

**AGREEMENT**  
**Between**  
**THE SOUTH HADLEY SCHOOL COMMITTEE**  
**and**  
**SOUTH HADLEY EDUCATION ASSOCIATION**  
**UNIT E**

**July 1, 2022 - June 30, 2025**

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**between**  
**THE SOUTH HADLEY SCHOOL COMMITTEE**  
**and**  
**THE SOUTH HADLEY EDUCATION**  
**ASSOCIATION/UNIT E**  
**July 1, 2020 to June 30, 2021**

**ARTICLE I**  
**RECOGNITION CLAUSE**

The South Hadley School Committee, hereinafter referred to as the "Committee" or the "Employer", recognizes the South Hadley Education Association/Unit E/MTA/NEA hereinafter referred to as the "Association" or the "Employees", as the exclusive representative for wages, hours, and working conditions as set forth in this Agreement, of a bargaining unit consisting of the Title 1, Chapter 766, and other instructional paraprofessionals, but excluding the Superintendent of Schools, the Assistant to the Superintendent of Schools, all managerial or confidential employees, and all other employees of the South Hadley School Committee. Effective September 1, 2011 the position of Education Therapeutic Assistant is also contained in this bargaining unit. Unless specifically noted, the term paraprofessional refers to all unit members.

**ARTICLE II**  
**MANAGEMENT'S RIGHTS CLAUSE**

The management of the schools and the direction of the working force, including the right to plan, direct and control department operations; to schedule and assign work to employees; to determine the means, methods, processes, materials, and schedules of operations; to establish standards and to maintain the efficiency of employees; to establish and require employees to observe Employer's rules and regulations; to hire, layoff or relieve employees from duties; and to maintain order and to suspend, demote, discipline and discharge employees for just cause, are the recognized reserved rights of the Employer.

The foregoing enumeration of management's rights shall not be deemed to exclude other rights of management not specifically set forth, the Employer, therefore, retaining all rights not otherwise specifically restricted by this Agreement.

The exercise by the Employer of any of the foregoing rights shall not alter any of the specific provisions of this Agreement; nor shall they be used to discriminate against any member of the Association or bargaining unit.

**ARTICLE III**  
**WORK YEAR, WORK WEEK, WORK DAY**

A. Work Year:

The work year of employees covered by this Agreement will be set by the School Committee.

B. Work Day:

1. The workday of all employees will begin at the appointed hour of their assigned building and will be aligned with the student day, including a duty free lunch period consistent with the building lunch times. The School Committee reserves the right to make adjustments in the daily work schedule, including, but not limited to, the number of hours worked per day.
2. The daily starting and dismissal time for each employee will be scheduled by the Superintendent or the Superintendent's designee. Each employee will be at the paraprofessional's assigned building, prepared to work at the start of each scheduled day and will not leave the paraprofessional's assigned work station before the end of the paraprofessional's scheduled day.
3. All employees will be notified of their starting and dismissal time if it is to vary from the starting time of the building they are assigned to.
4. The Superintendent or designee may require all employees to attend staff meetings and/or training sessions. Under normal circumstances, employees will be notified of such meetings forty-eight (48) hours in advance. Employees will be paid their regular hourly rate in accordance with Appendix A for attendance at such meetings. In addition, an employee may attend teacher in-service meetings within the district where relevant to the paraprofessional's assignment, with pay.
5. This provision shall not be construed as guaranteeing any number of hours or days of work. Employees shall be available and report for days and hours of work as scheduled or required in their jobs.
6. Where the workday is extended due to late-returning field trips, the additional time will be compensated for in pay or time off to be determined within the discretion of the Superintendent. An employee who is denied an opportunity to accompany the paraprofessional's class or student(s) on a trip to avoid such added compensation shall be offered alternative work for the paraprofessional's regularly scheduled hours.

C. Work Week:

A work week is understood to commence on Monday and terminate on Sunday.

**ARTICLE IV**  
**I.C.E. PROGRAM**

(Insert local agreement)

**ARTICLE V**  
**NO-STRIKE NO-LOCKOUT CLAUSE**

During the term of this Agreement the Parties hereto agree that there shall be no strikes of any kind whatsoever; work stoppages; slow-downs; withholding of services; or interference or interruption with the processes or operations of the schools by any employees or the Association; and there shall be no lock-outs by the Employer.

