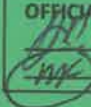



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 Jonathan Pohorilak, STA President

 Melanie Fiore, School Committee Chair

THE STONEHAM SCHOOL COMMITTEE

AND

THE EDUCATION SUPPORT PROFESSIONAL UNIT OF THE
STONEHAM TEACHERS ASSOCIATION MTA/NEA

Contract Agreement

JULY 1, 2022 – JUNE 30, 2025

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JULY 1, 2022 – JUNE 30, 2025

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Appendix A - Sick Leave Bank

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**ARTICLE I
AGREEMENT**

This Agreement is made and entered into in accordance with the provisions of Chapter 150E of the General Laws of Massachusetts, by and between the Stoneham School Committee (hereinafter referred to as the "Committee") and the Stoneham Teachers Association/MTA/NEA and its Stoneham Education Support Professional Association component (Hereinafter referred to as the "Association").

**ARTICLE II
RECOGNITION**

The Committee recognizes the Association as the exclusive bargaining agent in all matters recognizable as mandatory subjects of bargaining under G. L. c. 150E for all personnel in the bargaining unit set forth below arising out of Massachusetts Labor Relations Case No. MCR-3689:

All full-time and regular part-time educational support professionals employed by the Stoneham School Committee, excluding all managerial, supervisory, and confidential employees and all other employees.

The Committee will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining for unit employees, or make any agreement with any such group or individual for the purpose of undermining the Association or changing any condition contained in this Agreement.

**ARTICLE III
NEGOTIATION PROCEDURE**

A. Not later than January 31, of the calendar year in which this Agreement expires, either party may require the start of negotiations over a successor Agreement in Accordance with the procedure set forth herein, a good-faith effort to reach agreement concerning wages, hours and other conditions of employment. Any Agreement so negotiated will apply to all unit members and will be reduced to writing and signed by the Committee and the Association.

During negotiations, the Committee and the Association will present relevant data, exchange points of view and pursuant to law make available for each other data needed to clarify the item under discussion, upon request. Either party may, if it so desires, utilize the services of outside consultants, negotiators, and may call upon professional and lay representatives to assist in the negotiations.

B. If the negotiators described in Section A hereof have reached an impasse, either party may invoke the procedure described in Chapter 150E of the General Laws.

C. All matters not dealt with herein shall be treated as having been brought up and disposed of and the Committee shall be under no obligation to discuss with the Association any modifications or additions to this or any successor Agreement which are to be effective during the term thereof. No change or modification of this or any successor Agreement shall be binding on either the Committee or the Association unless reduced to writing and executed by the respective duly authorized representatives.

ARTICLE IV
DUES DEDUCTION

The Committee hereby accepts the provision of Section 17C of Chapter 180 of the General Laws of Massachusetts and, in accordance therewith, shall certify to the Treasurer of the Town of Stoneham all payroll deductions for the payment of dues to the Association duly authorized by employees covered by this Agreement.

- A. The Committee agrees to deduct from the salaries of its employees dues for the Stoneham Educational Support Professional Association component of the Stoneham Teachers Association and to transmit the monies promptly to the Treasurer of the Association.
- B. As a condition of their employment in the Stoneham Public Schools, every employee covered by this Agreement, if not a member in good standing of the Association, shall pay by check or by payroll deduction an agency service fee. This legal obligation shall not arise before the thirtieth (30th) day following the initial date of employment or the effective date of the Agreement, whichever is later.

An employee who elects to pay the agency service fee to the Association as provided herein may obtain from the Association a rebate of the pro rate share of certain expenditures as defined in MGL Chapter 150E, Section 12.

The Association agrees as a condition of this provision to indemnify and save the School Committee harmless for any action it may take pursuant to this provision including any claims made against it by any employee or group of employees.

- C. Dues will be deducted for those members of the Association who have completed and signed the "Continuing Membership" portion of the Massachusetts Teachers Association membership form.
- D. The Association will certify to the Committee, in writing, the current rate of its membership dues. If the Association changes the rate of its membership dues, it will give the Committee 30 days written notice prior to the effective date of such change.
- E. No later than June 15 of each year, the Association will provide the Committee with a list of those employees who have voluntarily authorized the Committee to deduct dues.
- F. The Association shall indemnify and save the Committee and/or Town of Stoneham 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 same to the Association pursuant to paragraph 1 of this Article.

ARTICLE V
MANAGEMENT RIGHTS

It is acknowledge that the Committee has the final responsibility of providing for the operation of the Stoneham School system under conditions which will insure economy of operation and quality and quantity of performance. To this end, the parties acknowledge that the Committee retains exclusively to itself all rights, powers and discretion that it has or may hereafter be granted by law, except as expressly modified by a specific provision of this Agreement.

Subject to the provisions of this Agreement, it is recognized that in addition to the Committee's other functions and responsibilities, it will retain the right and responsibility to direct the operation of the employees and in this connection to determine the methods, processes, types and hours of work, and to select and hire employees, including the right to make and apply rules and regulations of discipline, efficiency and safety. It shall also have the right and responsibility to discharge or to otherwise discipline any employee for just cause, to promote and transfer, and to lay-off because of lack of work or other cause unless otherwise hereinafter provided.

ARTICLE VI
GRIEVANCE AND ARBITRATION PROCEDURE

A. Definitions

1. A "grievance" is a complaint based upon an event or condition which involves the interpretation, meaning or application of any of the provisions of this Agreement or any subsequent Agreement entered into pursuant to this Agreement. The term "grievance" shall not apply to any matter as to which the Committee is without authority to act. The first ninety (90) days of employment shall be a probationary period during which there shall be no right to grieve the discharge or discipline of an employee.
2. An "aggrieved person" is the person or persons making the claim.
3. A "party in interest" is the person or persons making the claim, and any person who might be required to take action, or against whom action might be taken in order to resolve the claim.
4. A "School Workday" for purposes of computing time limitations, is a day in which the central administrative office of the Stoneham School Department is open for business.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise, affecting the conditions of employment of employees covered by this Agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained will be construed as limiting the right of any employee having a grievance to discuss the matter informally with their immediate supervisor, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.

C. Procedure

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement of any specific instance.

1. Level One

- a. An employee with a grievance will, within ten (10) school working days of its first knowledge, prepare their grievance in writing and then present and discuss it with their principal or immediate supervisor, whichever is appropriate, either directly or accompanied by a representative of the Association, with the objective of resolving the matter informally.
- b. Grievances arising directly from action of officials at the Administrative Office level (above the local school level) may be initiated with and processed in accordance with the provisions of Level Two of this grievance procedure.

2. Level Two

- a. If the grievance has not been resolved at Level One, or if no decision has been rendered within five (5) School Workdays after its presentation and discussion, the aggrieved person may file a written grievance with the Superintendent within five (5) School Workdays after the adverse decision or after the five (5) day period specified, whichever is sooner.
- b. The Superintendent within ten (10) School Workdays after receipt of the written grievance will meet with the aggrieved person and their representative in an effort to resolve the grievance.

3. Level Three

- a. Initiation of Arbitration and Time Limit Thereof – If the grievance has not been resolved at Level Two, or if no decision has been rendered, the grievance may be submitted to arbitration. The arbitration may be initiated by filing with the State Labor Commission a request for arbitration and mailing or delivering a copy thereof to the Committee. This request shall be filed within ten (10) school work days after the Superintendent's decision or after the ten (10) day period has expired, whichever is sooner.
- b. The arbitration proceeding shall be conducted by an arbitrator to be selected by the Committee and Association within ten (10) days after the notice has been given. If the parties fail to select an arbitrator, the grievance shall be submitted to the American Arbitration Association for arbitration pursuant to the rules and regulations of that organization.
- c. The decision of the arbitrator shall be accepted by the parties as final and binding. The arbitrator may only render a decision on the specific terms of this Agreement, and shall have no power or authority to add to or subtract from or modify any of the terms of this Agreement, nor to render an illegal or unlawful award. The arbitrator shall be requested to issue their decision within thirty (30) days after the conclusion of testimony and argument.
- d. The arbitrator's fee will be shared equally by the parties to the dispute. Each party will be responsible for the cost of its witnesses, participants, attorneys, etc.

D. Miscellaneous

1. If at the end of the ten (10) School Workdays next following the occurrence of any grievance, or the date of first knowledge of its occurrence by any employee affected by it, the grievance shall not have been presented to the appropriate intermediate supervisor of the employee as provided by the procedure set forth in Section C of this Article, the grievance shall be deemed to have been waived, and, any grievance in course under such procedure shall also be deemed to have been waived if the action required to present it to the next Level in the procedure shall not have been taken within the time specified by the said Section C.
2. As a condition precedent to arbitration, the aggrieved person must execute a knowing waiver of all other remedies and forums.
3. Any incident which occurred or failed to occur prior to the effective date of this Agreement, shall not be the subject of any grievance or arbitration hereunder.
4. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
5. Decisions rendered at all Levels herein of the grievance procedure will be in writing, setting forth the decision and the reason(s) therefore.

