



AGREEMENT BETWEEN

THE GATEWAY REGIONAL SCHOOL COMMITTEE

AND THE

**GATEWAY EDUCATION ASSOCIATION
INSTRUCTIONAL ASSISTANTS - UNIT D**

AUGUST 15, 2023 THROUGH AUGUST 14, 2026

ARTICLE ONE RECOGNITION

The Gateway Regional School Committee (hereinafter referred to as the Committee or the Employer) recognizes the Gateway Education Association - Instructional Assistants - Unit D (hereinafter referred to as the Association or the Employee as the exclusive bargaining agent for the purpose of collective bargaining as defined in Chapter 150E of the General Laws of the Commonwealth. The collective bargaining unit shall consist of: Instructional Aides, Clerical Aides, Special Needs Aides, and any other aides employed in the Gateway Regional School System hereafter referred to as "paraprofessionals," excluding any employee working less than 20 hours from the bargaining unit.

ARTICLE TWO NEGOTIATION PROCEDURES

- A. Not later than September 15 of the year prior to the expiration of this Agreement, the Committee agrees to negotiate with the procedure set forth herein in a good faith effort to reach agreement concerning paraprofessionals' wages, hours, and other conditions of employment.
- B. The Committee will make available to the Association pertinent information required for the accurate gathering of District personnel data. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.
- C. If the negotiations described in this Article II have reached an impasse, the procedures described in Massachusetts General Laws, Chapter 150E, Section 9, as amended from time to time, will be followed.
- D. Subject to the provisions of this Agreement, hereinafter provided, the wages hours, and other conditions of employment in effect as written policy of the District on the effective date of this Agreement, and applicable to the employees covered by this Agreement, shall to be so applicable.

ARTICLE THREE GRIEVANCE PROCEDURE

Should any differences arise between the Committee and the Association or any of its members involving the interpretation, or application of, or the failure to comply with, or the alleged violation of the terms and provisions of this Agreement, such differences shall be settled in the following manner:

- Step 1 Between the paraprofessional (and a representative of the Association at the paraprofessional's option) and the supervisor or principal involved. The grievance must be presented in writing within fifteen (15) school days of the date on which it first arose. The grievance must cite the specific articles and sections of the Agreement, which were allegedly violated.
- Step 2 The principal shall arrange a meeting within five (5) school days of the receipt of the written grievance, between the grievant, representatives of the Association and the principal. The principal shall answer the grievance in writing within five (5) school days of the meeting, and if the answer is not satisfactory to the Association, it may be submitted to the superintendent within five (5) school days.
- Step 3 The superintendent shall arrange a meeting within five (5) school days of the receipt of the written grievance, between the Association and the superintendent. The superintendent shall

answer the grievance in writing within five (5) school days of the meeting, and if the answer is not satisfactory to the Association, the grievance may be forwarded to the school committee within five (5) school days of the receipt of the superintendent's answer.

Step 4 The superintendent shall arrange for a meeting between the school committee and the Association at the next regularly scheduled school committee meeting that would comply with posting requirements or sooner. The school committee shall give its answer in writing within five (5) school days of its meeting, and if the matter is not settled satisfactorily between the school committee and the Association, the Association may submit the matter to arbitration within fifteen (15) school days of the receipt of the school committee written answer. If the demand for arbitration is not filed within fifteen (15) school days of the date of the school committee's reply, then the grievance will be deemed withdrawn.

Step 5 The Arbitrator shall be chosen from a list of arbitrators submitted to the parties by the American Arbitration Association.

The Arbitrator shall be bound by items jointly submitted in writing by both parties of the grievance.

The Arbitrator's decision shall not extend beyond the submission nor alter or modify the provisions of the Agreement, nor shall the Arbitrator render a decision, which shall impinge upon any rights and duties reserved to the Committee.

The decision of the Arbitrator shall be final and binding on both parties.

The expense of the Arbitrator shall be borne equally by both parties.

Pending the final resolution of any complaint, the paraprofessional shall comply with the instructions of the department chairman, or similar supervisor, principal, or assistant principal, director, superintendent, or school committee.

Provided both parties agree, Step 1 and Step 2 may be bypassed and the matter brought directly to Step 3 or Step 4.

If in the judgment of the Association a grievance affects a group or class of paraprofessionals being supervised by more than one (1) principal, the Association may submit such grievance in writing to the superintendent directly and the processing of such grievance will be commenced at Step 3. The grievance must be presented in writing within fifteen (15) school days of the date on which it first arose. The grievance must cite the specific articles and sections of the Agreement, which were allegedly violated.

A class action grievance is a grievance filed by the Association on behalf of a group or class of paraprofessionals. A group is defined as two or more paraprofessionals.

Grievances filed at the end of the school year shall be processed according to the above procedure on days when the central office is in business rather than school days.

ARTICLE FOUR COMPENSATION

Employees will be compensated on the bi-weekly payroll of the school district. Direct deposits of paychecks will be mandatory for all members of Unit "D". Each payroll will consist of hours worked between the previous time period for which the employee received compensation and the Friday prior to the current payroll.

