



AGREEMENT

NORTH MIDDLESEX REGIONAL SCHOOL
DISTRICT

AND

NORTH MIDDLESEX EDUCATIONAL SUPPORT
PROFESSIONALS

July 1, 2024 to June 30, 2027

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ARTICLE 1 - RECOGNITION AND SCOPE

The Committee recognizes the Massachusetts Teachers Association for the purposes of collective bargaining as the exclusive representative of a unit as certified by the Massachusetts Labor Relations Commission in case No. MCR-3791 consisting of all full-time and regular part-time school assistants, Educational Support Professionals, employed by the North Middlesex Regional School District, including all teaching assistants, general assistants and excluding all managerial, confidential, and casual employees and all other employees.

ARTICLE 2 - SCHOOL COMMITTEE RESPONSIBILITY

It is recognized that the Committee has and will continue to retain, whether exercised or not, the sole and unquestionable right, responsibility, and prerogative to direct the operation of the public schools in North Middlesex Regional School District in all its aspects. These rights, responsibilities and prerogatives are not subject to delegation in whole or in part except that the same shall not be exercised in a manner inconsistent with or in violation of any of the specific terms and provisions of this Agreement. It shall further be recognized that all work schedules, hours and assignments are to be established and arranged by the employee's supervisor and approved by the Superintendent or his/her designee.

ARTICLE 3 - PAYROLL DEDUCTIONS

Pursuant to Massachusetts General Laws, Chapter 180, Section 17G, the Committee agrees to deduct from the salaries of its employees covered under this agreement dues for the North Middlesex Paraprofessional Association, Massachusetts Teachers Association and National Education Association; as said support personnel who individually and voluntarily authorize the Committee to deduct and transmit the monies promptly to such associations. Bargaining unit employees' authorization will be in writing on a form provided by the Association, and a copy will be placed on file with the Superintendent of Schools.

The employer will incur no liability for loss of dues money after either depositing money properly addressed to the Association and sending either certified mail or registered mail or by delivery of dues money to an authorized representative of the association. The Association shall indemnify and save the committee harmless against all claims, demands, suits or other forms of liability, which may arise because of any action taken in making deductions and remitting the same to the Association pursuant in this Article.

ARTICLE 4 – GRIEVANCE PROCEDURE

A. Definitions:

1. A "grievance" is an alleged violation of a specific provision of this Agreement and/or the interpretation, meaning, or application of any of the provisions of the Agreement or any subsequent agreement entered into pursuant to this Agreement.
2. A "grievant" is the person or persons making the claim.
3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

1. The purpose of this procedure is to secure at the lowest possible administrative level equitable solutions to the problems that may from time to time arise affecting the welfare or working conditions of members. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. General Rules

1. Every effort shall be made by the staff member and his/her immediate superior to arrive at a settlement of the matter involved prior to the use of the formal grievance procedure.
2. Failure at any level of this procedure to appeal the grievance to the next level by filing a proper written statement within the specific time limits shall be deemed to be acceptance of the decision rendered at that level, and a waiver of the complaint and the right to proceed further under the grievance procedure.
3. No reprisal of any kind shall be taken by any party to Agreement or by the Administration against any party in interest, any witness, any member of the NM Educational Support Personnel, or any other participant in the grievance procedure by reason of such participation.
4. A grievance that affects or may affect a group or class of staff members from more than one building, or is of a general nature, may be submitted in writing by the Chairperson of the Professional Rights and Responsibility Committee of the NMRSDTA to the Superintendent directly and the processing of such grievance shall be commenced at Level Two of the grievance procedure.
5. Each written statement of a grievance beyond Level One shall include a concise statement of the facts constituting the grievance, a reference to the applicable provisions of the Agreement alleged to have been violated, misinterpreted, or inequitably applied, the date when the grievance occurred, and the dates of all prior written presentations and shall be signed by the staff member and by the Chairperson of the Professional Rights and Responsibility Committee of the NMRSDTA.
6. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
7. By mutual written agreement of the parties to a grievance proceeding, the time limits incorporated below may be extended.
8. Failure at any step of this procedure to communicate the decision of a grievance within the specified time limit to the aggrieved staff member(s) and the Union Steward and or representative from the Association shall permit the aggrieved party or parties to proceed to the next level.

9. Grievances already in progress at the close of school in June shall continue to be processed over the summer. During this summer processing of grievances, all time limits shall be increased by five (5) school days, with school days construed to mean business days.

D. Grievance Procedure

1. Since it is important that grievances be processed as rapidly as possible, the grievance or complaint shall be filed within ten (10) school days after the event on which the grievance is based or within ten (10) school days from the date the grievant was aware of or reasonably should have been aware of the event on which the grievance is based, but not to exceed sixty (60) school days from the event on which the grievance is based.
2. Nothing herein contained shall be construed as limiting the rights of any custodian, day lead, or maintenance worker having a grievance / complaint to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without any further intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement, and that the Association has been given the opportunity to be present at such adjustment and to state its views.
3. Pursuit of an informal resolution will not extend any of the timelines set forth in the formal procedure.

