

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE PEMBROKE TEACHERS ASSOCIATION, UNIT D  
AND  
THE PEMBROKE SCHOOL COMMITTEE**

This **MEMORANDUM OF AGREEMENT** is entered into by and between the Pembroke Teachers Association, Unit D (hereinafter the “Association”) and the Pembroke School Committee (hereinafter the “Committee”).

**WHEREAS**, the Association and the Committee entered into a collective bargaining agreement for the period July 1, 2020, through and including June 30, 2021; and

**WHEREAS**, the Association and the Committee have bargained collectively pursuant to Massachusetts General Law, Chapter 150E, for a successor collective bargaining agreement for the period July 1, 2021, through and including June 30, 2024.

**NOW, THEREFORE**, in consideration of mutual covenants and promises and subject to the ratification of the respective parties, it is agreed as follows:

1. The terms and conditions set forth in the Collective Bargaining Agreement for the period July 1, 2020, through and including June 30, 2021, shall remain in full force and effect for the period July 1, 2021 through and including June 30, 2024 except as amended herein.

2. **Article I: Recognition**

**Modify paragraph two as follows:**

Unit D: All full-time and permanent part-time education support professional employees including paraprofessionals, ~~administrative assistants and media technicians and network administrators~~. Part-time employees shall be entitled to the salary and fringe benefits provided by the provisions of this Agreement, on a pro-rated basis, based on the amount of time worked, unless specifically stated otherwise. Unless otherwise referred to, these employees shall be referred to as education support professionals.

3. **Article IV: General Provisions / Work Day / Work Year**

**Modify as follows:**

1. All paraprofessional personnel are directly responsible to the School Administration or designee.
2. Paraprofessional personnel are responsible for all duties connected with their employment in and around the school building as designated by the School

Administration designee. Paraprofessionals required to serve as a substitute teacher for the entire day, including library paraprofessionals, will be paid a stipend of ~~fifty (\$50.00)~~ **seventy-five (\$75.00)** and no/100 dollars for each day on which they are so assigned. Anything less than one entire day shall be paid at a rate of **\$15.00** ~~\$10.00~~ / hour not to exceed ~~\$50.00~~ **\$75.00** per day in addition to his/her regular pay. If more than one paraprofessional is assigned to the room in which substitute coverage is needed, only one would be the assigned substitute. **Paraprofessionals required to serve as a substitute secretary for the entire day will be paid a stipend of twenty-five (\$25.00) and no/100 dollars for each consecutive day after the first day on which they are so assigned. In the event the School Administration determines there is a need for a long term substitute secretary and there are no applicants from Unit C, any clerical paraprofessional applicants will be given preference for the position with those most closely assigned to the hiring department or building given highest preference for the position.**

3. **A full time employee assigned to work with students who attend school four days a week is one whose normal work week consists of seven (7) hours a day, four (4) days per week, or equivalent. All other full time employees are those is one whose normal work week consists of six (6) hours a day or more, five (5) days per week, or equivalent. Effective at the start of the 2017-18 work year, a full time employee is one whose normal work week consists of seven (7) hours a day, five (5) days per week, or equivalent. Paraprofessionals will be scheduled to receive a thirty (30) consecutive minute duty free lunch between the hours of 10:30 AM and 1:15 PM each day. The School Administration values the professional input of paraprofessionals. For this reason, consultation time with the teacher will be built into each paraprofessional's weekly schedule if logistically practicable. and deemed necessary by the building administration. For the 2016-17 work year, if no librarian is employed to work in an elementary school full-time, the work day for the library paraprofessional assigned to that elementary school shall be seven (7) hours.**
4. **Movement from one step to another is not automatic but based upon the recommendation of the School Administration and/or the Superintendent of Schools.**
4. **Library paraprofessionals will be given at least one prep period per day. Library paraprofessionals shall not be required to make lesson plans. In the 2021-22 school year, a working group shall be formed with equal representation from the Association and School Administration to discuss items related to working conditions for library paraprofessionals including but not limited to:**
  - a. **Job expectations and duties for library paraprofessionals**
  - b. **Creation of a district wide library curriculum folder**
  - c. **Prep time for library paraprofessionals**
  - d. **Consistency of materials, supplies, books, and technology among school buildings**
5. Paraprofessionals are employed for the 180 days in which students are attending school. Effective beginning in the 2013-14 school year, paraprofessionals work year

shall be the 180 days in which students attend school plus one (1) teacher orientation day before school begins. **Effective beginning in the 2022-23 school year, paraprofessionals shall have the opportunity to enroll in one (1) additional day of professional development before school begins, to be counted as an additional work day. Enrollment in this additional day of professional development shall be voluntary at the discretion of the paraprofessional.** Paraprofessionals will be given the opportunity to make up days when school is cancelled for any reason at the time in which the days are made up by the students. In the event the days are waived for students, make up days will be scheduled for those paraprofessionals who wish to work. On days when school is dismissed early for professional development or parent conferences, paraprofessionals will be given the opportunity to work their regularly scheduled work day. Except for the orientation day referenced above, paraprofessionals shall have the option to leave when school is dismissed and take the time unpaid. When school is cancelled after a paraprofessional's arrival, a full day's pay will be granted. In any school where no librarian is assigned to work, library paraprofessionals shall be paid his/her per diem rate to work two additional days beyond the work year provided that the days are approved by the building principal. The days shall be scheduled before the start of the work year.