ARTICLE VII
NO STRIKE CLAUSE

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 willful absence from their position, or in any illegal activities directed against the Stoneham School System. 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 that an issue of fact as to whether an individual engaged in such activities may be made the subject of the grievance and arbitration procedure.

**ARTICLE VIII
COMPENSATION**

A. Salary

	July 1, 2022	July 1, 2023	January, 2024 91st School Day	July 1, 2024	January, 2025 91st School Day
STEP	4% COLA, \$500 Salary Adjustment, and \$1 Market Adjustment. Add additional \$.50 for STRIDE, RISE and 1:1 ESPs	3% COLA, and \$1 Market Adjustment. Add additional \$.50 for STRIDE, RISE and 1:1 ESPs	\$.25 Market Adjustment.	3% COLA, and \$1 Market Adjustment Add additional \$.50 for STRIDE, RISE and 1:1 ESPs	\$.25 Market Adjustment
1	18.98	20.55	20.80	22.42	22.67
2	20.04	21.64	21.89	23.54	23.79
3	21.02	22.65	22.90	24.59	24.84
4	21.79	23.44	23.69	25.40	25.65
5	22.76	24.45	24.70	26.44	26.69
6	23.40	25.11	25.36	27.12	27.37
7	24.25	25.98	26.23	28.01	28.26
8	25.10	26.86	27.11	28.92	29.17
9	25.48	27.24	27.49	29.32	29.57
10	26.07	27.85	28.10	29.94	30.19

- A. Staff will work and be paid for 6.25 hours per day, not including a 30-minute duty free unpaid lunch.
- B. Staff shall have the option of 22 or 26 equal pay periods.
- C. Staff may leave the building during lunch if they sign in and out.
- D. Elementary staff shall work 35 minutes beyond the student day; Central Middle School staff shall work 8 minutes beyond the student day; High School staff shall work 9 minutes beyond the student day. The district reserves the right to add 18 compensated minutes to the Central Middle School work day and 20 compensated minutes to the High School work day in future years.
- E. The administration shall assign when the additional staff time shall be worked before or after the student day. Staff shall be compensated for any additional time they are scheduled to work for issues such as student transportation pickup or drop-off. Any overtime shall be compensated at the rate of 1.5 times the hourly rate after eight hours per day.
- F. An education support professional who is assigned to substitute for a teacher shall be paid an additional \$12 per hour.
- G. All staff members will enroll in Direct Deposit Service.
- H. The Employer will make reasonable efforts, dependent upon student and building needs, to provide each full-time ESP with a daily duty-free work break, of up to 15 minutes, which may be non-consecutive but will be provided in increments of no less than 5 minutes if feasible. Reasonable efforts shall not include a requirement that the school district hire additional staff or assign existing staff additional duties. An ESP shall not leave the building during duty-free break time. Duty-free break time shall not extend an ESP's lunch period. If a break is not provided on a given day, there shall be no compensatory time or pay for such missed break time.

B. Longevity

Effective July 1, 2014, employees will be granted longevity increases as follows based upon total service as an employee of the Stoneham Public Schools:

- | | |
|--|---------|
| 1. After five (5) full years of satisfactory service | \$550 |
| 2. After ten (10) full years of satisfactory service | \$675 |
| 3. After fifteen (15) full years of satisfactory service | \$850 |
| 4. After twenty (20) full years of satisfactory service | \$925 |
| 5. After twenty-five (25) full years of satisfactory service | \$1,200 |

C. After School Work

An education support professional who works after school to perform school sponsored extracurricular activities supporting students shall be paid an additional \$5 per hour if the support is required by the student's IEP and the assignment is approved by administration.

D. Retirement

Employees will receive a \$500 retirement notification bonus in the final year of service prior to their retirement if they have been employed by the Stoneham Public Schools for ten (10) or more consecutive years and their intent to retire written notice is received by June 30th of the previous year. Once the retirement notice has been given, the employee must retire as planned to receive the retirement benefit. If the notice is withdrawn, the employee will be ineligible for the retirement benefit in the future.

F. Insurance

The Education Support Professional Unit of the Stoneham Teachers Association has ratified their health insurance agreement through the Public Employee Committee with the Town of Stoneham to enroll in health insurance through the Massachusetts Group Insurance Commission.

ARTICLE IX PAID ABSENCES

A. Sick Leave

1. Each education support professional will be credited with fifteen (15) sick leave days at the beginning of the school year to be used for personal and family illness. Beginning June 30, 2012 part time employees shall receive pro-rated leave benefits according to their percentage of full-time status so that all employees contracted for the same amount of work time shall be granted the same amount of leave time regardless of the individual work schedule.

Three (3) of the above personal leave days may be taken for critical and necessary personal, legal, business, household or family matters which require attention during school hours. The reasons for personal days are personal and confidential. However, personal leave days cannot be used the first or last day of the school year or the day preceding or following a school holiday or vacation or long weekend without a stated reason and permission from the Superintendent.

In the event a religious observance falls at a time in the school year when the member has exceeded their allowable sick leave days, the use of additional paid leave days shall be allowed. In no event will an employee be denied access to necessary religious days.

2. Unused sick leave may be accumulated up to one hundred ninety (190) days. Up to twenty percent (20%) of an individual's accumulated sick leave may be used each year for a significant illness of a member of the employee's household or of an immediate family

member. At the end of each school year, accumulated days beyond the maximum of 190 days will be deposited into the Sick Leave Bank as referred to in Section C below and Appendix B.

3. In the event an illness of an employee extends beyond the period of five (5) consecutive school days, the Superintendent, or designee, may require medical documentation.

B. Bereavement Leave

Employees covered by this agreement will be allowed time off without loss of pay for up to five (5) days following a death in the immediate family. The immediate family for this article shall be defined as spouse, child, sibling, parent, anyone who lives in the employee's household or anyone for whom the employee is the primary caregiver.

Employees covered by this agreement will be allowed time off without loss of pay for up to three (3) days following the death of a relative of an employee who is the employee's aunt, uncle, great-grandparent, grandparent, grandparent of spouse, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandchildren, niece or nephew. Said bereavement days shall be the day of the funeral and the time so granted for the purpose of attending the said funeral.

C. Sick Leave Bank (SLB)

1. All members of the STA ESP Units (Cafeteria Workers, Secretaries and ESPs) who began employment on or before June 30, 2022 and have earned twenty (20) or more days of sick leave can participate in the Sick Leave Bank. All members of STA ESP Units (Cafeteria Workers, Secretaries and ESPs) who began employment on or after July 1, 2022 and have worked in the district for at least three (3) years and have accumulated twenty (20) or more days of sick leave can participate in the Sick Leave Bank. The SLB accumulated days will cap at nine hundred (900) days at any time.
2. Sick Leave Bank benefits will be granted only in cases of illness from which recovery and return to work are probable, based on appropriate medical evidence. In addition, SLB benefits will not be granted for treatment or procedures or recovery therefrom that an employee can reasonably be expected to schedule to occur over vacation period, unless accompanied by a doctor's certification deeming the timing of the treatment or procedure medically necessary. SLB benefits are limited as detailed in Appendix A.
3. A participating member may request up to and including five (5) days from the SLB, in their initial request, for personal illness only, provided all their leave has been exhausted. After the sick leave initially granted from the SLB has been used, the participating member may then request additional days in increments up to thirty (30) days. No member, however, will be allowed to use more than fifty (50) days within a one (1) year period of time.
4. The SLB Committee shall consist of three (3) representatives (one from each of the STA educational support units), one of whom will be elected to act as the Chair, and the Superintendent's designee. The Superintendent's designee shall have the power to be a voting member of the SLB committee. This committee shall present to the Superintendent its decision for administrative processing.
5. All approvals and refusals for the use of the SLB will rest with the Sick Leave Bank Committee and three (3) out of the four (4) members of the Sick Leave Bank Committee must sign authorization for the granting of SLB days to an individual.
6. This SLB shall be initially funded with the donation of one (1) day from the participating member's sick leave to the SLB after the member meets participation requirements under paragraph 1 above. Thereafter, if at any time the number of days in the SLB depletes to less

than twenty (20) days, the SLB Committee will notify the Superintendent of Schools and each SLB member will deposit a sick leave day from their annual sick leave. In the event a participating member has exhausted all of their sick leave on the day the deposit is made, the Superintendent shall advance one day of sick leave to the SLB and shall recover said advanced day from the participating member's first available day. A new employee shall deposit one (1) day into the SLB once they have met participation requirements in paragraph 1 above and thereafter shall be eligible to make application to use the SLB.

7. If a member of the SLB applies for Worker's Compensation and receives, upon approval of the Sick Leave Bank Committee, days which are later determined to have a portion thereof covered by Worker's Compensation, the proportionate amount of each day the SLB has provided to cover time determined to be covered by the Worker's Compensation payment shall be restored to the Sick Leave Bank.
8. The operations of the SLB and withdrawals therefrom shall be carried out in accordance with guidelines set forth in Appendix A. The School Committee shall not be responsible for any decision(s) made by the Sick Leave Bank Committee.
9. Any unit that disaffiliates from the STA/MTA/NEA relinquishes any and all claims to the days in this Sick Leave Bank and forthwith shall be removed from any and all participation in the Sick Leave Bank either from the date of notice of disaffiliation or from the date of intent as defined by the date such documents are filed with the Massachusetts Labor Relations Commission, whichever is earlier.
10. At the end of each school year, days accumulated by active participating members beyond the maximum of 190 days will be deposited into the SLB.
11. Upon retirement, up to twenty five (25) of employee's unused sick days may be allocated to the Sick Leave Bank.