E. Informal Procedure

1. The grievant(s) shall discuss the grievance with the Association's building representative.
2. If not disposed of to the grievant's satisfaction by such discussion, the grievance will be presented orally to the appropriate immediate supervisor of the employee, either directly or through the Association's building representative and or representative with the objective of resolving the matter informally.
3. All decisions at this level shall be mutually agreed upon in a timely manner (see Level 1) and reported in writing by the building representative to the immediate supervisor within five (5) school days.

F. Formal Procedure Levels

1. Level 1 Principal: If the grievance is not settled by such discussion, or in the event that no decision is rendered at the end of five (5) school days, the employee may, within five (5) school days thereafter, request that a grievance be presented by the Union Steward and or representative from the Professional Rights and Responsibility Committee of the NMRSDDTA in writing to his/her Building Principal stating how the clause(s) or article(s) of this Agreement have been violated. The principal has five (5) school days to meet with the grievant. Following this meeting, the principal has ten (10) school days to render a decision.
2. Level 2 Superintendent: In the event that the grievance is not disposed of to the satisfaction of the grievant at Level 1, or in the event that no decision is rendered within ten (10) school days after initial presentation of the grievance, the grievant may, within five (5) school days thereafter, submit the grievance in writing to the Superintendent of Schools (with a copy to the Principal). The Superintendent or other Central Office Administrator shall meet with the aggrieved person and representatives of the NMRSDDTA within five (5) school days after receipt of the dispute in an effort to settle the grievance. The Superintendent shall give his/her

written answer to the grievant with a copy to the Union Steward within ten (10) school days of the Level 2 meeting.

3. Level 3 School Committee: In the event that the grievance shall not have been satisfactorily disposed of at Level 2 or in the event that no decision has been rendered within ten (10) school days after meeting with the Superintendent, the employee may within five (5) school days thereafter, notify the President and PR&R Chairperson, in writing, of the employee's desire to have the grievance presented to the School Committee. Within five (5) school days, following receipt of any such notice, the PR&R Chairperson, said President, and the employee shall meet to decide whether or not the Association shall present the grievance to the School Committee. If the decision is made to present the grievance to the School Committee, the grievance shall be presented in writing by the Association to the Chairperson of the School Committee within five (5) school days. The School Committee shall determine at its next regularly scheduled meeting whether the grievance presents an issue within its jurisdiction. If so, within (10) school days of such a meeting, a subcommittee of the School Committee will meet with the PR&R Chairperson, said President, and the employee in an effort to settle the grievance. The ultimate decision on the grievance will be rendered by the School Committee at its next scheduled meeting. If the Committee determines the grievance does not present an issue within its jurisdiction, the Association may, within fifteen (15) calendar days of notification of same, file for arbitration as provided in Level 4.
4. Level 4 Arbitration: If the grievance or dispute is not resolved at the end of Level 3 and it involves the claimed violation of an arbitral provision of this Agreement, then the Association may seek arbitration by filing a written demand for arbitration with the American Arbitration Association. The demand shall be filed with the American Arbitration Association within 15 calendar days of the District's final answer in a preceding step.

The Arbitration proceeding will be conducted under the rules of the American Arbitration Association. The hearing locale shall be within the District unless otherwise agreed to by the parties involved. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement. The award shall be final and binding on the School District, the Association, and the grievant. The decision of the arbitrator shall not violate any statutes of the Commonwealth, or regulations pursuant to such statutes. The arbitrator's decision shall be final and binding and may be reviewed in court under G.L. c.150C.

The dispute, as stated in the request for arbitration, shall constitute the sole and entire subject matter to be heard by the arbitrator, unless the parties agree in writing to modify the scope of the hearing. A dispute that was not raised in the grievance may not be raised in arbitration. The arbitrator may not hear evidence or argument with respect to matters that are not able to be arbitrated under this Agreement.

G. Waiver of Grievance

1. If at the end of ten (10) school days following the occurrence of any grievance, or the date of first knowledge of its occurrence by an employee affected by it, the grievance shall not have been presented as in the procedure set forth in Section E, 2 or Section F, 1 above, the grievance shall be deemed to have been waived; and any grievance in course under such procedure shall also be deemed to have been waived if the action required to present it to the

next step in the procedure shall not have been taken within the time specified therefore by the said Section.

ARTICLE 5 – DISCIPLINE

- A. The evaluation procedures do not preclude an administrator from using employee discipline to deal with a situation in which the Superintendent determines that an employee's actions are unacceptable. Progressive discipline will be followed (i.e. oral reprimand, written reprimand, suspension without pay, dismissal); unless the Superintendent determines that the seriousness of the employee's actions warrants discipline beyond an oral reprimand.

- B. No employee covered under this Agreement will be reduced in compensation, denied a salary increase or step increment, disciplined, reprimanded, or discharged by any member of the Administration or by the Committee without good cause. It is expressly understood that this Article will not apply to probationary employees. Those individuals who have been employed by the North Middlesex Regional School District for 90 days or less will be considered probationary. An employee may be dismissed at any time during the probationary period. An employee shall be entitled to have a representative of the Association present if required to meet with administrative personnel during the investigation of an alleged infraction of discipline or delinquency in performance that might lead to the discipline of the employee. However, two weeks notice thereof shall be given by either party. This provision shall not apply to the non-renewal of a support personnel's employment for a subsequent year.

