MEMORANDUM OF AGREEMENT

The Negotiating Subcommittee of the Holliston School Committee (hereinafter "the Committee"), acting subject to the ratification of this Memorandum of Agreement (hereinafter "the Agreement") by the School Committee to whom the Subcommittee agrees to recommend acceptance, and the Negotiating Team of the Holliston Federation of Teachers, AFT-Massachusetts, Local 3275 Paraprofessionals' Unit (hereinafter "the Federation"), acting subject to the ratification of this Agreement by the membership of the Federation to whom the Negotiating Team agrees to recommend acceptance, hereby mutually agree to the following terms and conditions of settlement of the contract negotiations for the successor Collective Bargaining Agreement for the period of September 1, 2021 through August 31, 2024

- 1. <u>Duration:</u> Three-year agreement September 1, 2021 through August 31, 2024
- 2. Article 4 Federation rights: Modify Article 4 as follows;
 - New Title Federation Rights
 - Under "B" remove first paragraph (agency fee) and move 2nd paragraph to "A" and add;
 - O Union representatives shall be allowed access to all work sites. Union representatives must obtain permission from the principal of the building entered for the purpose of conducting union business; such permission shall not be unreasonably withheld/denied and shall be conducted without disruption to teaching and learning.
- 3. Article 6, Hours of Work:
 - Under 6 (1), delete the words "or per year" from the first sentence
 - Add to 6 (2), add as follows;
 - Mandatory training required for all school employees may or may not be embedded in the Professional Development Days.
- 4. Article 7, Probationary/Job Appointment; Add to the third paragraph as follows;
 - No Paraprofessional will receive "does not meet standards" on their evaluation if they have not met with an administrator to discuss any concerns.
 - Evaluations *will* be provided to the Paraprofessionals no later than 7 *workdays* before the end of the school year.
- 5. <u>Article 8, Job Postings, Transfers, and Assignments;</u> Modify the first sentence of the 5th paragraph to read as follows;

Paraprofessionals will be afforded the opportunity to request time from the Principal/Designee to review IEP/student-related information, *input required student data*, and complete mandatory on-line training as deemed necessary. Such request will not be unreasonably denied.

6. Article 10, Personal Leave; Add to 10 (a) a fourth paragraph as follows;

Personal leave is not cumulative from year to year. Any bargaining unit member with unused personal days at the end of a school year will have their unused personal days rolled over into their accrued sick leave, provided that the addition of the days to the employee's accrued sick leave does not exceed the maximum number of accrued sick days allowed under the contract. Such unused personal days that roll over to their accrued sick leave in the following year are not eligible for the Sick Leave Pool provisions set forth in Article 10, Section 2.

8. Article 11, Funeral Leave; Modify paragraph 1 as follows;

There shall be up to five (5) consecutive ealendar working days leave with pay on account of death in the immediate family.

9. Article 17, Other Leaves; Modify the last sentence as follows;

All benefits to which an employee was entitled at the time of their leave of absence, including unused accumulated sick leave, *seniority, and step placement,* shall be restored upon their return to work.

11. Article 19, Miscellaneous; Add to #8 the following;

Paraprofessionals providing coverage under this provision shall be informed by their supervisor or administrator, upon notification of said coverage, that they are eligible for the Adjustment Rate.

13. Article 19, Miscellaneous; Modify paragraph 6 as follows;

For the 2016-2017 School year and beyond, Paraprofessionals shall not have any paid Professional Development Days, however If a paraprofessional is asked by an administrator to attend any additional professional development program days, the paraprofessional will be paid for his/her their attendance at professional development. In addition, paraprofessionals covered by this Agreement shall have the right to participate on a voluntary, unpaid basis in the teacher professional development program, as space is available. The parties agree that a Paraprofessional representative shall be a member of the Professional Development Council.

15. <u>Article 18, Section E, Job Connected Injury and Assault; Modify Section E as follows;</u> Add to Section D *In the event a member is absent due to a workers' compensation claim, the member may petition the sick-leave bank up to a maximum of 5 days per incident.*

Delete the remaining Section E

17. Appendix A Hourly Rate

Add a new hourly wage scale entitled "Sign Language Interpreter" as follows

Steps	Sign Language Interpreter	
Year 1-2	25.00	
Year 3-9	27.15	
Year 10+	28.24	

The Sign Language Interpreter shall be placed on the Year 1-2 step. For the purposes of step placement, the employee appointed in this role for the 2021-2022 school year shall be considered as Year 1 relative to step advancements.

The parties agree that for the term of this agreement, the Sign Language Interpreter wage scale shall not receive any wage adjustments.