Nor shall there be any strike or interruption of work during the term of this Agreement because of any disputes or disagreements between any other persons (or other Employers or Unions) who are not signatory parties to this Agreement.

Employees who violate this provision shall be subject to disciplinary action, including discharge; and any claim by either party against the other of a violation of this Article shall be subject to arbitration as provided for under Article IV of this Agreement.

**ARTICLE VI**  
**COMPENSATION**

**SECTION 1**

Each employee covered by this Agreement will be compensated at a straight time hourly rate for all work done during the first forty (40) hours in any given work week. All work performed in excess of forty (40) hours will be compensated at time and one-half. It is understood by the Parties that any and all compensation received under this Agreement, unless expressly stated otherwise, will be only for hours actually worked by the employee.

**SECTION 2**

Paraprofessionals who have served at least thirty (30) days in the district in the prior or current year shall be paid in an amount no less than the established teacher substitute rate, substitute pay as follows:

If the paraprofessional is selected by the Principal to serve as a substitute teacher and the paraprofessional subs for one (1) hour non-cumulative or one (1) high school

class period as a minimum will earn a twenty (20) dollar (\$20.00) payment, up to a maximum of forty (40) dollars (\$40.00) for three (3) hours or more for the day; there also must be one (1) hour non-cumulative or one (1) high school class period for the ETA substitute pay. The Principal shall have the sole discretion in selecting or not selecting a paraprofessional for use as a substitute and such selection or non-selection shall not be subject to the grievance procedure contained in this Agreement. A paraprofessional who serves as a substitute will only accrue seniority within the paraprofessional's unit while serving as a substitute.

In the event a paraprofessional has teacher certification, the *teacher substitute* rate shall be in accordance with school policy but no less than Five Dollars (\$5.00) higher than that for non-certified paraprofessional substitutes. In no case will the paraprofessional be paid less than the paraprofessional's rate as set forth in this Agreement. The principal or designee will attempt to select substitutes equitably whenever possible and in the best interests of students and their needs.

### **SECTION 3**

The supplemental payments referred to in Section 2 and 3 will be implemented with the following criteria and expectation:

- (a) No more than one such payment can be earned in one day; irrespective of the length or number of substitutions on that date;
- (b) Administration will develop a time sheet or other document by which paraprofessionals will apply for the payment; such form will identify such information as the teacher substituted for and the times of such substitution;
- (c) In order to qualify for the payment, the following criteria are to be met:
  - (1) The substitution assignment is to be outside the paraprofessional's normal responsibilities and duties;
  - (2) The paraprofessional is to have actually assumed the teacher's responsibilities and have engaged in the appropriate activity, the teacher being absent and not, for example, quickly available as would be the case were the employee to be conversing with an administrator in the corridor outside the classroom;

### **SECTION 4**

Employees shall have the option of choosing to be paid over 22 or 26 weeks, as available to other Committee employees on a bi-weekly basis.

## **SECTION 5**

### **Longevity:**

The sum of one hundred fifty dollars (\$150), based on completion of ten (10) years of continuous full employment, plus an additional one hundred fifty dollars (\$150) for each additional five (5) years of continuous full time employment, will be paid, to a maximum of seven hundred fifty (\$750) per year. The longevity payment will be made on the employee's anniversary date.

Paraprofessionals having an anniversary date between July 1 and November 30 will be paid their longevity payment on the first payroll in December.

Paraprofessionals having an anniversary date between December 1 and June 30 will be paid their longevity payment on the first payroll in June.

Full time employment will be defined as a minimum of twenty-five (25) hours per week. Notwithstanding any other provision of this Agreement should an employee who is now working twenty-five (25) hours per week or more be involuntarily transferred or reassigned to a position that is less than twenty-five (25) hours per week, the said employee shall suffer no derogation of eligibility or of benefits under this section.

## **SECTION 6**

All paraprofessionals shall receive their regular compensation for each of the following holidays:

Holidays: Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King Day, Presidents' Day, Patriots' Day, Memorial Day.

Juneteenth will be considered a paid holiday so long as the Juneteenth holiday falls within the school year and school is closed due to the Juneteenth holiday. To receive this compensation, employees must also work the next regularly scheduled workday following the holiday.

