

AGREEMENT
BETWEEN
GRAFTON SCHOOL DISTRICT
AND
GRAFTON TEACHERS ASSOCIATION

2013-2016

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AGREEMENT

Pursuant to the provisions of Chapter 150E of the General Laws of Massachusetts, this Agreement is made and entered into by the GRAFTON SCHOOL DISTRICT (hereinafter referred to as the "DISTRICT") and the GRAFTON TEACHERS ASSOCIATION (hereinafter referred to as the "ASSOCIATION"). The effective date of this Agreement shall be the date both parties sign the Agreement as to all contract language or terms except that the salary schedule shall be effective September 1, 2013.

ARTICLE I

RIGHTS

A. Committee Rights Preserved

Except as expressly provided otherwise in the Agreement, the School District will not be limited in any way in the exercise of the functions of management and retains and reserves the right to exercise, without bargaining with the Association, all the powers, authority and prerogatives of management, including, but not limited to, the following:

1. To direct and conduct the educational affairs of the Grafton School District (the "District") and its schools;
2. To direct, supervise, and evaluate employees;
3. To conduct mandatory professional improvement programs, subject to the provisions of this Agreement, as to teachers' maximum hours of work per day;
4. To direct and control all the operations and services of the District and its schools;
5. To develop, evaluate and determine the educational curriculum;
6. To schedule and assign classes and courses, including the cancellation of same;
7. To determine the organization and the number of personnel of the District and its schools;
8. To subcontract out work in areas presently being done in special education, support services and computer education, and for fields not available on the faculty in whole or in part;
9. To determine the level of student competency; to assign and transfer employees;
10. To schedule and enforce working hours;
11. To determine whether goods or services should be made, purchased, or leased;

12. To hire, appoint and promote; including the determination of qualifications and requirements for the position or promotion (outside of the bargaining unit for a promotion);
13. To demote, suspend, discipline and discharge, subject to Chapter 71 and just cause for teachers with professional status;
14. To lay off employees due to lack of work, lack of funds, or for other lawful reasons;
15. To relieve employees due the incapacity¹ to perform duties or for any lawful other reason;
16. To determine class size;
17. To make and enforce rules and regulations;
18. To change or eliminate existing equipment, facilities, programs or schools; and to institute technological change;
19. To grant and schedule leaves, including, but not limited to, personal leave and placing employees on administrative leave;
20. To approve department recommendations regarding the content, methodology, quantity of homework assignments and scheduling and means of preparing and submitting student grades by teachers;
21. To require teachers assigned to stipend assignments to report on their activities and student contact in connection with their stipend assignments and to respond to and be accountable to the Principal for their performance of such stipend assignments.

During an emergency, the School District will have the right to take any action necessary to meet the emergency notwithstanding any contrary provisions of this Agreement.

The exercise of the rights contained herein shall not be a matter subject to grievance or arbitration under Article X except to the extent that such rights are expressly limited by specific provisions of this Agreement.

B. Teachers' Individual Rights Preserved

The rights, responsibilities, and benefits of persons covered herein are in addition to those provided by Town, State, or Federal law, rule, or regulation, including without limitation all applicable professional teacher status, pension, education or civil rights, laws, and regulations.

¹ Incapacity is defined as the inability to perform the duties of a teacher on a particular day.

ARTICLE II
RECOGNITION

- A. It is understood and agreed that the District, acting in accordance with the authority of Chapter 150E of the Massachusetts General Laws, recognizes the Association as the exclusive representative, for purposes of collective bargaining, of the Town of Grafton School District employee unit identified as follows:

All teaching personnel employed by the Grafton School District, who hold certificates or waivers under Chapter 71 of the Massachusetts General Laws, and all other persons who hold such certificates or waivers, and who perform a school-related function such as librarians, coordinators, counselors, adjustment counselors, specialists, and psychologists.

Included within the category of waiver personnel shall be those for whom an application for waiver has been filed and is still pending.

Excluded from the unit: The Superintendent, principals, substitutes, and all other employees of the Municipal Employer.

- B. Unless otherwise indicated, the employees in the above unit will be hereinafter referred to as “teachers,” and reference to teachers will include all teachers, both male and female.

ARTICLE III
DURATION

- A. The Agreement will have an effective date which shall be the date that both parties have executed the formal evidence thereof. The parties agree that the duration of the Agreement shall be from September 1, 2013,² through August 31, 2016.
- B. This Agreement may be amended by mutual agreement at any time and in any respect.

ARTICLE IV
COMPLETENESS OF AGREEMENT

This Agreement incorporates the entire understanding between the parties on all issues which were or could have been the subject of negotiation. During the term of this Agreement, neither party hereto shall be required to negotiate with respect to any such matter covered by the Agreement, except as otherwise specifically provided herein.

² If the School District begins the school year prior to the first of September, the effective date of this Agreement shall be the date that the school year actually begins.

ARTICLE V

MATERIAL ACCOMMODATIONS

- A. Assigned teachers are those teachers who by the nature of their work serve in one school only. Unassigned teachers are those teachers who by the nature of their work serve in more than one school.
- B. Unassigned teachers shall be provided with adequate office and conference space, if possible.
- C. Each school building shall be provided with:
 - a teacher-workroom containing adequate equipment and supplies to aid in the preparation of instructional materials, and suitable furniture.
 - space in each classroom in which teachers may safely store instructional materials and supplies.
- D. Each school shall be provided with faculty rest areas appropriately furnished.
- E. Reserved.
- F. Adequate teacher parking facilities shall be provided, wherever possible.
- G. A Serviceable desk shall be provided to all teachers.

ARTICLE VI

INSPECTION OF PERSONNEL RECORDS

- A. There shall be maintained in the Central Office of the School system a current personnel record for each teacher.
- B. Each personnel record shall contain:
 - 1. the candidate's original application and references;
 - 2. records of health;
 - 3. teaching certification;
 - 4. in-service training and professional study;
 - 5. service Contract and Agreements;
 - 6. pertinent communications pertaining to the individual; and

7. evaluations made by the officials of the Grafton Public Schools.
- C. Teachers may inspect their own personnel records kept by the Central Administration, in accordance with the procedure established by Section 42C of Chapter 71 and Chapter 149, Section 52C of the General Laws of Massachusetts, except that information received from placement offices and reference sources shall remain confidential.
- D. The District shall keep records concerning any teacher or his/her work and shall, at the written request of the teacher, permit the teacher, by appointment, to inspect the contents of his/her personnel records, files, cards, and records and to make copies of such contents and records as concern his/her work or himself or herself.
- E. Any complaint, which is likely to result in disciplinary action, made against a teacher by a parent or others shall be made known to the teacher in writing. The complaint shall be signed by the person or persons complaining, if possible. However, no unsigned complaint shall preclude the administration from the investigation or from initiating corrective action, if required. The complaint shall be signed by and replied to by the teacher and placed in the teacher's personnel folder. No unsigned complaint, which, after investigation, is not substantiated, will be recorded in the teacher's personnel file.

ARTICLE VII

TEACHER EVALUATION

- A. The primary purpose of evaluation is the improvement of teaching performance. Every professional educational employee shall be evaluated on a continuing basis and special emphasis shall be placed on the evaluation of probationary teachers.
- B. Criteria of formal evaluations shall be explicit, written, and made known to all teachers at the beginning of each school year. However, oversight in notification of individuals shall not invalidate the process.
- C. Formal evaluations shall be conducted as directed by the Superintendent of Schools.
- D. Reports of evaluations shall be reviewed with the subject of the evaluation and a copy, signed by all persons being a party thereto, shall be given to the teacher. One copy shall be retained by the evaluator; one shall be forwarded to the principal or department chairman; and one copy forwarded to the Superintendent of Schools; all signed by all parties. The signature of the teacher indicates merely that the teacher has seen the evaluation, discussed it with at least one evaluator, and has received a signed copy.
- E. The teacher may submit a written rebuttal to the evaluator in total or in part, which shall be signed, attached to the evaluation and filed.

ARTICLE VIII

ADVERTISING JOB VACANCIES AND JOB DESCRIPTIONS

- A. Vacancies in regular day school part and full-time permanent teaching positions, stipendiary positions and newly created positions shall be advertised to the entire staff and, at the discretion of the School District, with other agencies.
- B. Advertisement to the staff for such positions shall be made by posting appropriate notices in each school for a period of ten (10) calendar days. The School District shall also post vacancies that it intends to fill on the School District's website. Applications from the staff will not be accepted following the end of the twelfth (12th) calendar day from the date of posting. All applications shall be given equal consideration.
- C. Candidates shall state their qualifications on forms provided and submit names of persons who are able to attest to their ability, potential or real, to perform the duties of the position in question.
- D. Written job descriptions approved by the School District shall be made available through the building principal, department chairman or the Grafton Teachers' Association.
- E. In the absence of a written job description for a position created during the life of this Agreement, an example of the duties of the job shall be posted along with the posting of the job itself. A written job description shall be approved by the District within the first year of the existence of the new position.
- F. Following the receipt of all necessary information, each candidate from within the system shall be interviewed. Any candidate so requesting shall be interviewed by the Superintendent.
- G. Teachers wishing to be notified of vacancies occurring during the summer will so inform the Superintendent, in writing, no later than June 1. The teacher will specify what types of position in which he/she is interested. Notice of vacancies of that type will be sent to the teacher at the address provided by said teacher. Time limits for application will follow Section B above.

ARTICLE IX

ASSIGNMENTS: REGULAR DAY-SCHOOL

- A. In the assignment and transfers of teachers to positions within the School System, the preferences of the teachers shall be given serious consideration.
- B. Teachers on staff during the school year prior to the effective date of this Agreement shall be notified in writing of any changes in their programs and schedules for the ensuing year and for each successive school year during the life of this Agreement. All teachers shall

be notified of their assignments before the close of school, except for emergency situations, including budget cutbacks. Such notification shall include the school to which they will be assigned and the grade, subject(s), and levels they will teach.