- C. Any written complaint regarding any educational support professional made to the Superintendent or any other administrator or to the Committee by any parent, student, teacher, administrator or other person will be promptly called to the attention of the employee involved.

- D. No material derogatory to an employee's conduct, service, character or personality will be placed in the personnel file unless that employee has had the opportunity to review the material by affixing his/her signature to the copy to be filed with the express understanding that such a signature does not in any way indicate agreement with the contents thereof. The employee will also have the right to submit a written reply to such material to be reviewed by the Superintendent and attached to the file copy.

ARTICLE 6 – VACANCIES (TRANSFERS and REASSIGNMENT)

- A. Posting of Vacancies: Any position in the North Middlesex Regional School District which becomes vacant and which the School District intends to fill shall be posted in all school buildings and on the school website for ten (10) days prior to the closing date for

applications. Such posting shall clearly set forth the duties of the position, the qualifications and the rate of compensation.

B. Employees desiring a transfer to any vacancy will submit the request in writing to the Superintendent within the Ten (10) day posting period.

C. A transfer is defined as the assignment, either voluntary or involuntary, of an employee to a school within the district different from that to which the employee is currently assigned.
See E. 1

D. Definitions:

- 1) A transfer is defined as the assignment, either voluntary or involuntary, of an employee to a school within the district different from that to which the employee is currently assigned.
- 2) Voluntary Transfer is a process initiated by the employee who wishes to fill a vacancy in a school building other than the one to which he/she is currently assigned.
- 3) Involuntary Transfer is a process initiated by the administration in order to fill a vacancy within the school district. Employees involuntarily transferred shall be given an assignment as nearly comparable as possible to their present position.
- 4) Seniority is defined as length of years of service in years, months and days in a position recognized in Article 1.
- 5) Intra-building Reassignment is defined as the reassignment of an employee to a position for which he/she is qualified but, while in the same school, is different than his/her current assignment. Such reassignment is a necessary part of the day-to-day operation of schools and as such the responsibility of the principal. An employee, however, may request reassignment and such requests shall be seriously considered by the administration.

E. Procedures:

- 1) Qualified applicants for this bargaining unit shall be given consideration for all such positions for which they apply. In filling the vacancies, the school district will give due consideration to the length of service, skill, ability and qualifications of all candidates and any other relative factors including the needs of the school system.

- 2) Whenever the above factors are substantially equal in the judgment of the School District preference will be given to the most senior employee already employed in the bargaining unit.
- 3) Notwithstanding any provision of this Agreement to the contrary, nothing shall prevent the School District from hiring more qualified applicants from outside of the bargaining unit.
- 4) When it becomes necessary to transfer members of this unit, voluntary transfers will be sought first.
- 5) An involuntary transfer shall be made only after a meeting between the employee involved and the Superintendent or his/her designee, at which time the employee shall be notified of the reason for the transfer. The Superintendent shall review the same factors set forth in the paragraph above when making involuntary transfers and shall in the event such factors are substantially equal, involuntary transfer the least senior employee concerned. Nothing herein shall limit the Superintendent's right to make involuntary transfers for disciplinary reasons.
- 6) Notice of involuntary transfer shall be given to employees as soon as practicable and under normal circumstances not later than June 1 of the year immediately preceding the transfer.

ARTICLE 7 – TRAVEL

Employees traveling on district business shall be reimbursed at the rate per mile as set by the School Committee, (or at the prevailing rate, whichever is greater) and for other approved expenses.

ARTICLE 8 - BENEFITS

1. Health Insurance

- a) Contributions:
- b) Employees who choose to participate in the district health insurance will enroll in the current health insurance plans provided by the district. School Committee contribution for HMO health plans is 75%, and employee contribution is 25%. All premium payments will cease upon termination and COBRA will be offered. Benefit deductions will be prepaid one month ahead. Annual Review: The district and Association shall continue to investigate the possibility of participating in the GIC insurance program and/or other comparable insurance programs.

1. Life Insurance

1. The district agrees to provide life insurance in the amount of \$10,000 for all active employees at 65% contribution of the premium by the district, 35% by the employee.
 2. The district will provide a Group Voluntary Life and Accidental Death and Dismemberment Insurance policy at 100% contribution by the employee.
 3. All premium payments will cease upon termination of employment.
2. Long Term Disability
1. The district will agree to provide long-term disability insurance at 100% contribution by the employee.
 2. All premium payments will cease upon termination of employment.
3. Dental Insurance
1. The Committee agrees to provide Delta Dental plan or other comprehensive dental plan at 100% contribution by the employee.
 2. All premium payments will cease upon termination of employment.
4. Employees shall be eligible to participate in tax-sheltered annuities (403b) as provided under federal law (IRS).
5. Employees may participate in the Cafeteria Section 125, Flexible Spending Account.