18. Appendix A, Hourly Rate – Adjustment Rate of Pay

Effective September 1, 2021

Adjustment rate of pay increases to \$1.75

Effective September 1, 2022

Adjustment rate of pay increases to \$2.00

19. Article 6, Hours of Work; Add to subsection 2 as follows;

The normal work year shall be the school year as determined by the School Committee and shall include "Opening Day" and shall be at least 181 days. Effective the beginning of the 2022-23 school year, Paraprofessionals shall participate in up to the equivalent of two full days of Professional Development Days during the district Professional Development time, including increments of no less than two hours, and be compensated at their hourly rate of pay. The Committee shall provide the union a Professional Development schedule by the beginning of the school year.

20. Article 9 Compensation; Modify Section 9 (A);

- Delete #'s 1, 2, 3, 4, and 5
- Renumber #'s 6, 7, and 8 to "1, 2, 3"
- Replace #8 as follows;

<u>All Paraprofessionals hired after July 1, 2018 shall be placed on Step 1 of the new salary scale.</u>

- o Effective February 1, 2022, a newly hired or returning paraprofessional may be placed on the salary schedule based upon previous experience in the paraprofessional role.
- Create new subsection B as follows;
 - o Effective September 1, 2021, the Grandfathered Tutor scale shall be re-titled as "Reading Tutor Wage Scale."
 - o The Reading Tutor Wage Scale is only applicable to Paraprofessionals who are current reading tutors receiving compensation under the "Grandfathered Tutor" category and future Reading Tutors.
- Create new subsection C titled "Reading Tutors" as follows;
 - o Reading Tutors who are required to work beyond their normal hours of work shall be compensated at their hourly rate of pay.
 - o Reading Tutors' placement on the scale shall be based on years of seniority within the Holliston Public Schools at the end of the 2020-2021 School Year. (ie; A reading tutor who has three full years of experience at the end of the 2020-2021 school year shall be placed on the Year 3-9 step on September 1, 2021).

Hourly Wage Effective 9/1/2021	
Steps	Reading Tutor Wage Scale
Year 1-2	\$20.00
Year 3-9	\$23.84
Year 10+	\$24.79

Current Reading Tutor placed on the Reading Tutor Wage Scale in year of the agreement shall be as follows;

Meg Bogess	Years 3-9 \$23.84	
Carrie Salem	Years 3-9 \$23.84	
Karen Rudden	Years 3-9 \$23.84	
Wendy Storlazzi	Years 1-2 \$20.00	1 -
Lena Jessup	Years 10+ \$24.79	15/11/2

- o The Reading Tutor Wage Scale will be adjusted to the wage increases in year 2 and 3 of this agreement.
- o Reading Tutors shall be provided 5 minutes of planning time per each full hour day for each hour of their regular scheduled workday.

21. Article 19, Miscellaneous; Modify #3 as follows;

The Committee will reimburse a paraprofessional covered by this Agreement up to two-hundred (\$200.00) per year for clothing, eyeglasses, or other personal effects damaged while performing assigned duties. Paraprofessionals may be granted additional reimbursement at the discretion of the Superintendent and/or their designee.

22. Article 19, Miscellaneous; Modify #1 to read as follows;

Paraprofessionals may be called upon to serve as substitutes for regularly assigned teachers as needed. If there are extenuating circumstances related to a paraprofessional assignment, the employee may discuss this with the administrator. However they may decline the offer. When paraprofessionals are used as substitutes, such paraprofessionals shall be compensated at their normal rate of pay plus twenty-five (\$25) thirty (\$30) or the daily rate, whichever is higher. In the event a paraprofessional or tutor substitutes for less than an entire day (but not less than thirty (30) minutes), they shall be compensated at their normal rate of pay plus twenty-five (\$25) thirty (\$30) or the daily substitute rate, whichever is higher, pro-rated for the time he/she has substituted. For the time the paraprofessional assumes the role of a substitute, they shall be relieved of their paraprofessional duties/responsibilities. Effective as of September 1, 2023, the substitute rate of additional compensation shall increase from thirty (\$30) to thirty-two fifty (\$32.50) as outlined above.

23. Appendix A – Hourly Wages

The Paraprofessional and Grandfathered ABA/PCA salary scale is adjusted as follows;

September 1, 2021 – hourly wages increase by 2.00% September 1, 2022 – hourly wages increase by 2.25% September 1, 2023 – hourly wages increase by 2.25%

Effective September 1, 2021, a new Super-Step 15 plus will be embedded exclusively in the Paraprofessional Wage Scale only. The Super-Step will be 2% higher than the newly adjusted Step 9 after the 2% hourly increase in year 1 (September 1, 2021) and adjusted by the aforementioned wage increases in years 2 and 3. Paraprofessionals who have completed at least 15 years of service shall move to the Super-Step 15 plus, provided they are currently on step 9.

Holliston Federation of Teachers

AFTMA, Local 3275

Paraprofessionals' Unit

Holliston School Committee

February 10, 2022

Date

Data