## **SECTION 7**

At the beginning of every school year, bargaining unit members will receive a pay calculation sheet. This sheet will contain the following information:

Current grade and step  
Weekly hours scheduled  
Hourly rate  
Longevity payment  
Annual salary

Employees will also be able to access information regarding eligible leave time electronically.

## **ARTICLE VII** **NOTIFICATION OF VACANCIES**

### **SECTION 1: (Vacancies Created During the School Year)**

Whenever a permanent paraprofessional or ETA vacancy or new position occurs during the school year, the Committee shall cause notice thereof to be emailed in all schools at the earliest possible date, but in any event sufficiently early so that any paraprofessional has at least five (5) school days to make written application. All email notices for permanent vacancies will state the school, grade level, department and number of hours to be worked. Changes in assignment within a school may be made at the discretion of administrator in charge, subject to the provisions of the contract.

### **SECTION 2: (Vacancies Created During the Summer)**

Notification of vacancies which occur during the summer will occur by the following process:

1. Paraprofessionals who desire to be notified on an on-going basis of vacancies that open during the summer must provide their e-mail address to the office of the Superintendent.
2. All paraprofessionals that have expressed a desire to receive an e-mail posting of summer vacancies shall receive e-mail notification via a "mass e-mail" that will be sent to paraprofessionals whenever a summer vacancy is to be posted. Employees shall have five business days to express interest in positions, three days for openings posted after August 15th.
3. Whenever a position opens up for which a paraprofessional expressed specific interest, the employee will be considered a candidate for that position. The Superintendent shall notify the Association president or designee and the Unit E chairperson of the vacancy.
4. This section applies only to inter-school transfer opportunities and does not apply to special education professionals moving between schools with their assigned child.

### **SECTION 3**

The Superintendent of Schools reserves the right not to fill any permanent vacancy until the start of the next school year. In such cases, the position may be filled on a temporary basis.



#### **SECTION 4**

After posting a vacancy, the Principal will fill vacancies with the approval of the Superintendent. If transfer is made during the school year and another opening is created, the opening will be posted pursuant to Section 1. If the new vacancy occurs during the summer, the notifications under Section 2 apply.

#### **SECTION 5**

Any paraprofessional whose position is eliminated shall whenever practicable be advised of said position elimination so that the employee may have an opportunity to express interest in the posted vacancies.

#### **SECTION 6**

It is the intent of the District to provide as much advance notice as possible regarding paraprofessional placement prior to the start of the school year. To this end, the District will strive to notify paraprofessionals of their next year's placement prior to the end of the school year.

#### **SECTION 7**

Educational Therapy Assistants will be appointed by mutual agreement between the School System and Unit E employee. No Unit E employee can be involuntarily assigned to an ETA position.

### **ARTICLE VIII** **JOB DESCRIPTIONS**

All paraprofessionals will be given copies of their job descriptions and copies of their job descriptions will be on file in their building principal's office.

### **ARTICLE IX** **SENIORITY**

Seniority is the length of continuous service at a job covered by the bargaining unit, within the South Hadley School System. Seniority shall begin on the date of permanent employment and shall not extend to temporary employees who are hired to complete a certain job, or for a pre-determined time period. However, should a temporary employee's period of temporary service be immediately followed by a permanent bargaining unit position, the temporary period of service will be added to the seniority of

the unit member. Time spent on leaves covered by this Agreement will count as continuous service.

A list, specifying the seniority of each member of the bargaining unit, shall be prepared by the Committee and made available to each member of the bargaining unit by December 1 of each year.

Disagreements over the seniority list shall be brought to the attention of the administration within thirty (30) days and will be subject to the grievance process. Individuals who fail to comply with this time frame will waive their rights under this provision and the seniority list becomes official as of the date of that posting. Henceforth, any new challenges to the seniority list will be confined to the time that has elapsed between official postings.

Seniority will be recorded and reported by date of hire including day, month, year.

## **ARTICLE X** **REDUCTION IN STAFF**

### **SECTION 1**

In the event of the necessity of reducing the number of employees in a position covered by this contract, the least senior employee in that position will be laid off first, provided, however, the employee retained possesses the necessary ability and qualifications to perform the available work.