ARTICLE 9-WORKERS COMPENSATION

An employee who is eligible to receive or is receiving Workers Compensation shall be permitted to use up his/her accumulated sick leave in one-hour segments for the purpose of receiving the difference between what he/she receives under his/her Workers Compensation and his/her regular weekly salary. The employer, at the employee's election, shall pay to him/her the necessary amounts and charge them to his/her unused and accumulated sick leave. All employees shall be covered by Workers Compensation at all times while working for the North Middlesex Regional School District.

ARTICLE 10 -REGULAR SICK LEAVE & SICK LEAVE BANK

- A. For each full year, the employee will receive sixteen (16) sick days. Sick days will accumulate to a maximum of 160 days.
- B. Sick leave may be taken during the year it is earned, on a prorated basis.
- C. If an employee does not have sufficient unused accumulated sick leave time to adequately cover his/her illness, he/she may not be paid for days in advance of earning without the approval of the Superintendent.
- D. Whenever an employee is out sick for more than five (5) consecutive days and then only upon certification by a medical doctor as to the nature of the short or long-term illness, the employee may choose to have the time charged against his/her Extended Sick Leave Bank.
- E. A doctor's certificate of fitness shall be presented upon return to work if requested by the

Superintendent.

F. Sick leave includes personal illness, family illness requiring employee absence and required medical examinations.

G. After five (5) consecutive day's absence, a doctor's certificate shall be presented to the supervisor. If not, then their wages will be deducted for those days.

H. The Employer will issue a statement of accrued sick days upon written request by the bargaining unit member.

In September 2021, all paraprofessionals will forfeit one sick day in an effort to initially fund the sick leave bank.

A "Sick Leave Bank" shall be established by the District. The Sick Leave Bank shall be administered in accordance with the following provisions:

1. Sick Bank days may be granted only for the applicant's extended disability resulting from illness or accident and only after complete usage of all accumulated or accrued sick leave.
2. A physician's statement certifying the extended disability, illness or accident together with any appropriate medical evidence the Sick Leave bank Committee deems relevant and necessary to its decision (to be submitted, preferably, with the application requesting bank days and any renewal thereof). The Sick Leave Bank Committee may not act without submission of a physician's statement, except that a physician's statement may be submitted after the granting of days in cases of emergencies as determined by the Sick Leave Bank Committee.
3. The initial grant of sick leave by the Sick Leave Bank Committee shall not exceed thirty (30) days. Additional entitlement may be extended by the Sick Leave Bank Committee upon demonstration of need by the applicant.
4. After 30 days, the Sick Leave Bank Committee may have the applicant examined by a second physician, the cost of which will be paid for by the District. The Sick Leave Bank Committee may ask for additional verification as it deems necessary.
5. Subject to the foregoing requirements, the Sick Leave Bank Committee will determine the eligibility for use of the Bank and the amount of the leave to be granted. The following general criteria shall be considered by the Committee in administering the Bank and in determining the amount of leave: a) Medical evidence of serious extended illness b) Longevity.
6. The Sick Leave Bank shall be administered by a Sick Leave Bank Committee of two representatives appointed by the Superintendent and three representatives appointed by the Association.

7. At the beginning of each school year, the District will submit, to the President of the Association, a count of the number of sick days in the bank.
8. Only those educational support professionals who are new to the system or did not contribute to the bank previously shall contribute one day to the bank. Unless, if more days are needed, the Association shall notify the members of the bargaining unit by October 1 if additional contributions to the bank will be necessary during the school year.
9. The decisions of the above Sick Leave Bank Committee shall be final and binding upon the teachers, the Committee, and the Association with respect to the Administration of Sick Leave Bank and shall not be subject to grievance and arbitration.

ARTICLE 11- WORK DAY

- A. A normal work day in excess of five (5) hours shall include a ten (10) minute work break and a guaranteed duty-free lunch period of twenty (20) minutes.
- B. When an educational support professional is called upon to substitute as a teacher, he/she will receive \$15 an hour above and beyond his/her regular pay prorated for increments of thirty (30) minutes or any portion thereof payable in the paycheck following submission of the sub form. (EEV)
- C. Paraprofessionals will be paid their normal hourly rate for any hours worked beyond their typical workday with the exception of the following:
 1. Tutoring: \$40.00 per hour (with a 4-year degree). \$30.00 per hour (with a 2-year degree).
 2. ABA - \$30.00 per hour (when overseen by District ABA)
 3. Summer School: \$20.00 per hour

ARTICLE 12- RETIREMENT BENEFITS

- A. All employees working five (5) hours per day or more, as required by law, shall belong to the Middlesex County Retirement System, and deductions for this purpose will automatically be made from his/her salary check.
- B. Any assistant upon completing the fifteenth (15) year of employment with the District shall become eligible for a retirement benefit. The benefit will be in the form of payment of \$30.00 a day for accrued sick leave bank days up to a maximum of 45 days, or a maximum of \$1350.00 payable upon retirement or death.

ARTICLE 13 - PERSONAL LEAVE

Three (3) days of personal leave will be granted each full school year to full-time employees.

Such leave is intended only for transactions which cannot be carried out other than during work hours and must be approved in advance by the Building Administrator and or Superintendent. In a given year, unused personal days shall be converted to Extended Sick Bank days on a three (3) for one (1) basis. Personal leave may not be used to extend a holiday or school vacation period.