6. Paraprofessional Assignment:

- A. The Association and the Committee agree that the prime factor to be considered in making assignments is that of providing for the educational needs and interests of the pupils.
- B. Paraprofessionals ~~assigned to a preK or kindergarten classroom~~ will be notified of any change to their school and classroom assignment for the coming year as soon as practicable and under normal circumstances no later than **the last day of the previous school year June 30.** ~~All other paraprofessionals will be notified of any change to their school assignment for the coming year as soon as practicable and under normal circumstances no later than June 30.~~

7. Notice of Vacancies:

If a bargaining unit vacancy or other compensatory opportunity occurs during the school year (September to June), it will be adequately publicized by means of an e-mail with an attached notice sent to all staff at least ten (10) school days prior to the date of the filling of such vacancy. School holidays and vacations falling within the school calendar year shall not be part of the ten (10) school day period, except in emergencies. The posting period may be waived in situations where, in the opinion of the administrator, immediate employment is needed.

- 8. **The Administration will create a mentoring buddy system for paraprofessionals with guidelines specified in Appendix B. Newly hired paraprofessionals will be paired with a buddy in a similar assignment. Buddies will be assigned on a**

voluntary equitable rotating basis and will receive a \$150 stipend for each newly hired paraprofessional they are assigned to mentor.

9. Beginning in the 2021-22 school year, paraprofessionals may attend evening open house meetings on a voluntary basis. Beginning in the 2022-23 school year, paraprofessionals shall attend evening open house meetings on a mandatory basis. Paraprofessionals will report 15 minutes before open house begins and be dismissed 15 minutes after open house ends. Pay for all evening open house meetings shall be at time and one half. Paraprofessionals who present evidence to the School Administration that evening obligations pose a significant hardship shall be excused from the requirement to attend evening meetings.
10. Prior to the first day of school, building principals will offer paraprofessionals an opportunity to meet by phone or in person to discuss their assignment for the upcoming school year. Topics may include learning environment as well as potential work stations.
11. The School Administration shall ensure all paraprofessionals are provided with exclusive access to a fully functional laptop or tablet no later than the first work day of each school year. Such devices shall be provided and maintained at no cost to the paraprofessional. Electronic devices for paraprofessionals shall have the same level of access to classroom materials as those devices assigned to teachers.

8. ~~ADMINISTRATIVE ASSISTANTS WORK YEAR / WORK DAY:~~

- a) ~~Elementary administrative assistants shall work forty (40) hours weekly, normally from 7:30 a.m. to 3:30 p.m.~~
- b) ~~Secondary administrative assistants shall work forty (40) hours weekly. The work day for Secondary Clerical Secretarial Employees shall consist of eight (8) consecutive hours commencing between 7:00 a.m. and 9:00 a.m. daily with the exact start time to be established by the building principal.~~
- c) ~~Beginning with the second Monday in July and ending on the second Monday in August, summer hours will be in effect for secretarial employees. The work week will be eight consecutive hours per day for 4 consecutive days each week. The schedule of days to be worked shall be established prior to the summer period and will be either Monday—Thursday or Tuesday—Friday at the discretion of each individual principal. Administrative assistants may use vacation days to be paid for the work day not worked during this period of time each year.~~

~~Notwithstanding the provisions of the foregoing paragraph regarding summer hours for secretarial personnel, it is agreed that administrative assistants assigned to the High School shall continue to work forty (40) hours weekly.~~

~~d) Secretarial employees' weekly pay shall be proportionately reduced during the period summer hours are in effect to reflect the lesser number of hours actually worked.~~

~~e) In the event that secretarial employees are requested to work by their principal when school has been cancelled due to a snow day, they will not lose any pay, if, due to the storm they are unable to arrive at work on time, or at all. However, administrative assistants shall use their best efforts to get to their job. (from Article XXII, Section 9.)~~

~~Media Technicians and Network Administrators will be reimbursed for in-district travel from the location to which they report for work at the beginning of their shift at the IRS rate for mileage up to a maximum of \$600.00 per employee per year. In order to receive such reimbursement, mileage must be reported on a form provided by the district on a monthly basis. Out of district in-state travel which is made at the direction of the district will also be reimbursed at the above rate, but will not count against the \$600.00 limit set forth above.~~

~~The normal shift for media technicians will be Monday through Friday from 7:00 a.m. to 3:00 p.m., and nothing in this section shall operate so as to cause the media technician to be involuntarily assigned to a different shift. Summer hours for media technicians shall be as follows: beginning on Monday of the week after the school year ends and continuing through the last full week August prior to the start of the school year, media technicians shall work four, 10-hour days that shall normally be scheduled Monday through Thursday, 7am to 5pm.~~

#### ~~9. OVERTIME~~

~~Administrative assistants, media technicians and network administrators covered by the Agreement shall be paid overtime at the rate of one and one half (1 1/2) times his/her regular rate of pay for work in excess of eight (8) hours in one (1) day and forty (40) hours in one (1) week.~~

#### ~~10. MEAL AND REST PERIODS~~

~~All secretarial employees shall be granted a meal period of one half (1/2) hours duration during eight (8) hour work shift. Whenever possible the meal period shall be scheduled at the middle of the shift. Said meal period shall be duty free except in case of emergency.~~

~~All media technicians and system administrators shall be permitted sufficient time to eat one meal at the area of their work assignment during their eight (8) hour tour of duty.~~

~~Administrative assistants' work schedules shall provide for a ten (10) minute rest period during each one-half (1/2) shift. The rest period shall be scheduled at the middle of each one-half (1/2) shift whenever feasible.~~

~~11. VACATION (Administrative assistants, Media Technicians, Network Administrators)~~

~~The vacation year for eligible regular employee shall be the period July 1 to June 30 inclusive and each eligible regular employee shall be credited on June 30 with vacation leave with pay as follows:~~

- ~~A. Ten (10) days after thirty (30) weeks of continuous service;~~
- ~~B. Fifteen (15) days after five (5) years of continuous service;~~
- ~~C. Twenty (20) days after ten (10) years of continuous service;~~
- ~~D. Twenty five days after twenty (20) years of continuous service;~~
- ~~E. During the first fiscal year of employment, an employee shall be deemed to earn 1 day of vacation for each month worked up to a maximum of ten (10) days. Said days must be used during the fiscal year in which they are earned, and do not affect the employees right to be credited on June 30 with ten (10) days for use in the next fiscal year.~~