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.

ARTICLE FIVE PERSONNEL FILE

- A. Any employee shall have the right to be granted an appointment to inspect their personal folder and make copies of such contents and records as concerns them. Confidential recommendations rendered upon initial employment are excluded. The administration and employee reserve the right to have a witness in attendance at the appointed time of inspection.
- B. Any valid written complaint regarding a paraprofessional made to the building principal or superintendent by a parent or other adult will be promptly called to the attention of the paraprofessional.

ARTICLE SIX WORK YEAR AND WORK DAY

The work year for paraprofessionals shall consist of all student days

The principal may require paraprofessionals to attend up to one (1) mandatory faculty meeting every two (2) weeks with pay; the length of such meeting shall not exceed ninety (90) minutes.

The work day for the paraprofessionals shall be at the paraprofessional's assigned building. No paraprofessional employed by the District as of the date of execution of this contract shall (a) have their hours of work reduced or eliminated due to the hiring of a paraprofessional who works less than four and one-half (4 1/2) hours a day or (b) have their job split between two or more paraprofessionals.

Paraprofessionals employed by the District as of the date of execution of this contract who are members of the District's health insurance program shall not have their weekly hours of work reduced to less than the number of hours required to remain a participant in the plan by reason of the hire of a paraprofessional to work less than four and one-half (4 1/2) hours a week.

The daily starting and dismissal time will be scheduled by the building principal. Each employee will be notified in writing of their starting and dismissal time of the building they are assigned to.

Each employee will receive a fifteen (15) minute duty-free period and a thirty (30) minute duty-free lunch period if they work more than four (4) consecutive hours.

Paraprofessionals will be required to attend professional staff workshops and/or training sessions on teacher in-service days, including the two in-service days prior to the start of school, early release days, and late start days with pay. Individual paraprofessionals who request this requirement to be waived, may be excused, without pay, upon approval of the building principal. During professional development times, the District will endeavor to provide training that is appropriate for paraprofessionals, including in the areas outlined in Article Twenty-Two.

Employees will be paid their regular hourly rate in accordance with Article Twenty-One - Salary for attendance at such workshop/training sessions. Employees will be paid their regular, hourly rate in accordance with Article Twenty-One for work on days lengthened by field trips, including overnight trips, up to a maximum of 10 (ten) additional hours per day above their daily work hours. If field trips extend to a weekend day, employees will be paid up to the equivalent of one work day plus an additional ten (10) hours for that day for the hours worked.

Employees assigned as a one to one for an overnight field trip who do not get uninterrupted time to sleep due to the significant, ongoing and demanding needs of their assignment may be compensated for up to 24 hours per day upon verification and approval by the Pupil Service Director and the Superintendent.

Employees that attend field trips that expand beyond the regular work day will need to obtain prior approval from the school principal. ESPs working 1:1 or with other higher-needs students should complete a "SPED Pay Request Form". All other ESP's should complete a "time request form". Both should be submitted to the building principal for approval.

ARTICLE SEVEN TRANSFERS AND VACANCIES

Job Posting – All vacancies in the bargaining unit which the Committee determines to fill shall be posted in each school for not less than seven (7) calendar days. The Employer agrees to create a simplified application process for internal applicants. The Association will be notified of all new hires in the bargaining unit. If a vacancy occurs during the summer, a copy of each job posting shall be mailed to the president of Unit D or their designee.

If the successful applicant is an internal candidate, the internal applicant will be given a trial period up to twenty (20) working days in the new position at the applicable rate of pay. If, during the trial period, the principal determines that the employee is not qualified to perform the work, they shall be returned to their old position and rate.

The superintendent or their designee reserves the right to transfer paraprofessionals from one site to another if it is deemed in the best interest of the District to do so. Any employee being transferred will receive written notice of the transfer as soon as the decision has been made.

Whenever the transfer of an employee is necessary, a meeting between the employee and the superintendent or their designee may be requested at which time the employee will be notified of the reasons for the transfer. The employee will have the right to have an association representative at this meeting.

A list of vacant positions in other schools in the district will be made available to all paraprofessionals being transferred via a posting.

ARTICLE EIGHT PROBATIONARY PERIOD/JUST CAUSE

All new employees will be placed on a six (6) month probationary period. During the six (6) month probationary period employees may be terminated for any reason, and such termination is not subject to the grievance procedure and is not arbitrable.

No employee who has completed their probationary period will be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause.

Disciplinary actions shall be given by the principal of each school subject to the approval of the superintendent of schools in accordance with the Educational Reform Act of 1993.