### **SECTION 2**

Individuals laid off will have, from the effective date of layoff, a two (2) year right of recall for any openings within this bargaining unit. The effective date of the layoff will be defined as the first employee work day that the laid off employee would have normally been scheduled to work but for the layoff action or the first day for which the laid off employee receives unemployment compensation, whichever occurs sooner. The Superintendent will notify the laid off individuals within the recall period, by certified mail, of all openings for which they are qualified. Former paraprofessionals shall be given credit for all full-time prior service with the South Hadley Schools, providing they return to work within the recall period.

### **SECTION 3**

All benefits to which a paraprofessional was entitled at the time of layoff shall be restored in full upon re-employment within the recall period.

### **SECTION 4**

Laid off employees may continue group health and life insurance coverage during the recall period, by contributing 100% of the premium cost and provided the plan in force permits.

## **SECTION 5**

Recall will be in inverse order of layoff. The last reduced in force will be the first rehired, provided the individual possesses the necessary ability and qualifications to perform the available work.

## **SECTION 6**

Any declination of a job offered under this Article will terminate the employment of the individual and satisfy the School Committee's obligation under this Article, unless the employee is not qualified for or not physically capable to perform the job.

## **SECTION 7**

The employee shall, within fourteen (14) calendar days after receipt of notice of recall by certified mail and return receipt requested, file acceptance through return of a signed slip provided by the Employer of their intention to return or not to return by certified mail and return receipt requested. If such acceptance is not received by the Superintendent's Office at the end of fourteen (14) calendar days, it shall be considered a declination on the part of the employee, unless there are unusual extenuating circumstances approved by the Superintendent.

## **SECTION 8**

In the case of layoff or recall when two (2) or more employees have the same seniority and possess the necessary ability and qualifications to perform the available work, the employee(s) selected for layoff or recall will be determined by drawing names from a container. The employee to be retained or to be recalled will be the first name drawn.

## **SECTION 9**

Educational Therapy Assistants, based on their specialized training, are able to bump Paraprofessionals with less Unit E seniority. However, a Paraprofessional cannot bump an Educational Therapy Assistant for purposes of a layoff according to Article X, except if the Paraprofessional has ETA training and/or expertise necessary for the specific job assignment the employee is bumping into.

## **SECTION 10**

Student volunteers will not be utilized for the purpose of effecting a layoff of employees covered by this Agreement.

**ARTICLE XI**  
**EMERGENCY SCHOOL CLOSINGS**

Whenever school's opening is delayed, the paraprofessional will be paid for the paraprofessional's normally scheduled work hours, provided the employee reports on time for the delayed opening. Whenever school is dismissed early for inclement weather or other emergency, the paraprofessional will be paid for the paraprofessional's normally scheduled work hours.

**ARTICLE XII**  
**INSURANCE**

**SECTION 1: Medical Insurance**

The Committee will make available Blue Cross with Master Medical and Blue Shield or equivalent coverage for all eligible employees and their eligible dependents. The Employer will pay sixty percent (60%) of the cost of said plan, with the employee bearing the remaining cost.

**SECTION 2: Life Insurance**

All employees regularly scheduled to work twenty (20) or more hours per week shall be eligible to participate in group life insurance programs sponsored by the Town of South Hadley.

**ARTICLE XIII**  
**RETIREMENT**

In accordance with eligibility requirements of the retirement system, Paraprofessionals will continue to be entitled to participate in the Town's (County) retirement program.

**ARTICLE XIV**  
**LEAVES OF ABSENCE**

A. Sick Leave:

- (1) Sick leave days are, essentially, a form of insurance protection for the employees and are an inchoate right to compensation that does not vest in an employee until the employee has a bona fide sickness, preventing him/her from reporting for and performing the paraprofessional's duties. For all paid leave time, the employee will be paid for the hours the employee was scheduled to work. The Employer, upon request, will be furnished with proper medical certification when an employee is receiving sick leave pay, and the Employer feels certification to be warranted. Regular, part-time employees shall be credited with sick leave in proportion to the ratio of the employee's normal work schedule to that of a full-time employee. An employee will be entitled to personal sick leave earned at the rate of one and one-half (1 ½) days per month. Sick leave may accumulate up to a maximum of 184 days.
- (2) Illness shall also include illness of spouse and dependent children and dependent parents, but in no event will the School Committee pay more than ten (10) days of sick leave in any one (1) year under this section.
- (3) On October 15 of each school year, the amount of accumulated sick leave time will be provided to individual employees. Disagreements over the number of sick days an employee has accumulated shall be brought to the attention of the administration within thirty (30) days and will be subject to the grievance process. Individuals who fail to comply with this time frame will waive their rights under this provision and the reported total becomes official as of the date of that posting. Henceforth, any new challenges to the amount of accumulated sick leave will be confined to the time that has elapsed between official postings.
- (4) An employee with twenty (20) or more years of continuous full time service to the South Hadley School System may notify the Superintendent of the paraprofessional's intention to retire, and, if the employee so notifies the Superintendent in writing by December 1<sup>st</sup> of the prior year, unless the retirement is due to sickness or disability is entitled to a one time severance payment upon retirement as follows: five individuals are grandfathered under the prior contract provisions for the severance payments (provided they keep the 100 day accumulation at the time the benefit is received). The individuals are: 1. Paul Forester; 2. Lisa Crotty; 3. Theresa Ichihara; 4. Cindy Fleming; 5. Nancy Romeo.