- C. On-staff personnel desiring reassignment shall make such requests in writing to the Superintendent of Schools.
- D. Teachers shall not be assigned subjects, grades, or other classes in which they are not certified by the Massachusetts Department of Elementary and Secondary Education or while pending certification in which they may have not completed academic preparation as a major or minor, except for emergency situations not to exceed five (5) school days, except when personnel are employed under the provisions of Chapter 71, Section 38G of the Massachusetts General Laws, or Section 21 of the Chapter 188 of the Acts of 1985.
- E. At the beginning of each school year, a teacher who is not assigned solely to one building will be assigned to one building for purposes of building administrative staff meetings only.

ARTICLE X

GRIEVANCE PROCEDURE

- A. A grievance is a claim by any teacher or group of teachers or the Association itself that there has been a violation, misinterpretation, or a misapplication of the terms of this Agreement. However, a grievance must be filed within thirty (30) calendar days from the occurrence of the event or series of events which gives rise to such grievances or the right to granted herein. Neither party will be permitted to assert any grounds before the arbitrator which were not previously disclosed to the other party. The arbitrator shall be limited to the issues submitted and shall consider nothing else. The arbitrator can add nothing to nor subtract anything from the agreement between parties. The arbitrator shall not render a decision contrary to state or federal law. The arbitrator shall decide any and all disciplinary cases based upon the preponderance of the evidence standard of proof.
- B. The teacher or the teachers, including the Association, making the claim and any persons who might be required to take action or against whom action might be taken to resolve the claim, are defined as parties in interest in any grievance proceeding.
- C. Any teacher or the Association, if requested by a teacher or group of teachers, may discuss for the purpose of resolution any grievance with the department chairman or similar supervisor or the immediate administrator to whom the teacher or group of teachers are assigned.
- D. If the matter is not resolved to the satisfaction of the grieving party within seven (7) calendar days after presentation of the grievance under C above, the grievance may be discussed with the principal or similar administrator to whom assigned.

- E. If the matter is not resolved to the satisfaction of the grieving party within seven (7) calendar days after presentation of the grievance under D above, the grieving party may present the grievance to the Superintendent of Schools in writing.
- F. If the matter is not resolved within a time mutually satisfactory, or if a mutually satisfactory time cannot be established within seven (7) calendar days after presentation of the grievance under E above, the grieving party or the Association, if requested by the grieving party, may request in writing that the Superintendent render a written decision no later than seven (7) calendar days from receipt of request. The grieving party's communication must include the grievance, a fair summary of the proceedings to date, and the relief sought. If the grievance involves an Appointing Authority matter and has not been resolved at the Principal or Superintendent level, as applicable, the Association may submit the grievance to arbitration under Section I and shall not submit the grievance to the School Committee under Section G.
- G. The grieving party or the Association may within seven (7) calendar days after receipt of the Superintendent's letter, present a written statement of the matter to the School Committee through the Superintendent. The School Committee shall not be obligated to receive or act thereon unless all the preceding resources have been taken and unless the Association has complied with all conditions of this paragraph.
- H. The School Committee will schedule a hearing on the grievance within eleven (11) calendar days, and will render a decision as soon as is reasonably possible.
- I. If the grievance is not resolved within eleven (11) calendar days following the presentation of the grievance to the School Committee or Superintendent, as applicable, the Association may submit the grievance to the Massachusetts Department of Labor Relations. The arbitrator's decision will be in writing and will set forth his/her findings, reasoning, and conclusions. The arbitrator will be without power to add to, subtract from, or modify in any way the provisions of this Agreement. The decision of the arbitrator, subject to law, shall be final and binding upon both parties. The cost of arbitration shall be borne equally by the School District and the Association, including per diem expenses and subsistence expenses.
- J. Pending final resolution of any grievance, the teacher shall comply with the instructions which gave rise to the grievance, unless such compliance is waived by the School District at a hearing requested by the aggrieved party or his/her Association representative. Such compliance with instructions while awaiting a decision in the grievance matter shall not be construed as acceptance of the instructions or the decisions rendered previously at lower levels of the grievance procedure, nor shall such compliance serve to modify or nullify the terms and remedies rendered in the final resolution of the grievance matter.
- K. The Association shall, where properly involved, have the right to use in its presentation at any level of the grievance procedure any representative or representatives of its own choosing.

- L. Any party in interest may be represented at all stages of the grievance procedure by a person of his/her own choosing, except that he may not be represented by a representative or an officer of any teacher organization other than the Grafton Teachers Association and its parent affiliates. When a teacher is not represented by the Grafton Teachers Association, the Grafton Teachers Association shall have the right to present and to state its views when the grievance reaches the level of the School Committee or Superintendent.
- M. When attendance at grievance proceedings is required of a teacher to provide information, to serve as a witness, to represent a party in interest, or to otherwise take part in grievance deliberations during the school day, he/she will be released without loss of pay as necessary to permit participation in the foregoing activity. Every effort will be made to schedule grievance sessions in the participant's unassigned time periods or in after school hours.
- N. The number of days indicated at each level should be considered as maximum. The time limits specified may, however, be extended by mutual agreement in writing. In the case of grievances initiated in a school year after June 1st, the time limits may be shortened or levels bypassed by mutual agreement in writing, and time limits will be measured in calendar days.
- O. All written communications, documents, and records relating to any grievance shall be maintained in a file separate from the personnel file of any employee involved in the proceedings. Any grievance which is related to a matter included in a teacher's personnel file may be included in the teacher's personnel file, unless the grievance is a contention that the placement of any document on record in a personnel file is in direct violation of this Agreement and unless, further such grievance is resolved in favor of the teacher under the grievance procedure or in any arbitration proceedings or court proceeding that may follow. Any documents, communications, and records dealing with the processing of a grievance will be kept in the strictest confidence and will not be made available or referred to potential employers or others inquiring about said employee.
- P. The grievance should be presented at the lowest appropriate level where it can be adjudicated and should include the remedy desired.

ARTICLE XI

TEACHER WORK YEAR

- A. The teacher's work year shall consist of 187 days in the 2013-2014 school year and 186 days in the 2014-2015 school year except that personnel new to the system for the year in question may be required to be in attendance for a maximum of two days prior to the opening of school and may be required to be in attendance for after workday meetings not to exceed a total of twenty hours during the school year during his/her first year of employment and ten hours during the school year during his/her second year of

employment. The after school meetings will be scheduled by the Superintendent or the Assistant Superintendent. Proper notice will be provided.

- B. Service beyond 187 days in the 2013-2014 school year and 186 days in the 2014-2015 school year shall be voluntary except in the case of new teachers.
- C. Guidance counselors will work one week before school begins and one week after school ends. Reimbursement for each week will be based upon the per diem rate of the counselor. Counselors will also be obliged to work up to three (3) additional evenings than is currently the practice. Compensation for said evenings will be on a pro-rata of the per diem rate of the counselor.

The Out of District Placement Specialist may work up to twenty (20) days after school ends when assigned by the Superintendent of Schools and for the days assigned by the Superintendent, and the Technology Coordinator may work up to twenty-five (25) days after school ends when assigned by the Superintendent of Schools and for the days assigned by the Superintendent. Payment for such work will be based upon the per diem rate of the employee.

ARTICLE XII TEACHER SCHOOL DAY

- A. Teachers shall be at their teaching or work stations not less than fifteen (15) minutes before and fifteen (15) minutes after the school day, unless otherwise assigned consistent with this Agreement. The regular teaching day shall not exceed six and one-half (6 ½) hours.

Pre-school teachers' contractual hours will commence at 8:15 AM and conclude at 3:15 PM. Conference time and lunch will normally be scheduled between 11:00 AM and 12:00 PM. Between 2:30 PM and 3:15 PM, pre-school teachers will engage in conferences, testing, consultation, team meetings or other duties assigned.

- B. Teachers scheduled for bus duty or office detention duty shall be present for that duty at times set by the building administrator. Such assignments shall be distributed by rotation as equitably as possible among all building teachers.
- C. The length of the working day for unassigned teachers serving more than one school in which the beginning and ending hours differ from each other shall be directed by the beginning and ending times of the school in which the personnel have their first and last class assignments respectively. The total length of the assigned work week shall not exceed the total length of the assigned work week of regularly assigned personnel, except by mutual agreement.
- D. Teachers required to travel to another school during their work day to perform an assignment shall be paid at the same rate paid to other Town employees, subject to prior

approval of the Superintendent; travel to the initial assignment is excluded, and travel following the final period assignment is excluded.

ARTICLE XIII
TEACHER SERVICE

A. Teachers shall remain beyond the end of the school day as specified below:

1. After-School Help

Teachers shall establish a public schedule with the Principal to remain beyond the teachers' school day throughout the school year for a sufficient duration of time to provide extra help for students.

2. Staff, Department, and Administrative Meetings

Unless excused by the person responsible for calling a meeting, teachers shall attend all meetings in which they may be involved and shall take part in these meetings as may be assigned to them. A forty-eight (48) hour notice shall be given when practicable by the person(s) calling the meeting. The number of general faculty meetings called by the Administration (Superintendent or Principal) in any one school year shall not exceed fifteen (15). The number of department meetings called by a department chairman, Assistant Superintendent, or Principal, or grade level meetings called by a grade leader or Principal, in any one school year shall not exceed fifteen (15). A meeting will not normally exceed one hour. Nothing in this Section shall preclude additional meetings called by mutual consent of Administration or department chairmen and appropriate faculty members. All meetings shall begin immediately following the end of the teacher school day, as specified in Article XII, unless another time is determined by majority vote of faculty and approved by the Principal.

Five (5) of the thirty (30) after school meetings shall be for common planning time meetings, scheduled by the Principal, with the grade level or department creating the common planning time agenda for such meeting, subject to the approval of the Principal.