D. Parental Leave

Birth Parent

1. The Superintendent shall grant parental leave for up to eight (8) consecutive school weeks from the birth of a child upon receipt of a letter from a pregnant employee. The written request must be sent at least two (2) weeks prior to the employee's anticipated due date.
2. The employee may use any of their personal accumulated sick leave for said period of time (8 consecutive school weeks) upon verification of birth from the employee's physician / hospital. The request for this personal accumulated sick leave utilization will be made at the time of the request for parental leave. Parental leaves under this paragraph will be paid to the extent of the employee's available sick leave.

Adoption Leave

3. Upon request, adoption leave of up to eight (8) consecutive school weeks duration will be granted to an individual parent. Whenever travel to adopt is mandatory, travel will be allowed and will be included in the eight (8) consecutive school weeks. Adoption leaves under this paragraph will be paid to the extent of the employee's available sick leave. In the event travel time is required when adopting a child and both parents are employed by the Stoneham Public Schools, one spouse would be eligible for the eight (8) consecutive school weeks leave and the other spouse is eligible for leave for the travel only.

Non-Birth Parent

4. Upon request, non-birth parental leave of up to eight (8) consecutive school weeks duration will be granted to a non-birth parent. Leave under this section will be paid to the extent of the

employee's available sick leave. Leave under this section must be used within six (6) months of the child's arrival.

ARTICLE X
WORKER'S COMPENSATION

In the case of absence due to an industrial accident, the Committee agrees to make up the difference between the employee's regular wages and the amount received from Worker's Compensation. The amount of such difference shall be charged to paid absence due to illness. The employee agrees to reimburse the Committee for any wages paid where Worker's Compensation is later received by the employee.

ARTICLE XI
HEALTH AND WELFARE

- A. It is agreed that should any material changes occur in the statutes affecting health and welfare plans this Agreement will be reopened for negotiations only on this subject, upon request of either party.
- B. An education support professional working with a student who is known to the school system as a known health risk (e.g., AIDS, Hepatitis B., etc.) will be informed there is a risk and be allowed to take precautionary care, as well as having any immunizations and training available to any other staff members.
- C. Each Stoneham education support professional shall be guaranteed a secure place in each area that they work in to keep personal belongings. These belongings can include outer clothing, purses, lunches, and other material that they use to do their jobs as education support professionals.
- D. Education support professionals are encouraged to consult with their principal and / or special education staff on issues of managing student behavior in order to protect themselves and their students and maintain an appropriate learning environment.

ARTICLE XII
EXCEPTIONS TO BASIC WORK DAY

- A. Nothing in this contract shall preclude an arrangement mutually agreed upon by the administration and the employee, whereby the employee may work certain hours during the summer at the rate of pay specified herein.
- B. On half days education support professionals can work in their rooms or attend meetings with prior approval of the principal or Director of Special Education.

ARTICLE XIII
LEAVE OF ABSENCE

Upon the recommendation of the Superintendent, the Principal, in their discretion, may grant unpaid leave up to one year. Upon return from said leave, the employee will be offered a position comparable to the position prior to the leave.

ARTICLE XIV
WORK YEAR

Management agrees to notify education support professionals (ESPs) of their schedule and assignment for the next school year prior to the first day of the work year for ESPs. Notwithstanding the above provision, Management reserves the right to change ESP schedules and assignments at any time. The Work Year will consist of 182 days.

ARTICLE XV
EVALUATION AND DISCIPLINE

Employees shall be evaluated on an annual basis by their building principal or designee no later than June 1 using the Appendix D guidance. Evaluations shall be based upon the principal's formal and informal observations, knowledge of building activities and events, and input from supervisors who are knowledgeable of the employee's work. The employee shall have the opportunity within five days of receipt of the evaluation to request a meeting with the principal and to attach a written response to the evaluation.

Based upon any areas which are designated as needs improvement or unsatisfactory, the principal may develop an improvement plan for the following school year with specific goals, timeframe, and supports to improve performance. If performance is still rated as needs improvement or unacceptable at the end of the plan, the principal may recommend termination of employment to the Superintendent of Schools.

The evaluation process shall not preclude the principal or Superintendent from implementing other appropriate discipline for specific employee actions that are unacceptable, including as appropriate verbal warning or reprimand, written reprimand, suspension without pay, or dismissal. The employee shall have the right to review and acknowledge in writing any material that is placed in the personnel file.

ARTICLE XVI
SENIORITY, TRANSFERS AND
REDUCTION-IN-FORCE

- A. Effective with education support professionals hired after July 1, 2014, seniority shall be the length of employment as an education support professional under this agreement. For education support professionals hired prior to that date, seniority shall be the length of employment as an employee of the Stoneham Public Schools. Both definitions include time on approved leave of absence. An employee will lose seniority for the following reasons: voluntary termination of employment; discharge; laid off and not recalled within twenty-four (24) months; an unauthorized leave of absence for five (5) consecutive days.
- B. Although the School Committee and the Association recognize that the transfer of employees is sometimes necessary, they also recognize that frequent transfers of employees may interfere with optimum performance.
- C. When the Superintendent determines that a transfer should take place, the employee will be notified, and if requested, the employee shall be given an opportunity to discuss the transfer with the Superintendent. The seniority of the employee shall be considered in the making of transfer decisions, but it is recognized that the final decision rests with the Superintendent.
- D. Management agrees to make a reasonable effort to fill positions by posting prior to an involuntary transfer.
- E. If the Committee decides that reductions in staff are necessary, the district will first attempt to meet its needs through attrition.
- F. If neither a voluntary transfer nor attrition resolves the need to reduce the number of persons covered by this contract, the superintendent shall determine which employee(s) shall be reduced and placed on a recall list based upon the evaluations of the employee(s). In the event that performance as identified by recent evaluations is relatively equal, seniority shall be the determining factor.
- G. A seniority list will be compiled normally by October 15 of each school year. A copy will be posted in each school building and a copy will be given to the unit leader and Association president. Persons covered by this contract will have until December 1 to verify existing information. On or before December 1, the Association will submit to the Superintendent a list of disputed items on said list. The parties will sign off on the agreed upon seniority list on or before December 15.

The senior person on layoff who is qualified to fill a permanent vacancy in an area in which they held seniority at time of layoff (including seniority in an area from which the person was previously bumped) will be recalled first. The Stoneham School District will not hire from the outside to fill any vacancy so long as employees who meet the criteria of the preceding sentence retain recall rights. Recall rights shall be retained for two years from the effective date of layoff unless sooner terminated under the following subsection.

Recall rights shall terminate with a rejection of a recall offer. Recall rights shall terminate unless within seven (7) calendar days after receipt of a recall notice the person notified the Superintendent of their acceptance and reports for work. Recall offers shall be sent by certified mail to a person's last address of record at the Office of the Superintendent of Schools and shall be deemed to have been received not more than four calendar days following date of posting. Upon recall, all rights of the Agreement and benefits to which a person was entitled at the time of their layoff commenced, including unused accumulated sick leave, will be restored to the person upon their return. In addition:

1. A recalled person shall advance to the next step of the salary schedule upon being recalled.
 2. A person who exercises their recall rights and resumes employment in the Stoneham Public Schools shall be credited with all benefits and privileges that they were entitled to as of the date of the layoff.
 3. A recalled person will be assigned to the same or similar position, if available, which they held at the time of commencement of the layoff assuming that, if it is not the position from which the person was laid off, the person is qualified to fill the recall position.
- H. If the Superintendent determines that the most senior individual to be recalled does not possess the required qualifications for the vacant position, the reasons for that determination shall be given in writing to the individual with a copy to the union president. Such determination shall not be subject to the grievance and arbitration process.

ARTICLE XVII **JOB POSTINGS**

Whenever a vacancy occurs in a position covered by this agreement, it will be publicized for a period of ten (10) days by means of a written notice posted in each school building and an electronic posting through the Stoneham Public Schools website.

Education support professionals applying for a non-regular school day position for the first time will be granted an interview and, after successful completion of their first year, an interview will not be required. Preference will normally be given to qualified education support professionals already employed by the Committee, however, it is understood that teachers have preference for positions outlined in the teachers' collective bargaining agreement. Any education support professionals not selected may request an explanation from the Superintendent or designee. Notwithstanding, the best qualified candidate will be selected. Seniority will be one of the qualifications considered when evaluating potential candidates. Preference will normally be given to qualified education support professionals already employed by the Committee; however, it is understood that teachers have preference for positions outlined in the teachers' collective bargaining agreement unless the position is currently held by an education support professional.