Personal leave may only be used for the following reasons:

- a. Serious illness in the immediate family or of any person for whose welfare the employee is solely responsible
- b. Necessity of taking either a member of the immediate family or a person for whose welfare the employee is solely responsible to the hospital or of bringing him/her home when no one else is available
- c. Court appearance
- d. Family catastrophe
- e. Attendance of employee at college graduation of a member of the immediate family or of any person for whose welfare the employee is solely responsible
- f. Personal bank business such as a mortgage or real estate closing
- g. Individual cases not directly covered by the above shall be decided by the Superintendent on the basis of whether actual necessity is involved

When possible, no less than three days' notice shall be given. Days 1 and 2 may be submitted without a reason. Members of the bargaining unit may be granted a third day of personal leave by providing in writing the reason for the requested leave, provided the need is covered by the illustrative examples herein provided.

ARTICLE 14- BEREAVEMENT LEAVE

1. Full-time Educational Support Personnel will be allowed up to five days leave during the school year in any case of death in the immediate family.
2. The term "immediate family" means the employee's spouse, partner, and the parents, children, siblings, grandparents, brother-in-law, sister-in-law, or grandchildren of the employee or his/her spouse/significant other, or other members of the immediate household.
3. These five (5) days shall be non-cumulative.

4. In addition, an absence of one day (non-cumulative) will be granted in the event of the death of an employee's aunt, uncle, niece, nephew, or cousin of the employee, or spouse/partner if the employee attends the funeral.
5. These provisions shall be administered in the light of their purpose, which is to provide opportunity, when needed, to enable a teacher to attend the funeral or to attend to family or personal matters arising because of death. If additional days for bereavement are required, they may be granted at the discretion of the Superintendent. Additional days will be charged to sick leave.

ARTICLE 15 - UNPAID LEAVE

- A. Leaves of absence without pay and non-paid vacations may be granted at the discretion of the immediate supervisor and approved by the Superintendent. Employees shall put the request in writing.
- B. Sick leave, if applicable, will remain accumulated without loss on the date leave begins with no further accumulation until the employee returns to work.
- C. For a leave of less than ninety working days, employees shall resume position on the pay scale.
- D. Employees will be eligible for COBRA benefits during the unpaid leave of absence.

ARTICLE 16 - PARENTAL LEAVE (M.G.L. c. 149, § 105D)

Employee Rights:

1. Upon receipt of at least two weeks written notice of a paraprofessional's anticipated date of departure and intention to return, the District shall grant a leave of absence for parental leave for up to eight (8) weeks in accordance with the provisions of M.G.L. Chapter 149, § 105 D for the birth or adoption of the employee's child to paraprofessionals who have completed their probationary period. The employee shall be granted a maximum of ten (10) days of paid leave, not deducted from the employee's accrued sick/personal leave (the first five (5) days are to come from the Committee and the second five days, if available, are to come from the Paraprofessional Sick Leave Bank. Except to the extent covered by sick leave as set forth below, additional parental leave shall be without pay.

Extended Child-Rearing Leaves

In the event an employee desires a leave longer than the above statutory periods, the procedure listed below shall be followed:

- a. Written notification of the request is to be given to the Superintendent as soon as possible, but not less than three (3) months prior to the beginning of the

extended leave.

- b. Said child rearing leave should begin at a time corresponding to the beginning of a new semester (or other appropriate time such as after a vacation period) provided that, up to this time, she can, in the opinion of her physician, perform her duties satisfactorily.
 - c. The maternity leave will terminate one year from the first of September following the birth of the child, or sooner, if the employee and the Superintendent so agree. Unless the employee returns to work at the expiration of the leave, or any extensions thereof, her employment shall be terminated.
- A. When an employee adopts a child of less than three years of age, the employee, upon written request to the Superintendent and approval, shall be granted a child rearing leave of absence not to exceed six months.
- 1) Employees returning from the aforementioned leave shall be restored to the same or similar position with the same status, length of service credit, and seniority as of the date of his/her leave commenced.

ARTICLE 17- JURY DUTY

- A. The Committee agrees to compensate all employees called to jury duty their per diem rate of pay for the first three days of said duty.
- B. If employees are required to remain on jury duty for longer than three days, they will be paid their per diem rate of pay less any jury duty pay.
- C. If an employee is excused from jury duty on a particular day for the full day, it is expected that he/she will return to work.

ARTICLE 18- WORK YEAR

- A. A full-time employee is scheduled to work 184 days per year as is established by the school calendar for that year. A part-time employee's schedule is determined by the Superintendent of Schools, Building Principals and Special Education Director. The exception will be employees hired to work in any DESE approved, year-round programs exceeding 180 days, but no more than 220 days. These employees will be paid at their

normal hourly rate. The schedule will be determined by the Director of Special Education.