3. Teachers shall remain beyond the teacher school day for parent conferences and open-house type activities. Parent-Teacher conferences shall be established between the parent and Teacher after the end of the teacher school day, unless both the Teacher and the parent can mutually agree upon a time convenient to both parties. Evening activities requiring the presence of personnel shall be conducted on no more than three (3) nights, including one (1) conference night, in any one (1) school year as designated by the Principal.

ARTICLE XIV
TEACHING AND SUPERVISION

- A. In grades 6-12 full-time teachers may be assigned a combination of teaching (including co-teaching) and supervision duties (supervisory tasks are those for which teachers are not required to do prior preparation). The assignment of preparation time, supervision time, and teaching time will be made as equitably as possible. High School and Middle School teachers will be assigned a minimum of forty-five (45) consecutive minutes per day for preparation time. Department Heads will be assigned an additional forty-five (45) consecutive minutes per day to attend to departmental business. The teacher work day shall consist of seven (7) hours a day, except for other duties assigned equitably by the Principal, and subject to any pre- and after-school duties.
- B. When a teaching specialist assumes the duties of the assigned classroom teacher in elementary schools, the assigned classroom teacher may leave the room during the lesson under normal circumstances. The Principal may direct that the teacher stay in the classroom in the event of special circumstances. Each elementary teacher shall be guaranteed the equivalent of three special teacher sessions as preparation time each regular school week.

Elementary teaching specialists shall be scheduled preparation time equivalent to regular elementary teachers and be guaranteed the equivalent of three special teacher sessions each regular school week.

In addition, any school library sessions will be covered by a teacher's aide and not the teacher. After transporting his/her students to the school library, the teacher may use the school library session as preparation time.

- C. A duty-free, conference-free lunch period will be assigned by the building Principal. In no case will a teacher be assigned to duty-free, conference-free lunch period of less than twenty (20) minutes.
- D. Under this Article, a duty free preparation period shall generally be for the purpose of teacher preparation and shall not include any direct student contact, meetings or conferences assigned by the Principal. During their preparation period, teachers shall remain in the building and shall be available in the event of emergencies.

ARTICLE XIVA
ELEMENTARY TEACHER-IN-CHARGE

Elementary teachers who are designated by the Principal or the Superintendent as teacher-in-charge of the North Grafton or the South Grafton Elementary schools during the Principal's absence will be paid a stipend of \$1,000.00 for up to twenty (20) full days or forty (40) half days of such service or combination thereof not exceeding forty (40) total units, or a \$1,500.00 stipend

for over twenty (20) full days or over forty (40) half days of such service or combination thereof exceeding forty (40) total units. Time for such service will be credited in half-day increments. A teacher will only be credited for service as a teacher-in-charge if he/she was designated as such by the Principal or the Superintendent and he/she actually performs the administrative duties of a teacher in charge, as assigned by the Principal, which may include, but are not limited to, arrival of students and staff, opening exercises, lunch duties, dismissal of students and staff, bus duties, disciplinary action as a designee, and an extended day to wait for buses to clear.³

Designation of a teacher-in-charge will be limited to short-term situations.

ARTICLE XV

LEAVE OF ABSENCE WITH PAY

A. Written Requests for Leave

All leave must be requested in writing before leave is taken, unless otherwise stated. Letters of request or notification shall be mailed, forwarded by inter-school mail, delivered in person, or hand-carried by others at reasonable times.

B. Personal Leave

All members of the bargaining unit shall be entitled to three (3) personal days with pay in accordance with the following:

1. Reasons for personal leave shall be:
 - a. religious reason
 - b. personal business
 - c. household/family reason
 - d. medical reason
2. Personal days are intended for events which cannot be taken care of during non-school time.
3. Request must be given to the Principal at least twenty-four (24) hours in advance, except in an emergency. In the event of an emergency, written requests shall be made no later than the second day following the teacher's return. All requests must be approved by the Superintendent or his/her designee. Notwithstanding the above, one (1) of the three (3) days may be taken without providing a reason.
4. The parties agree that personal days are not intended to be used to extend a vacation or holiday period. However, this does not preclude use of personal days in accordance with 1 a-d above.

³ The School Administration shall utilize an assignment form for Teacher in Charge assignments, signed by the Principal and given to the teacher.

5. The administration shall be entitled to determine approval/disapproval of each request based on contractual provisions. This shall include questions to ascertain information in the following manner:
 - a. Could the purpose, event, appointment et al of the personal day be scheduled during non-school time?
 - b. Is the teacher to receive non-school compensation during personal day time?
 - c. Is the personal day an extension of a holiday/vacation purpose?
6. Personal leave may only be used in whole or half-day increments.

C. Religious Holiday Leave

Leave for religious holidays for which provision is not made in the school calendar; e.g., Yom Kippur, Rosh Hashanah, Good Friday, shall be granted as needed each time, without salary loss, or without loss of personal leave time.

D. Bereavement Leave

In the event of each case of death in the immediate family of a teacher, he/she will be granted, at his/her request, reasonable and necessary time off as funeral leave on any of the days prior to the funeral, on the day of the funeral, or on days after the funeral, without loss of pay, to the extent set forth in the schedule below:

Death of a spouse, partner, child, or step-child, parent or step-parent: Five (5) days without loss of pay.

Death of a relative living in the same household: Three (3) days without loss of pay plus two (2) additional days in a non-pay status, or chargeable at the employee's option to any available personal leave.

Death of a sibling: Three (3) days without loss of pay plus two (2) additional days in a non-pay status, or chargeable at the employee's option to any available personal leave.

Death of a grandparent: Two (2) days without loss of pay plus one (1) day in a non-pay status, or chargeable at the employee's option to any available personal leave.

Death of a brother-in-law, sister-in-law, or parent-in-law: One (1) day without loss of pay plus one (1) day in a non-pay status, or chargeable at the employee's option to any available personal leave.

Death of an aunt, uncle, niece or nephew: One (1) day without loss of pay for the purpose of attending the funeral or memorial service.

E. Death of Member in Service

Teachers may be released from duties to attend funeral services of a deceased teacher. The teacher to be released and the time of release shall be determined by the Superintendent of Schools or his/her designee. Such absence shall be without loss of pay and without loss of personal leave.

F. Jury Duty Leave

In order that the teacher on jury duty not lose time or money by being impaneled as a juror, the School District will reimburse the teachers the difference in wages earned as a juror and what the normal earnings would have been had he/she been working for the School District.

The teacher upon receipt of notice will immediately inform his/her principal of his/her call to jury duty.

A teacher's check or check stub from the court must be presented to the Superintendent or his/her designee upon receipt for verification of wages earned.

G. Association Leave

1. The designated number of Association representatives will be released as necessary to attend MTA and/or NEA conferences and conventions.
2. The Association President will be released from teaching and non-teaching duties up to an additional two (2) days per year. Scheduling of the President's release days shall be arranged between the President and his/her immediate administrator.
3. The two (2) days shall not include those wherein the Superintendent may request the President to accompany him/her to meetings.
4. Payment for substitute teachers for the above (both 1 and 2) shall be reimbursed by the G.T.A.

H. Family and Medical Leave Act

The School District shall grant Federal Family and Medical Leave in accordance with law. (See Appendix C for District Policy)

I. Massachusetts Small Necessities Leave Act

The School District shall grant Small Necessities Leave in accordance with state law. (See Appendix D for District Policy).

ARTICLE XVI
MATERNITY LEAVE

A. Childbearing Leave

1. A teacher shall notify the Superintendent of Schools in writing at least two (2) weeks prior to her departure for maternity leave, except in cases of emergency.
2. Under section 1, a teacher who desires to return as soon as possible after termination of pregnancy will be allowed up to eight (8) weeks leave and will be guaranteed the same or equivalent position held at the time the leave commenced. A teacher may apply accumulated sick days to this leave.
3. Illness or disability connected to pregnancy shall be treated as any other illness or disability. The School District may require a doctor's report concerning illness or disability.
4. The parties agree that these procedures will be interpreted in order to assure compliance with Federal and State (Massachusetts) laws governing maternity leave.
5. An adoptive parent shall also be entitled to eight (8) weeks leave. A teacher may apply accumulated sick leave to this leave.

B. Childrearing Leave

1. A teacher who elects to use Childrearing Leave shall notify the Superintendent of Schools of their intention to request Childrearing Leave in writing as soon as practical but not less than thirty (30) days, except in cases of emergency, prior to his or her departure. Following the birth of a child and any Childbearing leave, a teacher shall be entitled to apply for and receive childrearing leave without pay in accordance with the provisions of this section.
2. Childrearing leaves are to terminate one year following the birth of the child or the subsequent September for births that occur during the fourth marking period or the summer months. If a teacher takes a full year leave, he/she shall return at the beginning of the marking period following the first birthday of the child. In the case of adoption, the effective date is one (1) year from the date that the childrearing leave commenced. Although the intent of this section is that leaves should be of one year duration, if the first birthday of the child should occur during the third or fourth marking period, the teacher shall return the following September.
3. However, for teachers who elect to take less than a one year leave, teachers may return at the beginning of the first, second or third marking periods during the school year. For the purposes of this Article, the beginning of a marking period shall be defined as the first day of school following the close of grades for the previous marking period.

4. A teacher returning to the system shall not be responsible for grades and/or reports dealing with the previous marking period.
5. An adoptive parent shall also be eligible for the benefits under this section.
6. While on leave, a teacher may continue his/her coverage in the Town's Group Health program provided the teacher pays the entire cost thereof. Personal days, and other fringe benefits will not apply while on such leave.
7. All teachers returning from a childrearing leave of absence shall be restored to their previous, or a similar, position with the same status, pay, length of service credit, and seniority wherever applicable as of the date of his/her leave.
8. A teacher returning to the system following approved childrearing leave, shall advance to the next step of the salary schedule in a subsequent school year, provided he/she has served in his/her teaching position for two marking periods during the school year in which the leave commenced.
9. At the time of a teacher's withdrawal for childrearing leave, he/she will be paid on the percentage of the school year that the teacher has completed. Teachers returning from such leave will be paid on a school year based on the number of professional teacher work days in that school year.
10. The teacher will notify the Superintendent in writing of his/her intention to return to his/her position at least five (5) months prior to the anticipated date of return. Under extraordinary circumstances the School District may approve a request for a change of leave time.