ARTICLE XVIII **NON-DISCRIMINATION**

Neither the Association nor the employee shall discriminate against any member of the Bargaining Unit with respect to assignment, promotion, or any other matter because of race, creed, color, age, religion, nationality, sex, mental or physical disability, veteran status, sexual orientation, gender identity, genetic information, national origin, ancestry or marital status, unless based upon a bona fide occupational qualification. The committee will not discriminate against any employee covered by this Agreement because of membership in, or legitimate activity on behalf of the members of the Association.

ARTICLE XIX
BULLETIN BOARDS

Space on a bulletin board will be provided in each school for the posting of Association notices.

ARTICLE XX
ASSOCIATION REPRESENTATIVES

A written list of Association representatives and other representatives shall be furnished to the Committee immediately after their designation and the Association shall notify the Committee of any changes.

ARTICLE XXI
ASSOCIATION BUSINESS

If the Committee and/or Superintendent specifically requires that grievance processing or other Association business be done during normal working hours, employees will be paid for the time involved. Otherwise, no Association business shall take place during employees' regular working hours. Such Association business will be conducted after working hours, or on unpaid time.

ARTICLE XXII
PREMISES

The Committee agrees to permit a representative of the Association to enter the premises only for negotiation session, processing grievances or normal servicing, provided that such representative does not interfere with the performance of the work group and provided that the Superintendent or designee is first contacted by such representative.

ARTICLE XXIII
PROFESSIONAL DEVELOPMENT

- A. The parties recognize and agree that ESPs are required to work their full contractual hours on all scheduled professional development days. ESPs will be offered professional development on all scheduled professional development days. The schedule and content of the professional development will be developed to align with district and school goals.
- B. Tuition reimbursement may be granted for courses directly related to an education support professional's responsibilities and with prior approval from their principal or SPED Director as well as the Superintendent.
- C. Up to four professional development days will be approved to allow two representatives to attend MTA and NEA Annual State Conference at the Union's expense.
- D. Employees may apply for professional development activities and / or reimbursement appropriate for their job responsibilities.
- E. Every employee will receive a \$150 stipend on an annual basis after successfully completing forty-five (45) hours of pre-approved professional training outside of the work day in courses, workshops or seminars directly related to their jobs. The additional payments that bargaining unit members will be eligible to receive under this section is capped at \$450.
- F. An employee must submit acceptable proof of completion of pre-approved professional training during the work year during which the training is completed to be eligible for payment under this section.

Study Tuition Reimbursement

The District recognizes the importance of creating a pathway, recruiting and supporting education support professionals seeking higher education for the purpose of becoming certified teachers. Tuition cost shall be reimbursed at 75% of the total cost for each graduate level course.

- a. The course must be approved in advance by the Superintendent or designee.
- b. The employee must achieve a grade of at least B- or its equivalent and shall submit a record of the grade to the Superintendent or designee.
- c. The employee shall pay the entire tuition fee and shall be reimbursed on the successful completion of the course as provided herein. A received copy of the tuition bill and proof of payment shall be submitted to the Superintendent or designee as evidence of the cost of the course no later than sixty (60) days from the completion date of the graduate level course.
- d. The committee agrees to budget \$10,000 per year. Funds to be distributed to requesting education support professionals per the following formula:
 1. Reimbursement for tuition will be calculated by dividing the number of requests for reimbursement by the total amount available for payment.
 2. \$5,000 of the \$10,000 budget will be made available each winter and spring term for tuition reimbursement totaling \$10,000 in total budget funds.

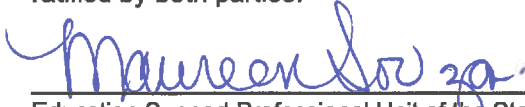

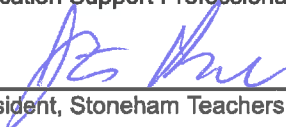


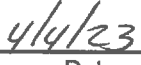
ARTICLE XXIV SEPARABILITY AND SAVINGS

If any Article or Section of this Contract or any riders thereto should be held invalid by operation of law, or by any other tribunal of competent jurisdiction, or if the compliance with, or enforcement of, any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Contract and of any rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid, or as to which compliance with, or enforcement of, has been restrained, shall not be affected thereby.

ARTICLE XXV
TERM OF AGREEMENT

This Agreement shall be effective as of July 1, 2022, and shall remain in effect to and including June 30, 2025.

This Agreement shall remain in effect until such time as a new agreement has been negotiated and ratified by both parties.

 Education Support Professional Unit of the Stoneham Teachers Association	 Date
 President, Stoneham Teachers Association	 Date
 Stoneham School Committee	 Date

APPENDIX A

SICK LEAVE BANK GUIDELINES FOR STA/SCC EDUCATIONAL SUPPORT PERSONNEL (Cafeteria Workers, Secretaries and ESPs)

A Sick Leave Bank (Bank) has been established whereby an employee who is a member of the bargaining units covered by Stoneham Teachers Association Educational Support Personnel (Cafeteria Workers, Secretaries, and ESPs) collective bargaining agreement(s) may receive additional sick leave upon exhaustion of their own earned and accrued sick leave.

I. Sick Leave Bank Committee

- A. The Sick Leave Bank Committee shall govern all phases of the Bank.
- B. All approvals and refusals for the use of the Bank days will rest with the Sick Leave Bank Committee. Approval for withdrawal requires a majority vote out of the four (4) members of the SLB Committee. Any vote by the SLB Committee with less than a majority vote shall be deemed a denial of approval for withdrawal.
- C. All decisions of the Bank Committee shall be final, with the following exception: decisions of the Bank Committee may be appealed back to the Bank Committee for reconsideration by any participating Bank member directly affected by a decision of the Bank Committee and/or any member of the Bank Committee itself.
- D. There shall be no appeals to any source other than the appeals described in the preceding Section I-C.
- E. Authorization or denial of days from the SLB must be signed by three out of the (4) committee members of the SLB before being presented to the Superintendent or designee for processing.

II. Purpose of the Bank

The purpose of the Sick Leave Bank is to enable a member of the bargaining unit(s) covered by Stoneham Teachers Association ESP (Cafeteria Workers, Secretaries and ESPs) collective bargaining agreements, upon the exhaustion of their individual sick leave allotment (both annual and accumulated), to receive extended sick leave without loss of income during a disability or illness and when a member has the expectation and possibility to return to work at full capacity, subject to the conditions of the STA/SCC Sick Leave Bank Agreement and the guidelines adopted by the Sick Leave Bank Committee. In addition, SLB benefits will not be granted for treatment or procedures or recovery therefrom that an employee can reasonably be expected to schedule to occur over vacation period, unless accompanied by a doctor's certification deeming the timing of the treatment or procedure medically necessary

III. Eligibility for Membership

All permanent employees of the School Department of the Town of Stoneham and Stoneham School Committee who are also members of the ESP bargaining units (Cafeteria Workers, Secretaries and ESPs) covered by Stoneham Teachers Association collective bargaining agreements and began employment on or before June 30, 2022 are eligible to participate in the Sick Leave Bank once they have accumulated twenty (20) sick leave days and have deposited one (1) day in the Bank. All permanent employees of the School Department of the Town of Stoneham and Stoneham School

Committee who are also members of the ESP bargaining units (Cafeteria Workers, Secretaries and ESPs) covered by the Stoneham Teachers Association Collective Bargaining Agreement and began their employment on or after July 1, 2022 are eligible to participate in the Sick Leave Bank once they have worked in the district for at least three (3) years, have accumulated twenty (20) sick leave days and has deposited one (1) day into the Bank.

IV. Administration of the Bank

- A. The Sick Leave Bank shall be administered by the Sick Leave Bank Committee.
- B. The Sick Leave Bank Committee shall consist of three (3) representatives (one from each of the STA education support units), one of whom will be elected to act as the Chair, and the Superintendent's designee who shall have the power to be a voting member of the SLB committee.

V. Operation and Benefits of the Bank

- A. Before a participating member may receive any benefits, they must have exhausted all their individual annual and accumulated sick leave.
- B. In order to expedite benefits, application for benefits may be made to the Bank Committee prior to the expiration of the participating member's own sick leave (annual and accumulated), but benefits shall not commence until the participating member's own annual and accumulated sick leave has been exhausted.
- C. If an emergency or unanticipated event occurs and the Sick Leave Bank Committee is unable to meet timely, the representative of the member's unit and the Superintendent's designee may award up to five (5) days from the Bank to ensure continuity of the member's paycheck.
- D. The Superintendent will designate and make known the Administrator (heretofore referred to as "designee") who will handle SLB documentation. The application for benefits shall first be made to the Designee and must be accompanied by a certification of disability or illness completed and signed by a physician. The Designee shall then provide the certification to the SLB Committee with personally identifiable information of the employee redacted therefrom. The Bank Committee may require additional information before approval of days is granted. The Bank Committee may also require additional information beyond a doctor's certificate at any time days are being used by a participating member. Such requests for additional information will be submitted to the Designee who shall transmit them to the employee. Upon provision by the employee of the requested additional information, it shall be redacted by the Designee and submitted to the SLB Committee. If the additional information is not provided by the member to the Bank Committee, the Bank Committee may vote to stop the withdrawal of the Bank days.
- E. A participating member receiving Worker's Compensation shall receive, upon approval of the Bank Committee, the difference between their regular daily rate of pay and the amount paid by Worker's Compensation. The applicant for these benefits must have exhausted all their individual annual and accumulated sick days before receiving any benefits from the Bank. The purpose of this section is to allow the participating member to be eligible to receive their full salary for the period of accident, disability or illness by adding Bank benefits to any Worker's Compensation payment. Should the member's Worker's Compensation payment be paid retroactively and the Bank has provided days to cover time later determined to be covered by the Worker's Compensation payment, those days shall be restored to the Sick Leave Bank.

- F. Application for benefits and the agreement to restore days to the SLB shall be rendered on SLB Committee forms available through the SLB Committee and contained herein as Appendix B.
- G. In the event a participating member is unable to file an application for benefits, said application may be made on behalf of a participating member by a representative of said member.
- H. Bank benefits shall be granted to applicants for only those disabilities and illnesses for which personal sick leaves days are made available and granted to employees in the collective bargaining agreement, consistent with any applicable state and federal statutes.
- I. Benefits under the Sick Leave Bank will not extend beyond the participating member's term of employment.
- J. Sick days are defined as normal workdays, excluding holidays and vacations and other non-working days. Payment will be made on workday basis. Salaries obtained from extra-curricular or other such activities will not be included.
- K. Any misuse or abuse of a Sick Leave Bank benefit that comes to the attention of the Sick Leave Bank Committee will be reviewed by the Bank Committee. After review, if the Committee deems it necessary, the Committee may request repayment of those days which were the subject of abuse.
- L. If at any time the number of days in the SLB depletes to less than twenty (20) days, the SLB Committee will notify the Superintendent of Schools and each SLB member will deposit a sick leave day from their annual sick leave. In the event a participating member has exhausted all of their sick leave on the day the deposit is made, the Superintendent shall advance one day of sick leave to the SLB and shall recover said advanced day from the participating member's first available day.
- M. The Superintendent of Schools shall make available the attendance record of a Bank member applicant if requested to do so by the Bank Committee.

**APPENDIX B
ESP Sick Leave Bank Application Form
Repayment Agreement**

**STONEHAM PUBLIC SCHOOLS
STONEHAM, MASSACHUSETTS**

**ESP SICK LEAVE BANK
APPLICATION FORM**

Name of Applicant _____

Home Address _____

Telephone No. _____ Years in System _____

Your request for Sick Leave Bank days has been: **Granted**

Denied

Number of days granted from Sick Leave Bank _____

If days granted are being granted to a member who has or may apply for Worker's Compensation, attach signed agreement to this form.

Comment: _____

Signatures: (Three required)

**STONEHAM PUBLIC SCHOOLS
STONEHAM, MASSACHUSETTS**

REPAYMENT AGREEMENT

I have applied for or may apply for Worker's Compensation. If my claim is successful and Worker's Compensation makes payment for days I was granted by the Bank Committee, in conjunction with the Worker's Compensation repayment arrangement between the Stoneham Public Schools, I hereby agree to cooperate with the School System to repay or make whole the Sick Leave Bank for the portion of the days that were retroactively compensated by Worker's Compensation in order that those days and/or portions thereof are restored to the Bank.

Applicant's Signature

Date

Appendix C

The following School Committee Policies are included in this collective bargaining agreement as a notice to all employees. Though the use of technology is part of everyday life, its primary purpose in the Stoneham Public Schools is educational.

8-0 Digital Recording/Videotaping/Photography Policy

Introduction

Stoneham Public Schools Spartan EDTV (Channel 10 Comcast, Channel 13 RCN, Channel 35 Verizon) are the school district's educational access channels. EDTV online at www.stonehamschools.net is Stoneham Public Schools online streaming video resource. They are used as teaching and learning tools, as well as a means of informing the entire Stoneham community and beyond, of school events.

Policy

All recording, video taping and photographing, including digital photography, by any means, including but not limited to cell phone, involving students will be related to classroom and/or extra curricular activities and other instructional support services. No video recording or photographing, including digital photography, will be used for commercial purposes and no student will be included without the written consent of the parent/guardian. Parents will be required to sign a release form on an annual basis. Exceptions to this policy are large public events, such as athletic events, Carnival Ball, graduation, etc.

All routine classroom video recording and photographing, including digital photography, of student activities produced by school personnel may not occur, or be reproduced, or made available outside of the school for any purpose without express prior authorization of the building principal. Parents will be notified in advance whenever non-routine projects involving video recording and photographing, including digital photography, of students is planned.

8-0-1 Technology Acceptable Use Policy

The Stoneham Public School system provides technology and internet access to students and staff to support educational excellence and enhance our curriculum. Use of school computers and online access is a privilege provided to students and staff.

Information sent and received using the Stoneham Public Schools wide area fiber network and online computers, and all hardware/software provided or installed by the Stoneham Public Schools is considered the property of the Stoneham Public Schools and is subject to review at the discretion of school administration. In the event that a review shows improper use, appropriate action will be taken with the individual(s) in accordance with school disciplinary policy, copyright law and/or Federal and State law. Staff members are advised that certain improper use may result in required reporting to the Massachusetts Department of Education, Bureau of Educator Licensure.

Examples of inappropriate or improper use include but are not limited to:

- Causing damage to computer technology equipment
- Altering computers or network equipment configurations
- Loading personal non-school purchased software onto a computer
- Hacking into other's folders or work files on a password protected server
- Using printer material for non-school business
- Use of computers and internet unrelated to intended educational use
- Downloading files for personal use, unrelated to proper educational use
- Use of school technology for personal gain or commercial use
- Use of computers for spam, advertising or political use
- Non-educational chat room or instant messaging use
- Use of an online computer to transmit, receive or display pornography; racially offensive or harassing messages; profanity; sexually explicit material; or threatening, defamatory, or other improper, socially unacceptable files
- Downloading or transmitting materials in violation of State, Federal and Copyright law

The Stoneham Public School system is not responsible for materials acquired using school computers. Periodically, the Stoneham Public Schools will make determinations on whether new uses of technology remain consistent with this acceptable use practice.

ANTI-FRATERNIZATION POLICY

Preamble

The Stoneham School District is committed to fostering a positive learning and working environment for all students and staff in order to promote educational excellence. The Stoneham School District's Anti-fraternization Policy shall serve as a statement on appropriate conduct and relationships between students and staff of the Stoneham School District. The spirit and intent of this policy is meant to help both staff and students understand and appreciate the delicate balance that exists between them and to better define the boundaries that their respective roles dictate.

Definitions

For purposes of this policy, "staff" refers to all Stoneham School District employees, contracted service personnel, SEIU employees, and any volunteers working on school property.

For purposes of this policy, "student" refers to all Stoneham School District individuals in grades pre-kindergarten through twelve, including a one year window post -graduation from the Stoneham School District. Any student remaining post graduation will have a one year window after leaving the Stoneham School District.

For the purposes of this policy "school property" includes all places set forth in the District, along with any place where extracurricular activities and/or events may take place including location visited during the course of field trips and/or other School District sponsored activities.

Policy

All staff must be aware that students of all ages and intellect are susceptible to influence by both staff and fellow peers. While this influence most often yields positive educational results, it can also be used in a manner that is entirely inappropriate. Accordingly, staff must be cognizant of their appropriate roles and professional duties in the development of students. Similarly, staff must be cognizant of the imbalance of power that exists in relationships between staff and student, which can live on long after the student has graduated from the Stoneham School District. This imbalance of power places students in a vulnerable position that must be recognized and respected by staff. It is the responsibility of staff not to take advantage of or otherwise exploit this imbalance of power to further any non-educational, personal, or inappropriate objective. Accordingly, staff is prohibited from engaging in any romantic, sexual, or physical relationship with students.

Many personal relationships are entirely appropriate and develop through family or neighborhood interactions with respect and adherence to the appropriate standards of professional conduct. To the degree that such relationships develop or exist, it is the staff's responsibility to ensure that such relationships continue along and within appropriate boundaries. This policy does not preclude conduct otherwise necessary to respond to legitimate educational circumstances.

The staff of the Stoneham School District must understand that this Anti-fraternization Policy is a condition of employment. As a condition of employment, the Stoneham School District reserves the right to at any time, without advance notice to staff, monitor, access, investigate and/or review the appropriateness of any activity or relationship between staff and students in order to protect the health, welfare and safety of the District, its staff and students. Failure to adhere to the requirements of this policy may result in severe consequences, up to and including termination.

Any question by staff as to the appropriateness of an activity, relationship, or interaction with a student may be directed to the school building principal or designee. All inquiries into the appropriateness of an activity or relationship will be confidential to the fullest extent appropriate. All staff that suspect an inappropriate relationship exists between a staff member and student are required to immediately notify, orally or in writing, the school building principal or designee.

Submission of a good faith report of a suspected violation of this policy will not adversely affect the reporting individual's employment. Submission of a purposely inaccurate report may result in disciplinary

actions. All staff members are required to sign the Stoneham School District Anti-fraternization Guide to Acceptable and Unacceptable Behavior Form, which will become part of an individual's personnel file.

Acceptable and Unacceptable Behavior

Staff members are expected to use good judgment in their relationships with students both inside and outside of the school context. The Anti-fraternization policy requires a delicate balance between establishing appropriate norms and acknowledging a faculty/staff member or students' right to privacy. The Stoneham School District Anti-fraternization policy is focused on staff/student relationships and is intended to provide clear direction on what is unacceptable behavior with students that might compromise staff member roles as educators and developers of character and what is acceptable behavior. In all instances staff members have a duty and obligation under Massachusetts law to protect the health and welfare of students, and an affirmative duty to provide notice to the appropriate Stoneham School District representative if an inappropriate situation develops so that the District can take appropriate action.

The Stoneham School District is committed to avoiding situations which may generate complaints of favoritism and inappropriate relationships between staff and students. Staff members are prohibited from engaging in any of the following types of prohibited conduct, regardless of whether the conduct occurs on or off school property or whether the conduct occurs during or outside of school hours. The following list of prohibited conduct does not, and is not intended to, constitute the entire list of conduct for which discipline may be imposed.

1. Staff members **shall not** become romantically involved with any student
2. Staff members **shall not** engage in any sexual or physical relationship with any student
3. Staff members **shall not** foster, encourage, or participate in inappropriate emotionally or socially intimate relationships with students in which the relationship is outside the bounds of the reasonable, professional staff/student relationship and in which the relationship could reasonably cause a student to view the staff person as more than a staff member,
4. Staff members **shall not** associate with students in any situation or activity which could be considered sexually suggestive or involve the use of alcohol or illegal drugs by students
5. Staff members **shall not** date students
6. Staff members **shall not** make disparaging remarks about their colleagues or other students in the presence of any student
7. Staff members **shall not** engage in unacceptable online interactions with students using social media sites or social networks or via cell phone, texting or telephone.
8. Staff members **shall not** send students on personal errands
9. Staff members **shall not** disclose information concerning a student, other than that required by law, to any person not authorized to receive such information, this includes but is not limited to, information concerning student address, assessments, ability scores, grades, behavior, mental or physical health and/or family background.

In order to protect the health, welfare and safety of students the following are examples of appropriate staff member conduct.

1. Staff **shall** maintain appropriate and professional conduct in all settings in the presence of students
2. Staff members **shall** maintain professional relationships with students which are conducive to an effective educational environment.
3. Staff members **shall** maintain a reasonable standard of care for the supervision, control, and protection of students commensurate with their assigned duties and responsibilities.
4. Staff members **shall** report pursuant to law and District policy any suspected signs of child abuse or neglect
5. Staff members **shall** report any violation of this policy to the school building principal or designee
6. Staff members **shall** report any violation of social media sites or networks to the school building principal or designee

Reporting and Investigation Procedures

Any and all suspected violations of this policy must be immediately reported, orally or in writing, by staff to their school building principal or designee. The school building principal or designee shall document all complaints in writing within twenty-four (24) hours. The school building principal or designee will immediately conduct an investigation and create a written record thereof within at least ten (10) workdays, which will be provided to the Superintendent or designee. If the alleged violation involves the school building principal, then the report shall be made to the Superintendent, who shall follow the procedural steps outlined in this section of the policy. If the alleged violation involves the Superintendent, then the report shall be made directly to the Chairperson of the School Committee or designee, whom shall also follow the procedural steps outlined in this section of the policy.

The investigation may consist of personal interviews with the reporting individual, the alleged offender(s), and others who may have knowledge of the alleged incident (s) or circumstances giving rise to the suspected violation of this policy, and a review of records when appropriate to determine the existence of previous reports. The investigation may also consist of any other methods and documents deemed pertinent by the investigator. A written record will include the following:

- the name of the offender(s);
- the nature of the allegation(s)
- location and frequency of the violation(s)
- a detailed factual description of the incident(s)
- a list of all known witnesses;
- a summary of the investigation, which will include interviews with the individual(s) reasonably believed to have relevant information, including but not limited to, the reporting individual, the alleged offender(s) and witnesses;
- a description of any disciplinary actions already taken; and
- a recommendation for further disciplinary action or review

In determining whether the alleged conduct or relationship constitutes a violation of this policy, the District will consider the surrounding circumstances, the nature of the behavior, past incidents or past or continuing patterns of behavior, and the context in which the alleged conduct occurred. Whether a particular action or incident constitutes a violation of this policy requires a determination based on all the facts and surrounding circumstances. In addition, the District may take immediate steps, at its discretion, to protect the staff and student pending completion of an investigation of an alleged inappropriate activity or relationship. The District must sufficiently investigate all reports of inappropriate activity or relationships that are brought to its attention in order to determine the veracity of the report. The District will respect the privacy of the reporting individual(s), the individual(s) against whom the report is filed, and the witnesses as much as possible, consistent with the School District's legal obligations to investigate, to take appropriate action, and to conform to any discovery or disclosure obligations. All staff must fully understand that reporting and investigation procedure implanted by the District is necessary to maintain the educational character and integrity of the District and to ensure compliance with this policy and the law.

Any and all violations of this policy determined by the principal or designee may result in disciplinary action taken against the offending staff member. If the violation of this policy warrants a criminal investigation, the Stoneham Police Department or appropriate legal authorities will be immediately contacted.

Any violation of this Anti-fraternization Policy and/or other Stoneham School District policies may result in, but is not limited to, one or more of the following:

- written warnings or a letter of reprimand in the personnel file;
- other remedies, such as suspensions and terminations as covered under Massachusetts law; and consistent with appropriate collective bargaining agreements;
- referral to the appropriate legal authorities for possible criminal prosecution; and
- civil liability

The Stoneham School District reserves the right to add and include additional behaviors and activities that can result in disciplinary action to this policy and implement such changes after adoption by the School Board. District action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Massachusetts and federal law and other School District policies. The District will take appropriate disciplinary action against any staff member who retaliates against any individual who reports an alleged violation of this policy or any individual who testifies, assists or participates in an investigation, or who testifies, assists or participates in proceeding or hearing relating to such alleged violation. Retaliation includes, but is not limited to, any form of intimidation, reprisal or harassment.

Confidentiality

All reports of a suspected inappropriate activity or relationship will be kept strictly confidential to the fullest extent practicable. Only those with a "need to know" shall have access to the report and investigation documents. Every effort will be made by the District to protect the anonymity of the reporting person, but it cannot always be guaranteed.

This policy shall not abrogate other District policies and remain consistent with appropriate collective bargaining agreements. It is the intent of the District for all of its policies to be read and interpreted in a consistent manner in order to provide the highest level of protection and safety for staff and students in the provision of educational services and opportunities.

APPENDIX D

Goal of ESP Evaluation Procedures and Documents

The goal of ESP evaluation is to promote student learning, growth and achievement by providing ESPs with feedback for improvement, enhanced opportunities for professional growth, and clear structures for accountability.

ESP Evaluation Procedures and Standards

Evaluation Procedures

- Each ESP shall be evaluated by their building principal or designee no later than June 1st using the ESP Evaluation Rubric Form.
- Evaluation shall be based upon the principal's formal and informal observations, knowledge of building activities and events, and input from supervisors who are knowledgeable of the employee's work.
- The employer shall have the opportunity within 5 days of receipt of the evaluation to request a meeting with the principal and to attach a written response to the evaluation.
- Based upon any areas which are designated as Needs Improvement or Unsatisfactory, the principal may develop an improvement plan for the following school year with specific goals, framework, and supports to improve performance.
- If performance is still rated as Needs Improvement or Unsatisfactory at the end of the plan, the principal may recommend termination of employment to the Superintendent of Schools.

ESP Standards

The performance of ESPs will be measured under three broad standards.

- **Standard I:** The Education Support Personnel demonstrates the knowledge and skills to perform the functions of the assignment.
- **Standard II:** The Education Support Personnel demonstrates the dependability, time management, as well as the receptive and expressive communication skills, to effectively perform the assignment.
- **Standard III:** The Education Support Personnel demonstrates the motivation, ability to adapt to a changing environment and appropriate interpersonal skills to effectively perform the assignment.

Accompanying each standard is a set of indicators which explain how the standard is demonstrated in the daily work of an ESP. The indicators are listed below for each standard.

Standard I: The ESP demonstrates the knowledge and skills to perform the functions of the assignment.

A. Knowledge: Demonstrates knowledge of methods, techniques, and skills required of position. Has been or will soon be trained in any specialized methods, skills or techniques required for the assignment.

B. Performance: Performs work consistently, accurately, and effectively. Appropriately and effectively employs skills, techniques and methods learned in training using the methods techniques and skills. Work completed meets expectations for quality and performance responsibilities.

C. Knowledge of students: Works to understand student backgrounds, cultures, skills, interests, language proficiency and special needs.

D. Promote Student Independence: Knows and implements best practices to promote student independence.

Standard II: The ESP demonstrates the dependability, time management, as well as the receptive and expressive communication skills, to effectively perform the assignment.

