Education Coordinator
 - Pollard and High School – Special Education Liaison is the primary supervisor. The building-based special education administrator signs off on all evaluations. If there are Unit C staff members who need extra supervisory input, the Administrator should be asked to provide the supervision and evaluation of that Unit C member by the Liaison
 - The Pollard and High School Special Education Administrators will provide an optional 1 hour training session with the Liaisons prior to October 1 to review the observation, supervision and evaluation process
3. The Tool can be used by Unit C employees to set goals for the school year.
4. For returning Unit C employees, the supervising teacher or administrator should review the prior year’s end-of-year evaluation for suggestions on goal setting.
5. The evaluator should provide a minimum of **two brief (at least 10 minutes in length)** observations per year, one of them occurring prior to the mid-year meeting, which should occur prior to the Thanksgiving break. The two observations should be followed with in-person and written feedback within 5 days of the observation.
5. End of year Evaluation deadline for Unit C members is May 15th. The original, final signed Evaluation should be sent to the Human Resources Office by May 16th.
6. The Evaluation will be signed by the Special Education Coordinator at the Elementary level, the Preschool Director at the Preschool, and co-signed by the Special Education Coordinator at Pollard and by the Special Education Director at the High School.
7. The Evaluation Tool may be used as an “information gathering” tool with classroom and special education teachers. The supervising teacher or administrator may request input from the teachers who direct and partner with the Unit C employee prior to completing the evaluation tool and meeting with the Unit C employee.

Developed May 2014
Needham Public Schools

NAME	SCHOOL	EVALUATOR
Rubric for Job Performance		
3 - Exceeds Expectations		
2 - Meets Expectations		
1 - Below Expectations		
NA - Not applicable		
Any rating of "1" should be accompanied by evidence comment		

Job Performance	NOV 3 2 1	MAY 3 2 1	Comments as needed
1. Performs consistently			
2. Work completed meets expectations and performance responsibilities			
3. Carries out all assigned tasks			
4. Follows school and classroom procedures			
5. Demonstrates classroom techniques and procedures consistent with teacher expectations			
6. Recognizes and implements priorities			
7. Assists in the inclusion of students			
8. Follows documentation procedures where applicable			

Interpersonal Relationships	NOV 3 2 1	MAY 3 2 1	Comments as needed
1. Relates positively with students, parents, staff and public			
2. Reflects on practice and responds appropriately to suggestions			
3. Handles and resolves conflict well			
4. Demonstrates constructive communication strategies			
5. Presents ideas effectively			

Professional Responsibilities	NOV 3 2 1	MAY 3 2 1	Comments as needed
1. Takes initiative where appropriate			
2. Performs tasks without supervision			
3. Reports to work and to assigned responsibilities on time			
4. Demonstrates discretion and practices confidentiality			
5. Establishes and maintains successful working relationships with students			

<p>November:</p> <p>Commendations:</p> <p>Suggestions for continued growth:</p>

<p>May:</p> <p>Commendations:</p> <p>Suggestions for continued growth:</p>
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I have had the opportunity to read this evaluation and understand that I may attach comments of my own regarding the evaluation before placement in my file. My signature does not necessarily indicate my agreement with this evaluation.

November:

_____ Signature of Employee	_____ Date	_____ Signature of Evaluator	_____ Date
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May: