



# Sutton Public Schools

Agreement between  
Sutton Education Support Association  
and  
Sutton School Committee

July 1, 2013 – June 30, 2016

Nate Jerome, Chair  
Sutton School Committee

Elaine Valk, President  
Sutton Education Support Association

Theodore Friend, Superintendent

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## ARTICLE 1

### Management Rights

Both parties recognize that under the laws of the Commonwealth of Massachusetts, the Committee has the exclusive right, responsibility, and final authority for establishing the policies for the control, direction, and management of the school department. Therefore, it is understood and agreed that this Agreement concerns those matters of wages, hours, and conditions of employment, which have been expressly bargained for and are included herein, and expressly reserves those powers, prerogatives, and authority, not expressly abridged or modified by this Agreement, to the Committee. Further, both parties agree that it is their responsibility to abide by the terms of this Agreement for its duration.

It is agreed that management of the Committee shall at all times retain the right to:

- a. Direct, hire, promote, transfer, assign, and retain employees within the District.
- b. Suspend, demote, discharge, or take other disciplinary action against non-probationary employees for just cause.
- c. Relieve employees from duties because of lack of work or for other legitimate reasons, to maintain the efficiency of operations entrusted to them.
- d. Determine the methods, means, and personnel by which such operations are to be conducted.
- e. Conduct school system operations in a safe and most efficient manner.
- f. Take whatever actions may be necessary to carry out the mission of the District, subject to the provisions of this Agreement.
- g. Evaluate Bargaining Unit Members in accordance with this contract and District job descriptions.

The parties further recognize and agree that except as otherwise specifically provided by this Agreement, the Committee, superintendent, and principal continue to retain, whether exercised or not, the right to exercise in their sole discretion the duties, powers, responsibilities, and rights provided by the Laws of Massachusetts, and the applicable rules and regulations of administrative agencies issued under such laws in the control, discretion, and management of the SUTTON SCHOOL SYSTEM.

## ARTICLE 2

### Recognition

The Sutton School Committee (hereinafter referred to as the "Committee") recognizes the Sutton Education Support Association (hereinafter referred to as the "Association") as the exclusive bargaining representative for all 12 month and school year support staff, whether full time (FT) or part time (PT.) This includes: administrative assistants, therapists, job coaches, instructional assistants (IA)s, (classroom, special education, and child-specific), library assistants, cafeteria workers, kitchen manager, custodians, maintenance/grounds crew, mechanic, and drivers employed by the Sutton Public Schools, and excludes the accounts payable clerk, human resource clerk, the co-facilities manager, the administrative assistant to the superintendent, the administrative assistant to the Committee, the director of nutrition and food services, all

managerial, confidential, and casual employees, (fewer than ten (10) hours per week and short term/temporary employees of less than three (3) months) and other employees. The addition of any positions not listed in this paragraph or in the rate schedule will be negotiated between the Committee and the Association with its representatives present.

**Bargaining Unit Classifications**

Administrative Assistants	Therapists (COTA, SLP-A/L, APE Specialist)	Job Coaches
Instructional Assistants, (classroom, special education, and child-specific)	Library Assistants	Cafeteria Workers
Kitchen Manager	Custodians	Maintenance/Grounds Crew
Mechanic	Drivers	

**ARTICLE 3**

**Employment**

Bargaining Unit Members shall be classified into four categories: FT and PT calendar year, and FT and PT school year. Calendar year Bargaining Unit Members work 12 months. School year Bargaining Unit Members work for the school year or for a period of time defined by or based on the school year. FT employees are those who are regularly scheduled to work at least twenty-five (25) hours or more per week. PT employees are those who are regularly scheduled to work ten (10) to less than 25 hours per week. Any employee working fewer than ten (10) hours per week will be considered a Casual Employee.

1. Bargaining Unit Members become eligible for the town’s health insurance if they meet the requirements set forth in MGL chapter 32B section 2. It requires that a school employee be regularly scheduled to work at least twenty (20) hours in a work week during the school year in order to be eligible for town health insurance.
2. All Bargaining Unit Members must remain on the premises during the day unless they receive approval by their supervisor or building principal.
3. Drivers work the number of school days as their students’ placement. Summer school drivers work on a voluntary basis. Management will notify members to submit a letter of interest for employment by April 15<sup>th</sup>. Members who apply will be notified by May 15<sup>th</sup>.
4. The Committee will pay for license endorsements, commercial driver’s license (CDL) and physical exams for drivers. Drivers are responsible for cleanliness of bus/van.

An annual list of all Bargaining Unit Members will be provided no later than September 30<sup>th</sup> of each year. The list shall include the member’s job title, wages, employment status (FT or PT, school or calendar year) and the number of hours worked if on a regular schedule. The Association will be notified of all new hires, their starting wages and employment status changes within ten (10) school days. The superintendent will determine placement on the salary grid based on experience, education, and need. All new employees will be given a job description upon hire by their supervisor. The superintendent, at his/her discretion may also advance employees on the salary schedule based on previous experience and skills. Employees may petition for such advancement.

Instructional Assistants, High School Diploma

	Step	2% only on Level 6						For those in FY 16 on Step 2 of a Level 3% Base	
		FY 14	FY 15	FY16	FY 16	FY 17			
		10.00	10.00	10.00	10.30	10.30			
Level 1	1	10.00	10.25	10.25	10.25				
	2	10.50	10.50	10.50					
	3	11.00	11.00	11.00	11.33	11.33			
Level 2	1	11.25	11.25	11.25					
	2	11.50	11.50	11.50					
	3	12.00	12.00	12.00	12.36	12.36			
Level 3	1	12.25	12.25	12.25					
	2	12.50	12.50	12.50					
	3	13.00	13.00	13.00	13.39	13.39			
Level 4	1	13.25	13.25	13.25					
	2	13.75	13.75	13.75					
	3	14.50	14.50	14.50	14.94	14.94			
Level 5	1	15.00	15.00	15.00					
	2	15.75	15.75	15.75					
	3	17.00	17.00	17.00	17.51	17.51			
Level 6	1	17.34	17.34	17.34					
		2%	3%	3%					
		17.34	17.86	17.86					

Instructional Assistants, Associates Degree

	Step	2% only on Level 6						For those in FY 16 on Step 2 of a Level 3% Base	
		FY 14	FY 15	FY16	FY 16	FY 17			
		10.50	10.50	10.50	10.82	10.82			
Level 1	1	10.50	10.75	10.75	10.75				
	2	11.00	11.00	11.00					
	3	11.50	11.50	11.50	11.85	11.85			
Level 2	1	11.75	11.75	11.75					
	2	12.00	12.00	12.00					
	3	12.50	12.50	12.50	12.86	12.86			
Level 3	1	12.75	12.75	12.75					
	2	13.00	13.00	13.00					
	3	13.75	13.75	13.75	14.16	14.16			
Level 4	1	14.25	14.25	14.25					
	2	15.00	15.00	15.00					
	3	15.75	15.75	15.75	16.22	16.22			
Level 5	1	16.26	16.26	16.26					
	2	17.00	17.00	17.00					
	3	18.00	18.00	18.00	18.54	18.54			
Level 6	1	18.36	18.36	18.36					
		2%	3%	3%					
		18.36	18.91	18.91					

Instructional Assistants, Bachelors Degree

	Step	2% only on Level 6			For those in FY 16 on Step 2 of a Level 3% Base		
		FY 14	FY 15	FY 16	FY 16	FY 16	FY 17
Level 1	1	11.50	11.50	11.50	11.85	11.85	11.85
	2	11.75	11.75	11.75			
	3	12.00	12.00	12.00			
Level 2	1	12.25	12.25	12.25	12.62	12.62	12.62
	2	12.75	12.75	12.75			
	3	13.25	13.25	13.25			
Level 3	1	13.50	13.50	13.50	13.91	13.91	13.91
	2	13.75	13.75	13.75			
	3	14.00	14.00	14.00			
Level 4	1	14.50	14.50	14.50	14.94	14.94	14.94
	2	15.00	15.00	15.00			
	3	15.75	15.75	15.75			
Level 5	1	16.25	16.25	16.25	16.74	16.74	16.74
	2	16.75	16.75	16.75			
	3	17.75	17.75	17.75			
Level 6	1	19.00	19.00	19.00	19.57	19.57	19.96
			2%	3%	3%	3%	
			19.38	19.96			
		20.24	20.64	21.26			
		21.40	21.83	22.48			

Therapists

	Step	2% only on Level 6			For those in FY 16 on Step 2 of a Level 3% Base		
		FY 14	FY 15	FY 16	FY 16	FY 16	FY 17
Level 1	1	25.00	25.00	25.00	25.75	25.75	25.75
	2	25.25	25.25	25.25			
	3	25.50	25.50	25.50			
Level 2	4	26.00	26.00	26.00	26.78	26.78	26.78
	5	26.25	26.25	26.25			
	6	26.50	26.50	26.50			
Level 3	7	27.00	27.00	27.00	27.81	27.81	27.81
	8	27.25	27.25	27.25			
	9	27.50	27.50	27.50			
Level 4	10	28.00	28.00	28.00	28.84	28.84	28.84
	11	28.25	28.25	28.25			
	12	28.50	28.50	28.50			
Level 5	13	29.00	29.00	29.00	29.87	29.87	29.87
	14	29.25	29.25	29.25			
	15	29.50	29.50	29.50			
Level 6	16+	30.00	30.00	30.00	30.90	30.90	31.52
			2%	3%	3%	3%	
			30.60	31.52			

Clerical

			2% only on Level 6			For those in FY 16 on Step 2 of a Level 3% Base	
			FY 14	FY 15	FY 16	FY 16	FY 17
Step							
Level 1	1	13.50	13.50	13.50	13.50	13.91	13.91
	2	13.75	13.75	13.75	13.75		
	3	14.00	14.00	14.00	14.00		
Level 2	4	14.25	14.25	14.25	14.25	14.68	14.68
	5	14.50	14.50	14.50	14.50		
	6	14.75	14.75	14.75	14.75		
Level 3	7	15.00	15.00	15.00	15.00	15.45	15.45
	8	15.25	15.25	15.25	15.25		
	9	15.50	15.50	15.50	15.50		
Level 4	10	16.00	16.00	16.00	16.00	16.48	16.48
	11	16.25	16.25	16.25	16.25		
	12	16.75	16.75	16.75	16.75		
Level 5	13	17.25	17.25	17.25	17.25	17.77	17.77
	14	17.75	17.75	17.75	17.75		
	15	18.25	18.25	18.25	18.25		
Level 6	16+	19.00	19.00	19.00	19.00	19.57	19.96
			2%	3%	3%	3%	
			19.38	19.96	19.96		
1 off grid		19.44	19.83		20.42		

Cafeteria

			2% only on Level 6			For those in FY 16 on Step 2 of a Level 3% Base	
			FY 14	FY 15	FY 16	FY 16	FY 17
Step							
Level 1	1	8.35	8.35	8.35	8.35	8.60	8.60
	2	8.65	8.65	8.65	8.65		
	3	9.00	9.00	9.00	9.00		
Level 2	4	9.25	9.25	9.25	9.25	9.53	9.53
	5	9.50	9.50	9.50	9.50		
	6	9.75	9.75	9.75	9.75		
Level 3	7	10.00	10.00	10.00	10.00	10.30	10.30
	8	10.25	10.25	10.25	10.25		
	9	10.50	10.50	10.50	10.50		
Level 4	10	11.00	11.00	11.00	11.00	11.33	11.33
	11	11.25	11.25	11.25	11.25		
	12	11.50	11.50	11.50	11.50		
Level 5	13	11.75	11.75	11.75	11.75	12.10	12.10
	14	12.00	12.00	12.00	12.00		
	15	12.50	12.50	12.50	12.50		
Level 6	16+	13.00	13.00	13.00	13.00	13.39	13.66
			2%	3%	3%	3%	
			13.26	13.66	13.66		
2 off grid		13.50	13.77		14.19		
		14.90	15.20		15.66		

The Kitchen Manager will receive a \$3.00 per hour differential

Custodial

		2% only on Level 6			For those in FY 16 on Step 2 of a Level 3% Base	
		FY 14	FY 15	FY 16	FY 16	FY 17
Level 1	Step 1	11.00	11.00	11.00	11.33	11.33
	2	11.25	11.25	11.25		
	3	11.50	11.50	11.50		
Level 2	4	12.00	12.00	12.00	12.36	12.36
	5	12.25	12.25	12.25		
	6	12.50	12.50	12.50		
Level 3	7	13.00	13.00	13.00	13.39	13.39
	8	13.50	13.50	13.50		
	9	14.00	14.00	14.00		
Level 4	10	14.50	14.50	14.50	14.94	14.94
	11	15.00	15.00	15.00		
	12	15.75	15.75	15.75		
Level 5	13	16.75	16.75	16.75	17.25	17.25
	14	17.25	17.25	17.25		
	15	18.00	18.00	18.00		
Level 6	16+	19.00	19.00	19.00	19.57	19.96
			2%	3%	3%	
			19.38	19.96		
1 off grid		\$23.21	23.67			24.38

Grounds/Mechanic

		2% only on Level 6			For those in FY 16 on Step 2 of a Level 3% Base	
		FY 14	FY 15	FY 16	FY 16	FY 17
Level 1	Step 1	15.00	15.00	15.00	15.45	15.45
	2	15.25	15.25	15.25		
	3	15.50	15.50	15.50		
Level 2	4	16.00	16.00	16.00	16.48	16.48
	5	16.50	16.50	16.50		
	6	17.00	17.00	17.00		
Level 3	7	17.75	17.75	17.75	18.28	18.28
	8	18.25	18.25	18.25		
	9	18.75	18.75	18.75		
Level 4	10	19.50	19.50	19.50	20.09	20.09
	11	20.00	20.00	20.00		
	12	20.50	20.50	20.50		
Level 5	13	21.25	21.25	21.25	21.89	21.89
	14	21.75	21.75	21.75		
	15	22.25	22.25	22.25		
Level 6	16+	23.00	23.00	23.00	23.69	24.16
			2%			3%
			23.46	24.16		



Drivers

	Step	FY 14	2% only on Level 6		For those in FY 16 on Step 2 of a Level	
			FY 15	FY 16	FY 16	FY 17
Level 1	1	14.00	14.00	14.00	14.42	14.42
	2	14.25	14.25	14.25		
	3	14.50	14.50	14.50		
Level 2	4	14.75	14.75	14.75	15.19	15.19
	5	15.00	15.00	15.00		
	6	15.25	15.25	15.25		
Level 3	7	15.50	15.50	15.50	15.97	15.97
	8	15.75	15.75	15.75		
	9	16.00	16.00	16.00		
Level 4	10	16.25	16.25	16.25	16.74	16.74
	11	16.50	16.50	16.50		
	12	16.75	16.75	16.75		
Level 5	13	17.00	17.00	17.00	17.51	17.51
	14	17.25	17.25	17.25		
	15	17.50	17.50	17.50		
Level 6	16+	18.00	18.00	18.00	18.54	18.91
		2%	2%		3%	
			18.36			

The superintendent may make salary adjustments as he/she sees fit based on education and experience.

## ARTICLE 5

### Work Year

1. Twelve-month calendar year Bargaining Unit Members shall work a maximum of two hundred and sixty one (261) days.
2. FT and PT five (5) day/week employees work 180 days with the exception of cafeteria personnel who work a minimum of one hundred seventy-five (175) days.
3. School year administrative assistants shall work a minimum of one hundred and eighty six (186) days. The building principal and/or director of special education with the approval of the business manager shall determine additional workdays before and after the close of the academic year.
4. All Bargaining Unit Members must attend the opening day orientation presentation and the Association meeting and will be compensated for a minimum of three (3) hours. Custodians who would normally work a later shift will have their schedules adjusted on that day so they are on the clock during the morning meeting.
5. Bargaining Unit Members will be compensated for authorized attendance at mandatory full day professional development sessions at the hourly rate. A minimum of ten (10) school days notice will be provided whenever mandatory training is scheduled. The building principal, supervisor, or superintendent must authorize any additional compensation for professional development. If less than ten (10) days' notice is given, it is optional.
6. All school year SESA members, who work directly with students, will work a full day on half day professional development days (PDD)s at their hourly rate.
7. If an IA is asked or volunteers and is appointed to go on a field trip which extends beyond the typical school hours, he/she shall be paid for the extended hours. All effort will be made to find a substitute IA for field trips for staff that have a conflict extending the school day.
8. Year round school administrative assistants will work forty (40) hours per week for the one hundred eighty six (186) school days plus five (5) days before and five (5) days after the school year; however, for the summer may work 6.5 hours and be compensated for eight (8) hours per day.

## ARTICLE 6

### Work Load

The District will endeavor to assign reasonable workloads to all Bargaining Unit Members. Any increase to the workload of its Bargaining Unit Members will be discussed with the impacted Bargaining Unit Member prior to the assignment being finalized. Accommodations will be made where applicable including the deletion of work currently performed in order to accommodate the new work and/or offering additional hours of work at the applicable overtime rate. With the supervisor's approval, additional time during the work day may be provided to complete reports.

## **ARTICLE 7**

### **Vacancies**

All vacancies in the Bargaining Unit and in promotional positions caused by death, retirement, discharge, resignation, or by the creation of a new promotional position shall be filled pursuant to the following procedure:

- a. An electronic (Web site and email) notice of vacancies shall be forwarded to all Bargaining Unit Members and the president. The Association may post vacancies on bulletin boards in each office. The president shall be notified by email within two (2) working days upon Administration's knowledge that any unit member submits a resignation letter or will be discharged due to layoffs or other reason.
- b. Qualifications for the position, its duties, and rate of compensation will be clearly set forth.
- c. Bargaining Unit Members who desire to apply for such vacancies shall file their applications in writing with the office of the designated administrator identified in the posting within the time limit specified by the notice.
- d. Candidates from both within and without the school system shall be eligible to fill the vacancies.
- e. Appointments to such positions shall be on the basis of ability and classification seniority and shall be made at the sole discretion of the designated administrator with the review and approval of the superintendent. The designated administrator, with the review and approval of the superintendent, agrees to give due weight to the professional background and attainments of all applicants, the length of time each has worked in the school system, and any other relevant factors. Appointments will be made without regard to race, color, sex, religion, age, sexual preference, sexual identity, homelessness, disability, special needs, or national origin as required by Title IX of the Educational Amendments of 1972.

## **ARTICLE 8**

### **Evaluation and Probation**

New employees will be on probation and employees at will for ninety (90) days from the first day of work.

Evaluations of all employees will be conducted according to the procedures outlined in Appendix A.

## **ARTICLE 9**

### **Out of Title Work**

Whenever a Bargaining Unit Member is required to work in a higher paying classification or job for two (2) hours or more during his/her workday, whether consecutive or not, he/she will be paid a \$35 stipend in addition to their regular hourly rate. Out of title work must be approved in advance by the building principal, director of special education, or other supervisory personnel unless there are unforeseen circumstances. If a sub is brought in for a teacher the IA will not receive the stipend since they will continue to be responsible for their regular work assignment.

If there is no sub and more than one IA is in the room, Administration will determine which IA should assume the duties of the teacher and receive the stipend.

An acting head custodian annual stipend of \$250 will be given to the unit member appointed to assume responsibility when the Facilities Manager is unavailable.

## **ARTICLE 10**

### **Sick Leave**

In the first year of employment a calendar year Bargaining Unit Member shall earn one and one quarter (1¼) sick days per month. A school year Bargaining Unit Member in his/her first year shall earn one (1) sick day per month. A part-time Bargaining Unit Member in his/her first year shall earn one half (1/2) days per month.

Bargaining Unit Members with more than one year of service shall be credited with sick days on the first work day of the fiscal year subject to the following schedule:

A. Calendar year	15 days
B. School year	10 days
C. PT	5 days

1. There shall be no limit on the number of sick days that can be accumulated.
2. An employee may only use sick leave when such employee is sick, injured, or is in need of medical attention and may use up to five (5) days for family illness.
3. A Bargaining Unit Member may be required to furnish a doctor's certificate after an absence of three (3) consecutive working days due to illness.
4. The parties agree that use of sick leave for reasons other than illness constitutes a misuse of the benefits provided. The Association agrees to work with the Committee whenever misuse of the sick leave program is documented in an effort to control such a problem. The Committee reserves its rights under the law to take reasonable disciplinary action whenever circumstances dictate.
5. Whenever a Bargaining Unit Member decides to retire pursuant to the retirement laws of Massachusetts the Committee agrees that it will pay to such Bargaining Unit Members thirty (\$30.00) dollars for each day of unused accumulated sick leave in excess of one hundred eighty (180) days. Bargaining Unit Members intending to avail themselves of this benefit must notify the Committee not later than January 15<sup>th</sup> of the final school year of such Bargaining Unit Member's service. It is understood that this means the buyback money will not come forth until the following fiscal year. By mutual agreement the parties may agree to waive the January 15<sup>th</sup> deadline for notification to the Committee.
6. Sick days may be taken in half day increments.

## **ARTICLE 11**

### **A. Other Temporary Leave of Absence with Pay**

The Committee shall grant all Bargaining Unit Members the following temporary leave of absence with pay each school year upon recommendation of the superintendent and upon approval.

1. One (1) day for the funeral of any relative.
2. Funeral leave up to three (3) consecutive days at any one time in the event of a death in the immediate family ("immediate family" is construed to include only husband, wife, life-partner, mother, step-mother, father, step-father, brother, step-brother, sister, step-sister, children, step-children, grandparents, grandchildren, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, or sister-in-law). Additional days may be granted at the discretion of the superintendent on a case by case basis.
3. For the birth or adoption of a calendar year or school year Bargaining Unit Member's child, the staff member may use his/her compliment of personal days.
4. Personal Leave: Personal leave shall be granted according to the following schedule and must be pre-approved using the appropriate form. Whenever possible, a forty eight (48) hour notice should be given when requesting personal leave.

<b>Calendar year</b>	<b>3 days per year</b>
<b>School year</b>	<b>2 days per year</b>
<b>Part time</b>	<b>1 day per year</b>

Personal leave days are intended to be used to permit absences that are unavoidable for compelling personal issues. Typical examples of the use of these days would include legal, banking, insurance consultations, graduations, and funerals not covered under the contract, real estate transactions, or pressing personal matters that cannot be scheduled on a Bargaining Unit Member's own time.

- a. Calendar year or school year Bargaining Unit Members shall not utilize more than two (2) of their accrued personal days consecutively. For purposes of this subsection, Friday and Monday or the days before and after a holiday or vacation shall be construed as consecutive days.
  - b. Personal days are not available for use to extend a holiday or vacation. However, if a request for personal leave must be made on days preceding or following a holiday or vacation, the superintendent may determine if the reason for the request is to extend said holiday or vacation. If the purpose of the personal day is not to extend a vacation or holiday, the personal day shall be granted.
  - c. Members who exhaust their personnel leave for major holy day observations, may petition the superintendent for additional personal leave. Such requests shall be handled on a case by case basis.
  - d. Members who exhaust their personal leave for religious observations may petition the superintendent for additional personal leave. Requests will be handled on a case by case basis and not be unreasonable denied. These days must be deducted from available sick time.
  - e. At no time will a Bargaining Unit Member be allowed to carry over more than one (1) personal day to the next school year.
  - f. Half day personal days may be taken.
5. Leave to attend work related courses/work shops or seminars. Upon the approval of the building principal and/or the superintendent an unpaid leave of absence may be granted to a Bargaining Unit Member to enroll in a course, workshop, or seminar that begins before the end of the school year.

6. Bargaining Unit Members may leave their appointed job to attend their child's school event provided they find coverage for the brief absence.
7. The Committee shall allow a full delegation of three (3) to attend the MTA Annual Meeting. If the delegation exceeds three (3) members, the Association agrees to pay for additional substitutes.
8. The president of the Association will be permitted two (2) days annually for union business. The conditions of utilizing this allowance are:
  - a. The president will advise the superintendent in writing not later than seventy two (72) hours in advance of the date(s) requested, excluding Saturdays and Sundays.
  - b. The president will give an adequate written explanation of the purpose for the leave.
  - c. The Association agrees that it will reimburse the Committee one-half of the cost of the substitute teacher brought in to replace the president.

**B. Other Temporary Leave of Absence without Pay**

Any unpaid leave should be requested through the designated administrator using the Personal Day Request Form and must be approved by the superintendent.

**ARTICLE 12**

**Maternity Leave**

Maternity leave shall be granted subject to the following: A female Bargaining Unit Member who has completed the initial probationary period set by the terms of her employment or, if there is no such probationary period, has been employed by the same employer for at least three (3) consecutive months as a full-time employee, who is absent from such employment for a period not exceeding eight (8) calendar weeks for the purpose of giving birth, said period to be hereinafter called maternity leave, and who shall give at least one month notice to her employer of her anticipated date of departure and intention to return, shall be restored to her previous or similar position with the same status, pay, length of service credit, and seniority, wherever applicable, as of the date of her leave. Said maternity leave may be with or without pay at the discretion of the employer. (\*Section 1 is a copy of General Laws, Chapter 149, §105D, October 15, 1972.)  
Maternity leave begins the day after the child's birth.

Such employer shall not be required to restore a Bargaining Unit Member on maternity leave to her previous or similar position if other Bargaining Unit Members of equal length of service, credit, and status in the same or similar position have been laid off due to economic conditions or other changes in operating conditions affecting employment during the period of such maternity leave; provided, however, that such Bargaining Unit Member on maternity leave shall retain any preferential consideration for another position to which she may be entitled as of the date of her leave.

Such maternity leave shall not affect the Bargaining Unit Member's right to receive vacation time, sick leave, bonuses, advancement, seniority, length of service credit, benefits, plans, or programs for which she was eligible at the date of her leave, and any other advantages or rights of her employment incident to her employment position; provided, however, that such maternity leave shall not be included, when applicable, in the computation of such benefits, rights, and advantages; and provided, further, that the employer need not provide for the cost of any benefits, plans, or

programs during the period of maternity leave unless such employer so provides for all Bargaining Unit Members on leave of absence.

## **ARTICLE 13**

### **Sick Leave Bank**

The Committee agrees to establish a sick leave bank for use by the SESA for Bargaining Unit Members who have exhausted their accumulated and annual sick leave days and who require additional leave to make a full recovery from illness and would otherwise lose pay through such continued illness.

### **Membership**

Only Bargaining Unit Members of the SESA covered by this Agreement who have accrued 15 sick days shall be eligible to receive the benefits of this bank.

At the beginning of each school year of the Contract, the Committee shall set aside in the bank a number of sick leave days equal to the number of SESA Bargaining Unit Members employed in the Bargaining Unit. Any unused days remaining in the sick leave bank at the end of the school year shall roll over from year to year.

Membership in the sick bank is mandatory. Each member may be required to contribute one (1) non-refundable sick day as needed. The sick day contributed to the bank will not be considered "used" for purposes of accruing an additional personal day.

When the number of unused days reaches a critical level, (thirty days or less,) the Committee, upon the recommendation of the sick bank committee, will require an additional contribution from all Bargaining Unit Members. In the event that the additional sick bank contribution of days occurs after April 15<sup>th</sup>, any remaining days left in the sick bank at the end of that school year shall roll over to the next school year. In this event the SESA Bargaining Unit Members will not be required to contribute a sick day at the beginning of the next school year. New SESA hires automatically contribute one (1) day on the 180<sup>th</sup> workday.

### **Sick Bank Committee**

1. A seven (7) member committee will be established yearly. This committee shall administer the sick leave bank.
2. The Committee shall appoint three (3) administrative representatives.
3. The SESA shall appoint four (4) representatives, two (2) of whom will be secondary Bargaining Unit Members and two (2) will be elementary Bargaining Unit Members.
4. The superintendent or his/her designee shall preside at the meeting and may vote only to break a tie.
5. All applications for participation and benefits must be made on a form approved by the sick bank committee.
6. Decisions of the sick bank committee shall not be subject to the grievance procedure. Within ten (10) school days following notification of a sick bank committee decision, the applicant or his/her representative may present an appeal in writing to the sick bank committee. Such appeals

shall consist of a request that the sick bank committee review its decision and present the applicant's reasons for such a review.

### **Rules**

Bargaining Unit Members shall commence receiving benefits of the sick leave bank when the following conditions are met:

1. Bargaining Unit Members shall have exhausted their own individual sick leave, both annual and accumulated.
2. Bargaining Unit Members must present written medical evidence of illness or disability to the sick bank committee along with an estimated date of recovery and return.
3. Bargaining Unit Members who draw sick days from the sick bank shall receive salary and salary disbursement as received prior to their application to the sick bank.
4. The sick bank is not available for elective surgery; however, each case will be given individual consideration by the sick bank committee.

### **Application**

Participating Bargaining Unit Members must make written application to the sick bank committee requesting sick leave bank benefits, using the prescribed forms. A medical statement by the attending physician stating the exact nature of incapacitation must accompany this and the projected time of recovery beyond the Bargaining Unit Member's own accrued sick leave.

In the event that a Bargaining Unit Member is unable to make a written application due to illness or injury the sick bank committee may act on the Bargaining Unit Member's behalf to initiate the application.

## **ARTICLE 14**

### **Education Leave**

With the approval of the superintendent, all Bargaining Unit Members may be allowed to take an unpaid leave of absence of up to one year for the purpose of pursuing a college degree. He/she shall be guaranteed a return to the same or a comparable job, if there is an opening at the time of return, and if he/she left with a satisfactory evaluation. If there is no opening at the time of return from the leave of absence, the recall list shall apply.

## **ARTICLE 15**

### **Overtime/Work on a Holiday and Call Back**

Bargaining Unit Members who are requested and volunteer to return to work after the conclusion of their regular shift will be compensated for a minimum of (two) 2 hours at their time and one half rates. All work performed on a holiday will be compensated at two (2) times the regular rate.

Overtime wages shall be paid to employees who work more than forty (40) hours in their normal work week. The work week begins on Monday and ends on Friday.

Certain paid activities are not considered work time and are not counted as hours worked in calculating overtime. These include but are not limited to:



1. Military reserve training pay
  2. Sick leave
  3. Bereavement pay
  4. Workers compensation payments
  5. Vacation days
- 
- a. Bargaining Unit Members who are requested and volunteer to return to work after the conclusion of their regular shift will be compensated at their time and one half rates for all hours over forty (40) hours per week with a minimum of two (2) hours. All work performed on a holiday will be compensated at two (2) times the regular rate.
  - b. When an employee is required to use his or her car for school business, he or she will be reimbursed at the current IRS rate per mile.
  - c. Overtime wages of one and one half (1 ½ ) times their regular hourly rate shall be paid for all hours over forty (40) hours per week, for employees whose work week is normally forty (40) hours. If working a weekend or holiday event sponsored by a non-school group, they will receive time and one half or a minimum of \$22.50 per hour, whichever is greater. Custodial and maintenance/grounds employees, but excluding the mechanic, may choose to participate in the rotation for weekend coverage. The rotation will initially list volunteers by seniority. The individual moves to the bottom of the list after completing his/her assignment. If the person on the list cannot fulfill the duties when their turn comes up, he/she may swap with another individual or pass and be moved to the end of the list. If there is no one to cover, the mechanic may volunteer.
  - d. In the event of a cancellation of scheduled activities on a Saturday or a Sunday when the employee has arrived at the school, absent advance notice to said employee by 8:00 p.m. on the day prior to the scheduled event, the employee will receive a minimum of four hours pay.
  - e. Any emergency calls, including alarm calls, will be paid at a minimum of two (2) hours at a rate of time and a half, except for Sundays and Holidays, which will be paid at double time.
  - f. Before an employee is transferred to a new school where the hours of the work day shift, the employee will have the opportunity to meet and discuss the change with administration. Every effort will be made to accommodate an employee who would be negatively impacted by such a transfer.

## **ARTICLE 16**

### **Reduction in Force and Bumping**

The Committee retains the right to reduce the number of Bargaining Unit Members on its staff. When reductions in staff are necessary a Bargaining Unit Member's qualifications, performance, and seniority will be considered.

Recall: Bargaining Unit Members shall be entitled to recall for a period of one year, in the inverse order of lay off, provided that the same criteria used for lay off shall apply to recall.

## ARTICLE 17

### **Complaint and Grievance Procedure**

- A. A "grievance" is a dispute concerning the interpretation of the terms of this Agreement between an employee covered by this Agreement and the School Committee.
- B. The purpose of the procedure set forth hereinafter is to provide prompt and equitable solutions to those problems which from time to time arise and affect the wages, hours, and conditions of employment of the employees covered by this Agreement. The Committee and the Association desire that such procedures shall always be as informal and confidential as may be appropriate for the grievance involved at the procedural level involved; and nothing in this Agreement shall prevent any such employee from individually presenting any grievance of the employee.
- C. Level One: Employees are encouraged but not required to discuss alleged violations with the appropriate intermediate supervisor prior to filing a grievance at Level One, however, such informal discussions, if they occur, shall not operate so as to extend the time limits set forth herein. The grievance shall be presented in writing by the aggrieved employee to the employee's designated administrator or principal. The administrator's or principal's determination of the grievance shall be in writing to the grievant and the superintendent.
- D. If at the end of the fifteen (15) working days next following the occurrence of any grievable dispute, or the date of first knowledge of its occurrence by any employee affected by it, a grievance shall not have been presented at Level One of the procedure set forth above, the grievance shall be deemed to have been waived; and any grievance in course under such procedure shall also be deemed to have been waived if the action required to present it to the next level in the procedure shall not have been taken within the time specified therefore.
- E. Level Two: If the grievance shall not have been disposed of to the Bargaining Unit Member's satisfaction within five (5) working days after submission to Level One, the grievance may be filed in writing with the superintendent, who shall, within five (5) working days after stamped receipt of the Level Two grievance, meet with the aggrieved employee, and/or a representative from the Sutton Educational Support Association in an effort to settle the grievance. The superintendent's determination of the grievance shall be in writing to the grievant and the chairman of the School Committee.
- F. Level Three: If the grievance shall not have been disposed of to the Bargaining Unit Member's satisfaction within five (5) working days after the meeting with the superintendent, as provided in Level Two above, the grievance may be filed in writing with the School Committee who shall meet with the aggrieved Bargaining Unit Member, and/or a representative from the Sutton Educational Support Association either within fifteen (15) working days or the next regularly scheduled School Committee meeting, whichever is later, after receipt of the Level Three grievance in an effort to settle the grievance. At this level both parties may bring in a representative of their choice. The School Committee's determination of the grievance shall be in writing to the grievant within ten (10) working

days. Level Three of the grievance procedure shall apply only to those grievances which are within the jurisdiction of the School Committee after the Education Reform Act of 1993. If the Committee determines that a grievance is not within its jurisdiction, it shall so notify the Association at which point the Association shall have the option to appeal the decision as provided under Level Four. Such appeals shall be made within ten (10) working days of notification by the School Committee.