~~Employees beginning their fifth year of employment in the Pembroke Public Schools may choose to either carry over or buy back at the then applicable per diem rate up to five days of unused vacation time (choice subject to mutual agreement between the Administration and the employee). Employees beginning their tenth year of employment in the Pembroke Public Schools may choose to either carry over or buy back at the then applicable per diem rate up to ten days of unused vacation time (choice subject to mutual agreement between the Administration and the employee). It is understood between the parties that any carried over days must be used in the year immediately following the carry over or they are lost.~~

~~Upon termination of employment, employees shall receive payment for any accrued but unused vacation credited as of June 30<sup>th</sup> of the vacation year immediately preceding their termination of employment and, in addition, prorated vacation pay based upon the percentage of the vacation year completed (July 1 — June 30) as of their effective date of termination. If termination is caused by death, said payment shall be made to the employees spouse or beneficiary.~~

~~The approval of vacation requests shall be at the discretion of the administration of the Pembroke Public Schools and building seniority shall prevail. Employees may schedule up to five days of vacation as single days off in any fiscal year.~~

Up to two (2) vacation days may be taken in one half (1/2) day increments.

#### 4. Article V: Holidays

##### **Modify as follows:**

Paraprofessionals will also be paid for LABOR DAY, COLUMBUS DAY, VETERANS DAY, THANKSGIVING DAY, the FRIDAY FOLLOWING THANKSGIVING, CHRISTMAS DAY, NEW YEAR'S DAY, MARTIN LUTHER KING DAY, PRESIDENT'S DAY (providing school is not in session), PATRIOT'S DAY, MEMORIAL DAY AND GOOD FRIDAY (providing school is not in session). Paraprofessionals who report to work will be paid for their full normal work hours on the Wednesday before Thanksgiving, the day before Christmas break (if a half day for students), and the last day of school for students (if a half day for students).

~~In addition to the holidays and terms set forth above, INDEPENDENCE DAY shall be a holiday for administrative assistants, network administrators and media technicians.~~

½ Day before New Year's	Columbus Day
New Year's Day	Veterans Day
Martin Luther King Day	½ Day before Thanksgiving
Presidents Day	(providing school is not in session)
Good Friday	(Providing school is not in session)
Thanksgiving Day	Day after Thanksgiving Day
Patriots Day	½ Day before Christmas
Memorial Day	(providing day is a regularly scheduled work
day)	
<del>Independence Day</del>	Christmas Day
Labor Day	

For any holiday that falls on a Saturday will be observed the preceding Friday and any holiday that falls on a Sunday shall be observed the following Monday.

**On an early release day holidays and the last day of school, bargaining unit members shall be released from work at student dismissal time.**

#### 5. Article VII: Sick Leave

##### **Modify as follows:**

1. Paraprofessionals absent during the school year because of personal illness, disability, or quarantine, and reported in accordance with procedures established by the Superintendent of Schools, shall receive full pay for fifteen (15) days of such absence during the school year. These days shall be earned at the rate of one

and one-half days per month during the school year. ~~Administrative assistants, media technicians and network administrators shall earn at the rate of one and one-half days per month for a total of eighteen (18) days per year.~~ Unused sick leave may be accumulated up to one hundred and ninety-five (195) days. The accumulated sick leave days may be used only upon the exhaustion of the bargaining unit member's current year pro-rata accumulation. ~~Administrative assistants, media technicians, network administrators and~~ Paraprofessionals may take sick leave in ½ day increments.

2. In addition to absences for personal illness or injury, paraprofessionals will be entitled to a maximum of five (5) days' leave per year per employee, to be deducted from sick leave, to be used when serious illness of a member of the immediate family or a member of the permanent household requires personal care by the paraprofessional. **At the end of the work year, any unused "family illness days" shall be rolled over into the next work year and categorized as "family illness days." A bargaining unit member may accumulate up to a maximum of sixty (60) "family illness days." A bargaining unit member may use up to five (5) "family illness days" plus any accumulated "family illness days" in any one work year.** For such leave, a statement of circumstances shall be submitted by the paraprofessional to the Superintendent or his/her designee. For the purposes of this subsection, "immediate family" shall be the same as defined as in Bereavement Leave below. One of the five family sick days may be used in ½ day increments. The standards for the usage of these ½ days will be the same as the standards utilized for personal days.
3. Bargaining unit members with ten or more years of service will be paid at one half (1/2) pay for not more than ~~one hundred (100)~~ **one hundred fifty (150)** unused and accumulated sick days upon leaving employment **provided they have 10 years of continuous service.** ~~This shall not apply to administrative assistants, media technicians or network administrators.~~
4. A doctor's certificate may be required by the Superintendent for benefits under the Sick Leave Plan. The School Committee may require a doctor's certificate from a doctor of its own choosing at its own expense.

## 6. Article VIII: Sick Bank

### Modify Section 2b as follows:

A bargaining unit member shall be eligible if he/she has at least ten (10) days of accumulated sick leave prior to the onset of the illness for which days from the bank are sought and must have donated at least one (1) day to the Bank. ~~As of July 1, 2016, any bargaining unit member who has not donated a day shall have one (1) day deducted from his/her personal sick leave and credited to the Sick Bank.~~ Any bargaining unit member hired after July 1, 2016 shall have one (1) sick day deducted from his/her personal sick leave and credited to the Bank at the start of his/her second year. Any bargaining unit



member who does not wish to participate in the Bank must notify the Human Resources office in writing of their desire not to participate in the Bank. Once an individual opts out of the Bank, that individual may not opt back in at any point in the future and any days that have been donated to the Bank from his/her personal accumulated sick leave shall remain in the Bank.;

**Modify Section 6 as follows:**

Perfect Attendance shall be defined as no absences other than for jury duty, contractual bereavement leave, and one personal day. Beginning in F09, employees with perfect attendance for the period from September 1-December 31, January 1-March 31, April 1-June 30 will receive an award of \$100.00. The maximum amount which may be awarded to any employee in any fiscal year is \$300.00. Such payments will be made not later than the third pay period following the conclusion of each of the above referenced periods.

