

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

BELMONT SCHOOL COMMITTEE

AND

BELMONT EDUCATION ASSOCIATION

UNIT D

(EDUCATION SUPPORT PERSONNEL)

September 1, 2017 – August 31, 2020

**BELMONT EDUCATION ASSOCIATION
UNIT D
NEGOTIATING TEAM**

John Sullivan, President
Denise LaPolla, Vice-President
Bethany Fitzsimmons
Jacqueline Hardy
Jitka Raidl

Phillip Katz, MTA Representative

**BELMONT SCHOOL COMMITTEE
NEGOTIATING TEAM**

Ms. Murat Bicer

Ms. Susan Burgess-Cox

Mary Pederson, Director of Human Resources
James Pender Esq., School Counselor

John P. Phelan, Superintendent
Belmont Public Schools

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ARTICLE ONE – RECOGNITION

1.1 For the purpose of collective bargaining with respect to wages, hours, other conditions of employment, and any questions arising thereunder, the Committee recognizes the Association as the exclusive bargaining agent and representative of all personnel whose position is classified as one of the following:

1. Professional Aides/Tutors
2. Campus Monitors
3. Classroom Assistants
Pre-K/Grades K-4
4. METCO Aides
5. Professional Elementary Library Aides
6. Building Substitutes

ARTICLE TWO – GRIEVANCE PROCEDURE

2.1 The purpose of the grievance procedure is to insure equitable solutions to problems which arise under interpretations of this Contract between Unit D and the Belmont School Committee.

2.2 For the purpose of the grievance procedure under this Contract, the following definition shall pertain: Grievance: A grievance is defined as an alleged violation, misinterpretation, or inequitable application of the provisions of the Contract in reference to wages, hours, and other conditions of employment.

2.3 The following grievance procedures shall be in effect:

Step One: The employee with a grievance shall present the matter to the immediate supervisor within fourteen (14) workdays from the occurrence of the event upon which the grievance is presented. The supervisor will respond to the grievance within seven (7) workdays of the presented case.

Step Two: If at the end of ten (10) workdays following such a response, and if the grievance has not been disposed of to the employee's satisfaction, the grievance shall forthwith be presented in writing by the employee and a Unit D representative to the Superintendent or his/her designee who shall, within seven (7) workdays thereafter, meet with the employee and the immediate supervisor if involved, and the said Unit D representative in an effort to settle the grievance.

Step Three: If at the end of ten (10) workdays following such a presentation to the Superintendent or his/her designee, and if the grievance has not been disposed of to the employee's satisfaction, the employee may, within five (5) workdays thereafter, notify the Unit D representative or president in writing of the employee's desire to have the grievance presented to the School Committee and, within five (5) workdays following receipt of any such notice, the Unit D officers shall meet with the employee to decide whether or not Unit D shall present the grievance to the School Committee. If the Unit D officers shall so vote, the grievance shall within five (5) workdays be presented in writing to the School Committee through the Superintendent. Within five (5) workdays after receiving the written grievance, the Superintendent shall prepare a written statement for submission to the School Committee, including the grievance, any supporting facts known to him, and his recommendation concerning possible disposition of the matter. A copy of the Superintendent's written statement shall be sent to the aggrieved employee within the same five (5) workday period. At its next regularly scheduled meeting, the School Committee shall meet with the Unit D officers, the employee, and other personnel involved whom it chooses to have in attendance in an effort to settle the grievance to the mutual satisfaction of all.

Step Four: If the grievance is not resolved to the satisfaction of the Association, the Association may, within ten (10) days of the Level Three answer submit the grievance to arbitration by giving notice to the School Committee. 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) school days after written notice specified above of the intention to arbitrate, then the party demanding arbitration shall within seven (7) school days thereafter request the American Arbitration Association or the State Conciliation and Arbitration Board to provide a panel of arbitrators. Said arbitrator is then to be selected under the provisions of the Voluntary Arbitration Rules from such panel. 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 expenses of its representatives, participants, and for the preparation and representation of its own case. The arbitrator's award shall be in writing and shall set forth his findings of fact with reasoning and conclusions. The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement, and in reaching his decision shall interpret the Agreement in accordance with the commonly accepted meaning of words used 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. Notwithstanding anything to the contrary, no dispute or controversy shall be subject for arbitration unless it involves the interpretation or application of a specific provision of the Agreement. The parties may, by mutual agreement, submit more than one pending grievance to the same arbitrator. All dismissals will be made within two weeks or ten (10) school days notice whichever is the longer period of time.

2.4 A grievance involving salary can be filed at Level 2, the Superintendent's level, and Level 1 is bypassed.

ARTICLE THREE – SICK LEAVE

3.1 Each employee, other than Building Substitutes, shall be entitled to a base of fifteen (15) days sick leave annually. Further sick leave will accumulate to a cap of ninety-five (95) days.

3.2 Building Substitutes shall be eligible for seven (7) paid sick days.

3.3 An employee may utilize sick leave for absence due to illness of a member of the member's immediate family or household.

3.4 A medical certificate, stating the nature of the illness, that the illness prevented reporting for work, and that the employee is capable of resuming the responsibilities of his/her position may be required after an absence exceeding five (5) consecutive school days or ten (10) intermittent school days due to personal illness.

3.5 Employees who work less than a full school year will receive a number of days' sick leave prorated based on their date of hire and rounded up to the nearest half day.

ARTICLE FOUR – SICK LEAVE BANK

The provisions of Article Four, in its entirety, do not apply to Building Substitutes.

4.1 A Sick Leave Bank is hereby established for those employees eligible for sick leave who have exhausted their sick leave and who have serious, long-term illness.

4.2 Aides new to the system will contribute one (1) day of sick leave to the bank in the first year of employment. If the Sick Leave Bank is exhausted, it shall be renewed by the contribution of one (1) additional day from each unit member's allowance.

4.3 The Sick Leave Bank shall be administered by a Sick Leave Bank Committee of four members. Two members shall be designated by the School Administration and two members shall be designated by the BEA, so long as at least one member is a Unit D member. The decision of this committee as to the amount of leave to be granted shall be final and binding. The criteria used by the committee in determining eligibility and amount of leave are as follows:

- a. Adequate medical evidence of serious illness (in the form of a doctor's certificate or letter).
- b. Exhaustion of previous sick leave.
- c. An examination of the history of the way in which previous sick leave has been used.
- d. Length of service in Belmont.

4.4 An initial grant from the Bank shall be limited to ten (10) workdays and can be extended by the Sick Leave Bank Committee only by further demonstration of need under the criteria listed in Section 4.3

ARTICLE FIVE – EXCUSED LEAVE

5.1 Annually, members who work a full school year, except Building Substitutes, shall exercise their professional discretion in taking up to four (4) excused leave days with pay for those obligations of a personal nature

5.2 Building Substitutes shall receive two (2) days of excused leave.

5.3 The number of days of leave will be prorated based on the member's date of hire during the school year and rounded up to the nearest half day.

5.4 Whenever practicable, notice must be submitted in writing to the Superintendent or his/her designee at least seventy-two (72) hours before the absence is to occur.

5.5 A two-week notice is required if the excused leave is attached to a holiday weekend or vacation week. Approval must be obtained from the Principal to take an excused leave attached to a vacation week.

5.6 Excused leave may not be used for outside employment.

ARTICLE SIX – BEREAVEMENT LEAVE

6.1 In the event of a death in the immediate family of an employee as defined below, the Committee will grant the employee up to a maximum of four (4) consecutive funeral leave days, provided that payment will only be made for those days upon which the employee has responsibilities and shall not apply to Saturday, Sunday, holidays or days falling within the employee's vacation period.

6.2 "Immediate family" is defined as the employee's spouse, son, daughter, mother, father, brother, sister, grandfather, grandmother, grandchild, father-in-law, mother-in-law, aunt, uncle, niece, nephew and domestic partner.

6.3 One day in accordance with the terms of Section 6.1 above shall be granted in the case of the death of a relative or close friend not otherwise included in this article.

ARTICLE SEVEN – WORK YEAR / WORK WEEK / WORK DAY

7.1 180 student days plus five allowed for emergency cancellation of school; the minimum required by the Commonwealth of Massachusetts, Department of Education, with the following exception: all unit members will be scheduled for the "orientation day" prior to the beginning of the students' school year.

7.2 All Unit members work on an hourly-rated basis according to the needs of the school system. In the event there is a need to schedule professional aide time that is different from these limits, the changes shall be made at the recommendation of the Superintendent of Schools or his/her designee; after consultation with the administrator affected by the changes. In cases where reduction in the number of hours of an aide is a necessity, seniority shall be given consideration depending upon the needs of the school and the particular position involved.

7.3 Unit members shall be notified in writing, at least one week prior to the last day of school, of their employment for the following school year. Such notification can be subject to change as the needs of the District change.

7.4 All unit members will be assigned an appropriate step on the salary schedule. The Committee will not require unit members to attend meetings or conferences or to perform duties without compensation.

7.5 Unit members work day shall consist of time when students are in session. In addition, unit members shall be required to work an additional sixty-five (65) minutes on Wednesdays, as outlined below:

- Elementary employees – nine (9) Wednesdays; four (4) of which will be to attend Building/Principal's meetings; five (5) of which will be to perform work to support educators, as directed by the Principal or his/her designee.
- Middle School employees – ten (10) Wednesdays; four (4) of which will be to attend Building/Principal's meetings; six (6) of which will be to perform work to support educators, as directed by the Principal or his/her designee.
- High School employees – five (5) Wednesdays; three (3) of which will be to attend Building/Principal's meetings; two (2) of which will be to perform work as directed by the Principal or his/her designee.

By the end of the school year, members will be provided with the schedule of the Building/Principal meetings for the subsequent school year. By the end of the first week of school, principals will notify unit members which specific Building/Principal meetings during the school year that they are expected to attend.

7.6 The Principal (or his/her designee) will meet with each unit member assigned to the Principal's school at the beginning of the school year to schedule that unit member's assigned hours.

7.7 Each unit member will be provided with a thirty (30) minute duty free lunch, except if the principal requires a unit member to stay with a student during lunch, the unit member shall be paid for being on duty during the lunch period

7.8 The provisions of Article 7.8 do not apply to Building Substitutes. In the event that a Unit member is required by the principal to substitute for a teacher, the unit member shall be paid an additional \$60 for a full day or \$30 for a half day.

7.9 If a unit member is asked to work beyond his/her regular prescribed hours (before/after school, etc.) the principal will notify the member that he/she must fill out a time card in order to be paid for the extra hours worked.

7.10 Members may be required to attend District-initiated trainings, from time to time. In the event that these trainings occur outside of their regular work day, the member will be compensated at the regular rate of pay for the time worked. Members will be given notification of the required training at least 45 calendar days in advance. If scheduled, unit members will attend half-day district professional development meetings.

7.11 Members must sign-in daily on the Unit D sign-in sheets in the main office of the school in which they work.

7.12 The Committee and the Association shall form a joint labor management committee made up of four members appointed by the Committee and up to four members appointed by the Association (at least half of which from the Unit D bargaining unit) to study the need, efficacy, and feasibility of providing unit members with preparation/collaboration time before and/or after school. The committee will meet and report its findings to the Superintendent, School Committee, and the BEA no later than February 1, 2019.

ARTICLE EIGHT – VACANCIES, JOB POSTINGS AND JOB DESCRIPTIONS

8.1 When a new position covered by this Agreement is created or when a position covered by this Agreement becomes vacant, such vacancy shall be posted electronically. During the school year, postings will be via e-mail to all staff, and will be posted on the BPS website. During the summer months, positions will be posted on the BPS website and sent via e-mail to those Unit members eligible for summer BPS network access. This notice of vacancy shall remain posted for at least seven (7) workdays. Employees interested in applying shall do so within the posting period. Applicants from outside the school system will be considered during this period but no appointment will be recommended until the posting period is completed.

8.2 The Committee agrees to provide to the President of the Belmont Education Association, by the end of the first week of school of each school year, a list of newly hired education support personnel and further agrees to update the list on a monthly basis, during the school year, if new personnel are hired after the issuance of the annual list.

8.3 The provisions of Article 8.3 do not apply to Building Substitutes. The Committee and the Association agree to expand the use of Classroom Assistant Pre-K and K through Grade Four (4). The job description would be that which is currently in effect for existing Classroom Assistants, Pre-K and K. By agreeing to this provision, the Committee does not waive any right it may have to create new positions. The parties agree that the principal will determine appropriate placement of either a Classroom Assistant or a Professional Aide based on the job responsibilities to be accomplished. This determination will be made based on existing job descriptions and student needs, including those required by the Individual Education Plan (IEP).

8.4 Without waiving its right to determine core management decisions regarding qualifications and job descriptions, the Committee agrees that the Human Resources Director will oversee the review of all job descriptions in the unit and will provide ample opportunity for input by the President of the Belmont Education Association and other Unit D representatives.

ARTICLE NINE – EVALUATION AND PERSONNEL RECORDS

9.1 Evaluations

(a) All unit members are evaluated annually by the Building Principal, Building Assistant Principal or other administrator deemed appropriate by the District. The evaluator and bargaining unit member may solicit feedback from teachers. Teachers shall not be obligated to provide such feedback.

(b) The process for evaluation shall be as follows:

1) Evaluators shall meet with unit members to discuss the evaluation process, individually or in groups. If requested, the evaluator shall meet with a unit member individually to discuss individual Concerns regarding the evaluation process. These meetings shall occur by November 1.

2) Unit members shall be observed a minimum of once per year by the evaluator. The evaluator shall provide feedback within one week of the observation by email. At the request of either the unit member or the evaluator, a meeting will take place within two weeks to discuss the observation. The unit member may attach a response to the feedback within two weeks. The first such observation shall occur by March 1.

3) All Unit members will complete a written self-assessment of their job performance and professional growth, annually, using the Unit D evaluation rubric as a guide. The self-assessment will be completed during the workday and shared with their evaluator no later than May 1.

4) No later than two weeks before the end of the school year, the evaluator shall present the final evaluation on the Educational Support Personnel Evaluation Form. At the request of either the unit member or the evaluator, a meeting shall take place within one week to discuss the evaluation. The unit member may attach a response to the evaluation within two weeks.

5) No employee should hear of a performance issue, for the first time, at their evaluation.

9.2 All unit members have the right, upon request, to review the contents of their personnel files.

9.3 No material derogatory to a unit member's conduct, service, character or personality will be placed in the personnel file unless the unit member has had an opportunity to review the material by affixing 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. The unit member has the right to submit a written response to such material and this response shall be reviewed by the Superintendent and attached to the file copy.

9.4 No material of anonymous authorship will be placed in the personnel file.

ARTICLE TEN – AGENCY FEE AND PAYROLL DUES DEDUCTION

10.1 The Association and Committee agree to the provisions of Section 17C of Chapter 180 of the General Laws of Massachusetts. Upon submission of appropriately signed dues and credit union deduction cards, monthly deductions from salary will be made for the Belmont Education Association, the Massachusetts Teachers Association, the National Education Association and/or the Belmont Massachusetts Teachers' Federal Credit Union as designated thereon.

10.2 The signed dues and credit union deduction authorization cards, which shall be distributed and collected by the Association, must be submitted to Payroll by October 1. Deduction shall continue to be made unless the Superintendent is given sixty (60) days' notice in writing that the teacher wishes to withdraw this authorization.

10.3 Effective September 1, 2008, any Unit D member employed by the Belmont School Committee shall be subject to an agency service fee unless said employee is or becomes a member of the Belmont Education Association. Pursuant to MGL Chapter 150E, Section 12, it shall be a condition of employment that on or after the thirtieth (30th) day of employment in the bargaining unit or the effective date of this Agreement, which ever is later, each and every member of the bargaining unit shall pay to the Association an agency fee, which shall be proportionally commensurate with the costs defined by law and by the Massachusetts Labor Relations Commission's regulations contained in 456 CMR 17:00 Agency Service Fee. The Agency Service Fee shall be deducted from each paycheck pursuant to payroll authorization.

Collection of agency service fees, including the collection of delinquent fees shall be solely the responsibility of the Association, and the Committee shall not be obligated to take any action in regard to the employment of such delinquent employees. Unit members who fail to pay the fee shall not be subject to dismissal or suspension, but the Association shall have standing to pursue any and all remedies it may have at law to collect such fee. The Association agrees to set the amount of the agency service fee and to administer procedures relating to the fees in accordance with all applicable laws and regulations.

10.4 The Association shall indemnify and save the Committee and/or the Town harmless against all claims, demands, suits, or other forms of liability, which may arise by reason of any action taken in making deductions and remitting the same pursuant to this Article.

10.5 All Unit D members will be allowed to participate in any direct deposit programs offered to employees of the Belmont Public Schools.

ARTICLE ELEVEN – WORKERS’ COMPENSATION / PROTECTION

11.1 All Unit D members shall be covered by the provisions of the Workers’ Compensation Law of the Commonwealth of Massachusetts Chapter 152, Section 69.

11.2 If a Unit D employee is physically injured as a victim of an assault during the course of employment, when such injury did not materially involve negligence or misconduct by the member and if the member has exhausted all of his/her sick leave (including accumulated sick leave), the Committee shall grant up to an additional five (5) days of sick leave without loss of pay; provided that the five days will be deducted from future sick leave accumulation in the next year if the employee remains in the system and does not exhaust his/her sick leave in that year.

11.3 If the injured employee is incapacitated for more than seven (7) calendar days, Workers’ Compensation benefits can be applied for. In such instances, the Committee, to the extent permitted by law and the contract, shall grant the injured member pro rata sick leave so that when added to the amount of disability compensation under Workers’ Compensation, the sick leave allowance will result in the payment to the employee of his or her full salary.

11.4 The Committee shall provide protection as required by the provisions of Chapter 258 of the General Laws of the Commonwealth of Massachusetts.

ARTICLE TWELVE – SALARY

12.1 The pay schedules for Unit D are set forth in Appendix A of this Agreement.

12.2 Unit members are paid bi-weekly.

12.3 The employer may give credit to newly hired unit members for previous experience as a teacher, aide, classroom assistant, or tutor.

ARTICLE THIRTEEN – HOLIDAYS

13.1 Each member of the unit, other than Building Substitutes, shall be entitled to the following paid holidays provided celebrating of the holiday falls on a scheduled work day:

Columbus Day
Veteran's Day
Thanksgiving Day
Presidents' Day

Friday after Thanksgiving
Martin Luther King Day
Memorial Day
Half Day on Labor Day

13.2 Building Substitutes shall be entitled to the following paid holidays provided celebrating of the holiday falls on a scheduled work day:

Columbus Day
Thanksgiving Day
Martin Luther King Day

ARTICLE FOURTEEN – FAMILY MEDICAL LEAVE

14.1 The School Committee and the Association agree to abide by the terms of the Memorandum of Agreement on Parental Leave. (See Appendix B)

ARTICLE FIFTEEN – JURY DUTY

15.1 An employee who serves on jury duty will be paid the normal hourly rate for days served, provided the jury duty occurs on a normally scheduled work day. This shall be accomplished by the return of the school system of the per diem compensation received for that duty.

ARTICLE SIXTEEN – SAVINGS CLAUSE

16.1 If any provision of this Contract shall be found to be contrary to law, then such provision shall not be applicable or enforced except to the extent permitted by law. Substitute provisions, if any, shall thereafter be negotiated between the parties hereto.

16.2 In the event that any provision of this Contract shall be found to be contrary to law, all other provisions of this Contract shall remain in effect.

ARTICLE SEVENTEEN – GENERAL

17.1 This agreement shall be posted electronically on the BPS website. Five (5) paper copies shall be placed in each building and five (5) paper copies will be given to the BEA President.

17.2 Unit members will be eligible to apply for educational vouchers as administered by the Belmont Education Association.

17.3 Any time worked as a Building Substitute shall not count toward service for purpose of obtaining professional teacher status, pursuant to G.L. c. 71, §41, which is reserved for regular teachers (Unit A).

ARTICLE EIGHTEEN – DURATION

18.1 This contract will continue in effect from September 1, 2017, to and including August 31, 2020.

18.2 This contract shall thereafter automatically renew itself for successive term of one year each, unless by October 15 next prior to expiration of the contract year involved the Committee or the Association shall have given the other written notice of its desire to amend, modify or terminate this contract.

Otherwise, if either party gives notice of its desire to modify the agreement at the end of the three years by October 15 of the last contract year, then the first meeting will be scheduled no later than February 1 and initial proposals presented no later than the last work day in February.

ARTICLE NINETEEN – LONGEVITY

The provisions of Article Nineteen, in its entirety, do not apply to Building Substitutes.

Unit D members will receive an annual increment based on the following criteria:

	<u>9/1/17</u>
After 10 years of service in the Belmont Public Schools	\$550
After 15 years of service in the Belmont Public Schools	\$650
After 20 years of service in the Belmont Public Schools	\$800

Unit D members who began working after August 31, 2005 are not eligible for longevity until after 10 years of service.

Longevity payments will be made as follows:

- Less than fifteen (15) hours: longevity payments will be made at ½ the amount.
- Fifteen (15) hours or more: longevity payments will be made at the full amount.

Longevity payments will be made on or before December 1 of each year.

ARTICLE TWENTY – REDUCTION IN FORCE

20.1 The School Committee determines that a reduction in the number of unit member positions is necessary, the following procedure for reduction in staff shall apply: Unit members in each category, as defined below, shall be divided, by seniority, into two groups as:

- Group A: those with five (5) years or more of seniority; and
- Group B: those with less than five (5) years of seniority.

In the event of a reduction in the number of unit positions, the reduction, in the category involved, shall first be made in Group B. The decision to reduce shall not be subject to challenge. In the event that the reduction in the number of unit positions exceeds the number of unit positions of individuals in Group B in the category involved, the reduction shall be made in Group A in accordance with seniority, subject to the specific exception hereinafter noted, provided the remaining unit members in Group A are qualified to perform the duties of the position.

The exception to seniority reductions in Group A is the following:

When it can be demonstrated that the needs of the system, based upon relevant educational criteria, necessitate the retention of the less senior unit member.

Notwithstanding the above, an employee who is assigned one-on-one to a student with an IEP (Individual Education Plan) regardless of group or category may not be bumped and may not bump another employee assigned one-on-one to a student with an IEP.

For the purposes of this article, unit members shall be divided into the following categories:

Category 1:	Professional Aides
Category 2:	Tutors
Category 3:	Campus Monitor
Category 4:	Classroom Assistants
Category 5:	METCO Aides
Category 6:	Professional Elementary Library Aides
Category 7:	Building Substitutes

Seniority as used in this Article shall mean the length of service as a unit member In the Belmont Public Schools.

20.2 The seniority list will be submitted to the BEA President by November 1st of each year. Any corrections will be submitted by the BEA by February 1st.

ARTICLE TWENTY-ONE – GROUP HEALTH AND LIFE INSURANCE

21.1 All unit members who are employed at least twenty (20) hours per week are eligible to participate in any group insurance programs offered by the Town of Belmont in accordance with the conditions associated with any such programs.

Effective September 1, 2008, the Town of Belmont will pay 80% of the cost of the premium for the HMO health insurance plan, and members of the bargaining unit will pay 20% of the cost.

Upon agreement by all town and school unions, the Town of Belmont will pay 75% of the cost of the premium for the PPO health insurance plan, and members of the bargaining unit will pay 25% of the cost.

Subject to agreement by school and town unions, The BEA agrees to the following plan design changes:

Office Visit Co-Pay from \$5.00 per office visit to \$15.00 per office visit.

Prescription Drug Co-Pay from \$5/ \$10/ \$25 to \$5/ \$25/ \$40.

21.2 All unit members who are eligible may participate in the provisions and benefits of Section 125 Flexible Spending Account Plan administered by the Town of Belmont in accordance with the conditions associated with any such program.

ARTICLE TWENTY-TWO – PROFESSIONAL DEVELOPMENT

22.1. No assistant will be expected to restrain a student without adequate training. No assistant shall be required to perform duties of an occupational / physical therapist.

22.2. The Staff Development Handbook will be available online, with a copy in each school in the library or the main office.

22.3 Unit members are encouraged to take professional development offerings within the system. On a space available basis, unit members will be enrolled on a first come / first enrolled basis after giving priority to Belmont teachers. When there are financial considerations for professional development offerings and

these opportunities are offered to paying enrollees, after giving priority to teachers from participating EDCO districts, then unit members will be given priority for such professional development.

ARTICLE TWENTY-THREE – ASSOCIATION SECURITY

23.1 The Committee shall annually make available a total of five (5) workdays per year for members of the bargaining unit designated by the Association to attend MTA conferences, meetings, or workshops. No member may use more than two (2) days in any one year.

23.2 Unit members notified pursuant to Article 7.3 of probable employment in the following school year may retain BPS network access to be used for communication purposes only, during summer months.

23.3 Following the preparation and printing of an integrated, agreed-upon Contract, which incorporates the terms of the mutually-ratified memorandum of agreement, the Committee will supply the Association with an electronic copy of the Contract upon request by the BEA. Fifteen (15) printed copies will be made available to the BEA.

23.4 The President of the Association will be emailed a copy of the official agenda prior to each Committee meeting on the same day the agenda is e-mailed or hand-delivered to the members of the School Committee.

23.5 In the event that the duly elected BEA President is a member of this bargaining unit, the Committee agrees to bargain over the effects of that position on the terms and conditions of their employment.

23.6 The school department will make its best effort to provide office space in the school the BEA President works.

ARTICLE TWENTY-FOUR – JOB PROTECTION

24.1 No unit member who has successfully completed one (1) full year of service in their position shall be disciplined or dismissed during the school year without good cause. Effective at the end of the 2015-2016 school year no unit member who has successfully completed five (5) full years of service in the bargaining unit shall be dismissed without good cause.

Good cause shall be defined as any ground that is not arbitrary, irrational, unreasonable, in bad faith, or irrelevant to the sound operation of Belmont Public Schools.

ARTICLE TWENTY-FIVE – LEAVE OF ABSENCE

Unit members who have completed at least seven (7) years of employment in a unit position may request a one (1) year unpaid leave of absence. All leaves must be for a term of one academic year. The request for leave should be made as soon as is practicable but no later than one week before the last week of school for the next academic year. Once the request for leave has been approved, the request may not be withdrawn.

During a school year, in the event of a personal or family emergency, a unit member may request an unpaid leave of absence for the remainder of that school year, subject to approval by the Superintendent.

If, during a leave of absence, extenuating circumstances occur such that the need for the leave of absence no longer exists, and if a vacant position exists for which the unit member is qualified, the unit member may request to return to work prior to the end of the academic year, subject to approval by the Superintendent, as long as it is not unreasonably withheld.

If a unit member takes an unpaid leave of absence of any duration, the unit member is ineligible for unpaid leave of absence for another five (5) years of employment.

APPENDIX A – Hourly Rates

UNIT D SALARY FY18

STEP	PROFESSIONAL AIDES	Classroom Assistant	Campus Monitor	Building Subs
1	18.27	14.94	18.65	20.00
2	20.26	16.08	19.38	21.00
3	21.90	16.51	21.69	22.50
4	23.76	18.49		
5	26.95	20.00		

UNIT D SALARY FY19

STEP	PROFESSIONAL AIDES	Classroom Assistant	Campus Monitor	Building Subs
1	18.64	15.24	19.02	20.40
2	20.67	16.40	19.77	21.42
3	22.34	16.84	22.12	22.95
4	24.24	18.86		
5	27.49	20.40		

UNIT D SALARY FY20

STEP	PROFESSIONAL AIDES	Classroom Assistant	Campus Monitor	Building Subs
1	19.01	15.54	19.40	20.81
2	21.08	16.73	20.16	21.85
3	22.78	17.18	22.57	23.41
4	24.72	19.24		
5	28.04	20.81		

Stipend for Professional Elementary Library Aides

Add a \$500 annual stipend (shall be paid bi-weekly) for professional elementary library aides as long as a certified librarian is not employed.

Except as amended hereby, the aforesaid Agreement shall remain in full force and effect.

APPENDIX B – BPS Parental Leave Policy

Two laws govern parental leave in Massachusetts:

1. Massachusetts Maternity Leave Act (MMLA) State law
2. Family Medical Leave Act (FMLA) Federal Law

MMLA

The MMLA covers female employees who either give birth to, or adopt a child. Under this act, employees are entitled to take up to eight weeks of leave. While this leave is unpaid, you may apply accrued sick days to this leave. The eight weeks of leave begin at the birth of the baby, or placement of the child. The leave is consecutive and does not include any holidays/school vacation days that fall during the leave. *Example:* if a teacher takes eight weeks of leave and February vacation week falls during the eight weeks, that week is included in the eight weeks. The teacher cannot extend his/her leave by an additional week. However, the teacher will only be “charged” for 7 weeks of sick days, as the February vacation week is considered non-teaching time in the Unit A contract.

If the birth or adoption occurs during the summer vacation, the leave commences at the birth or adoption of the child and impacts the school year only to the extent that the eight-week leave extends into the school year. *Example:* The birth or adoption occurs on August 1st, the leave extends for eight consecutive weeks, ending in September.

FMLA

The FMLA entitles eligible employees (male or female) to take up to 12 weeks of unpaid leave during a 12 month period for (1) a serious health condition of the employee which renders him/her unable to perform the functions of his/her job; (2) to care for certain family members (spouse, child, parent) who have a serious health condition; or (3) to care for a newborn, adopted, or foster child. Family members of an individual in the armed services may be eligible for additional leave under certain circumstances. To be eligible for FMLA leave, you must have been employed for the previous twelve months and worked at least 1,250 hours during the 12-month period prior to the start of leave.

Although this leave is unpaid, you may apply accrued paid leave time to this leave. FMLA leave and MMLA leave runs concurrently. FMLA leave does not include periods of time when employees do not regularly work such as, for teachers, during winter break, school vacation weeks, or during the summer between academic terms. *Example:* if a teacher takes 12 weeks of parental FMLA leave, either maternity, or paternity, and February vacation occurs during the leave, that vacation week does not count toward the employee’s eligible 12 weeks of FMLA leave. The Belmont Public Schools reserves the right to require you to use accrued paid leave during your FMLA absence.

Special rules apply to employees taking leave in close proximity to the beginning or end of an academic term. Please consult a Human Resources representative for more information.

Note: If an employee takes 8 weeks of FMLA leave to care for a baby, he/she is still eligible to take up to 4 additional weeks of FMLA leave during that 12 month period, for a separate purpose, e.g. to care for a seriously ill parent.

If a married couple is employed by the district, they may take a combined 12 weeks of FMLA leave to care for a newborn or adopted child. They are not eligible for 12 weeks each. Where the husband and wife both use a portion of the total 12-week FMLA leave entitlement for either the birth or adoption of a child the husband and wife would each be entitled to the difference between the amount he or she has taken individually and 12 weeks for FMLA leave for other purposes. Example: if each spouse took 6 weeks of leave to care for a healthy, newborn child, each could use an additional 6 weeks due to his or her own serious health condition or to care for a parent with a serious health condition.

If leave is foreseeable, employees are expected to provide written notice of requested leave as early as possible, and no later than 30 days, prior to the beginning of the requested leave. If 30 days notice is not practicable, such as because of a lack of knowledge, a change in circumstances, or a medical emergency, written notice must be given as soon as practicable. 111

Specific notice requirements apply to female employees who are members of Unit A and are pregnant and planning a maternity leave. These employees should refer to the BEA Unit A contract for specific information.

Medical certification is required for any FMLA leave, except for parental leave. Please note that FMLA leave for non-parental leave purposes may be denied if appropriate medical certification is not timely provided.

Insurance Benefits

Health insurance benefits are maintained throughout an MMLA and/or FMLA leave. During the leave, the employee continues to pay the employee portion of the premiums, while the Belmont Public Schools pays the employer portion of the premiums. In the event that the Belmont Public Schools permits an employee to take an extended parental leave of absence (longer than 12 weeks) the employee may maintain his/her insurance, however he/she is responsible for the entire cost of the health insurance.

Extended Parental Leave

The BEA Unit A contract allows employees with professional status to take an extended parental leave (unpaid), which is beyond the scope of this policy. Please refer to the Unit A contract for specific information related to this topic.