Employees with 20 or more years of service will receive \$1,500; Employees with 15 or more years of service will receive \$1,000. To access this benefit

the employee must have a present accumulation of at least 100 days at the time the benefit is received. The severance payment is eliminated, and there is no buy back for employees hired after July 1, 2014. Said severance payment will not be considered regular earnings for purposes of statutory retirement contributions of benefits to be received under any statutory retirement program. To be eligible for this severance payment, the employee must have accumulated at least 100 days of sick leave at the time the written notice is served on the Superintendent.

B. Worker's Compensation:

Employees having sick leave credit, who are injured on the job and receiving Worker's Compensation, shall, upon request, be granted such sick leave allowance payment as well, when added to the amount of Worker's Compensation, result in the payment to them of their full salary in accordance with the provisions of Chapter 152 of the General Laws.

C. Bereavement:

Five (5) consecutive school days leave shall be granted without loss of pay or deduction from sick leave, immediately following the day of death on each occasion of death in the family including spouse, parent, child, brother or sister or any other person residing within the household of the teacher.

Three (3) consecutive school days leave shall be granted without loss of pay or deduction from sick leave, immediately following the day of death, on each occasion of death in the family, including, grandchild, grandparent or in-law.

One day leave shall be granted in the case of the death of the following relations of the employee: aunt, uncle, nephew or niece.

D. Temporary Leaves of Absences:

1. An employee, ordinarily, may receive a leave of absence without pay, for a period not to exceed twelve (12) months for valid reasons, excluding gainful employment, upon application to and approval by the Superintendent of Schools. This will include unpaid leave to further a paraprofessional's education. This application must be made a reasonable length of time in advance. One (1) extension, not to exceed thirty (30) days, will be granted if, in the opinion of the Superintendent of Schools, unusual circumstances warrant it, or if it is mutually advantageous to the School Department and the employee.
2. Employees who volunteer for and are offered a full time position as a Therapeutic Assistant shall have the right to up to a three year leave of

absence to take such assignment. The employee may return to the bargaining unit at the start of a school year during the three year period, but not thereafter. In the event the employee is returned to the bargaining unit during the school year, the Committee agrees not to layoff the paraprofessional's replacement. A decision by the Employer to remove the employee from the position shall not be subject to the grievance procedure, but a decision to deny the employee rights to return to the bargaining unit shall be subject to the grievance and arbitration procedure under this Agreement.

E. Parental Leave:

A parental leave will be granted an employee in accordance with the provision of Chapter 149, Section 105D of the Massachusetts General Laws. An employee may request, and the Superintendent may grant, a leave of absence for a period not to exceed six (6) months, and this period may be extended if, in the opinion of the Superintendent, circumstances warrant it, and it is mutually advantageous to the School Department and the employee.

F. Professional Conferences:

Upon approval of the School Committee, two (2) employees designated by the Association shall be granted up to two (2) days in a school year with pay to attend the annual ESP Conference and the annual meeting of the Massachusetts Teachers Association. The Association shall notify the School Committee at least ten (10) days in advance of such meeting. Such time off shall not be charged against sick leave or vacation pay. Tuition/registration cost for the meeting will be paid by the School Committee.