ARTICLE NINE

ASSIGNMENTS

- A. Paraprofessionals will be notified by June 15th, if possible, that the District intends to employ them for the coming year. Paraprofessionals shall be notified in writing as soon as practicable, but not later than August 7, of hours of work and the nature of the assignment. Should a change in assignment be made after August 7, the building principal shall notify the paraprofessional in writing/Email.
- B. Employees will not be assigned, except temporarily, outside the scope of their salary lane.
- C. Each paraprofessional will be provided with a written job description upon initial employment.
- D. The Committee agrees that the administration will consult with the paraprofessionals involved prior to making changes or transfers in assignments. Paraprofessionals transferred to a different building or grade level shall be given one week's notice. Paraprofessionals moved to a different assignment after the beginning of the school year shall not have their hourly wage reduced for the duration of the school year provided that they were fulfilling the requirements of that salary lane in their previous position. Any transfer will be made only for the good of the school system and shall not be made for arbitrary, capricious, or punitive reasons.

ARTICLE TEN SUMMER SCHOOL

When a Summer School Program is offered in the Gateway Regional School District and requires the services of a paraprofessional, said position will be posted in accordance with Article VIII and District paraprofessionals will be given consideration for the position. If a paraprofessional is assigned to a special education student who requires special education services in the summer as part of the student's Individual Education Plan, the School District will give first consideration to the paraprofessional who is ordinarily assigned to the student. If the requirements contained in Article 21, lanes apply to a paraprofessional work assignment during the summer and/or before and after-school sponsored programs, the paraprofessional will receive the salary stated in that lane. Such paraprofessional(s) will receive July 4th as a paid holiday provided the requirements contained in Article 14, Section A are met. Paraprofessionals working during the summer, as per above, may use accrued sick leave, bereavement leave (if applicable) and/or personal days."

ARTICLE ELEVEN CONDITIONS OF EMPLOYMENT - LEAVES OF ABSENCE

A. Sick Leave

1. It shall be the duty of the employee, in time of illness, to notify their immediate supervisor as one hour before shift begins except in cases of emergency, that they will be unable to attend to their duties.

A first year employee shall be credited with sick leave with pay at the rate of one and one-half (1 ½) days for each month served up to a maximum of fifteen (15) days in any one school year. Sick leave credit will begin on the first day of the month in which the employee is employed. Thereafter, each paraprofessional will be credited with fifteen (15) days on July 1 of each year. Sick leave shall be accumulated to a maximum of one hundred eighty-four (184) days.

The administration may require a paraprofessional to provide a physician's certificate after the paraprofessional has used five (5) consecutive days of sick leave, if there is a pattern of

sick leave use, if abuse of sick leave is suspected, or in accordance with the F.M.L.A. of 1993. In the event of a pattern of sick leave use and/or if abuse of sick leave is suspected, the administrator shall give prior notice to the paraprofessional that a physician's certificate would be required upon any further use of sick leave.

Attendance Incentive

The following payments will be made on the last pay period in August to paraprofessionals who have used no more than the following number of sick leave days from September 1st through the summer session:

Sick Leave Days Payment

0	\$500
1	\$400
2	\$300

A paraprofessional who has an accumulated sick leave exceeding 75 days as of June 30th of the prior school year shall be eligible to receive vacation pay of one (1) day. A paraprofessional, who has an accumulated sick leave exceeding 100 days as of June 30th of the prior school year, shall be eligible to receive vacation pay of four (4) days. A paraprofessional, who has an accumulated sick leave exceeding 125 days as of June 30th of the prior school year, shall be eligible to receive vacation pay of five (5) days. A paraprofessional who has an accumulated sick leave exceeding 150 days as of June 30th of the prior school year shall be eligible to receive vacation pay of six (6) days. These days may only be used during school vacation periods and are not cumulative.

Each employee shall be informed at the beginning of each school year as to the number of sick leave days they have accumulated. A paraprofessional upon retirement, or their estate upon their death, who has completed the following years of service shall be paid for accumulated and unused sick leave as follows:

<u>Years of Service</u>	<u>Days of Sick Leave</u>
15	50
20	62
25	70
30	78
35	90

In order to qualify for this benefit upon retirement, a paraprofessional must notify the superintendent of schools by January 1 of the prior school year of such retirement intentions to be effective in June of the next school year.

Sick leave days shall not be transferable.

2. Sick Bank

An employee may voluntarily contribute up to three (3) of that employee's sick leave days during each year of a contract term to a sick leave bank, except that no contribution may be made by an employee who has accumulated less than fifteen (15) sick leave days as of June 30 of the prior school year, with the exception of first year employees who may contribute at the end of their first year if they have accumulated ten (10) sick leave days as of June 30 or any long-term chronic illness documented by appropriate medical information.

An employee who does not contribute to the sick leave bank may not be eligible to use the sick leave bank. An employee who has used all of their sick leave days may request to use sick leave days contributed to the bank (bank days) as outlined below:

- a. The employee requests that the Union petition the School Committee to permit that employee to use up to fifteen (15) bank days.
- b. The Union considers the request and determines whether to petition the School Committee.
- c. If the Union decides to petition the School Committee, an ad hoc Sick Leave Bank Committee, comprised of one (1) School Committee member or their designee, two (2) members of the Union, and one (1) central office administrative representative. The ad hoc Sick Leave Bank Committee will decide by majority vote whether to grant the petition.
- d. The decision of the Sick Leave Bank Committee is not subject to grievance or arbitration.
- e. A granted petition may be renewed once up to fifteen (15) bank days in the same manner as an original request.