~~Perfect Attendance for administrative assistants, media technicians and network administrators shall be defined as no absences other than for vacation, jury duty, and contractual bereavement leave in each three (3) month period set forth below. One personal day in any fiscal year shall not count as an absence for the purposes of determining perfect attendance. Absence for additional personal day(s) will count against perfect attendance in the three (3) month period where such day(s) are used. Employees will receive an award of \$100.00 for perfect attendance during the periods of July 1-September 30; October 1-December 31; January 1-March 31; and April 1-June 30. The maximum amount which may be awarded to any employee in any fiscal year is \$400.00."~~

**7. Article IX: Review of Sick Leave**

**Replace entirety of current article with the following:**

1. PURPOSE: It is the purpose of these instructions to support employees who may require additional time away from work for their own or family members' illness and to ensure continuity of instruction/operations for teaching and learning.

2. APPLICABILITY: These procedures apply to all personnel covered by this agreement.

3. DEFINITIONS:

a. Indicators that an employee may require support: (1) Exhausting sick leave days on a monthly basis for a period of three or more consecutive months; (2) Two or more instances within a six (6) month period of using sick leave in conjunction with holidays or regularly scheduled days off; (3) Some other pattern of absences which gives rise to reasonable concern; (4) More than five occurrences of sick leave use in a fiscal year. Any use of sick leave substantiated by a note from a licensed physician who examined and/or treated the employee during the period of absence shall not be counted as an instance as defined above

provided that said certification is received by the Superintendent or his/her designee in a timely manner.

b. Excessive absenteeism: A pattern of absenteeism determined by the intervention meeting specified by Level One of the Program defined by Section 4a of this article.

c. Sick Leave - As defined in Article XI of this Agreement.

d. Occurrence - An occurrence is defined as any absence using one or more consecutive day(s) of sick leave regardless of duration or one or more non-consecutive day(s) of related absences.

4. GENERAL: The intent of this Article is to support employees whose excessive absenteeism prevents continuity of instruction or operations.

5. PROGRAM: When a supervisor and/or other administrators suspects that an employee requires support and to ensure continuity of instruction and operations, they will adhere to the following steps:

a. Level One:

The supervisor and/or their designee will obtain a report of the employee's sick leave use for the past twelve (12) months. The supervisor and/or other administrator will review the employee's use of sick leave and determine if any of the indicators identified in Definitions (a) above apply. The employee's attendance discipline record, if any, will be reviewed. The supervisor or other administrator ~~may~~ will meet with the employee to discuss the basis for the concern. The employee will be given the opportunity to explain the nature of sick leave usage and address any concerns raised by the supervisor and/or other administrator. This meeting will not be disciplinary in nature. During this meeting, the employee will be provided with Employee Assistance resources and a conversation may be scheduled with the Human Resources Manager at the employee's discretion to identify additional strategies for improved attendance. The employee may be accompanied by a union representative to this meeting.

Within 24 hours of the conclusion of this meeting, the employee will be notified whether or not the employer has determined excessive absenteeism has occurred. In the event the employer does determine excessive absenteeism has occurred, the employee will be informed in writing of the next steps in the progressive sick leave review program.

b. Level two:

If it is determined that excessive absenteeism has occurred based on the level one intervention meeting, and the same indicators continue, the employee will be provided with Employee Assistance resources and a conversation will be scheduled with the Human Resources Manager to identify additional strategies for

improved attendance. The employee may be accompanied by a union representative to this meeting. The employee will also be issued a written warning notifying them that excessive absenteeism is suspected if the employee has not received a written warning in the past 24 months. This written warning will be removed from the employee file should no other indicators arise within a 24 month period. The employee will be informed in writing of the next steps in the progressive sick leave review program at the conclusion of the level two meeting.

Once the employee has been notified, the supervisor and/or other administrator will personally review the employee's sick leave usage every month for a period of 24 months.

c. Level three:

In the event an employee's absence continues to indicate concerns around continuity of instruction/operations, additional disciplinary action may be taken and the employee may be required to produce medical documentation for every future use of sick leave for a period of 12 months. When medical documentation is required it should contain a date and a clear indication that a person is or has been under the care of a healthcare provider.

d. Level four:

In the event that following level three above, the employee's absence continues to indicate concerns around continuity of instruction/operations, the employee will be subject to further disciplinary action up to and including dismissal.

Employees suffering from a serious medical condition as defined by the Family and Medical Leave Act (FMLA) will be exempted from discipline under this article as if they were protected under FMLA. Procedures and forms established by the Department of Labor will be used to determine the existence and duration of a serious health condition.

Should a conflict arise between the language of this contract and state or federal law, the applicable laws will prevail.

## **8. Article X: Bereavement Leave**

### **Modify Section 1 as follows:**

Five (5) work days of bereavement leave shall be granted to an employee upon the death of anyone in the employee's family. A maximum of five (5) work days' leave with pay will be granted for each individual and separate bereavement during the school year. This time shall not be deducted from, but shall be in addition to any other leave provisions. For purposes of this Section, family is defined as: the employee's spouse, significant other, child, grandchild, mother, father, parent-in-law, brother, brother-in-law, sister, sister-in-law, grandparent, grandparent-in-law, aunt, uncle, niece, nephew, **cousin**, or spouse's aunt, uncle, niece or nephew, aunt and uncle.

**9. Article XI: Insurance**

**Modify paragraph one as follows:**

The Town of Pembroke provides a group insurance plan appropriately entitled *Town of Pembroke Employees Group Insurance Plan* revised January 1, 1967. Any employee of the School Department working twenty (20) hours or more is eligible to participate in the Town’s Group Insurance Plan. Neither the Employer nor the Town will operate such benefit program but the insurance company or companies (which may include Blue Cross and Blue Shield with respect to their programs) will administer the benefits, which shall be subject to such conditions and limitations as are provided by law and in the applicable insurance policies and contracts. The premium for such plan shall continue to be shared between the Employer and Employee. The premium payment ratio will be Employer 75% and Paraprofessional 25%. ~~Effective July 1, 2014, administrative assistants, media technicians and network administrators shall pay eighteen and one half percent (18.5%) of the HMO premium cost. Effective July 1, 2017, administrative assistants, media technicians and network administrators shall pay twenty two percent (22%) of the HMO premium cost. Effective July 1, 2018, administrative assistants, media technicians and network administrators shall pay twenty five percent (25%) of the HMO premium cost.~~ The Employer shall be entitled to any dividends or refunds in connection with the plan. Any claims or disputes concerning eligibility for or payment of benefits under this section shall be determined in accordance with the applicable insurance policies and contracts and shall not be subject to a claim against the School Committee or Town. Blue Cross/Blue Shield payments (deductions) will occur twice a month. (Deductions will be made in a manner that will assure that the total yearly Blue Cross/Blue Shield premium (deduction) will have been paid by the close of the school year).

**10. Article XIII: Longevity**

**Modify as follows:**

**Any paraprofessional first employed before September 1, 2011 shall receive the following:**

Paraprofessionals:

Years of Completed Service

Longevity Payment:

1-5 years:	5 x per diem rate + \$450.00
6 years:	6 x per diem rate + \$450.00
7 years:	7 x per diem rate + \$450.00
8 years:	8 x per diem rate + \$450.00
9 years:	9 x per diem rate + \$450.00
10 years:	10 x per diem rate + \$550.00
11 years:	11 x per diem rate + \$550.00
12 years:	12 x per diem rate + \$550.00
13 years:	13 x per diem rate + \$550.00
14 years:	14 x per diem rate + \$550.00

15-19 years: 15 x per diem rate + \$600.00  
 20 years +: 15 ~~20~~ x per diem rate + \$650.00

Any paraprofessional first employed on or after September 1, 2011 shall receive the following:

<u>Years of Completed Service</u>	<u>Longevity Payment:</u>
7	\$1,200
10	\$1,450
14	\$1,700
19	\$1,950
24	\$2,200
29	\$2,450

~~Administrative assistants, media technicians and network administrators shall be entitled to longevity payments to be made in one payment during the month of December according to the following schedule.~~

~~10—14 years of continuous service \$400.00  
 15—19 years of continuous service \$500.00  
 20 or more years of continuous service \$600.00~~

**The longevity payment shall be added to the annual salary of eligible employees and paid out each year in one lump sum payment in the first paycheck of December.**

**11. Article XV: Tuition Assistance**

**Modify the first paragraph as follows:**

The School Committee will establish a fund of \$7,500 each school year beginning on July 1, 2011, to provide tuition assistance to paraprofessionals in meeting the educational requirements for their job **and for pre-approved continuing professional development activities including but not limited to baccalaureate and graduate courses, on-line baccalaureate and graduate courses, workshops, seminars, and conferences.** Said fund will be distributed as follows:

**12. Article XVI: Performance Appraisal**

**Modify as follows:**

A. All paraprofessionals will have annual job performance ~~appraisals~~ **evaluations** that will be used to improve job performance. Paraprofessionals shall receive a job description prior to their first ~~performance appraisal~~ **annual evaluation**. Said Appraisal will be performed ~~by the Principal or Assistant Principal~~ **according to the procedure specified by Appendix A** annually. Said ~~Appraisal~~ **evaluation** will be presented to the employee for discussion and signature **by June 1st. Written observation reports will be shared with the paraprofessional within 10 school days and all observations will be**

**completed by May 1st.** The employee will be encouraged to comment in writing. The evaluation will become a part of the employee's personnel file, with access limited as provided by G.L. c.149 s.52C. Copies of appraisals will be available to the employee in accordance with G.L. c.149 s.52C.

The Committee and the Association agree to create a joint task force to negotiate a new observation and evaluation process, tool and form **at either party's request.** The parties will abide by the current contractual provision calling for a joint task force to negotiate a new observation and evaluation process, tool and form for paraprofessionals. ~~media technicians and administrative assistants. Until the new procedure, instrument and forms are agreed upon, appearance and attendance shall be stricken from the current form.~~

The Pembroke Public Schools will not discriminate against any paraprofessional on the basis of ~~race, color, age, gender, national origin, sexual orientation and/or disability~~ **race, color, religion, national origin, pregnancy, sex, gender, sexual orientation, marital/civil union status, ancestry, place of birth, age, citizenship status, veteran status, political affiliation, genetic information, or disability as defined and required by state and federal laws.**

B. No material derogatory to a paraprofessional's conduct, service, character or personality will be placed in his/her personnel file unless the paraprofessional has had an opportunity to review the material. The paraprofessional will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The paraprofessional will also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent and attached to the file copy. The failure of the Administration to respond to such an answer in writing and to place it with the file copy shall not indicate agreement with the paraprofessional's answer.

C. Any complaint regarding a paraprofessional, made by any parent, student, or other person, requiring administrative action, will be promptly called to the attention of the paraprofessional prior to such action.

D. The Association recognizes the authority and responsibility of the principal for disciplining or reprimanding a paraprofessional for delinquency of professional performance or conduct. If a paraprofessional is to be disciplined or reprimanded by a member of the administration above the level of the principal, however, he/she will be entitled to have a representative of the Professional Rights and Responsibilities Committee of the Association present and/or a member of the MTA. The Superintendent of Schools will be entitled to have a member of the School Committee or other representatives of the School Department present. This Article is not intended to infringe upon or limit a principal's right or privilege to discuss with a paraprofessional his/her general or professional conduct on the job, nor limit the principal's ability to communicate to his/her staff on a one-to-one basis. Disciplining or reprimanding is defined as those situations at which written documentation of the incidences are placed in the employee's personnel file.

E. After three consecutive years of employment a paraprofessional will not be disciplined or discharged except for ~~good cause~~ **just cause**. The term “~~good cause~~” **just cause** may include, but shall not be limited to, grounds put forth by administration that are not arbitrary, irrational, unreasonable, in bad faith or irrelevant to the operation of the school system. A paraprofessional with less than three consecutive years of employment may be disciplined or discharged without ~~good~~ **just cause**.

This does not preclude a reduction in force for the following school year.

Paraprofessionals with less than three consecutive years of employment shall be appointed on an annual basis and are subject to renewal or non-renewal for the following school year at the discretion of the Principal subject to the approval of the Superintendent.

When a non-renewal is to take place, the School District shall give written notice to the affected paraprofessional under usual circumstances on or before June 1.

F. There shall be one central place where the Administration shall maintain all files, cards, and records concerning a paraprofessional and/or the paraprofessional's work.

### **13. Article XVIII: MTA Delegates**

#### **Modify as follows:**

The Committee shall grant one (1) day's leave of absence, with pay, minus the cost of a substitute for up to **eight (8)** ~~six (6)~~ elected delegates to attend the Massachusetts ~~Paraprofessionals~~ **Teachers** Association Annual Meeting. The Association will reimburse the delegate(s) for the cost of hiring a substitute. Members of the paraprofessional bargaining unit may be elected by the PTA to serve as one or more of the ~~six~~ **eight** delegates, however, no more than ~~six~~ **eight** PTA members employed by the Pembroke Public Schools shall be granted leave for this purpose.

### **14. Article XIX: Extended Leaves of Absence**

#### **Modify Section A as follows:**

#### **MATERNITY PARENTAL LEAVE**

1. A leave of absence, without pay or increment, may be granted for ~~maternity~~ **parental** purposes to full-time ~~female~~ paraprofessional employees on the terms and conditions set forth herein.
2. A ~~pregnant~~ paraprofessional who requests a leave under this paragraph should notify the Superintendent in writing of her anticipated date of departure and intention to return preferably three (3) months prior to, but in no event less than two (2) weeks prior to, his/her anticipated date of departure. At the time of this notification, the employee will select one of the following two (2) options:

Option A. A ~~female~~ full-time paraprofessional who has completed three (3) years of continuous service may be granted an extended ~~maternity~~ **parental** leave without pay or increment but with entitlement to sick leave benefits for disability resulting from childbirth during this period of leave under the conditions set forth in Article XVII, Article XVIII and Article XIX.

Option B. A female full-time paraprofessional who has been employed by the Pembroke School System for at least three (3) consecutive months shall be granted a Massachusetts Statutory ~~Maternity~~ **Parental** Leave (MGL Chapter 149, Section 105D) without pay or increment, but with entitlement to **accrued** sick leave benefits **up to a maximum of 40 days per leave per year with an option for additional paid sick leave benefits** for disability resulting from childbirth during the period of such leave under the conditions set forth in Article XVII, Article XVIII and Article XIX.

3. The provisions of Option A are as follows:

- a. The duration of such ~~maternity~~ **parental** leave shall be for a period of less than two (2) years from the date of its commencement.
- b. At the time the employee requests his/her ~~maternity~~ **parental** leave as heretofore described, he/she shall select a return date which coincides with the commencement of a school year, which date shall be less than two (2) years from commencement of his/her leave.
- c. The employee must notify the Superintendent, in writing, on or before April 1 of the school year preceding the selected return date, of his/her intention to return to duty at the expiration of his/her leave. If the employee fails to so notify the Superintendent, in writing, or does furnish written notice and fails to return to duty at the expiration of his/her leave, he/she shall be deemed to have resigned.
- d. When the employee returns to work at the beginning of a school year, as prescribed above, he/she shall be assigned to a position for which he/she is qualified.

4. The provisions of Option B are as follows:

- a. The duration of such ~~maternity~~ leave shall not exceed eight (8) weeks from the date of its commencement.
- b. At the time the employee requests ~~her maternity~~ leave as heretofore described, ~~she~~ **the employee** shall select and notify, in writing, the



Superintendent of her anticipated date of return. If the employee fails to so notify the Superintendent in writing, or does furnish written notice and fails to return to duty at the expiration of her leave, ~~she~~ **the employee** shall be deemed to have resigned.

- c. An employee who has complied with all of the above prescribed conditions shall be, upon her return, returned to her original position with the same status, pay, length of service credit, and seniority, wherever applicable, as of the date of the commencement of her leave.
- d. A copy of MGL, c.149, s. 105D shall be posted in each faculty room of the Pembroke School System.

**Modify Section D1a as follows:**

**FAMILY MEDICAL LEAVE ACT**

- 1. The parties agree that the following procedures and understandings shall be applicable to leave requests pursuant to The Family and Medical Leave Act of 1993 (*hereinafter "FMLA" or "the Act"*):
  - a. Eligibility
    - 1. FMLA leaves will be available to all bargaining unit employees who have worked for the Pembroke Public Schools for at least twelve (12) months.
    - 2. Such leaves may be available:
      - (a) To care for a newly born son or daughter, a newly adopted or new placed foster child; or
      - (b) To care for a son, daughter, spouse or a parent who has a serious health condition; or
      - (c) To deal with the employee's own serious health condition if the Employee is unable to perform the functions of his or her position.
      - (d) **For any "qualifying exigency" arising from the foreign deployment of the employee's spouse, son, daughter, or parent with the Armed Forces, or to care for a servicemember with a serious injury or illness if the employee is the servicemember's spouse, son, daughter, parent or next of kin.**
      - (e) **For any other reason specified by the Act.**

All definitions of applicable terms such as, but not limited to, " spouse", "son", daughter", "parent", "serious health condition", "health care provider" as used in this Article shall be as such terms are defined in the Act itself. Nothing herein shall be construed to conflict with any applicable provisions of the FMLA.