G. Court Leave:

Employees who are called for jury duty or are summoned on behalf of the School Committee, shall be granted court leave with pay. If the jury fees or witness fees exclusive of travel allowances, amount to less than the employee's regular rate of compensation, the employee will be paid by the School Committee an amount equal to the difference between them. Evidence of service and compensation shall be filed with the Superintendent. Payments for jury duty leave other than that required by or in behalf of the School Committee shall be limited to thirty (30) working days during the calendar year. The start of jury leave shall not be used as a COBRA qualifying date.

When an employee has been granted court leave and is excused by the proper court authority, the employee shall report back to the paraprofessional's official place of duty whenever the interruption in said service will permit four (4) or more consecutive hours of employment during the hours of the paraprofessional's normal tour of duty. Court leave without pay will be granted when an employee is

engaged in personal litigation having no connection with the paraprofessional's position as an employee of the School Committee.

H. Personal Leave:

1. Subject to at least twenty-four (24) hours prior notice, unless in an emergency, and prior approval of the Superintendent, personal days will be granted for the following reasons: personal, legal or family matters. The Superintendent, in granting such request, will require assurance from the paraprofessional that this business cannot be handled at any other time than during school hours. Two (2) days per year for such matters will be available and such days will not be deducted from sick leave and are not cumulative.
2. Employees who desire to be paid for religious leave must first use available personal days for such purpose and, thereafter with ten (10) days notice, may use up to two (2) accrued sick days for such purpose.
3. Unused personal days will convert into sick days at the end of each school year. Employees who wish to carryover up to one (1) unused personal day to the next academic year may do so by giving notice to administration, in writing, of their intent to do so by June 15th of the calendar year. If an employee hired before July 1, 2022 is no longer able to accrue more sick leave because they have reached the sick leave cap, the District will buy back their unused personal days for \$50.00 per day at the end of the school year.

Any employee who wishes to combine personal days must give at least one week of advance notice to administration for scheduling of a substitute.

I. Family and Medical Leave Act

Leaves under the provisions of this Agreement which are eligible for coverage under the Family and Medical Leave Act (FMLA) shall be regarded as both FMLA and contractual leave, and the more liberal provisions shall apply.

**ARTICLE XV**  
**TRANSFERS AND VACANCIES**

The Committee and the Association recognize that some transfers of paraprofessionals from one school to another are unavoidable. Therefore, they agree as follows:

- A. When a transfer of a paraprofessional is necessary, qualified volunteers will be transferred first.



- B. When involuntary transfers are necessary, a paraprofessional's length of service in the South Hadley School System will be considered to the extent that this consideration does not conflict with the instructional requirements and best interests of the School System.
- C. Whenever any involuntary transfer is made, a meeting will be held between the paraprofessional involved and the Superintendent or the Superintendent's designee at which time the paraprofessional will be notified of the reasons for the transfer. The paraprofessional will have the right to have an Association representative present at this meeting.
- D. A list of permanent vacant positions in other schools will be made available to all paraprofessionals being transferred. Consideration of an employee's ability, qualifications and length of service will be made before filling these vacancies to the extent that this consideration will not conflict with the instructional requirements and best interests of the School System.
- E. Notice of transfer will be given to paraprofessionals as soon as practicable.
- F. Paraprofessionals desiring a transfer will submit a written request to the Superintendent or the Superintendent's designee, stating the assignment desired. Such written requests must be submitted prior to April 1 of each school year in order to be considered for the next school year. Requests must be renewed each year.
- G. Before filling any permanent vacancy, transfer requests on file will be considered before filling the vacancy. When filling a vacancy, requests for transfer will be considered on the basis of ability, qualifications and length of service to the South Hadley School System.

**ARTICLE XVI**  
**PERSONNEL FILE**

Paraprofessionals will have the right, upon request to the Superintendent or the Superintendent's designee, to be granted an appointment to review the contents of the paraprofessional's personnel file and have copies made excluding confidential recommendations rendered upon initial employment.

Paraprofessionals will be entitled to have a representative of the Association accompany the paraprofessional during such review.

Whenever material relative to a paraprofessional's conduct, service, character, or personality is placed in the paraprofessional's personnel file the paraprofessional will

have the right to submit a written comment on such material and the paraprofessional's answer shall be reviewed by the Superintendent and attached to the file copy.

## **ARTICLE XVII** **EVALUATION PROCEDURE**

### **SECTION 1**

All monitoring or observation of the work performance of a paraprofessional will be conducted openly and with the knowledge of the paraprofessional. Employees will be given a copy of any evaluation report prepared by their superiors and will have the right to discuss such report with their superiors.

### **SECTION 2**

Any written complaints regarding any employee made to any member of the Administration by any parent, student, or other person will be called to the attention of the employee, within a reasonable period of time.

### **SECTION 3**

No paraprofessional will be disciplined, reprimanded, reduced in rank or compensated without just cause.

### **SECTION 4**

The performance of each member of this bargaining unit will be evaluated annually. The criteria, procedure and form to be used will be developed by the Superintendent of Schools. The Association will be advised of any contemplated changes in the evaluative criteria before said changes are implemented by the Superintendent.

## **ARTICLE XVIII** **POSITION IN SUMMER SCHOOL**

### **SECTION 1**

All positions in summer programs calling for the service of a paraprofessional will be emailed to the employees and to the Association.

### **SECTION 2**

In filling summer positions, consideration will be given to the paraprofessional's performance, attendance record and length of service in the South Hadley School System

and where performance and attendance records are relatively equal, length of service shall prevail.

**ARTICLE XIX**  
**TUTORING SERVICES**

1. The South Hadley Public Schools periodically has the need to provide tutoring services to students of all ages for a variety of medical and educational reasons.
2. When the tutoring services are required, the district wishes to maintain the flexibility of assigning paraprofessionals or ETAs to perform these duties.
3. When a paraprofessional or ETA is assigned a tutor a student or students outside of the borders of South Hadley, he or she will be paid mileage at the School Department rate.
4. Paraprofessionals and ETAs who are assigned tutoring responsibilities will be compensated an additional two dollars per hour added to their base hourly rate for the time tutoring.
5. The decision on placement will be made by the administration and may be reviewed as needed.

**ARTICLE XX**  
**NON-DISCRIMINATION CLAUSE**

The Committee, the Superintendent and Principals shall not unlawfully discharge or discriminate against any person with respect to promotion, assignment, or any other matter because of race, color, age, sex, gender identity, union membership or union activities, national origin, disability, pregnancy, pregnancy related condition, sexual orientation, religion and any other protected category, and all persons covered by the terms of this Agreement shall receive equal and full protection thereunder.

Neither the Committee, its agents nor any supervisory personnel shall discriminate against or discharge any employee because he or she has filed any grievance under this Agreement or instituted any proceeding under any State or Federal Statute relating to wages, hours, or conditions of employment.

**ARTICLE XXII**  
**ZIPPER CLAUSE**

The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement, and, therefore, agree that negotiations will not be

reopened on any item, whether contained herein or not, during the life of this Agreement, unless by mutual agreement of both Parties.

Except as may be agreed and signed between the Committee and the Union after the execution of this Agreement, neither the Union nor the Committee are bound by any side agreements or letters of understanding other than the Letter of Understanding attached to this Agreement.

### **ARTICLE XXIII NEGOTIATION PROCEDURE**

Prior to November 1 of the calendar year preceding the calendar year in which this Agreement expires, either Party may give written notice to the other that it desires to alter or modify this Agreement, and upon receipt of such written notice, the Parties agree to meet and confer for the purpose of negotiating a new Agreement.

### **ARTICLE XXIV DURATION**

This Agreement shall be in full force and effect from July 1, 2022 to June 30, 2025. Provided, however, if negotiations for a Successor Agreement are not completed by June 30, 2025, the provisions of this Agreement will remain in full force and effect until said Successor Agreement is executed.

### **ARTICLE XXV PROBATIONARY PERIOD**

The first year of an employee's employment will constitute a trial period during which no transfer, layoff, suspension, discipline or discharge shall be deemed a violation of this Agreement. This provision shall not affect seniority rights nor shall it affect eligibility for benefits under the contract.

### **ARTICLE XXVI PROFESSIONAL DEVELOPMENT**

An employee may, upon written request to the Principal and Superintendent and approval therefrom, be granted leave to attend specific conferences, seminars or workshops conducted for professional improvement. Such approval by the Principal and Superintendent will be based on the expected benefits to the South Hadley School System.

Professional development activities will be offered to unit members. The professional development activities will be determined by input given by both Unit E members and administration. A member of Unit E will be designated to participate in the district wide professional development committee.