A. Dependability: Consistently prepared and on time when reporting to work and to assigned responsibilities.

B. Time Management: Well organized, utilizes time efficiently, and works independently when appropriate.

C. Communication (expressive & receptive): Communicates effectively. Listens well. Responds to direction from the direct supervisor appropriately. Demonstrates respect for human differences.

D. Confidentiality: Practices discretion and maintains confidentiality.

Standard III: The ESP demonstrates the motivation, ability to adapt to a changing environment and appropriate interpersonal skills to effectively perform the assignment.

A. Motivation: Builds on strengths and acts on suggestions in areas needing improvement.

B. Adaptability to Change: Possesses the ability to be flexible and adapts quickly to new situations and an ever changing educational environment. Demonstrates sound judgment.

C. Interpersonal Effectiveness: Maintains effective working relationships with others. Resolves conflict well, seeks assistance when appropriate

D. Safe Learning Environment: Works cooperatively with staff to maintain a safe and positive learning environment for all students.

ESP Evaluation Rubric Form

The ESP Evaluation Rubric Form will be used to evaluate the performance of ESPs. On the form, each standard is described by a set of indicators which explain how the standard is demonstrated in the daily work of an ESP. ESPs will be provided a rating for each of the 12 indicators. The possible ratings are: Exemplary, Proficient, Needs Improvement, or Unsatisfactory. The rubric contains the criteria associated with each rating for each indicator.

ESP Evaluation Ratings

- Exemplary: Consistently performs above and beyond the expectation
- Proficient: Consistently performs at the expectation
- Needs Improvement: Sometimes performs at the expectation
- Unsatisfactory: Seldomly performs at the expectation

Example

Standard I: The ESP demonstrates the knowledge and skills to perform the functions of the assignment.

Indicator:

A. Knowledge: Demonstrates knowledge of methods, techniques, and skills required of position. Has been or will soon be trained in any specialized methods, skills or techniques required for the assignment..

Unsatisfactory	Needs Improvement	Proficient	Exemplary
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Criteria for Rating:

<ul style="list-style-type: none"> ▪ Refuses to be trained in one or more of the areas identified in the job description. ▪ Inconsistently demonstrates this knowledge in daily work. 	<ul style="list-style-type: none"> ▪ Reluctant to be trained in one or more of the areas identified in the job description. ▪ Sometimes demonstrates this knowledge in daily work. 	<ul style="list-style-type: none"> ▪ Trained or willing to be trained in the areas identified in the job description. ▪ Consistently demonstrates this knowledge in daily work. 	<ul style="list-style-type: none"> ▪ Trained or willing to be trained in the areas identified in the job description. Can model methods, techniques and skills for others. ▪ Demonstrates this knowledge in daily work and applies concepts appropriately in new situations.
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Stoneham Public Schools

Education Support Personnel (ESP) Evaluation Form and Rubric

ESP's Name: _____ Date: _____

Evaluator's Name: _____ Title: _____

School: _____

Directions: Provide a rating for each indicator. Comments under each standard can be used to explain the evidence used or rationale for ratings. Additionally, comments may contain feedback for improvement.

Standard I: The ESP demonstrates the knowledge and skills to perform the functions of the assignment.

<p>A. Knowledge: Demonstrates knowledge of methods, techniques, and skills required of position. Has been or will soon be trained in any specialized methods, skills or techniques required for the assignment.</p>				
Rating	Unsatisfactory	Needs Improvement	Proficient	Exemplary

<input type="checkbox"/> Exemplary <input type="checkbox"/> Proficient <input type="checkbox"/> Needs Improvement <input type="checkbox"/> Unsatisfactory	<p>Refuses to be trained in one or more of the areas identified in the job description.</p> <p>Inconsistently demonstrates this knowledge in daily work.</p>	<p>Reluctant to be trained in one or more of the areas identified in the job description.</p> <p>Sometimes demonstrates this knowledge in daily work.</p>	<p>Trained or willing to be trained in the areas identified in the job description.</p> <p>Consistently demonstrates this knowledge in daily work.</p>	<p>Trained or willing to be trained in the areas identified in the job description. Can model methods, techniques and skills for others.</p> <p>Demonstrates this knowledge in daily work and applies concepts appropriately in new situations.</p>
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B. Performance: Performs work consistently, accurately, and effectively. Appropriately and effectively employs skills, techniques and methods learned in training using the methods techniques and skills. Work completed meets expectations for quality and performance responsibilities.

Rating	Unsatisfactory	Needs Improvement	Proficient	Exemplary
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<input type="checkbox"/> Exemplary <input type="checkbox"/> Proficient <input type="checkbox"/> Needs Improvement <input type="checkbox"/> Unsatisfactory	<p>Not consistent, accurate and effective in completing assigned tasks.</p> <p>Seldom uses skills, techniques and methods learned in training.</p> <p>Seldom shows initiative and is reluctant to assist in preparation of instructional materials.</p> <p>Seldom completes duties as assigned.</p>	<p>Sometimes consistently, accurately and effectively completes assigned tasks.</p> <p>Sometimes uses skills, techniques and methods learned in training.</p> <p>Sometimes shows initiative and is willing to assist in preparation of instructional materials.</p> <p>Sometimes completes duties as assigned.</p>	<p>Consistently, accurately and effectively completes assigned tasks.</p> <p>Consistently and effectively uses skills, techniques and methods learned in training.</p> <p>Consistently shows initiative and is willing to assist in preparation of instructional materials.</p> <p>Regularly completes all duties as assigned.</p>	<p>Consistently, accurately and effectively completes assigned tasks.</p> <p>Effectively applies concepts, skills, techniques and methods learned in training.</p> <p>Shows initiative, anticipates problems and works on appropriate solutions, and is willing to assist in preparation of instructional materials.</p> <p>Always completes all duties as</p>
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				assigned.
<p>C. Knowledge of students: Works to understand student backgrounds, cultures, skills, interests, language proficiency and special needs.</p>				
Rating	Unsatisfactory	Needs Improvement	Proficient	Exemplary

<input type="checkbox"/> Exemplary <input type="checkbox"/> Proficient <input type="checkbox"/> Needs Improvement <input type="checkbox"/> Unsatisfactory	<p>Interactions between the ESP and students rarely demonstrate an understanding of and respect for varied student backgrounds, cultures and language proficiency.</p> <p>Seldom demonstrates an understanding of the skills, interests, and special needs of students</p>	<p>Interactions between the ESP and students sometimes demonstrate an understanding of and respect for varied student backgrounds, cultures and language proficiency.</p> <p>Sometimes demonstrates an understanding of the skills, interests, and special needs of students</p>	<p>Interactions between the ESP and students consistently demonstrate an understanding of and respect for varied student backgrounds, cultures and language proficiency.</p> <p>Consistently demonstrates an understanding of the skills, interests, and special needs of students</p>	<p>Interactions between the ESP and students consistently demonstrate an understanding of and respect for varied student backgrounds, cultures and language proficiency, and the ESP can model this skill for other staff</p> <p>Consistently demonstrates an understanding of the skills, interests, and special needs of students and can serve as a resource to other staff.</p>
<p>D. Promote Student Independence: Knows and implements best practices to promote student independence.</p>				
<p>Rating</p>	<p>Unsatisfactory</p>	<p>Needs Improvement</p>	<p>Proficient</p>	<p>Exemplary</p>

<input type="checkbox"/> Exemplary <input type="checkbox"/> Proficient <input type="checkbox"/> Needs Improvement <input type="checkbox"/> Unsatisfactory	<p>Seldom implements strategies that promote student independence</p> <p>Frequently provides levels of support that decrease student independence</p>	<p>Sometimes implements strategies that promote student independence</p> <p>Sometimes provides levels of support that decrease student independence</p>	<p>Consistently implements strategies that promote student independence</p> <p>Consistently anticipates the appropriate level of support needed</p>	<p>Consistently implements strategies that promote student independence, and can serve as a resource to other staff</p> <p>Always anticipates the appropriate level of support needed and can model for other staff</p>
<p>Comments for Standard I:</p>				

Standard II: The ESP demonstrates the dependability, time management, as well as the receptive and expressive communication skills, to effectively perform the assignment.