Each employee request or renewal request must be accompanied by a statement from a physician describing the employee's illness or injury.

No decision made hereunder by the School Committee, or its designee, is subject to the grievance and arbitration procedure set forth in Article Four.

B. Bereavement Leave

Up to five (5) days at any one time to arrange for and attend a funeral in the event of death of the paraprofessional's spouse, life partner, parent, step-parent, legal guardian, child, step-child and up to three (3) days at any one time to arrange for and attend the funeral in the event of death of the employee's brother, step-brother, sister, step-sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparents and grandchildren.

Similar leave of one (1) day will be granted in the event of the death of other members of the paraprofessional's family including aunt, uncle, niece, nephew and 1st cousin. In the event of death of other persons as close as family, one (1) day may be granted at the discretion of the superintendent of schools.

Notwithstanding paragraph 1 and 2, an employee shall not be eligible to receive leave under this article for the period of time that the employee is receiving worker's compensation benefits, or while on an unpaid status.

C. Personal Leave

An employee shall be entitled to two (2) personal leave days per school year for necessary personal business. Written notice of this is to be furnished to their immediate supervisor twenty-four (24) hours in advance, except in emergency. Personal leave is non-accumulative.

A total of one (1) personal day may be taken from May 1st through June 30th of any one (1) year, and any exception to these conditions will be at the sole discretion of the superintendent of schools. The superintendent of schools must approve any personal days taken before or after a holiday or scheduled school vacation in advance. At the end of each school year paraprofessionals with unused personal days will be compensated at a rate of \$100 (one hundred dollars) per unused day.

A request to utilize unpaid leave must be submitted on the appropriate form to the principal at least twenty-four (24) hours in advance of the leave, except in cases of emergency. Unpaid leave requests are subject to the prior approval of the principal based upon operational considerations.

Unpaid leave requests will not be granted if the paraprofessional has any available personal days remaining. Unpaid leave may not be taken on the work day before or after a holiday and/or school vacation break, unless approved by the superintendent in their sole discretion. No more than five (5) days of unpaid leave may be granted per professional in a particular school year.

D. FMLA/MPLA

The Committee shall abide by the provisions of the Family and Medical Leave Act (FMLA), and M.G.L. c. 149, § 105D (the so-called Massachusetts Parental Leave Act (MPLA)). The Committee's policies regarding the above-referenced laws will be posted in each administrative office.

Leaves eligible under FMLA and MPLA shall run concurrently with any contractual leave, and the more liberal of the provisions shall apply.

E. Jury Duty

The Committee agrees to make up the difference in an employee's wages between a normal week's wages and compensation received for jury duty, exclusive of travel or any other allowances.

If an employee is notified that they may be called for jury duty, they must notify their supervisor immediately, and provide a copy of the juror notification. Employees are expected to keep their supervisor informed of all communications regarding their service as a juror so that plans may be made for covering such absences. In order to receive compensation, an employee must provide their supervisor with a juror service certificate showing proof of juror service for those days.

The superintendent, in their sole discretion, may grant an unpaid or paid leave to an employee who has been subpoenaed to attend court proceedings unrelated to the employee's employment with the District. If the employee is granted a paid leave (not to be deducted from an employee's accumulated leave time), the cost of providing a substitute during the employee's absence will be deducted from the employee's pay. The superintendent's decision is not subject to the grievance procedure and/or arbitration.

F. Workers' Compensation

An employee on Workers' Compensation will be compensated in compliance with M.G.L. Chapter 152, Section 69.

The District will maintain workers' compensation for its employees. The District will pay paraprofessionals who are on workers' compensation as the result of an injury arising during the course of employment with the Gateway Regional School District, the difference, out of sick leave accrual, if applicable, between any workers' compensation payment received and the paraprofessional's full rate of pay.

G. Leave of Absence

A paraprofessional may be granted up to a one (1) year leave of absence for personal reasons following written notice to the superintendent or their designee. Upon completion of the leave, the paraprofessional shall be returned to a position within the bargaining unit. If the paraprofessional would have been laid off or terminated had they not been on leave of absence,

the paraprofessional shall be laid off or terminated upon return from leave of absence. (Accordingly, to the terms of Article Sixteen)

While on leave, the paraprofessional shall maintain their seniority and salary step level, as it was at the time the leave commenced.

An employee on an unpaid leave of absence must notify the superintendent of schools by January 1 of their intention to return to the system for the succeeding year.

H. Association Days

The Committee agrees to allow two (2) Association officers one (1) paid day each per year to attend state and/or national association meetings and conferences on a professional-day basis.