- B. All employees who have been hired for a regularly scheduled position for 20 hours or more per week for a minimum of 35 weeks per year shall be considered full time career employees and shall be eligible for all benefits contained herein to be retroactive from date of employment and not date of approval.
 - 1) Regular employees working twenty (20) or more hours per week shall be considered full-time and shall receive benefits in accordance with this agreement.
 - 2) Part time employees working less than twenty (20) hours per week will be compensated in accordance with the pay scale established for the position in which they are employed and shall not be eligible for any further benefits.
- C. All early release days shall be non-working, non-paid days for part time general assistants and teaching assistants where applicable.
- D. Members of the Association shall be paid their hourly wage when they attend the opening day meeting and/or full-day in-service workshops or other professional improvement sessions at the request of and/or with advance approval of their principal
- E. In the event a part time employee who works a minimum of ten (10) hours per week becomes a full-time employee, credit will be given on the following prorated basis:
 - a. 3 years part time = 1 year
 - b. 5 years part time = 2 years
 - c. 7+ years part time - 3 years

ARTICLE 19 – SALARY INCREMENT AND JOB STATUS

- A. Salary increments shall become effective on the date specified in this Agreement provided the employee has worked at least 90 days. All employees shall be paid on an hourly rate or salary based on their schedule.
- B. The Superintendent reserves the right to withhold an increment for good cause provided that:
 - 1) The employee has received written notification of the reasons for a negative recommendation from the Superintendent and has had an opportunity for a conference with him or her.
 - 2) The Superintendent notifies the employee prior to June 1, in writing, of its reasons for withholding the increment.

- C. All Support Personnel will be informed when possible of the status of their employment for the following school year on or before May 15 of the preceding year.
- D. The Superintendent shall be notified two (2) weeks in advance of any resignations.

ARTICLE 20– OVERTIME

Assigned overtime work (except for salaried employees) shall be paid at 1 and ½ times the regular hourly rate. Overtime rates start when a person has worked 40 hours in a calendar week. All overtime must be approved in advance by the Building Administrator.

ARTICLE 21- PROTECTION

- A. Employees will immediately report all cases of assault (verbal or physical) suffered by them in connection with their employment to the Building Principal in writing. This report will be forwarded to the Superintendent who will comply with any reasonable request from the employee, for information in his/her possession relating to the incident or the persons involved, and will act in appropriate ways as liaison between the teachers, the police and the courts.
- B. The District shall take appropriate action to the extent permitted by law to provide support for any employee who is assaulted by a student in connection with their employment. When requested, a staff member who has been assaulted by a student will be afforded the opportunity to meet with the Superintendent or their designee within one (1) school day of any alleged assault to develop a safety plan, in consultation with the employee, to protect the employee. The Superintendent retains final discretion over student removal from any class or program. Any staff member who is assaulted by a student may request a building administrator to conduct an inquiry based on the reported assault and communicate their findings in writing within five (5) school days after the meeting with the Superintendent/designee.
- C. The rights of the employee to indemnification against certain actions and claims and to legal assistance shall be governed by General Laws, Chapter 258.
- D. No employee shall be required to provide transportation for pupils to activities which take place away from the school building of the pupils concerned. An employee may provide such transportation with the advance written approval of the building principal and any employee who does provide such transportation with such approval, but not otherwise, shall be entitled to the indemnification provided by General Laws, Chapter 258, Section 100C.

- D. All staff must have an emergency card on file with the nurse's office.
- E. Use of Cameras: The School Committee authorizes the use of security cameras in school district buildings and its property to ensure the health, welfare and safety of all students, staff and visitors, to deter theft, vandalism and other negative behavior, to safeguard district buildings, grounds and equipment and to monitor unauthorized individuals in or on school property. Security cameras/surveillance equipment will not be used for the purpose of evaluating bargaining unit members.

ARTICLE 22- EVALUATION

A. A formal evaluation of a unit member will be conducted once annually by the immediate supervisor (minimum supervisor/director licensure) prior to June 15. If five (5) or more criteria receive a rating of "needs improvement" and/or "unsatisfactory", a plan of improvement will be implemented, and the unit member will receive said plan within five (5) days of receipt of his/her evaluation. The improvement plan will be in place for the next school year. If at the end of the second school year said employee receives an unsatisfactory evaluation (see above) said employee may be dismissed for cause.

B. A unit member will be evaluated through the use of multiple informal, unannounced walk-throughs in his/her environment. All formal monitoring or observation of the work performance of a unit member will be conducted openly and with full knowledge. Classroom teachers/special education teachers who work directly with a unit member may be encouraged to provide additional written feedback. If at any time it is apparent that a unit member is in need of remediation, constructive feedback will be provided within (2) working days from when observed.

C. The evaluator will complete the standard evaluation form and provide a copy of the evaluation to the unit member no later than June 15. Within five (5) school days, the unit member will have the opportunity to meet with his/her evaluator.

D. Should the unit member disagree with the contents of the evaluation, he/she will be given the opportunity to submit, within ten (10) school days, a written response, which the supervisor will initial and attach to the written report.

ARTICLE 23- CONFERENCES

Any employee who attends district conferences or workshops at which continuing education units (CEU's), paraprofessional training points (PTP's) or college credits are earned shall have these credits awarded to them. It shall be the employee's responsibility to maintain his or her

own records for future use.