- G. Level Four: If the grievance is not resolved at Level Three, the Association may appeal the grievance to arbitration through the American Arbitration Association (AAA), in accordance with the rules of the AAA. Such an appeal must be filed within ten (10) working days of the decision or notification under Level Three. The authority of an arbitrator hereunder shall be limited to determining whether a specific provision of this Agreement has been violated and the arbitrator shall have no authority to modify, add to or delete any term of this Agreement. Arbitration fees shall be shared equally between the parties.
- H. If any Bargaining Unit Member covered by this Agreement shall present any grievance without representation by the Association, the disposition, if any, of the grievance shall be consistent with the provisions of this Agreement; and if the Association shall so desire, it shall be permitted to be heard at each level of the procedure, beginning at Level Two, under which the grievance shall be considered.
- I. No written communication, other document, or record relating to the grievance shall be filed in the personnel file maintained by the School Department of Sutton for any Bargaining Unit Member involved in presenting such grievance. Only the subject matter which is proper material for inclusion in a Bargaining Unit Member's personnel file, apart from the grievance procedure, shall be filed. If material which is included in the personnel file is grieved, it will only be removed from the file if it is the determination of the grievance to do so.
- J. If in the judgment of the Association the grievance does not fall under the jurisdiction of the building principal or a grievance affects a group or class of employees the Association may submit such a grievance in writing to the superintendent directly and the processing of such grievance will be commenced at Level Two provided, however, that the presentation shall be made by no more than three (3) persons.
- K. Times for meetings to discuss grievances shall be scheduled outside of school hours unless, in the judgment of the superintendent, a meeting during school hours is desirable to facilitate production of appropriate information.
- L. For any grievance not resolved by the last working day of the school year or for any grievance initiated during the month of June, the phrase "working days" shall no longer apply and the phrase "weekdays" shall apply until the first working day of the next school year. In the event the principal and/or superintendent or the grievant cannot meet said schedule, the parties agree to provide for flexibility during the summer schedule. The grievance shall be heard at Level Three by the School Committee at their next regular meeting.

## ARTICLE 18

### Annual Increments

Annual increments are granted each year on July 1 and are subject to a satisfactory evaluation.

### EVALUATION PROCEDURES (See Appendix A)

## ARTICLE 19

### Paid Holidays

All full time calendar year Bargaining Unit Members shall be granted a maximum of thirteen (13) paid holidays during the calendar year. If a holiday falls on a Saturday it is celebrated on that day without any further compensation. Holiday pay will be granted for holidays that fall on Sunday and are celebrated on Monday.

1. New Year's Day	8. Labor Day
2. Martin Luther King Day	9. Columbus Day
3. Presidents' Day	10. Veterans' Day
4. Patriots' Day	11. Thanksgiving Day
5. Good Friday * if school is not in session	12. Friday following Thanksgiving
6. Memorial Day	13. Christmas Day
7. Independence Day	

All full time school year Bargaining Unit Members shall be granted a maximum of nine (9) paid holidays as listed below, for the normal number of hours the Bargaining Unit Member works each day. If a holiday falls on a Saturday it is celebrated on that day without any further compensation. Holiday pay will be granted for holidays that fall on Sunday and are celebrated on Monday. If a school year secretary is required to work up to or past July 4<sup>th</sup> due to extensions in the school year she/he will be paid for that holiday.

1. New Year's Day	6. Columbus Day
2. Martin Luther King Day	7. Veterans' Day
3. Good Friday * if school is not in session	8. Thanksgiving Day
4. Memorial Day	9. Christmas Day
5. Labor Day	

All part time school year Bargaining Unit Members shall be granted a paid holiday for the holidays listed below, for the normal number of hours the Bargaining Unit Member works each day. If a holiday falls on a Saturday it is celebrated on that day without any further compensation. Holiday pay will be granted for holidays that fall on Sunday and are celebrated on Monday.

1. New Year's Day	4. Columbus Day
7. Good Friday * if school is not in session	5. Thanksgiving Day
2. Memorial Day	6. Christmas Day
3. Labor Day	

## **ARTICLE 20**

### **Agency Fee**

All Bargaining Unit Members of the Bargaining Unit shall be required to select one of the following options:

- Become a member of the Sutton Education Support Association, or
- Pay an agency service fee as determined by the Massachusetts Teachers Association.

All Bargaining Unit Members of the Bargaining Unit must become members of the Association or pay the prescribed agency service fee within thirty (30) days from the date of hire. Failure to do so will result in the Bargaining Unit Member's termination from employment.

## **ARTICLE 21**

### **Copies of Contract**

The Committee agrees to provide copies of this Agreement to all Bargaining Unit Members. The Association and the Committee will share the cost of printing the Contract equally.

## **ARTICLE 22**

### **Jury Duty**

All Bargaining Unit Members required to perform jury duty shall receive leave with pay for the duration of such duty and shall be paid by the Sutton Public Schools the difference between the compensation received for such jury service, exclusive of mileage reimbursements and the Bargaining Unit Member's regular salary.

## **ARTICLE 23**

### **Protection**

1. All Bargaining Unit Members will immediately report all cases of assault suffered by them in connection with their employment to their immediate supervisors.
2. This report will be sent to the building principal and the superintendent who will comply with any reasonable request from the Bargaining Unit Member for information in its possession relating to the incident or the persons involved and will serve as a liaison between the Bargaining Unit Member, the police, and the courts.
3. The superintendent and/or the Committee agree to provide the Bargaining Unit Member with the extent of protection provided in accordance with Chapter 258 of the General Laws of Massachusetts.

## **ARTICLE 24**

### **Vacation**

Vacation requests during the school year in excess of three (3) days are subject to advance approval by the superintendent or his/her designee and require twenty one (21) days advance notice by the Bargaining Unit Member. For a vacation request less than three (3) days, a five (5) day advance notice by the Bargaining Unit Member is sufficient. Vacation days cannot be taken the week before school begins. Vacation days should be scheduled when school is not in session whenever possible. **Exceptions to the number of days notice may be appealed to the superintendent on a case by case basis.**

One half of the number of annual vacation days may be rolled over to the next school year. Vacation days with rollover days, however, shall not exceed one and one half  $1^{1/2}$  times the annual vacation leave per year.

Calendar year unit members, whether FT or PT, receive their normal week's pay for vacation.

### **Calendar Year Only**

6 months to 1 year= 1 week

1-5 years= 2 weeks

5-10 years= 3 weeks

10+ years= 4 weeks

## **ARTICLE 25**

### **Conference Attendance**

When the principal or superintendent approves a Bargaining Unit Member's attendance at workshops, seminars, or conferences, the Committee shall pay reasonable expenses including but not limited to registration fees, meals, lodging, or transportation incurred by SESA Bargaining Unit Members.