ARTICLE XVII

MILITARY LEAVE

- A. An employee will be entitled to military leave in accordance with Federal and State (Massachusetts) law. (Chapter 33, Section 59)

ARTICLE XVIII

LEAVE OF ABSENCE FOR STUDY OR RESEARCH

- A. All leaves of absence under this Article are subject to approval in advance by the Superintendent.
- B. The parties recognize and understand that the Superintendent of Schools has the authority under Section 41A of Chapter 71, as now in force, to "grant a leave of absence" to a teacher with professional status "for study or research . . . for a period not exceeding one (1) year at full or partial pay" on the following terms and conditions:

1. That the Superintendent of Schools determine that such leave “would increase. . .” the “. . . professional ability” of such teacher.
 2. That the teacher “enter into a written agreement with the Superintendent of Schools that upon termination of such leave he will return to service “. . . in the School System. . .” for a period equal to twice the length of such leave and that, in default of completing such service, he will refund to . . .” the District “. . . an amount equal to such proportion of salary received by him while on leave as the amount of service not actually rendered as agreed bears to the whole amount of service agreed to be rendered.”
- C. The parties further understand that an application for such leave, when initiated by a teacher, should be filed with the Superintendent on or before December 1st of the year prior to the year in which the leave is to commence so as to allow the District adequate time to include funds in the budget for such purpose. The District will notify a teacher of the action taken on any such leave request.
- D. A teacher shall not be precluded, however, from filing an application after the 1st of December. Where a leave is granted, the District will notify the teacher on or before the 1st day of April.
- E. Prior to April 1st, a teacher will notify the Superintendent of Schools, in writing, of his/her intention to return to work for the next school year.

ARTICLE XIX
IN-SERVICE LEAVE

Time may be granted by the Superintendent of Schools for:

1. attendance at workshops, meetings, conferences, and conventions;
2. visiting days for purposes of professional growth;
3. participation in school evaluations;
4. other school business identified in letter of request.

ARTICLE XX
SICK LEAVE

- A. A teacher, other than a first-year teacher, will be entitled to twenty (20) days’ sick leave with pay each school year as of the first day on which the teacher reports to work during that school year.

- B. First-Year teachers will be eligible for sick leave benefits to the extent of two (2) days per month until such time as they have been employed by the Grafton School District for ninety (90) days. Provisions for such benefits will not apply until the first-year teacher has reported for duty on an official school day. After ninety (90) days' probation, sick leave benefits will accrue to the first-year teacher on the same basis as other teachers in the system. Any sick days taken with pay during the probationary period are to be paid from the benefits for which the teacher qualifies after ninety (90) days. In no case shall the total paid sick days for a first-year teacher exceed twenty (20) days.
- C. In the case of first-year teachers employed after the beginning of the school who are appointed by the District and placed on the salary scale (not to include long-term substitutes or permanent subs), the ninety (90) day provisions above shall apply. However, after ninety (90) days the teacher shall be eligible for sick days at the rate of two (2) days per month.
- D. Unused sick leave days may accumulate from year to year with a maximum accumulation of 187 days for the 2013-2014 school year and 186 days for the 2014-2015 school year.
- E. The District may grant sick leave with pay beyond the above-stated limits in the case of any petition deemed meritorious.
- F. Such leave credit will not be granted in any case where a teacher fails to give notice to his/her principal before that start of the school day that he will be unavailable by reason of sickness. This requirement will not apply in any case where the teacher is prevented by illness or accident from giving such notice.
- G. Sick leave without pay may be granted at the discretion of the District for a period not in excess of the second September following the start of the teacher's sick leave status whether paid or unpaid. Employee benefits shall not accrue during any period of unpaid sick leave.
- H. Persons with congenital, hereditary, or acquired illnesses which cause them to be absent from teaching for intermittent periods each of which being half a work week or more each time and anticipated to be a protracted period as evidenced by past performance, shall at the discretion of the Superintendent request or otherwise be required to take sick leave to the extent available and thereafter leave of absence without pay until the District can be assured through medical testimony that further absences due to illness shall be of the customary type.
- I. Preventive medical reasons will be considered as a legitimate use of sick leave.
- J. The District will allow up to five (5) days absence per school year to care for a teacher's immediate family member, who is seriously ill or injured. An immediate family member is defined as a spouse, parent, child, step-child, partner, or person living in the household a period of two or more years.

A seriously ill or injured person is defined as “any person under the care of a doctor who has been confined to a home or hospital with a serious medical condition.” Teacher absence will be deducted from sick leave accumulation.

K. Sick leave may only be used in whole or half-day increments.

ARTICLE XXI
PAYROLL DEDUCTIONS

A. Teacher Association Dues

The District, having accepted Section 17C of Chapter 180 by vote duly adopted on May 6, 1974, it is agreed that deductions shall be made from the salary of any teacher so requesting for dues to the local Teachers Association, the Massachusetts Teachers Association, and the National Educational Association, all procedures to be in compliance with the terms and provisions of said Section 17C. Authorization must be in writing in the same form set forth below, and shall be provided by the Association to the District within thirty (30) days after the start of employment with the District, subject to the teacher’s statutory right of withdrawal.

DUES AUTHORIZATION NOTICE

Name _____

Address _____

I hereby request and authorize the School District to request and direct the Town Treasurer to deduct from my earnings and transmit to the Association the amounts set forth below for payment of the membership dues of such Associations in ten (10) equal installments from each paycheck beginning approximately forty-five (45) days after the start of the school year. I understand that the Treasurer will discontinue such deductions if I give the District sixty (60) days’ advance written notice to do so. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization, and relieve the Treasurer, the School District, and all of its officers, from any liability therefrom.

| Organization: | <u>Per Annum</u> |
|------------------------------------|------------------|
| Massachusetts Teachers Association | \$ _____ |
| National Education Association | \$ _____ |
| Grafton Teachers Association | \$ _____ |

(DATE)

(Teacher’s Signature)

It is understood that the Association will verify to the District in writing the current rate of membership dues of the three organizations listed above and that it will give the District thirty (30) days' written notice prior to the effective date of any change in the rate of membership dues.

Deductions referred to in Section A above will be made in ten (10) equal installments from each paycheck. The District will not, however, be required to honor for any paycheck's deduction any authorizations that are delivered to it later than one (1) week prior to the preparation of the payroll from which the deductions are to be made.

Any teacher desiring to have the District discontinue deductions he/she has previously authorized must give the District sixty (60) days' advance written notice.

B. Annuity Deductions

The School District will deduct from the salaries of teachers premium payments for the purchase of tax-sheltered annuities for its employees in any instance where the District had entered into a contract for such purpose in accordance with Massachusetts General Laws, Chapter 71, Section 37B.

C. Credit Union Deductions

It is agreed that deductions shall be made from the salary of any teacher so requesting for the purchasing of shares in the Massachusetts Teachers Association Credit Union. Any such request may be made by a teacher in writing and shall be filed with the Town Treasurer.

All procedures must be in compliance with the terms and provisions of Chapter 149, Section 178B of the Massachusetts General Laws. No Credit Union deductions may be made except for the purchase of shares.

ARTICLE XXII

COURSE REQUIREMENTS

- A. Courses taken for salary scale credit must be approved in writing by the Superintendent of Schools on the provided form titled "Course Approval." Courses shall be approved automatically which are part of a prescribed program. Elective courses or courses taken which are not part of a prescribed program must be related to subject(s) taught in the Grafton Public Schools, taken for the purpose of preparing the employee for supervisory or administrative positions, or are in the area of general professional improvement.
- B. To receive salary scale credits for courses taken, teacher must submit a certificate of a passing grade, such certificate to become a permanent part of the school records.
- C. Course requirements must be completed prior to the beginning of the contractual year in order to be placed on the proper salary step.

- D. Any course required for an advanced degree will be approved by the Superintendent, provided that formal notification is indicated on the “Course Approval” form by the college or university stating that the individual is enrolled in a prescribed program leading to an advanced degree or certificate.
- E. If a person receives an advanced degree during the contractual year, placement on advanced salary scales shall be effective at the beginning of the school year or on February 1st next following receipt of all necessary documents.
- F. The “Course Approval” form may be submitted to the Superintendent before the course begins, but it must be submitted not later than one (1) school day after the second class session of the course taken for credit.
- G. Each six (6) weeks of travel shall equal three (3) semester hour credits. No travel unit of less than four (4) consecutive weeks will be considered. No more than three (3) of every six (6) credits required will be granted for travel. Travel shall mean a trip undertaken for the express purpose of studying and observing certain localities and their people. It shall exclude travel incidental to the visit to a friend or relative, or to a resort. Except in unusual circumstances, travel must be to places or regions outside of New England. At the conclusion of the trip, the applicant must submit to the Superintendent of Schools a written report describing the trip and indicating the value to him as a teacher.
- H. Reserved for future use.
- I. If a part-time teacher is directed by the Grafton School Superintendent or his or her designee to attend training outside the teacher’s normal work hours, but within the regular school day, he or she shall be compensated at the per diem rate of pay, prorated for any partial day of training.
- J. A teacher who is sent, and who travels using his or her own automobile, to participate in professional development training outside the Town of Grafton will be reimbursed for mileage at the rate paid to Town Employees.
- K. Presenters at after-school workshops approved by the Superintendent or his/her designee will be paid at an hourly rate of twenty dollars (\$20.00) for presentation time only.

ARTICLE XXIIIA

TUITION REIMBURSEMENT

The School District will establish a tuition reimbursement fund not to exceed \$25,000.00 per fiscal year.