<p>A. Dependability: Consistently prepared and on time when reporting to work and to assigned responsibilities.</p>				
<p>Rating</p>	<p>Unsatisfactory</p>	<p>Needs Improvement</p>	<p>Proficient</p>	<p>Exemplary</p>

<input type="checkbox"/> Exemplary <input type="checkbox"/> Proficient <input type="checkbox"/> Needs Improvement <input type="checkbox"/> Unsatisfactory	<p>Not consistent, accurate and effective in completing assigned tasks.</p> <p>Seldom arrives on time, prepared for work, or for each assignment.</p> <p>Does not show initiative.</p> <p>Seldom completes duties as assigned.</p>	<p>Sometimes consistently, accurately and effectively completes assigned tasks.</p> <p>Sometimes arrives on time, prepared for work, or for each assignment.</p> <p>Sometimes shows initiative.</p> <p>Sometimes completes duties as assigned.</p>	<p>Consistently, accurately and effectively completes assigned tasks.</p> <p>Consistently arrives on time, prepared for work, or for each assignment.</p> <p>Consistently shows initiative.</p> <p>Regularly completes all duties as assigned.</p>	<p>Consistently, accurately and effectively completes assigned tasks.</p> <p>Consistently arrives on time, prepared for work, or for each assignment.</p> <p>Consistently shows initiative, anticipates problems and works on appropriate solutions.</p> <p>Always completes all duties as assigned.</p>
<p>B. Time Management: Well organized, utilizes time efficiently, and works independently when appropriate.</p>				
<p>Rating</p>	<p>Unsatisfactory</p>	<p>Needs Improvement</p>	<p>Proficient</p>	<p>Exemplary</p>

<input type="checkbox"/> Exemplary <input type="checkbox"/> Proficient <input type="checkbox"/> Needs Improvement <input type="checkbox"/> Unsatisfactory	<p>Seldom efficient and well organized in completing assigned tasks.</p> <p>Seldom effectively and appropriately works independently.</p> <p>Seldom completes all duties as assigned in an efficient and timely way.</p>	<p>Sometimes efficient and well organized in completing assigned tasks.</p> <p>Sometimes effectively and appropriately works independently.</p> <p>Sometimes completes all duties as assigned in an efficient and timely way.</p>	<p>Consistently efficient and well organized in completing assigned tasks.</p> <p>Consistently, effectively and appropriately works independently.</p> <p>Regularly completes all duties as assigned in an efficient and timely way.</p>	<p>Always efficient and well organized in completing assigned tasks.</p> <p>Works effectively and appropriately on assigned independent tasks, as well as those independently initiated.</p> <p>Always completes all duties as assigned in an efficient and timely way.</p>
<p>C. Communication (expressive & receptive): Communicates effectively. Listens well. Responds to direction from the direct supervisor appropriately. Demonstrates respect for human differences.</p>				
<p>Rating</p>	<p>Unsatisfactory</p>	<p>Needs Improvement</p>	<p>Proficient</p>	<p>Exemplary</p>

<input type="checkbox"/> Exemplary <input type="checkbox"/> Proficient <input type="checkbox"/> Needs Improvement <input type="checkbox"/> Unsatisfactory	<p>Seldom communicates clearly, accurately and appropriately with other adults in the school and parents.</p> <p>Seldom uses unbiased language. that respects human differences.</p> <p>Seldom presents directions, instruction and ideas clearly and accurately to students and others.</p> <p>Seldom listens carefully and well.</p> <p>Seldom responds to direction from direct supervisor appropriately.</p>	<p>Sometimes consistently communicates clearly, accurately and appropriately with other adults in the school and parents.</p> <p>Sometimes uses unbiased language. that respects human differences.</p> <p>Sometimes presents directions, instruction and ideas clearly and accurately to students and others.</p> <p>Sometimes listens carefully and well.</p> <p>Sometimes responds to direction from direct supervisor appropriately.</p>	<p>Consistently communicates clearly, accurately and appropriately with other adults in the school and parents.</p> <p>Consistently uses unbiased language. that respects human differences.</p> <p>Consistently presents directions, instruction and ideas clearly and accurately to students and others.</p> <p>Consistently listens carefully and well.</p> <p>Consistently responds to direction from direct supervisor appropriately.</p>	<p>Always communicates clearly, accurately and appropriately with other adults in the school and parents.</p> <p>Always uses unbiased language that respects human differences.</p> <p>Always presents directions, instruction and ideas clearly and accurately to students and others.</p> <p>Listens carefully and well, appropriately including new information into job performance.</p> <p>Always responds to direction from direct supervisor appropriately.</p>
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D. Confidentiality: Practices discretion and maintains confidentiality.				
Rating	Unsatisfactory	Needs Improvement	Proficient	Exemplary
<input type="checkbox"/> Exemplary <input type="checkbox"/> Proficient <input type="checkbox"/> Needs Improvement <input type="checkbox"/> Unsatisfactory	<p>Seldom correctly identifies information that is confidential or seeks guidance from the supervisor.</p> <p>Seldom practices discretion and maintains confidentiality.</p>	<p>Sometimes correctly identifies information that is confidential or seeks guidance from the supervisor.</p> <p>Sometimes practices discretion and maintains confidentiality.</p>	<p>Consistently and correctly identifies information that is confidential or seeks guidance from the supervisor.</p> <p>Consistently practices discretion and maintains confidentiality.</p>	<p>Always correctly identifies information that is confidential or seeks guidance from the supervisor.</p> <p>Always practices discretion and maintains confidentiality.</p>
Comments for Standard II:				

Standard III: The ESP demonstrates the motivation, ability to adapt to a changing environment and appropriate interpersonal skills to effectively perform the assignment.

A. Motivation: Builds on strengths and acts on suggestions in areas needing improvement.
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Rating	Unsatisfactory	Needs Improvement	Proficient	Exemplary
<input type="checkbox"/> Exemplary <input type="checkbox"/> Proficient <input type="checkbox"/> Needs Improvement <input type="checkbox"/> Unsatisfactory	<p>Seldom acknowledges and uses areas of strength in performing the assignment.</p> <p>Seldom acts on suggestions from the supervisor to improve job performance.</p>	<p>Sometimes acknowledges and uses areas of strength in performing the assignment.</p> <p>Sometimes acts on suggestions from the supervisor to improve job performance.</p>	<p>Consistently acknowledges and uses areas of strength in performing the assignment.</p> <p>Acts on suggestions from the supervisor to improve job performance.</p>	<p>Builds skills in areas of strength in performing the assignment.</p> <p>Seeks out and acts on suggestions from the supervisor to improve job performance.</p>
<p>B. Adaptability to Change: Possesses the ability to be flexible and adapts quickly to new situations and an ever changing educational environment. Demonstrates sound judgment.</p>				
Rating	Unsatisfactory	Needs Improvement	Proficient	Exemplary

<input type="checkbox"/> Exemplary <input type="checkbox"/> Proficient <input type="checkbox"/> Needs Improvement <input type="checkbox"/> Unsatisfactory	<p>Seldom demonstrates flexibility when presented with changes in schedule, responsibilities or assignment.</p> <p>Seldom able to appropriately and effectively adapt to new situations.</p> <p>Seldom demonstrates sound judgment.</p>	<p>Sometimes demonstrates flexibility when presented with changes in schedule, responsibilities or assignment.</p> <p>Sometimes able to appropriately and effectively adapt to new situations.</p> <p>Sometimes demonstrates sound judgment.</p>	<p>Consistently demonstrates flexibility when presented with changes in schedule, responsibilities or assignment.</p> <p>Consistently able to appropriately and effectively adapt to new situations.</p> <p>Consistently demonstrates sound judgment.</p>	<p>Takes appropriate initiative and/or offers appropriate options when presented with changes in schedule, responsibilities or assignment.</p> <p>Quickly and consistently able to appropriately and effectively adapt to new situations.</p> <p>Always demonstrates sound judgment.</p>
<p>C. Interpersonal Effectiveness: Maintains effective working relationships with others. Resolves conflict well, seeks assistance when appropriate</p>				
<p>Rating</p>	<p>Unsatisfactory</p>	<p>Needs Improvement</p>	<p>Proficient</p>	<p>Exemplary</p>

<input type="checkbox"/> Exemplary <input type="checkbox"/> Proficient <input type="checkbox"/> Needs Improvement <input type="checkbox"/> Unsatisfactory	<p>Seldom maintains effective, professional working relationships with others.</p> <p>Seldom seeks to resolve conflicts with and without assistance.</p>	<p>Sometimes maintains effective, professional working relationships with others.</p> <p>Sometimes seeks to resolve conflicts with and without assistance.</p>	<p>Consistently maintains effective, professional working relationships with others.</p> <p>Consistently seeks to resolve conflicts with and without assistance.</p>	<p>Consistently maintains effective, professional working relationships with others.</p> <p>Consistently seeks to resolve conflicts with and without assistance, and help others resolve conflicts by adding information, ideas and suggestions to the professional.</p>
<p>D. Safe Learning Environment: Works cooperatively with staff to maintain a safe and positive learning environment for all students.</p>				
<p>Rating</p>	<p>Unsatisfactory</p>	<p>Needs Improvement</p>	<p>Proficient</p>	<p>Exemplary</p>

<input type="checkbox"/> Exemplary <input type="checkbox"/> Proficient <input type="checkbox"/> Needs Improvement <input type="checkbox"/> Unsatisfactory	<p>Seldom supports other staff to maintain a safe and positive environment for all students.</p> <p>Seldom seeks to establish positive working relationships with students in his/her care.</p>	<p>Sometimes supports other staff to maintain a safe and positive environment for all students.</p> <p>Sometimes seeks to establish positive working relationships with students in his/her care.</p>	<p>Consistently supports other staff to maintain a safe and positive environment for all students.</p> <p>Consistently seeks to establish positive working relationships with students in his/her care.</p>	<p>Consistently supports other staff to maintain a safe and positive environment for all students by adding information, ideas and suggestions to the professional.</p> <p>Consistently seeks to establish positive working relationships with students throughout the school.</p>
<p>Comments for Standard III:</p>				