Additional professional development activities may be offered on a voluntary basis. Unit E members will be compensated at their daily rate (pro-rated for half-days), when participating in district held professional development activities.

All members of Unit E will be mandatorily required to attend all professional development at contracted hourly rates.

**ARTICLE XXVII**  
**JOINT LABOR-MANAGEMENT COMMITTEE (JLMC)**

A Joint Labor-Management Committee (JLMC) will be formed with equal members from the Committee/Administration and the Association. This Committee will be used to facilitate and open dialogue over issues of concern. Both the district and Union can bring issues and speakers to the concerned issue. The Committee will meet at least quarterly to discuss on-going concerns, share discussions with the school committee if the concerns are within their purview. The committee will consist of designated union members, district assigned members and school committee representative.

**ARTICLE XXVIII**  
**HEALTHY ENVIRONMENT**

Healthy Environment – The district will provide a safe and healthy workplace environment including water, air quality and work space conditions such as heating and cooling. Any other environmental health related concerns of the Association will be addressed by the superintendent and school committee. All testing and results should be shared with the Union.

IN WITNESS WHEREOF, the Parties hereto set their hands and seals as the day and year first above written.

  
\_\_\_\_\_

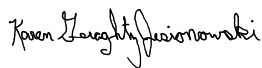
South Hadley Education Association

Date 3/28/2023

  
\_\_\_\_\_

South Hadley School Committee

Date 3/29/2023

  
\_\_\_\_\_

Unit E Negotiation Chair Date 4/12/2023

**APPENDIX A**  
**SALARY SCHEDULE**  
**2022-2023**

<b><u>STEPS</u></b>	<b><u>HS</u></b>	<b><u>HQ</u></b>	<b><u>AA</u></b>	<b><u>BA</u></b>	<b><u>ETA/Reading Tutors</u></b>
1	\$15.44	\$15.75	\$16.06	\$16.39	\$22.98
2	\$15.83	\$16.14	\$16.47	\$16.80	\$23.55
3		\$16.55	\$16.88	\$17.22	\$24.14
4		\$16.96	\$17.30	\$17.65	
5		\$17.38	\$17.73	\$18.09	
6		\$17.82	\$18.18	\$18.54	
7		\$18.26	\$18.63	\$19.00	
8		\$18.72	\$19.10	\$19.48	
9		\$19.19	\$19.57	\$19.96	
10		\$19.67	\$20.06	\$20.46	
11		\$20.16	\$20.56	\$20.98	

**2023-2024 (2% - Delete Step 1, Add New Stop Step)**

<b><u>STEPS</u></b>	<b><u>HS</u></b>	<b><u>HQ</u></b>	<b><u>AA</u></b>	<b><u>BA</u></b>	<b><u>ETA/Reading Tutors</u></b>
1	\$16.14	\$16.46	\$16.80	\$17.14	\$23.44
2	\$16.55	\$16.87	\$17.22	\$17.56	\$24.03
3		\$17.30	\$17.65	\$18.00	\$24.63
4		\$17.73	\$18.09	\$18.45	
5		\$18.17	\$18.54	\$18.91	
6		\$18.63	\$19.01	\$19.39	
7		\$19.09	\$19.48	\$19.87	
8		\$19.57	\$19.97	\$20.37	
9		\$20.06	\$20.47	\$20.88	
10		\$20.56	\$20.98	\$21.40	
11		\$21.07	\$21.50	\$21.94	

**2024-2025 (2.5%)**

<b><u>STEPS</u></b>	<b><u>HS</u></b>	<b><u>HQ</u></b>	<b><u>AA</u></b>	<b><u>BA</u></b>	<b><u>ETA/Reading Tutors</u></b>
1	\$16.55	\$16.88	\$17.22	\$17.57	\$24.03
2	\$16.97	\$17.31	\$17.65	\$18.01	\$24.63
3		\$17.74	\$18.09	\$18.46	\$25.24
4		\$18.18	\$18.55	\$18.92	
5		\$18.64	\$19.01	\$19.39	
6		\$19.10	\$19.49	\$19.88	
7		\$19.58	\$19.97	\$20.37	
8		\$20.07	\$20.47	\$20.88	
9		\$20.57	\$20.98	\$21.40	
10		\$21.09	\$21.51	\$21.94	
11		\$21.61	\$22.05	\$22.49	