ARTICLE TWELVE PAYROLL DEDUCTIONS

The Committee agrees to authorize the treasurer to take the following deductions when properly authorized by the employee:

1. The Gateway Education Association - Instructional Assistants Unit D
2. The Polish National Credit Union
3. Tax Sheltered Annuities
4. Health Insurance
5. Life Insurance
6. Dental Insurance

Deductions other than for life insurance and tax annuities shall be made equally in each of the first two paychecks of each month. Exceptions to this would be agreed upon between Association and District, if payroll warrants this change.

Individual changes shall be normally confined to the months of September and February. This does not preclude the individual from making changes in the event of emergency, or upon conclusion of a new contractual agreement with a credit union.

ARTICLE THIRTEEN GROUP INSURANCE

The Committee authorizes seventy percent (70%) of the premium payment of the Blue Cross/Blue Shield P.P.O. plan of the type presently available to paraprofessionals. The employer contribution to the H.M.O. plan will be seventy-five percent (75%) with the employee contributing the remaining twenty-five percent (25%). An employee must work a minimum of twenty (20) hours per week to be eligible for Blue Cross/Blue Shield and Life Insurance benefits.

Health Insurance for Retirees: Employees, as of September 1, 2006, will be entitled to participate in the District's offering of group health insurance for retirees. The plan will commence on August 31, 1999, and the employer contribution will be 50% of the premium with the employee contributing the remaining 50%. If the employee is not on the District's health insurance plan at the time of the retirement, they will not subsequently be able to participate in the retiree health insurance plan. A surviving spouse of a retiree may continue on the group health insurance plan provided the surviving spouse contributes 100% of the cost of the premiums until such time as the surviving spouse is eligible for social security benefits.

When the employee is eligible for Social Security benefits, the employee will no longer be able to participate in the District's health plan offering for retirees. At this time the employee will be eligible to receive from the District a 50% contribution of the premium for any supplemental coverage including Medex Gold. A surviving spouse, who seeks supplemental coverage, including Medex Gold, will be required to pay 100% of the premium cost.

The district shall establish, keep records of and deduct money for a Section 125, also known as a cafeteria plan, for health and life insurance only, for all association members. It is agreed that there will be no expense or charge to association members by the district, or its designee for participation in said plan.

The parties agree to create a Health Insurance Advisory Committee. The bargaining unit will have one (1) member on the Committee. The purpose is to meet periodically during the course of the year to review health insurance options and to make recommendations to the school committee.

ARTICLE FOURTEEN SCHOOL CLOSINGS/PAID HOLIDAYS

A. Paid Holidays

The following are to be regarded as paid holidays:

Labor Day	Christmas Day
Columbus Day	New Year's Day
Veterans' Day	Martin Luther King Day
Thanksgiving Day	Good Friday
Day After Thanksgiving	Memorial Day
July 4 th (refer to Article Eleven)	

An employee must actually work the scheduled work day immediately preceding and immediately following the holiday unless the employee is excused from work by their immediate supervisor after reporting to work or the employee submits a doctor's certificate verifying illness on the scheduled work day prior to or after the holiday. For paraprofessionals working the summer program, the last scheduled day of school in June and the first day of the summer program will be considered the scheduled work day immediately preceding and immediately following the July 4th holiday. If school is in session on Good Friday, then the Good Friday holiday becomes a floating holiday.

If the day before Thanksgiving is a half ($\frac{1}{2}$) school/student day, paraprofessionals must actually work the half ($\frac{1}{2}$) day on the day before Thanksgiving in order to receive one-half ($\frac{1}{2}$) holiday pay for the day before Thanksgiving break.

If the day before the December holiday break is a half ($\frac{1}{2}$) school/student day, paraprofessionals must actually work the half ($\frac{1}{2}$) day on the day before December holiday break in order to receive one-half ($\frac{1}{2}$) holiday pay for the day before the December holiday break.

B. Emergency School Closings

Whenever a school is closed because, in the opinion of the superintendent of schools or their designee, a threat to life or a health hazard exists and the faculty and students are sent home, paraprofessionals in that building will also be released without loss of pay.

C. Storm Days

Paraprofessionals will not be expected to report for work on days when students do not attend due to snow/ice, storm related conditions, or other hazardous conditions as determined by the Superintendent.

If a storm erupts during the work day and progresses in intensity, paraprofessionals may be released before traveling becomes hazardous. Said release is to be determined by the superintendent of schools or their designee. If on days, paraprofessionals arrive or leave their jobs at a time which is either earlier or later than normal, a full day's pay will be granted.