- A. The District shall reimburse teachers of full time and part time status (pro-rated), for the cost of tuition up to four hundred dollars (\$400) per course and up to two courses per teacher, per year, for graduate level courses. Said course must be taken at an accredited institution and approved in advance by the Superintendent. Notwithstanding the language

of Article XXII, for the purposes of tuition reimbursement only, the Superintendent has the authority to approve/deny tuition reimbursement based on a teacher's course selection.

- B. The School District will process tuition reimbursement requests for payments annually in June. Teachers shall submit proof of Superintendent approval, proof of payment together with university issued grade report of 3.0/B or higher, to the Superintendent by the close of business hours on the first Friday in June.
- C. Should the District total of tuition reimbursements exceed \$25,000.00 in a fiscal year, the District will equally proportion the reimbursements to those having approved requests, thus resulting in reimbursements of less than four hundred dollars (\$400) per course.

ARTICLE XXIII

SALARY SCHEDULE

- A. Teacher's salaries shall be in accordance with the schedules shown in Appendix A.
- B. Upon initial employment in Grafton, subsequent to the effective date of this Agreement, a new teacher shall be placed on that step of the salary schedule determined by the Superintendent with due attention given to the following factors; provided, however, effective September 1, 2013, the minimum starting step for new teachers on all lanes shall be step 2:
 - 1. degree status;
 - 2. years of teaching or other acceptable experience, provided, however, that intermittent substitute teaching shall not be credited as experience.

All mid-year hires will be advanced to the next step on the salary schedule at the commencement of the next school year only if they commenced teaching on or before the fifth school day of third quarter of the prior school year.

Mid-year hires commencing teaching after the fifth school day of the third quarter of the school year will remain at the initial placement salary step for the remainder of that year plus the next full school year.

The Superintendent, at his/her discretion, may advance a mid-year hire to the next step that does not meet the above criteria.

- C. Any recruitment incentive stipend shall be reviewed annually relative to the need for its continuance for the following school year. Notification shall be given to the Association in each case where a recruitment incentive stipend is paid.
- D. A sum shall be deducted for each day of unauthorized absence at the rate of a fraction of the teacher's basic annual salary which equals one divided by the number of days in the

teacher work year in that school year, without prejudice to the right of the District to take other disciplinary action.

- E. A teacher's annual salary shall be deemed to be fully earned at the end of the school year, provided that the teacher has completed his/her work for that year. Notwithstanding the above, the annual salaries of all teachers shall be paid in twenty-six (26) equal installments, the first period to start with the beginning of the school year.
- F. Upon proper notice to the Superintendent, a teacher may receive the remainder of the salary due him for a particular school year at the end of the school year.
- G. Teachers whose employment starts after the beginning of a school year, shall be paid a pro-rated portion of the annual salary for their position, payment to be made in installments once every two (2) weeks on the days that regular teachers receive their salary installments. Withholding of salary for payment during the summer months shall not apply to such persons, except upon such terms as the Superintendent may determine.
- H. Personnel requesting placement on advanced scales must support the request with all necessary documentation, including official transcripts of grades. All documentation shall be submitted to the District by September 15th unless extended in writing and in advance by the Superintendent or by February 1st as applicable.
- I. Credits toward advancement to another salary scale shall be accepted if they are related to subjects taught in the Grafton Public Schools or are in the area of general professional improvement.
- J. Reserved for Future Use.
- K. Teachers on the B or B +15 educational lane shall be frozen at the step they are on; provided, however, if a teacher on the B or B +15 educational lane holds a current professional license as of September 1, 2013 and thereafter, he/she shall be eligible for step increases. Teachers on the B or B +15 educational lane holding a current professional license as of 9/1/2013 will move to the next step on the Bachelor's or Bachelor's +15 lane from which they were frozen.
- L. Credit for bachelors degree plus thirty (30) credits; bachelors degree plus sixty (60) credits, master degree plus sixty (60) credits, and bachelors degree plus ninety (90) credits, shall be granted only to teachers in the actual employ of Grafton Public Schools in June, 1986.
- M. Part-time teachers are to be pro-rated according to schedules found at Appendix A.
- N. Tutoring. When specifically assigned by the Principal or Superintendent, teachers will be paid \$25.00 per hour for regular tutoring, summer tutoring/teaching, curriculum work, presentation of a professional development session and Saturday detention assignments.

ARTICLE XXIV

EXTRA-CURRICULAR SERVICES

- A. Teachers shall be appointed to the extra-curriculum assignments in Appendix B on an annual basis and before the expiration of the school year, if possible. The assignments shall be posted and filled in accordance with the procedure established in Article VIII.
- B. Recommendations of advisors and coaches shall be based on such factors as ability, desire, and non-conflict with regular day school obligations. In the recommendations for appointment of coaches and advisors the building principal shall furnish an assurance that the appointment of persons recommended to these para-curricular services shall in no way interfere with or impinge upon the regular day school duties and responsibilities as described in Articles XII and XIII. Head coaching positions shall be distributed equitably if there are equally qualified candidates. Such appointments shall be made, whenever possible, prior to the last day of the school year next prior to the school year for which the services are to be rendered.
- C. Reserved for Future Use.
- D. Teachers shall not be assigned to duties related to coaching or competitive sports and advising clubs. Teachers shall apply for such positions for which upon appointment they shall be compensated according to the appropriate stipend schedule.
- E. The stipend schedule is set forth in Appendix B.
- F. Reserved for Future Use.
- G. Reserved for Future Use.

ARTICLE XXV

REDUCTION IN FORCE AND SENIORITY

In the event it becomes necessary to reduce the number of teachers with professional status included in the bargaining unit as defined in Article I, the following procedures shall apply:

1. The Superintendent shall make every effort to accomplish said reduction by attrition.
2. A teacher with professional status shall not be laid off if there is a teacher without professional status whose position the teacher with professional status is qualified and certified to fill.
3. In the event the reduction cannot be accomplished by attrition, then the least senior teacher within specific areas of certification shall be laid off first, except that the Superintendent may lay off a more senior teacher within specific areas of certification whenever the less senior is on a higher academic salary track

pursuant to Article XXIII, Appendix A or the less senior teacher is demonstrably superior in teacher evaluation. Where teachers are substantially equal, seniority shall govern. A teacher who has displaced a less senior teacher because of certification in a subject area or teaching level without recent teaching experience in such subject area may be required to obtain, at his/her expense, up to three graduate credits or participate in in-service training as directed by the Superintendent if his/her teaching performance in such new position is rated less than satisfactory by the administration during the first year in such new position.

4. Seniority shall mean a teacher's total continuous length of service in years, months and days from the initial date of service for the Grafton Public Schools. In cases where more than one teacher's length of service commences on the same school day the order of placement on the seniority list shall be established as follows:
 - a. those with long-term substitute service immediately preceding their appointments will be placed on the list, with the teacher who has the greatest amount of long term substitute service being placed first. If service time is equal, a random drawing will be held to determine placement as outlined in b. below.
 - b. a random drawing of remaining teachers will establish specific placement on the seniority list. The first name chosen in any such drawing shall be credited with more seniority than any name or subsequent names drawn in that procedure. The second name drawn shall have the next most seniority rights, and so on, until all names have been drawn.

As each new teacher is employed he/she will have his/her name placed at the bottom of a master seniority list.

5. Certification shall mean that a teacher has a certificate to teach at a specific level or in a specific subject area from the Massachusetts Department of Elementary and Secondary Education, said certification must be on file with the Superintendent on or before February 15 of each school year.
6. The Superintendent will forward to the Association a seniority listing of certified teachers within thirty (30) days of the first day of each school year. If the Association does not agree with the seniority listing, they must notify the Superintendent in writing on or before October 30 of the specific points of disagreement. If no notification is forwarded to the Superintendent, the listing shall be deemed correct. Resolution of disagreements shall be in accordance with the provisions of Article X. The Association and the District agree that they will adopt as the initial Seniority List the Seniority List that is mutually agreed to as a result of Arbitration Decision (ARB 187-1981).
7. Teachers to be laid off will be notified in writing by June 1, barring unforeseen circumstances, preceding the school year in which the reduction is to be effected. Said notification shall state the reason for the layoff.

8. Teachers shall be entitled to recall rights in the inverse order of their layoff for a period extending to and including the September 15 of the year next following the year in which the layoff occurred, if they indicate in writing to the Superintendent prior to the effective date of their layoff that they desire to be considered for recall.
9. Laid off teachers shall be placed on the substitute teacher list during their recall period if they so request in writing to the Superintendent prior to the effective date of their layoff.
10. During their recall period, teachers shall be notified by the Superintendent of any open position in the school system for which they may be qualified. Failure of a teacher to apply for any such position within ten (10) calendar days of such written notification of the position, at the last address furnished to the Superintendent, or failure to accept offer of employment for any such position shall terminate this requirement. For the purpose of this paragraph, the word “qualified” shall refer to recall to a discipline in which the teacher was laid off or to a discipline in which the teacher had successfully taught in the Grafton Public Schools for one or more years. Nevertheless, the Superintendent may recall a person to any position for which the teacher is certified.
11. Teachers recalled under this Article shall be credited with such salary, seniority and fringe benefits as they were entitled to at the effective date of their layoff.
12. Nothing in the Article shall diminish the rights of the District or teachers under the provisions of the Massachusetts General Laws.

ARTICLE XXVI

DISCRIMINATION

The School District and Association agree that no teacher will be discharged and no action will be taken against a teacher for engaging in any union activity or for not participating in any union activity or on account of a teacher’s race, color, religion, national origin, sex, age (as defined by law), sexual orientation (as defined by law), handicap, military status, gender identity, or genetic information.

ARTICLE XXVII

SICK LEAVE BANK

- A. A sick leave bank shall be established for use by the eligible members of the bargaining unit who have exhausted their own sick leave and who are unable to return to work due to personal illness.