## **ARTICLE 26**

### **Longevity**

Longevity is defined as continuous years of service in the Sutton School Department and is calculated by hire date. If hired by January 15<sup>th</sup> said employee receives full year credit and after January 15<sup>th</sup> receives no credit for that year.

In addition to the basic compensation as provided herein, all Bargaining Unit Members covered under the terms of this Agreement shall receive additional compensation as hereinafter provided:

- FT Bargaining Unit Members will receive annually seven hundred fifty dollars (\$750) upon the completion of twenty (20) years service.
- PT Bargaining Unit Members will receive annually three hundred seventy five dollars (\$375) upon the completion of twenty (20) years service.

Longevity payments will be included in the Bargaining Unit Member's final pay period of the fiscal year. If a Bargaining Unit Member, who qualifies for longevity, leaves prior to the final pay period of the fiscal year, he/she will receive a portion of the longevity as determined by the full months of service worked during that school year.

**ARTICLE 27**

**Early Closings, Delayed Openings and Cancellations**  
**DUE TO WEATHER OR EMERGENCY**

1. If the opening of school is delayed all Bargaining Unit Members will be paid for the entire day.
2. If the school day is ended early, Bargaining Unit Members will be paid for the entire day.
3. If school is cancelled, work is cancelled for all school year instructional and non-instructional Bargaining Unit Members, excluding custodians.
4. If school is cancelled and calendar year administrative assistants are not permitted on campus per the superintendent, they will receive their normal days pay for snow or emergency events. If the office is closed for more than five (5) days, they may use a personal or vacation day for additional cancellations if they wish to be paid.
5. If a Bargaining Unit Member has requested a personal day or sick day and a delayed opening occurs, he/she shall receive the full day's pay.

**ARTICLE 28**

**Duration**

This Agreement and its provisions shall be effective from July 1, 2013 and shall remain in full force and effect up to and including the 30<sup>th</sup> day of June, 2016 and thereafter shall automatically renew itself in terms of one year provided, however, that either party may, on or before the 1<sup>st</sup> day of the December preceding June 30, 2016 give written notice to the other of its desire to extend or revise this Agreement for the period to commence the 1<sup>st</sup> day of the following July.

IN WITNESS WHEREOF, the parties hereto cause this instrument to be executed in their names

and on their behalf by the duly authorized officers thereto this

\_\_\_\_\_ day of \_\_\_\_\_, 2013.

**ARTICLE 29**

**Saving Clause**

- A. If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law, and substitute action shall be subject to appropriate consultation and negotiation with the Sutton Educational Support Association.
- B. In the event that any provision of this Agreement is or shall at any time be contrary to law all other provisions of this Agreement shall continue in effect.

SESA COMMITTEE

SUTTON SCHOOL COMMITTEE

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## APPENDIX A

### SUPPORT STAFF EVALUATION PROCEDURES

The purpose of evaluation is to recognize and improve, as necessary, staff effectiveness in providing the best possible environment for the students of the Sutton Schools. That environment includes both emotional and physical attributes. The attitudes of employees in working with children, the cleanliness of the school buildings and grounds, and the cooperative spirit in which tasks are completed all contribute to a positive environment for our students

Evaluation should be a continuous and cooperative process between the evaluator(s) and the employee. The evaluation should place major emphasis on assisting the employee in achieving growth that is consistent with the basic philosophy, goals and objectives of the Sutton School System.

#### Timeline

There will be at least one formal evaluation done by March 31st each year based on an observation visit or based on a cumulative number of observations. More than one member may be observed during a visit as in the case of cafeteria workers, library assistants and IAs who share a work area. The evaluatee(s) shall be told at the start of the visit(s) that it is an observation visit. Unannounced “walk by” observations alone will not constitute an observation, but may be taken into consideration to support the formal evaluation rating. Nothing prevents the evaluator from addressing concerns during the year regarding an employee's performance if it is based on his/her firsthand knowledge by the evaluator.

#### Evaluators

Evaluations will be performed specific groups by the following individuals:

Principal	Instructional Assistants, Secretaries
Special Education Director	Therapy Assistants
Facility Manager	Custodians
Director of Nutrition and Food Services	Cafeteria Personnel
Business Manager	Drivers

Teachers will not provide any written evaluations on paraprofessionals although they may give verbal comment.

#### Observation Visits

Observation visits are visits by the evaluator to observe the employee in the classroom or their regularly scheduled work environment.

Instructional Assistants shall be observed while working with students at least once each school year. Custodians, cafeteria workers and clerical workers will be observed at least once each school year while conducting their regularly assigned tasks. One designated evaluator will

evaluate each employee. At the beginning of each school year, the employee shall be told who the evaluator will be. If it is necessary to change the evaluator during the course of the school year, the employee shall be promptly notified of said change.

Following the observation visit, the evaluator and the employee will meet. Together they will discuss the observation visit and the preliminary report created by the evaluator. Commendations and suggestions for improvement will be discussed and included in the written report.

Following an observation conference, the evaluator will write a final report of the visit and share it with the employee. The report will be signed by both the evaluator and the employee, and the employee will receive a copy of the same. The employee will have the right to include a written response to the evaluation, and the response will be viewed by the superintendent and become part of the evaluation placed in the folder.

### Improvement Plan

Any evaluator noting three (3) or more “Needs Improvement” deficiencies in an employee's performance evaluation through an observation will work with the employee to develop a written improvement plan that details corrective steps to be taken and a timeline for improvement. The plan must be designed to produce improvement in the employee's performance. Expected results must be clear and measurable.

The plan must be written and should be in place within two (2) weeks of receiving the written observation report.

The timeline for monitoring and evaluating results will be written and mutually agreed upon. The timeline will establish a series of interim deadlines, during which progress toward achievement of the goals will be measured and communicated to the employee by the evaluator. Employees on an improvement plans will receive another formal evaluation prior to June 15th but no sooner than 45 calendar days after being placed on the plan. If at that time all concerns have been addressed satisfactorily, the improvement plan is terminated. If some concerns remain either the improvement plan is terminated or the improvement plan is continued . If insufficient progress has been made the employee is placed on probationary status for one year. An employee who fails to make sufficient progress during the probationary year is subject to termination at the end of the school year.