3. Eligible employees shall be entitled to up to twelve (12) weeks of leave during the twelve (12) consecutive month period beginning with the commencement of the leave, subject always to compliance with all applicable conditions set forth below. Normally, days and/or weeks of such leave must be taken consecutively.
4. " In loco parentis" relationships must be expressly described by a statement in any FMLA leave request indicating that the applicant is responsible for the care of the person concerned "in place of a parent".

**Add new Section F as follows:**

#### **ADDITIONAL LEAVES**

The Superintendent may, in his/her sole discretion, grant additional paid and/or unpaid leaves of absence. Decisions of the Superintendent relative to Section F, Additional Leaves, are grievable through Level 3 of the Grievance Procedure but shall not be subject to Arbitration.

**Add new Section G as follows:**

#### **FAMILY MILITARY LEAVE**

An employee will be entitled to an additional (2) days personal leave of absence with pay each school year for the purpose of send off or return of active duty military child, spouse, sibling, or parent. The employee shall submit a timely written notice in advance, normally at least forty-eight (48) hours prior to the taking of such leave.

### **15. Article XX: Reduction in Force**

**Modify Section E as follows:**

In the event that there is no vacancy available, the employee not serving at discretion to be laid off may replace an employee not serving at discretion with the least seniority in the bargaining unit provided that the employee who would have been laid off is **equally** ~~more~~ qualified, in the opinion of the School Committee.

**Modify Section G as follows:**

Members of the bargaining unit who have been laid off due to a reduction in personnel shall be ~~seriously considered~~ **given first refusal** for vacancies **for which they are qualified** which may occur in positions within the bargaining unit for a period of twenty-four (24) months following the date of the lay off. During this twenty-four (24) month period, paraprofessionals who have been laid off shall be given consideration for substitute work, if they so desire. During this recall period an employee will be notified by certified mail, addressed to his/her last address of record, of the Committee's intent to recall him/her. An employee must notify the Superintendent in writing of his/her acceptance of an offer of recall within fifteen (15) days from the date of his/her receipt of said certified mail. An employee' failure to so notify the Superintendent of his/her acceptance of any such offer or his/her failure, after accepting any such offer, to report for duty on the date indicated shall terminate his/her recall rights, notwithstanding the fact that the period of recall has not expired. The School Committee shall use the same criteria as stated in Paragraph C when determining which laid off paraprofessional, if any, is to be recalled.

**16. Article XXIV: Wage Scale**

Effective July 1, 2021, increase the Unit D members' salary schedules fifty-five cents (\$0.55) on each step across-the-board.

Effective July 1, 2022, increase the Unit D members' salary schedules sixty cents (\$0.60) on each step across-the-board.

Effective July 1, 2023, increase the Unit D members' salary schedules sixty-five cents (\$0.65) on each step across-the-board.

Effective on the 91<sup>st</sup> day of the 2022-2023 school year, increase the Unit D members' salary schedules by one half percent (0.5%) on steps 6 and 7 as shown below.

Renumber steps in wage scale as below:

2021-2022 (+\$0.55)						
Step	Step	Step	Step	Step	Step	Step
1	2	3	4	5	6	7
\$18.42	\$19.82	\$20.59	\$21.17	\$21.77	\$22.39	\$23.01

  

2022-2023 (+\$0.60)						
Step	Step	Step	Step	Step	Step	Step
1	2	3	4	5	6	7
\$19.02	\$20.42	\$21.19	\$21.77	\$22.37	\$22.99	\$23.61

2023-2024 (+\$0.65)						
Step	Step	Step	Step	Step	Step	Step
1	2	3	4	5	6	7
\$19.67	\$21.07	\$21.84	\$22.42	\$23.02	\$23.64	\$24.26

2023-2024 (0.5% at the 91st day for steps 6 and 7)						
Step	Step	Step	Step	Step	Step	Step
1	2	3	4	5	6	7
\$19.67	\$21.07	\$21.84	\$22.42	\$23.02	\$23.76	\$24.38

**Modify Section B as follows:**

Paraprofessionals will be paid in 22 equal biweekly installments while school is in session (September 1 to June 30), if permissible by law and not in conflict with other Articles contained in this Agreement.

It is agreed that paychecks will be distributed on the earliest Tuesday in September that is both practicable and permissible by law.

**Effective July 1, 2017, paraprofessionals hired before July 1, 2016 may elect to receive 26 equal bi-weekly installments for work earned during the work year. Paraprofessionals hired after July 1, 2016 shall be paid in 26 equal bi-weekly installments for work earned during the work year.**

**Strike Section C as follows:**

~~Secretarial, Media Technician / Network Administrator Wage Scale~~

~~Administrative assistants, Media Technicians and Network Administrators must complete a full year of continuous service before they can advance from one step to the next step.~~

~~The cut off for advancing on the salary schedule (wage schedule) to the next step shall be July 1, of each year. Any administrative assistant, media technician or network administrator who has completed six (6) months or more continuous service prior to July 1 cutoff date shall advance to Step 2 on July 1. A administrative assistant, media technician or network administrator who has not completed six (6) months or more of continuous service as of July 1, must remain on Step 1 until the next July 1 date before advancing to Step 2.~~

~~Media technicians who hold a network or support certification will be paid a differential of 1% of their base pay.~~

~~Effective July 1, 2012, the network administrator shall receive an annual stipend of \$7,500. Said stipend shall not be continued beyond June 30, 2015 unless agreed upon by the parties.~~