- B. Eligible employees who wish to participate in the program shall contribute two (2) days of their accumulated sick leave upon joining the Bank. The Program will be open to new members during the month of September each year.
- C. A Sick Leave Bank Committee will be established yearly. It shall consist of seven (7) members. Three members shall be designated by the School District, and four members shall be designated by the Grafton Teachers Association.
- D. The following procedures and criteria will be used to determine eligibility for benefits and the number of days to be granted:
1. The teacher has exhausted his/her sick leave.
 2. Effective September 1, 1998, the teacher has completed three (3) or more years of service in the Grafton Public Schools. Teachers enrolled as of June 1, 1998 in the Sick Leave Bank will continue to be eligible regardless of his/her number of years of service.
 3. The teacher, or in the event of incapacity, his/her representative, must apply in writing. Said application will be accompanied by a doctor's certificate as to the need for and anticipated extent of extended recovery from the illness.
 4. In the event that a majority of the Sick Leave Bank Committee has reason to question the medical documentation submitted, additional information may be requested. Information obtained will be presented to the Sick Leave Bank Committee for review. A teacher's refusal to provide the requested information shall constitute withdrawal of the request for days from the Sick Leave Bank.
 5. The Sick Leave Bank Committee may not award more than thirty (30) sick days at any one time. Application may be made for additional benefits.
 6. The sex or marital status of the teacher will have no basis in the decision to allow or deny sick leave bank benefits.
 7. In the event of death, no sick leave granted by this Committee shall be paid to the teacher's estate, nor shall sick leave be paid to an employee who has been terminated, or resigned from his/her position.
 8. Sick leave days drawn from the bank shall be actual work days in which school was in session excluding weekends, holidays, school closings and vacation periods.
 9. The Sick Leave Bank Committee may grant days retroactive to the date of application.
- Any unused days remaining in the Sick Leave Bank at the end of the school year remain in the bank for the next school year.
- E. The Sick Leave Bank will require additional contributions by the members of the program when the bank reaches fifty (50) days. Continued membership in the Sick Leave Bank will be conditioned on such further contribution.

- F. No decision of the Sick Leave Bank Committee shall be subject to the grievance and arbitration provisions of this Agreement.
- G. There will be a cap on sick leave bank use equal to two and one half percent (2 ½%) of the amount of the annual budget for teacher salaries in any fiscal year. No sick leave bank days may be withdrawn or paid in excess of that amount.

ARTICLE XXVIII

SEVERABILITY

If any Article or section of this Agreement or any Addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby.

In the event that any Article or section or any Addendum thereto is held invalid or enforcement or compliance with such article or section has been restrained, as set forth above, the parties thereby shall enter into collective bargaining negotiations, upon the request of either party, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of the invalidity or restraint.

ARTICLE XXIX

RETIREMENT

Upon retirement, the employee shall receive a lump sum retirement benefit in the amount of twenty percent (20%) of his/her last year's salary as reflected in schedule A, not to exceed the total lump sum of \$17,500.00. To be eligible for such benefit a teacher must have fifteen (15) or more years service in the Grafton Public schools, be at least fifty-five (55) years of age, and have a combined total of age and years equal to or greater than seventy-five (Rule of 75). Irrevocable notification of retirement must be received by the School District on or before November 1st of the fiscal year prior to retirement. Lump sum payment is payable on or about July 1, or the following January 1 at the option of the retiree. For extraordinary circumstances, the School District may consider waiving this notification requirement or may allow notice to be withdrawn.

ARTICLE XXIXA

RESIGNATION

Any member of the bargaining unit resigning his or her employment with the School District shall give at least thirty (30) days advance notice of his/her date of resignation to his or her Appointing Authority.

ARTICLE XXX

AGENCY FEE

- A. Any member of this bargaining unit employed by the School District shall be subject to the imposition of an agency service fee unless said member becomes a member of the Grafton Teachers Association/Massachusetts Teachers Association/National Education Association. The fee shall be equal to the cost of collective bargaining and contract administration except that in no case shall the fee exceed the dues amount for the current fiscal year.
- B. Collection of agency service fees, including collection of delinquent fees, shall be solely the responsibility of the Association, and the School District shall not be required to take any action in regard to the employment of any delinquent employees. Employees who fail to pay the fee shall not be subject to dismissal, termination or any other disciplinary action but will be subject to civil liability or payment.
- C. The Association agrees to set the amount for the fee and to administer the collection and rebate procedures in accordance with all applicable state and federal laws and regulations.
- D. The Association shall save harmless and indemnify the School District from any damages and legal fees arising out of compliance with this provision, provided that the School District will agree to any attorney selected by the Association to represent the School District against any and all claims made and against any law suit initiated against the School District on account of this provision. Failure of the School District or its agents to cooperate with the Association or its attorney shall relieve the Association of any obligation under this section.

ARTICLE XXXI

NO STRIKE CLAUSE

Neither the Association nor any teacher will engage in, induce or encourage any strike, work stoppage, slow down or withholding of services, including so-called “work-to-rule” as so defined in Lenox School Committee, 7 MLC 1761, 1776 (1981) aff’d sub nom. Lenox Education Association V. Labor Relations Commission, 393 Mass. 276 (1984).

ARTICLE XXXII
VOTE CONTRIBUTION

The Grafton School District will accept the provisions of Section 17I of Chapter 180 of the Massachusetts General Laws. In accordance with that statute, an employee will be allowed to authorize the School District to deduct from his/her salary a contribution to Voice of Teachers for Education, in an amount which each employee will specify in writing. Such an authorization may only be made once in each fiscal year, at a time scheduled by the School District Administration, provided, however, that the authorization may be made more frequently upon approval of the School District Business Administrator, after consultation with the Association President. Amounts so deducted will be transmitted to the Massachusetts Teachers Association within thirty (30) days after such deduction.

ARTICLE XXXIII
STABILITY OF AGREEMENT

No agreement, understanding, alteration, amendment or variation of the terms of this Agreement will bind the parties to this Agreement unless made and executed in writing by the parties.

IN WITNESS WHEREOF, the parties of this Agreement have caused these presents to be executed by their agents hereunto duly authorized, and their signature to be affixed hereto.

FOR: GRAFTON SCHOOL DISTRICT

FOR: GRAFTON TEACHERS
ASSOCIATION

Peter Carlson, Chair,
School Committee

Elizabeth Boyle,
Co-President

Date _____

Date _____

Approved as to Legal Form:

Lynn Loiseau,
Co-President

D. M. Moschos, Esq., School Counsel

Date

Date _____

APPENDIX A*

| 2013-2014 Salary Schedule | | | | | | |
|--|-----------|--------|---------|--------|--------------|--------|
| 0% increase | | | | | | |
| Step 12 of Masters, Masters+15, M+30/CAGS, and PhD educational lanes increased by \$1,600 effective 9/1/13 | | | | | | |
| Steps 15, 20 and 25 increased by \$1,000 effective 9/1/13 | | | | | | |
| Step | Bachelors | B+15 | Masters | M+15 | M+30 CAGS | PhD |
| 1 | 40,177 | 41,391 | 42,605 | 43,819 | 45,033 | 46,248 |
| 2 | 42,605 | 43,819 | 45,033 | 46,248 | 47,462 | 48,676 |
| 3 | 45,033 | 46,248 | 47,462 | 48,676 | 49,890 | 51,104 |
| 4 | 47,462 | 48,676 | 49,890 | 51,104 | 52,318 | 53,532 |
| 5 | 49,890 | 51,104 | 52,318 | 53,532 | 54,747 | 55,961 |
| 6 | 52,318 | 53,532 | 54,747 | 55,961 | 57,175 | 58,389 |
| 7 | 54,747 | 55,961 | 57,175 | 58,389 | 59,603 | 60,817 |
| 8 | 57,175 | 58,389 | 59,603 | 60,817 | 62,031 | 63,245 |
| 9 | 59,603 | 60,817 | 62,031 | 63,245 | 64,460 | 65,674 |
| 10 | 62,031 | 63,245 | 64,460 | 65,674 | 66,888 | 68,102 |
| 11 | 63,892 | 65,143 | 66,393 | 67,644 | 68,895 | 70,145 |
| 12 | 65,809 | 67,097 | 69,985 | 71,273 | 72,561 | 73,849 |
| 15 | 69,385 | 70,674 | 71,962 | 73,250 | 74,538 | 75,826 |
| 20 | | 72,664 | 73,952 | 75,240 | 76,528 | 77,816 |
| 25 | | 74,069 | 75,357 | 76,645 | 77,933 | 79,221 |

| |
|--|
| Effective 9/1/2013, a one-time bonus of \$500 shall be paid to eligible teachers on steps 1-11 on all educational lanes |
| Effective 9/1/2013, a one-time bonus of \$1,000 shall be paid to those teachers on the B and B+15 educational lanes at Step 12 |

| 2014-2015 Salary Schedule | | | | | | |
|----------------------------------|-----------|--------|---------|--------|--------------|--------|
| 1.5% increase | | | | | | |
| Step | Bachelors | B+15 | Masters | M+15 | M+30 CAGS | PhD |
| 1 | 40,780 | 42,012 | 43,244 | 44,477 | 45,709 | 46,941 |
| 2 | 43,244 | 44,477 | 45,709 | 46,941 | 48,174 | 49,406 |
| 3 | 45,709 | 46,941 | 48,174 | 49,406 | 50,638 | 51,871 |
| 4 | 48,174 | 49,406 | 50,638 | 51,871 | 53,103 | 54,335 |
| 5 | 50,638 | 51,871 | 53,103 | 54,335 | 55,568 | 56,800 |
| 6 | 53,103 | 54,335 | 55,568 | 56,800 | 58,032 | 59,265 |
| 7 | 55,568 | 56,800 | 58,032 | 59,265 | 60,497 | 61,729 |
| 8 | 58,032 | 59,265 | 60,497 | 61,729 | 62,962 | 64,194 |
| 9 | 60,497 | 61,729 | 62,962 | 64,194 | 65,426 | 66,659 |
| 10 | 62,962 | 64,194 | 65,426 | 66,659 | 67,891 | 69,124 |
| 11 | 64,851 | 66,120 | 67,389 | 68,659 | 69,928 | 71,197 |
| 12 | 66,796 | 68,104 | 71,035 | 72,342 | 73,650 | 74,957 |
| 15 | 70,426 | 71,734 | 73,041 | 74,348 | 75,656 | 76,963 |
| 20 | | 73,754 | 75,061 | 76,368 | 77,676 | 78,983 |
| 25 | | 75,180 | 76,488 | 77,795 | 79,102 | 80,410 |