ARTICLE 24 - REDUCTION IN FORCE

A. In the event that it becomes necessary to reduce the number of unit positions:

1. The School Committee will attempt to meet the reduction by attrition: to wit, retirement, resignation or other.
2. The district agrees not to reduce any instructional paraprofessionals in order to retain operational General Assistants. A paraprofessional will be considered non-permanent prior to the completion of three (3) years as a unit employee.
3. Layoff of paraprofessionals who have been employed in the unit for three (3) years or more will be determined solely by seniority. Seniority shall mean the length of service in years and number of days within the job classification described in #2 above.
4. Employees shall be credited for seniority purposes with all time spent on any paid leave of absence provided for in the Agreement.
 5. The seniority date for employees will be based on the hiring date or starting date as a member of this employee group, whichever comes first.

B. A lottery shall be used in determining layoff when seniority is identical.

C. Employees to be affected by a reduction in staff must be notified in writing no later than May 15 of the school year preceding the year in which the reduction will take effect.

D. Employees who have been laid off shall be entitled to recall rights for a period of two years from the effective date of their respective layoffs.

- 1) During the recall period, employees shall be notified by certified mail to their last address of records and given preference for positions as they develop in the inverse order of their respective layoff within job classifications held at the time of layoff.
- 2) All benefits which an employee was entitled to at the time of the layoff shall be restored in full upon re-employment within the recall period.
- 3) Preference will be valid for no longer than fifteen days after the mailing date of the notice.
- 4) During the recall period, employees who have been laid off shall be given preference on the substitute list if they so desire.

- E. Laid off employees may continue group health, dental and life insurance coverage during the recall period as provided by the Committee to members of the Association by reimbursing the Committee the total premium cost. Failure to forward premium payments to the Committee or refusal to return to employment upon recall will terminate this option.
- F. Full time employees who have been laid off and are recalled on a part-time basis will be able to utilize their previously accrued sick days on a per diem basis. No new sick days will be accrued by part-time employees.
- G. A list specifying the seniority of each member of the Association shall be prepared by the Committee no later than December 1 of said year and will remain in effect until the subsequent list has been established. The Superintendent will forward to all unit employees the initial seniority list containing the names of all employees in the unit. Should the association choose to challenge the accuracy of the seniority list, written notice detailing the challenge will be sent to the Superintendent within (thirty) 30 school days of receipt of the seniority list. Within ten (10) days of the receipt of the challenge, the Superintendent shall meet with the President of the Association to resolve the challenge. Challenges to the accuracy of the subsequent annual seniority lists may be made only to the extent of the changes made, if any, to the preceding seniority list. The Superintendent and President of the Association will sign the seniority list within ten (10) days after each revision and/or the resolution of the challenge. Should either party fail to sign the list within the ten (10) day period, the list will be considered approved by both parties.

ARTICLE 25– GENERAL

- A. There will be no reprisals of any kind taken against any member of the bargaining unit by reason of his/her membership to the Association or participation in its activities.
- B. The Committee will, upon request, provide the Association with any documents in the public domain which will assist the Association in developing intelligent, accurate, informed and constructive proposals on behalf of the members of the bargaining unit.
- C. The Committee, Superintendent, or his/her designee, or building Principals will make available any information which may be necessary for the Association to process grievances under this agreement.
- D. 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. All other provisions or applications will continue in full force and effect.

- E. This agreement constitutes Committee policy for the term of said agreement, and the Committee will carry out the commitments contained herein and give them full force and effect as Committee policy.
- F. An Educational Support Professional will serve as a representative to the District-Wide Professional Development Committee established yearly by the employer; said representative will disseminate information to the members of the bargaining unit regarding available funds, and professional development available to meet the requirements of 20 USC 6319. A representative will serve on a year-to-year appointment.
- G. Upon initial appointment, a new employee will receive a job description, if available; the Association will give the contract to each employee. The association president will be notified of all new hires.

ARTICLE 26– TUITION REIMBURSEMENT

- A. The District will appropriate a sum of money for tuition reimbursement for courses taken at an accredited college.
- B. Upon satisfactory completion of the course with a grade B- or better each paraprofessional shall be reimbursed up to \$1,500 for a 3 credit course at a state college for courses which have been approved in advance by the Superintendent provided that the Committee shall not be required to expend more than the budgeted amount each year to fund this provision.
- C. In the event that the above amount is insufficient to satisfy the requests of all applicants, applicants shall be reimbursed on a pro rata basis.
- D. The amount of \$10,000 will be appropriated each school year for tuition reimbursement for the duration of this contract agreement.

ARTICLE 27– SALARY

All new employees will be placed no higher than step three (3) of the pay schedule.

- A. General Assistants: Year 1: \$18.54

Year 2: \$19.10

Year 3: \$19.67

B. All employees under annual contract will be paid their salary in the following manner:

1. Salary will be paid in 26 equal installments, 1/26th of the contract payable biweekly on each payday commencing on the first payroll of the new school year. In order to receive pay in this manner, an employee must be enrolled in the electronic direct deposit receipt process.
2. Employees may elect to receive the salary due for the months of July and August in one lump-sum payment on the last scheduled work day by requesting in writing to the Superintendent of Schools on or before May 1st, preceding the school year of implementation.
3. The employee will continue to be paid consistent with the pay schedule options outlined above until such time as he/she notifies the Superintendent in writing by the May 1st preceding the school year he/she wishes the change.