**ARTICLE FIFTEEN
SENIORITY**

In the event it becomes necessary to reduce the number of employees in the Gateway Paraprofessionals' Association, the employee whose position is eliminated shall:

- A. Replace the employee with the least seniority (seniority means length of active service in years, months, and days in the Gateway Regional School District). If the least senior employee has received specialized training and qualifications for a higher lane, then the employee being bumped may bump the next least senior employee who does not have specialized training and the necessary ability and qualifications to perform the available work in a higher lane. For example, a paraprofessional receiving the Stipend in lane "3" in the salary table could not be replaced by a more senior paraprofessional who does not possess the necessary training ability and qualifications for placement in lane "3". In cases where both paraprofessionals have specialized training, the paraprofessional with the most specialized training, ability and qualifications regardless of seniority (higher lane), will not be replaced by a paraprofessional with more seniority but less specialized training, ability and qualifications (lower lane).
- B. Paraprofessionals who have been laid off shall be entitled to recall rights for a period not to exceed two (2) years, or after first refusal whichever is shorter.

A list specifying the seniority of each paraprofessional of the District shall be prepared by the District, and forwarded to the President of the Association. Updated lists will be provided annually upon written request in subsequent years.

- C. Paraprofessionals will be informed of reasons for dismissals and will have the right to appear before the School Committee within thirty (30) days of receipt of a dismissal if they desire to do so. This remedy shall be limited to an appearance before the Committee and shall not constitute the basis of a grievance unless the Committee refuses to allow such an appearance as is provided herein or fails to provide the letter called for in this subsection. This section is not intended to affect rights provided in other sections of the Contract.

**ARTICLE SIXTEEN
EVALUATIONS**

Non-probationary period employees in the unit shall be evaluated by administration twice per year - once in the first five (5) month period of the school year and once in the second five (5) month period. Building based paraprofessionals will be evaluated by building based administration. Paraprofessionals assigned to District programs (i.e. vision, pre-k) will be evaluated by District administration.

Prior to entering the evaluation in the employee's personnel record, the employer shall make a copy available to the employee, who may discuss it with the evaluator, should the employee so request. The signature line shall have near it language which states, "my signature indicates I have read the above, but does not indicate approval or disapproval." An employee, who, after discussing the evaluation with the evaluator, still finds portions of the evaluation unacceptable, may attach a written response in their personnel file to such portions. In no case will evaluations be carried out by bargaining unit employees.

In the event the employee refuses to sign the evaluation, the employer will indicate on the evaluation that the employee refused to sign the evaluation. The evaluation will then be entered in the employee's personnel file.

ARTICLE SEVENTEEN EMPLOYEE PROTECTION CLAUSE

Employees will immediately report all cases of assault suffered by them in connection with their employment to the principal of their school in writing.

Such report will be forwarded to the superintendent of school's office.

The Committee will comply with requests from the employee for information in its possession relating to the incident or the persons involved.

ARTICLE EIGHTEEN GENERAL

- A. There will be no reprisals of any kind taken against any paraprofessional by reasons of their membership in the Association.
- B. The Committee will provide each paraprofessional, including new hires, with a copy of the Agreement. The cost of printing this Agreement shall be borne equally by both the Association and the Committee.
- C. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provision or applications will continue
- D. The Association will have the right to use school buildings for Association meetings without cost at reasonable times. Prior to building use, the Association must file a request using the District's online facility software. This request must be approved by the building principal and central office.
- E. Non-Discrimination - The parties of this Agreement agree that they shall not discriminate against any person because of race, creed, color, national origin, religion, sexual orientation, gender identity, pregnancy and pregnancy related conditions, sex or age, in compliance with Federal Title IX, Massachusetts Chapter 622 or handicap in compliance with Section 504 and that such persons shall receive the full protections of this Agreement.

ARTICLE NINETEEN UNION DUES

During the life of the Agreement and in accordance with the terms of the form of authorization of check-off of dues hereinafter set forth, the Committee agrees to deduct Union dues levied in accordance with the constitution of the Union from the pay of each employee who executes or has executed such form and remit the aggregate amount to the treasurer of the Union along with a list of employees who have had said dues deducted. Such remittance shall be made by the 10th day of the succeeding month.

The Union will be solely responsible for enforcing the provisions of this Article. The Committee will not be responsible to enforce any provisions of this Article.

The Union will indemnify, defend and hold harmless the Committee against any and all claims, actions or lawsuits of any kind or description, whether at law or in equity, and whether based on statute, constitution or common law, made or instituted against the Committee or its agents, employees or administrators, resulting from this Article. Specifically, the Union will have no right of actions, by way of contribution, counterclaim or other basis against the Committee. Should any administrative agency or court of competent jurisdiction find the Committee liable for any damages as a result of this Article, the Union will pay any and all of those damages, including interest and charges.

If any court of competent jurisdiction determines that any part of this Article is unconstitutional, in violation of statute, or otherwise unenforceable, all of the other parts of this Article, will be null and void.

See local union steward for authorization form.