| 2015-2016 Salary Schedule | | | | | | |
|----------------------------------|------------------|-------------|----------------|-------------|-------------|------------|
| 2% increase | | | | | | |
| Step | Bachelors | B+15 | Masters | M+15 | M+30 | PhD |
| | | | | | CAGS | |
| 1 | 41,595 | 42,852 | 44,109 | 45,366 | 46,623 | 47,880 |
| 2 | 44,109 | 45,366 | 46,623 | 47,880 | 49,137 | 50,394 |
| 3 | 46,623 | 47,880 | 49,137 | 50,394 | 51,651 | 52,908 |
| 4 | 49,137 | 50,394 | 51,651 | 52,908 | 54,165 | 55,422 |
| 5 | 51,651 | 52,908 | 54,165 | 55,422 | 56,679 | 57,936 |
| 6 | 54,165 | 55,422 | 56,679 | 57,936 | 59,193 | 60,450 |
| 7 | 56,679 | 57,936 | 59,193 | 60,450 | 61,707 | 62,964 |
| 8 | 59,193 | 60,450 | 61,707 | 62,964 | 64,221 | 65,478 |
| 9 | 61,707 | 62,964 | 64,221 | 65,478 | 66,735 | 67,992 |
| 10 | 64,221 | 65,478 | 66,735 | 67,992 | 69,249 | 70,506 |
| 11 | 66,148 | 67,442 | 68,737 | 70,032 | 71,326 | 72,621 |
| 12 | 68,132 | 69,466 | 72,456 | 73,789 | 75,123 | 76,456 |
| 15 | 71,835 | 73,168 | 74,502 | 75,835 | 77,169 | 78,502 |
| 20 | | 75,229 | 76,562 | 77,896 | 79,229 | 80,563 |
| 25 | | 76,684 | 78,018 | 79,351 | 80,684 | 82,018 |

| |
|--|
| * Arithmetic subject to verification by the School District and the Association |
| Teachers will be placed on Step fifteen (15) when the number of years they are employed as a teacher in the Grafton Public Schools plus the step they are initially placed on totals fifteen (15). |
| Teachers will be placed on Step 20 when the number of years they are employed as a teacher in the Grafton Public School <u>plus</u> the step they are initially placed on totals 20. |
| Teachers will be placed on Step 25 when the number of years they are employed as a teacher in the Grafton Public School <u>plus</u> the step they are initially placed on totals 25. |

APPENDIX B

| POSITION | STIPEND |
|--|------------------|
| | 2013-2016 |
| HIGH SCHOOL | |
| Dept. Head - World Languages | 1725.50 |
| Dept. Head - Business/Comp Science | 1725.50 |
| Dept. Head - Fine Arts K-12 | 1725.50 |
| Dept. Head – Athletics and Wellness | 1725.50 |
| Dept Head - Science & Technology | 1725.50 |
| Dept. Head - Social Studies | 1725.50 |
| Dept. Head - Mathematics | 1725.50 |
| Dept. Head- English | 1725.50 |
| Dept. Head- Special Education | 1725.50 |
| Dept. Head - Guidance | 1725.50 |
| Athletic Director | 6878.61 |
| Varsity Football | 4991.59 |
| Asst. Football | 3000.97 |
| Varsity Basketball (B) | 4318.76 |
| Varsity Basketball (G) | 4318.76 |
| JV Basketball (G) | 2785.98 |
| JV Basketball (B) | 2785.98 |
| Intramural Advisor (B + G) Fitness (winter and spring) | 952.42 |
| Intramural Advisor (B + G) Gym (fall and spring) | 952.42 |
| Cross Country (fall) | 2714.84 |
| Indoor Track Coach (B) (Winter) | 2856.15 |
| Indoor Track Coach (G) (Winter) | 2856.15 |
| Track (B) (Spring) | 3497.79 |
| Track (G) (Spring) | 3497.79 |
| Assistant Track Coach (B) & (G) (Spring) | 2446.22 |
| Golf | 2539.79 |
| Varsity Lacrosse (B) | 3615.87 |
| Varsity Lacrosse (G) | 3615.87 |
| J.V. Lacrosse (B) | 2426.00 |
| J.V. Lacrosse (G) | 2426.00 |
| Varsity Field Hockey | 3531.21 |
| J.V. Field Hockey | 2445.11 |
| Cheerleading - Varsity (Fall & Winter) | 4323.17 |
| Varsity Ice Hockey | 4277.55 |
| Ice Hockey Assistant | 2227.89 |
| JV Ice Hockey | 2227.89 |
| Varsity Baseball | 3615.87 |

| | |
|--|---------|
| Asst. Varsity Baseball Coach | 2506.00 |
| JV Baseball | 2508.60 |
| Varsity Softball (G) | 3615.87 |
| Asst. Varsity Softball Coach | 2508.00 |
| JV Softball (G) | 2294.73 |
| Varsity Tennis (B) | 2691.29 |
| Varsity Tennis (G) | 2691.29 |
| Varsity Soccer (B) | 3488.88 |
| Varsity Soccer (G) | 3488.88 |
| JV Soccer (B) | 2426.17 |
| JV Soccer (G) | 2426.17 |
| Yearbook Advisor | 2077.50 |
| Senior Class Advisor | 1649.76 |
| Junior Class Advisor | 1532.88 |
| Sophomore Class Advisor | 1275.20 |
| Freshman Class Advisor | 854.42 |
| Student Council Advisor | 1997.30 |
| National Honor Society | 1155.16 |
| Newspaper | 2077.10 |
| Pep Band | 2484.10 |
| Concert Band Director | 1295.52 |
| Musical Director | 1434.76 |
| Stage Director (Drama)Fall | 1733.30 |
| Stage Director (Musical)Spring | 1621.90 |
| Chorus | 700.67 |
| Ski Club | 952.42 |
| Destination Imagination Club Coord. | 1335.62 |
| STARS (1.0) | 952.42 |
| Family & Community Leader | 952.42 |
| Cultural Enrichment | 952.42 |
| Peer Leader | 963.56 |
| Tolerance Advisor | 952.00 |
| Math Team Advisor | 952.00 |
| Students Against Destructive Decisions | 952.00 |
| | |
| | |
| MIDDLE SCHOOL | |
| Team Leader - Exploratories/Hlth. | 1472.58 |
| Curr. Leader-Lang. Arts | 1472.58 |
| Team Leader - Science | 1472.58 |
| Team Leader - Mathematics | 1472.58 |
| Team Leader - Soc. Studies | 1472.58 |
| Team Leader - World Language | 1472.58 |
| Team Leader-Special Education | 1472.58 |
| Music - Instrumental | 998.09 |
| Chorus | 952.42 |

| | |
|--|---------|
| Concert Band | 952.42 |
| Select Chorus | 952.42 |
| Homework Club | 952.42 |
| Math Club Advisor | 898.00 |
| Theater Arts | 1295.52 |
| Soccer Club | 952.42 |
| History Club | 952.00 |
| Track Club | 952.00 |
| Scrabble Club | 952.42 |
| 100 Mile Club | 1392.43 |
| Student Council Advisor | 1354.56 |
| Audio-visual Club | 952.42 |
| Arts Club | 952.42 |
| Art Night Coordinator | 318.27 |
| Sign Language Club | 952.42 |
| Book Club | 952.42 |
| Robotics Club | 952.42 |
| Intramural Basketball | 952.42 |
| Basketball (Boys) | 2097.56 |
| Basketball (Girls) | 2097.56 |
| Chess Club | 513.53 |
| Speed/Agility Advisor | 952.00 |
| Director of Continuing Education/Adult Education | 2857.27 |
| Peer Leader | 952.42 |
| Memory Book Club | 952.42 |
| Middle School Soccer Coach (B) | 2426.17 |
| Middle School Soccer Coach (G) | 2426.17 |
| Middle School Baseball Coach (B) | 2097.56 |
| Middle School Softball Coach (G) | 2097.56 |
| | |
| HIGH SCHOOL/MIDDLE SCHOOL | |
| | |
| Chess Club 7-12 | 513.53 |
| History Club 7-12 | 952.42 |
| Robotics Club 7-12 | 952.42 |
| | |
| MILLBURY STREET ELEMENTARY SCHOOL | |
| | |
| Math Coach | 568.11 |
| Chorus | 672.82 |
| Concert Band Director | 952.21 |
| Chess Club | 952.42 |
| Student Council Advisor | 952.42 |
| Grade Level Leader – 2 | 1472.58 |
| Grade Level Leader - 3 | 1472.58 |

| | |
|--|---------|
| Grade Level Leader - 4 | 1472.58 |
| Grade Level Leader - 5 | 1472.58 |
| Grade Level Leader – 6 | 1472.58 |
| Grades 5 & 6 Intramurals (fall) | 952.42 |
| Grades 5 & 6 Intramurals (winter) | 952.42 |
| Grades 5 & 6 Intramurals (spring) | 952.42 |
| Young Scientist Club | 952.42 |
| | |
| NORTH STREET ELEMENTARY SCHOOL | |
| | |
| Math Coach | 568.11 |
| Chorus | 672.82 |
| Concert Band Director | 952.21 |
| Chess Club | 952.42 |
| Student Council Advisor | 952.42 |
| Young Scientist Club | 952.42 |
| Grade Level Leader – 2 | 1472.58 |
| Grade Level Leader – 3 | 1472.58 |
| Grade Level Leader – 4 | 1472.58 |
| Grade Level Leader - 5 | 1472.58 |
| Grade Level Leader - 6 | 1472.58 |
| Grades 5 & 6 Intramurals (fall) | 952.42 |
| Grades 5 & 6 Intramurals (winter) | 952.42 |
| Grades 5 & 6 Intramurals (spring) | 952.42 |
| | |
| NORTH GRAFTON ELEMENTARY SCHOOL | |
| | |
| Grade Level Leader - Pre K | 1472.58 |
| Grade Level Leader - K | 1472.58 |
| Grade Level Leader - 1 | 1472.58 |
| | |
| SOUTH GRAFTON ELEMENTARY SCHOOL | |
| | |
| Grade Level Leader - K | 1472.58 |
| Grade Level Leader - 1 | 1472.58 |

APPENDIX C

GRAFTON SCHOOL DISTRICT FAMILY AND MEDICAL LEAVE POLICY

I. POLICY

A. Introduction

The Federal Family and Medical Leave Act of 1993 (“FMLA”) entitles eligible employees to take unpaid, job-protected leave for specified family and medical reasons, as explained below.