C. Longevity:

- 1) In addition to the basic compensation as provided herein, all assistants under the terms of this agreement shall receive additional compensation as herein provided.
- 2) Longevity will apply beginning year three of this agreement.
- 3) In addition to the basic compensation as provided herein, all assistants, except General Assistants, under the terms of this agreement shall receive additional compensation as herein provided
 - a. The amount of four hundred dollars (\$400) upon the completion of fourteen (14) years' service
 - b. The amount of five hundred (\$500) upon completion of twenty (20) years' service
 - c. The amount of six hundred (\$600) upon completion of twenty-five (25) years' service
 - d. The amount of seven hundred (\$700) upon completion of 30 years or more

Years of Service	Amount
14 -19	\$400.00
20 - 24	\$500.00
25 - 29	\$600.00
30+	\$700.00

- 4) Part-time assistants covered under this agreement shall receive longevity payment at half the amount provided full-time assistants.
- 5) Longevity payments will occur on the first pay period in November.

D. Extra Duties

Paraprofessionals who are responsible for extra duties will be paid a yearly stipend. To be eligible for this stipend, the individual must be expected to perform these duties for at least fifty percent of their work assignment (i.e. spend at least 50% of their day with a student who requires toileting services). The parties agree that individuals moved from an assignment that requires these responsibilities to an assignment that does not, whether voluntarily or involuntarily, means that they will no longer receive the stipend.

A. Toileting Responsibilities

1. To be eligible to receive this stipend, affected individuals must be assigned to a classroom, program, or student where toileting assistance involves direct contact with urine, feces, and/or menstruation on a regular basis for at least 50% of the day.
2. This stipend will be defined at \$1,000 per school year and will be paid out 2 times per year; once in January and once in June..

B. ABA Responsibilities

1. To be eligible to receive this stipend, affected individuals must be assigned to students or programs that require ABA services for at least 50% of the day.
2. This stipend will be defined at \$500 per school year affected.

If eligible, employees that work DESE approved, year-round programs, exceeding 180 days but not more than 220 days, will receive prorated compensation for toileting and ABA responsibilities.

C. Service Dog: \$500 per school year.

E. Summer positions: All summer positions will be posted, and any member of the unit may apply. Preference will be given to unit employees prior to considering outside applicants. Employees will be paid \$20.00 per hour for all summer work.

F. Effective July 1, 2024 and yearly thereafter, an employee will receive eight (8) paid holidays at his/her regular rate of pay based upon his/her regularly scheduled hours per day.

ARTICLE 28- DURATION

This Contract is in effect July 1, 2024 and will end on June 30, 2027, and thereafter, annually unless prior to October 15, the employees (through their elected bargaining representatives) or the Committee gives notice, in writing, to the other of its desire to re-open this Agreement by specifying the Article or Articles to be considered for negotiation.

ARTICLE 29 - ASSOCIATION BUSINESS

The President of the Association or his or her designee shall be able to attend to Association business, when needed during the school day. This would include anytime a member may need representation.

IN WITNESS WHEREOF the parties to this Contract have caused these presents to be executed by their agents hereunto duly authorized and their seals to be affixed hereto as of this date.

06/18/2024

DATE: _____

For the NMRSD School Committee:

Lisa Bloom

[Signature]

Thom Coy

W. Hatch

Jac. Wood

Patrick McPhillips

[Signature]

Rondie Ruseh

Jill Swigg

For the NMRSD Teachers' Association:

Edward Logindice

Jill Burdick

Elizabeth Sears

Lori Purcell

Cynthia Augeri

Kimberly Haluska

APPENDIX A - SALARY SCHEDULE

Year 1: Effective July 1, 2024 step reset which includes an increase in the salary schedule by 3.0%. Paraprofessionals to remain on FY 24 step level

Year 2: Effective July 1, 2025 increase the salary schedule by 3.5%

Year 3: Effective July 1, 2026 increase the salary schedule by 3.5%

Add 3% COLA 7/1/24	FY 25	FY 26, 3.5%	FY 27, 3.5%
STEP 1	\$18.54	\$19.19	\$19.86
STEP 2	\$19.10	\$19.76	\$20.46
STEP 3	\$19.67	\$20.36	\$21.07
STEP 4	\$20.26	\$20.97	\$21.70
STEP 5	\$20.87	\$21.60	\$22.35
STEP 6	\$21.49	\$22.25	\$23.02
STEP 7	\$22.14	\$22.91	\$23.71
STEP 8	\$22.80	\$23.60	\$24.43
STEP 9	\$23.49	\$24.31	\$25.16
STEP 10	\$24.19	\$25.04	\$25.91
STEP 11	\$24.92	\$25.79	\$26.69
STEP 12	\$25.66	\$26.56	\$27.49
STEP 13	\$26.43	\$27.36	\$28.32

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