ARTICLE TWENTY

CRIMINAL OFFENDER RECORD INFORMATION CHECKS

1. The following applies to criminal offender record information ("CORI") checks pursuant to Chapter 385 of the Acts of 2002:
 - a. CORI checks will be conducted once every three (3) years for employees covered by this Agreement, or more often with reasonable cause. In addition, CORI checks will be done prior to employment.
 - b. A copy of a CORI report will be available to the employee. If the CORI report shows any activity, a copy will be sent to the employee.
 - c. All CORI reports will be maintained in the superintendent's office in separate confidential files.
 - d. The superintendent or other administrator in the central office designated by the superintendent will be the only persons authorized to request CORI checks.

Any disciplinary action taken as a result of CORI checks will be in accordance with this Agreement and/or law.

2. Criminal record checks will also include fingerprint based criminal record checks as required by M.G.L. c. 71, § 38R, as amended by H.B. 4307, § 7.

ARTICLE TWENTY-ONE

SALARY

A. Step Increases

Step increases shall become effective on the first day of each contract year for any employee covered by this Agreement that has worked at least fifty percent (50%) of the previous school year.

2023-24

	COLUMN	COLUMN
STEP	I	II
1	\$16.40	\$19.40
2	\$16.90	\$19.90
3	\$17.40	\$20.40
4	\$17.79	\$20.86
5	\$18.19	\$21.33
6	\$18.60	\$21.81
7	\$19.02	\$22.30
8	\$19.45	\$22.80
9	\$19.89	\$23.31
10	\$20.33	\$23.84
11	\$20.79	\$24.37
12	\$21.26	\$24.92
13	\$21.74	\$25.48
14	\$22.23	\$26.06
15	\$22.73	\$26.64

2024-25

	COLUMN	COLUMN
STEP	I	II
2	\$17.11	\$20.15
3	\$17.62	\$20.66
4	\$18.01	\$21.12
5	\$18.42	\$21.59
6	\$18.83	\$22.08
7	\$19.26	\$22.58
8	\$19.69	\$23.09
9	\$20.13	\$23.61
10	\$20.59	\$24.14
11	\$21.05	\$24.68
12	\$21.52	\$25.23
13	\$22.01	\$25.80
14	\$22.50	\$26.38
15	\$23.01	\$26.98
16	\$23.52	\$27.59

2025-26

	COLUMN	COLUMN
STEP	I	II
3	\$17.97	\$21.07
4	\$18.37	\$21.54
5	\$18.79	\$22.03

6	\$19.21	\$22.52
7	\$19.64	\$23.03
8	\$20.08	\$23.55
9	\$20.54	\$24.08
10	\$21.00	\$24.62
11	\$21.47	\$25.17
12	\$21.95	\$25.74
13	\$22.45	\$26.32
14	\$22.95	\$26.91
15	\$23.47	\$27.52
16	\$23.99	\$28.14
17	\$24.52	\$28.75

Longevity

FY '23

After 10 completed years of service within the District to 14 years of service -	\$260
After 15 completed years of service within the District to 19 years of service -	\$440
After 20 completed years of service within the District to 24 years of service -	\$790
After 25 completed years of service within the District to 29 years of service -	\$1,130
After 30 completed years of service within the District	\$1,500

FY '24

After 10 completed years of service within the District to 14 years of service -	\$280
After 15 completed years of service within the District to 19 years of service -	\$460
After 20 completed years of service within the District to 24 years of service -	\$810
After 25 completed years of service within the District to 29 years of service -	\$1,150
After 30 completed years of service within the District	\$1,520

FY '25

After 10 completed years of service within the District to 14 years of service -	\$300
After 15 completed years of service within the District to 19 years of service -	\$480
After 20 completed years of service within the District to 24 years of service -	\$830
After 25 completed years of service within the District to 29 years of service -	\$1,170
After 30 completed years of service within the District	\$1,540

Longevity shall be paid in the first paycheck after September 1 of each year, provided the employee has completed the applicable years of service by September 1.

Salary Lanes

Column II

Column II pay includes program specific or 1:1 aides who are assigned to one or more of the following assignments:

- Assigned to substantially separate, self contained behavior programs working with students demonstrating chronic and severe problem behavior.
- Assigned to highly specialized programs that include the Learning Lab, or similar programs, and 1:1 aides working with students demonstrating chronic and severe problem behavior, working

with students with severe autism who require the highest level of 1:1 supervision for safety and behavior. This work is initiated and supervised by a district Counselor or BCBA and is reflected in specific written reports that include functional behavior reports or behavioral intervention plans. Column II Paraprofessionals may also be asked to conduct discrete trial plans or implement crisis intervention or safety plans that may include physical intervention. Paras in Column II must demonstrate the ability to work with multiple children at a time on behavior and/or academic issues, and facilitate social skills groups as needed.