B. Employee Eligibility

To be eligible for FMLA benefits with the Grafton School District (the “District”), an employee must:

1. Work for the District;
2. Have worked for the District for a total of at least twelve months in the prior 7 years; and
3. Have worked at least 1,250 hours over the previous twelve months, prior to the leave request.

C. Leave Entitlement

Section 1. The District will grant an eligible employee up to a total of twelve work weeks of unpaid leave during a rolling 12-month period* for one or more of the following reasons:

1. For the birth of a son or daughter and to care for the new born son or daughter;
2. For the placement with the employee of a son or daughter for adoption or foster care;
3. To care for an immediate family member (spouse, son or daughter, or parent) with a serious health condition;
4. When the employee is unable to work because of his/her own serious health condition that prevents him/her from performing the functions of his/her job; or
5. For a “qualifying exigency” (as defined in 29 CFR § 825.126) when the employee’s spouse, son, daughter, or parent who is a member of any

branch of the military, including the National Guard or Reserves, has been deployed or called to active duty in a foreign country.

Spouses employed by the District are jointly entitled to a combined total of twelve work weeks of family leave except when the leave is needed to care for a son, daughter or a spouse with a serious health condition; under such circumstances, such employees may each be eligible for up to 12 weeks of family leave.

Leave for birth or placement for adoption or foster care must conclude within twelve months of the birth or placement.

Section 2. The District will also grant an eligible employee up to a total of twenty-six weeks of unpaid FMLA leave for the following reason reasons:

1. To care for a spouse, son, daughter, parent, or next of kin (i.e., nearest blood relative), who is a current member of the Armed Forces (including a member of the National Guard or Reserves) and who is undergoing medical treatment, recuperation or therapy, is an outpatient, or is on the temporary disability retired list, for a serious injury or illness incurred in the line of duty while on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty in the Armed Forces.
2. To care for a spouse, son, daughter, parent, or next of kin (i.e., nearest blood relative), who is a veteran undergoing medical treatment, recuperation or therapy for a serious injury or illness incurred in the line of duty while on active duty in the Armed Forces (or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty) and that manifested itself before or after the member became a veteran. The veteran must have been a member of the Armed Forces (which includes the National Guard or Reserves) at any time during the period of five years preceding the date on which the veteran undergoes the medical treatment, recuperation, or therapy.

Such 26-week leave period shall only be available for a single 12-month period.** To the extent spouses work for the District, the aggregate number of workweeks available to both spouses shall be limited to 26 weeks during the single 12-month period. In addition, any leave taken during that single 12-month period for one of the other qualifying reasons (as noted in this Policy) shall count against the 26 weeks available. (Only 12 of the 26 weeks total may be used for an FMLA-qualifying reason other than to care for a covered servicemember.)

Section 3.

1. Under some circumstances, employees may take FMLA leave intermittently.
2. Also, the District may require employees to use accrued paid leave***, such as sick or vacation leave, to cover some or all of the FMLA leave. When paid leave

is used, the employee must follow the District's paid leave policies and procedures with respect to use of such leave.

3. When intermittent leave is needed to care for an immediate family member, the employee's own illness, or a covered servicemember, and is for planned medical treatment, the employee must make a reasonable effort to schedule treatment so as not to unduly disrupt the District's operation.

4. The District may temporarily transfer an employee taking intermittent or reduced-schedule leave to an alternative job, with equivalent pay and benefits, that accommodates recurring periods of leave better than the employee's regular job when such leave is foreseeable based on planned medical treatment.

5. Any leave taken by an eligible employee for any of the reasons covered by this policy will be considered FMLA leave and will be designated as such even if the employee does not specifically identify the time off as FMLA leave.

D. Maintenance of Health Benefits

The District will maintain group health insurance coverage for an employee on FMLA leave whenever such insurance was provided before the leave was taken and on the same terms as if the employee had continued to work. The employee will make arrangements with the District to pay his or her share of health insurance premiums while on leave. The District may recover premiums it paid to maintain health coverage for an employee who fails to return to work from FMLA leave.

E. Job Restoration

Upon return from FMLA leave, an employee will be restored to his or her original job, or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions.

In addition, an employee's use of FMLA leave will not result in the loss of an employment benefit that the employee earned or was entitled to before using FMLA leave.

F. Notice Certification and Status Reports

Employees seeking to use FMLA leave are required, as appropriate, to provide to their appointing authority:

1. NOTICE: Thirty (30) days advanced notice of the need to take FMLA leave when the need is foreseeable, otherwise as soon as is practicable;
2. MEDICAL CERTIFICATION:

- (a) Medical certification supporting the need for leave due to a serious health condition affecting the employee, an immediate family member, or a covered servicemember with a serious injury or illness;
 - (b) Second or third medical opinions and periodic recertifications (at the District's expense) if requested by the District; and
 - (c) Medical certification and/or fitness for duty certification supporting the employee's ability to return to work as requested by the District, which the District may request include a statement from a health care provider that the employee can perform all of the essential functions of the job.
- 3. QUALIFYING EXIGENCY: Certification supporting the need for leave due to a qualifying exigency.
 - 4. STATUS REPORTS: Periodic reports during FMLA leave regarding the employee's status and intent to return to work as requested by an appointing authority.

The District will provide the employee with the appropriate notice, designation and certification forms in accordance with the FMLA regulations.

G. Other Provisions

This Policy shall at all times be interpreted in a manner consistent with the Department of Labor's Regulations pertaining to the Family and Medical Leave Act of 1993. The FMLA does not affect any other federal or state law which prohibits discrimination, nor supersede any state or local law which provides greater family or medical leave protection. Nor does it affect the District's obligation to provide greater leave rights under a CBA or employment benefit plan, where applicable.

H. Departmental Procedures

The District's appointing authorities may establish their own procedures to implement this policy, subject to the approval of the Superintendent of Schools.

APPENDIX D

TOWN OF GRAFTON SCHOOL DISTRICT SMALL NECESSITIES LEAVE ACT POLICY AND PROCEDURES

I. POLICY

A. Eligibility

Employees that have been employed by the Town of Grafton School District (“the School District”) for at least twelve (12) months and have provided 1250 hours of service to the School District during the previous twelve (12) month period of time and qualify for Family Medical Leave status are eligible for leave under the Massachusetts Small Necessities Leave Act (“SNLA”).

B. Purpose and Amount of Leave

An eligible employee is entitled to 24 hours of SNLA leave for any of the following purposes:

(1) to participate in school activities directly related to the educational advancement of the eligible employee’s son or daughter , such as parent-teacher conferences or interviewing for a new school ;

(2) to accompany the eligible employee’s son or daughter to routine medical or dental appointments, such as check-ups or vaccinations; or

(3) to accompany the eligible employee’s elderly relative to routine medical or dental appointments or appointments for other professional services related to the elder’s care, such as interviewing at nursing or group homes.

C. Twelve Month Period

The twelve (12) month period shall be consistent with that established under the School District’s Family and Medical Leave Act Policy.

D. Intermittent Use of Leave

Eligible employees may use SNLA leave in increments of time of one (1) hour or more.

E. Use of Accrued Leave

Eligible employees that have accrued vacation, personal or sick leave (for medical appointments only) at the time they use SNLA leave will be required to use such accrued leave during the time they are on SNLA leave.

Eligible employees that do not have accrued vacation, personal or sick leave (for medical appointments only or as otherwise permitted by Town by-law or collective bargaining agreement) at the time they use SNLA leave will receive unpaid leave.

F. Return to Work

An employee that receives SNLA leave will be restored to the position he or she held when the SNLA leave commenced.

II. PROCEDURES

A. Notice

Eligible employees must request SNLA leave at least seven (7) days in advance of the time for which SNLA leave is requested whenever the need for SNLA leave is foreseeable. If the need for SNLA leave is not foreseeable, an eligible employee must give the School District notice as soon as practical. All notices to the School District shall be made in writing unless circumstances prohibit written notice.

B. Certification

Each time an eligible employee takes SNLA leave, the eligible employees must complete a certification. Certification forms are available in the Superintendent's office. As required by law, the certification will be maintained in the eligible employee's personnel file for three (3) years.

This policy was adopted by the Town of Grafton School District on _____, 2005.

/s/
Nancy Varallo, CHAIR

SMALL NECESSITIES LEAVE ACT

Employee Certification

I certify that on _____ I will/did take _____ hours of leave for the following purpose:

- to participate in school activities directly related to the educational advancement of my son/daughter.
- to accompany my son/daughter to a routine medical or dental appointment.
- to accompany an elderly relative to a routine medical or dental appointment or appointment for other professional services related to the elder's care.

Employee Name: _____

Date: _____