APPENDIX C – Evaluation Forms

APPENDIX C – Evaluation Forms

Belmont Public Schools Unit D Evaluation Rubric

1. Instruction and Professional Growth				
Element	Unsatisfactory	Needs Improvement	Proficient	Exemplary
A. Instructional Materials and Learning Activities <i>(N/A Campus Monitors)</i>	Does not prepare, when appropriate, or use instructional material or learning activities effectively	Requires support to prepare, when appropriate, and use instructional material and learning and activities	Prepares, when appropriate, and uses instructional material and learning activities effectively	Creates and or modifies instructional material and learning activities to meet individual student needs
B. Instruction/Guidance	Does not provide effective instruction/guidance to students in groups or individuals in and or outside the classroom	Requires significant support to provide instruction/guidance to students in groups or individually in and/or outside the classroom	Effectively provides direct instruction/guidance to groups of students or individual students in and/or outside the classroom	Able to differentiate/tailor instruction for groups of students or individual students in and outside of the classroom.
C. Professional Development	Does not attend all required trainings	Attend professional development required by the district	Appropriately engages in all professional development required by the district	Appropriately translates content from trainings into day to day work
2. Professional behavior				
Element	Unsatisfactory	Needs Improvement	Proficient	Exemplary
A. Respectful Workplace	Does not respect all students, staff, parents, and public.	Inconsistently exhibits respect for students, staff, parents, and public.	Demonstrates respect for all students, staff, parents, and public.	Promotes an atmosphere of respect for all students, staff, parents, and public
B. Ethics	Discloses confidential information; engages in unethical behavior.	Inconsistently manages confidential information; exhibits disregard for some ethical standards.	Demonstrates ethical and confidential behavior.	Encourage others to act in an ethical manner; models high degree of confidentiality.
C. Attendance/work schedule	Frequently arrives late/leaves early; Pattern of attendance abuse; does not follow protocols for requesting leave	Inconsistently adheres to work schedule, e.g. comes in late, leaves early; Inconsistently follow protocols for requesting leave.	Demonstrates responsible behavior toward attendance and work schedule. Follows protocols for requesting leave	Models responsible behavior toward attendance and work schedule.

D. Protocols	Fails to comply with district protocols.	Inconsistently follows district protocols.	Follows district protocols.	Models responsible behavior toward following district protocols.
E. Direction	Shows disregard for direction.	Inconsistently follows direction.	Follows direction well.	Takes appropriate initiative without waiting for director or follows direction at a high level.
F. Safety	Does not follow building protocols relating to student safety.	Inconsistently follows building protocols relating to student safety.	Follows all building protocols relating to student safety.	Identifies ways to create a safe environment for students and staff.
3. Productivity				
Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
A. Skill set and adaptability	Exhibits low skill level and is resistant to change.	Generally capable of fulfilling job expectations; exhibits little flexibility in responding to changes in job requirements or skill set.	Employee possesses an overall aptitude for the position; is open to changing job expectations.	Exhibits high degree of skill and perceptiveness regarding job expectations and is willing to learn new skills.
B. Professional Judgment	Easily flustered; not able to exercise good judgment or perform duties under pressure.	Requires input from supervisor to remain calm and able to perform under pressure.	Remains calm; exercises good judgment and maintains high quality work while under pressure.	Creates an environment which facilitates others to remain calm and exercise good judgment.
4. Teamwork/Interpersonal Skills				
Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
A. Collaboration/cooperation	Does not work cooperatively or collaboratively with colleagues.	Works cooperatively with some colleagues.	Consistently works cooperatively with colleagues.	Promotes an environment of collaboration and cooperation with colleagues and shares best practices.
B. Communication skills	Is not an effective communicator; exhibits great difficulty communicating.	Exhibits some proficiency in communicating. Requires coaching for successful communication.	Demonstrates clear and effective communication skills.	Promotes effective communication among colleagues.

**Belmont Public Schools
Unit D Self-Assessment Form**

Reflect on your performance this school year, in the context of the following categories of the Unit D performance evaluation rubric:

1. Instruction and Professional Growth
2. Professional Behavior
3. Productivity
4. Teamwork/Interpersonal Skills

After reflecting on your performance, in the context of this rubric, complete a self-assessment of your job performance this year.

Employee Name:	
Position:	School Year:
Evaluator:	
Self-Assessment of My Job Performance	

**Belmont Public Schools
Educational Support Personnel Evaluation Form**

Employee Name: _____ School: _____

Assignment: _____ School Year: _____

Evaluator Name: _____

1. Instruction and Professional Growth	Exemplary	Proficient	Needs Improvement	Unsatisfactory
A. Instructional Materials and Learning Activities (N/A Campus Monitors)				
B. Instruction/Guidance				
C. Professional Development				

2. Professional Behavior	Exemplary	Proficient	Needs Improvement	Unsatisfactory
A. Respectful Workplace				
B. Ethics				
C. Attendance/Work Schedule				
D. Protocols				
E. Direction				
F. Safety				

3. Productivity	Exemplary	Proficient	Needs Improvement	Unsatisfactory
A. Skill Set And Adaptability				
B. Professional Judgment				

4. Teamwork/Interpersonal Skills	Exemplary	Proficient	Needs Improvement	Unsatisfactory
A. Collaboration/Cooperation				
B. Communication Skills				

Additional Comments/Examples:

Commendations:

Recommendations:

Overall Rating (circle one): Exemplary Proficient Needs Improvement Unsatisfactory

Date of post evaluation meeting, if so requested: _____

Evaluator Signature _____ Date _____

Employee Signature _____ Date _____

*Signature of employee indicates receipt, not necessarily agreement.

*The employee may respond to this report within two weeks of receipt