- Assigned to students with severe autism who require the highest level of 1:1 supervision for safety and behavior under the direct supervision of the BCBA (including implement behavior plans, follow discrete trial plans, conduct crisis intervention that may include physical intervention, documentation of daily student progress, complete incidents reports and demonstrate the ability to work with multiple children at a time on behavior and academic issues, and facilitate social skills groups as needed.)
- Assigned to students who are deemed by a medical professional as medically fragile, and who require the highest level of 1:1 supervision for safety as determined by administration.
- Assigned to blind or visually impaired students, under the supervision of a Teacher of the Visually Impaired. Responsibilities include; adapting and transcribing materials into Braille (and Braille to print). Utilizing Braille related software and hardware to produce, coordinate and deliver Braille and tactile image services. Transcribe and emboss instructional materials, textbooks, graphs and charts into a medium that can be utilized by students who are visually impaired.
- Assigned to the Significantly Separate, Self Contained Early Childhood developmental program. Responsibilities include facilitating functional communication training programs, toilet training programs, conduct Discrete Trial Teaching (DTT) programs, collect, graph and help interpret daily data collection connected to behavior management, and DTT, manage severe behaviors displayed by students with significant developmental disabilities to include but not limited to autism level 3. Paraprofessionals in this position are also required help develop behavior intervention plans, implementation of crisis intervention, document student progress, and have the ability to work with multiple students with severe developmental disabilities, implement social skills instruction, and support the students in the program to generalize the skills taught in other settings (general education classroom) through careful collaboration, and carryover of reinforcement schedules into other environments. Physical requirements include frequent lifting, physically prompting students, cleaning of bodily fluids, toilet training, interrupting physical aggression and self-injurious behavior, and assisting with feeding as needed.
- Paraprofessionals employed prior to June 30, 2014, who have earned one hundred twenty (120) hours of approved C.E.U.'s/P.D.P's, paraprofessionals with a bachelor's degree at an accredited college or university, or if the paraprofessional has a current Massachusetts teaching certificate. (Then remove language from Article 7).

Column I

- All paraprofessionals with responsibilities not listed under Column II.

When an employee's responsibilities shift from Column II responsibilities to Column I, and the employee does not have any other Column II qualifiers, the employee will be placed on the same step number on Column I as they had been placed on Column II. If a paraprofessional is reassigned to do work of a lower paying Column during an active school year, and the school year is more than 50% complete, they will continue to receive Column II pay for the remainder of that school year and will be readjusted for the next school year. If the school year is less than 50% complete, the paraprofessional will be moved to Column I.

E. Substitute Pay

It is agreed among the parties that should a paraprofessional, including paraprofessionals who receive any of the above stipends, perform the duties of substitutes for a teacher assigned by building administrators, the paraprofessional shall be compensated, in addition to their regular pay (for purposes of this section, regular pay shall include any of the above stipends), a stipend of ten dollars (\$10.00) per hour (this amount will be prorated in 15 minute increments based on time actually worked). Paraprofessionals asked to work with a student on a regular basis (minimum one hour per week) that requires support at a lane higher than the paraprofessional currently receives shall be paid at the higher lane rate for that time period. Paraprofessionals who are acting as substitutes for paraprofessional positions for a day that have a higher lane shall be paid at the higher lane for that time period. No paraprofessional who is acting as a paraprofessional substitute shall be paid at a lower lane rate for the time they act as a short-term substitute.

Paraprofessionals may voluntarily substitute in the security office provided the member has been trained. When a paraprofessional substitutes in the security office, they will either be paid at their regular hourly rate or the security hourly rate, whichever is the higher hourly rate.

All other terms, conditions and understandings contained in the prior agreement between the parties shall remain in full force and effect as specifically modified by this settlement agreement.

F. 7D Driver Pay

The 7D license/certification shall be required for paraprofessionals working in the Life Skills, Learning Lab and/or comparable programs; paraprofessionals working outside the program can volunteer to obtain the license and will be allowed to obtain the license at the discretion of the District. Upon presentation of valid receipt(s), each 7D certified paraprofessional shall receive full reimbursement each year for expenses related to obtaining their 7D certification/recertification. The District shall grant paid professional time during the work day for the employee to obtain the license.

Paraprofessionals who are licensed as a 7D school bus driver or a regular school bus driver will be paid at a rate of twenty-five dollars (\$25.00) per hour for driving hours and wait or activity time for school sponsored activities. (i.e. field trips, transition program, etc.) rather than their standard hourly rate.

**ARTICLE TWENTY-TWO
SURVEILLANCE EQUIPMENT**

The use of eavesdropping, public address, audio systems, security cameras and other similar surveillance equipment shall not be utilized in the evaluation or supervision of paraprofessionals. This Article does not prohibit the use of such devices being used as evidence in instances where an employee is on notice of an active investigation. Such investigations shall not be capricious or in bad faith.

**ARTICLE TWENTY-THREE
DURATION**

This Agreement shall be in full force and effect from August 15, 2023 until August 14, 2026.

THIS AGREEMENT ENTERED INTO THIS 16 DAY OF November, 2023.

FOR THE EMPLOYER:

Sarah Page,
Sarah Page
Chair, GRSD Committee

FOR THE ASSOCIATION:

James M. Duggan (James M. Duggan) GEA President
Karen M. Leis (Karen M. Leis) GEA
Paraprofessional
Rep.