**Strike Section E as follows:**

~~**Reimbursement of Damaged or Destroyed Personal Property:** The District shall reimburse paraprofessionals for the cost of any personal property (e.g. eyeglasses, hearing aids, medical devices) that is damaged or destroyed during the course of one's work duties.~~

**17. Article XXV: Duration**

**Renumber as Article XXVIII and modify as follows:**

A. This Agreement shall continue in effect through and including June 30, 2019 2024 **and shall thereafter automatically renew itself for successive terms of one (1) year, unless by October 1 next, prior to the expiration of the Contract here involved, or within thirty (30) calendar days after the signing of the Agreement, whichever is later, either the Committee or the Association shall have given the other written notice of its desire to modify or terminate this Contract.**

B. **Before the Committee adopts a change in policy which affects wages or hours or conditions of employment, and which is not covered by the terms of this Agreement, and which has not been proposed by the Association, the Committee will notify the Association, in writing, that it is considering such a change. The Association will have the right to meet and discuss with the Committee, provided that it files such a request, in writing, with the Committee within five (5) days after receipt of said notice.**

**18. Article XXV: Professional Development**

**Create new Article XXV: Professional Development as follows:**

A list of professional development opportunities will be provided and posted by the Committee no later than the first day of school annually with professional development opportunities equal to the number of professional development opportunities regularly scheduled for teachers during paraprofessional regular working hours. No later than October 1 annually, each school building shall convene a meeting with equal representatives from the Association and the Committee for the purpose of reviewing the Professional Development curriculum for paraprofessionals. The employer will seriously consider all suggestions made by the Association at this annual meeting.

**19. Article XXVI: Transfers**

**Create new Article XXVI: Transfers as follows:**

A. The Committee and the Association recognize that some transfer of staff from one school to another may be unavoidable and that frequent transfer of an education support professional may be disruptive of the educational process. In addition, it is also recognized that some transfers may be in the best interest of the School System.

B. In making transfers, the convenience and wishes of the individual education support professional will be considered to the extent that they do not conflict with the best interest of the children and the School System. Changes in school assignment will be made after consultation with the education support professional involved. Prior to being transferred and during regular working hours educators will be provided with all necessary skills and materials to successfully transition into their new assignment including but not limited to training on relevant technology and access to the full extent allowable by law to any Individualized Education Plans and/or 504 Plans the educator is assigned to implement.

C. Notice of transfer will be given to education support professionals as soon as practicable and under normal circumstances, not later than June 30 of the previous school year.

D. Education support professionals who have completed two years of service in the Pembroke Public Schools, desirous of a transfer, will submit a written request to the building principal and Superintendent or designee. Such requests must be transmitted prior to April 1st for the school year commencing in September. The School System shall respond to such requests no later than June 30.

**20. Article XXVII: Health and Safety**

**Create new Article XXVII: Health and Safety as follows:**

**A. Safe Working Environment**

The Committee and the Association recognize employees' right to a safe working environment, including the right to be free from threats of violence, and recognize the employer's obligation to provide a safe learning environment for all students and safe working environment for all staff, teachers, and paraprofessionals.

To this end, the District shall:

1. Meet annually with the Association to review and develop mutually agreed upon District-wide staff reporting forms and protocols on classroom safety issues including but not limited to:
  - a. A form for recording verbal, emotional and/or physical abuse toward staff and/or other students;
  - b. A form for tracking offenses, interventions, and consequences on an ongoing basis as each offense occurs;
  - c. Protocols for returning students who have been removed from the classroom for verbal, emotional, or physical abuse toward staff and/or other students;

The initial meeting on this subject will be scheduled and occur no later than one month following ratification of this agreement. In subsequent years, this meeting will occur no later than October 1.

2. Provide annual training to all educators on the use and purpose of the staff reporting function(s);
3. Provide ongoing training to all staff who are assigned to work with students with identified mental health needs, including professional development and training on behavior management as needed;
4. Provide all staff who are assigned to implement Individualized Education Plans and/or 504 Plans with access to such plan(s) to the full extent allowable by law;

#### B. Incident Reporting/ Response:

1. Educators will report as soon as reasonably possible and in writing, to their respective Principals, all cases of workplace injury including but not limited to physical injury, incidents of sexual harassment, and/or threats of assault suffered by them in connection with their employment, including but not limited to any violations of the District's Acceptable Use Policy by which staff members are targeted.
2. A copy of such report will be forwarded by the Principal to the Superintendent within one business day and a copy redacted for information subject to FERPA and the Massachusetts Student Records Law will be shared with the Association President within one business day.

#### C. Personal Injury Benefits:

1. Whenever an educator is absent from school as a result of injury caused by a student occurring in the course of their employment, they will be paid their full salary (less the amount of any worker's compensation award made for temporary absence due to said injury) for the full elimination period for worker's compensation eligibility with a doctor's note.
2. Educators who receive on-the-job injuries must report said injuries to their Building Principals within three working days following the protocol outlined in this article Section B Incident Reporting/Response. If said injury is covered by Worker's Compensation, then the educator will reimburse the Committee the amount received from Worker's Compensation for any amounts paid by the Committee during the period covered by Worker's Compensation.
3. The Committee will reimburse an educator for:
  - a. the cost of any personal property (e.g. eyeglasses, hearing aids, medical devices) that is damaged or destroyed during the course of one's work duties; and
  - b. the cost of medical, surgical, or hospital services (less the amount of any insurance reimbursement) incurred as the result of any injury sustained in the course of one's work duties.

**21. Appendix A: Performance Standards**

**Create new Appendix A: Performance Standards as follows:**

*This language is based on the Department of Elementary and Secondary Education.*

**Sections:**

- (1) Purpose of Paraprofessional Evaluation
- (2) Definitions
- (3) Rubric
- (4) Evaluation Cycle: Training
- (5) Evaluation Cycle: Self-Assessment
- (6) Observations
- (7) **Evaluation Cycle: Formative Assessment**
- (8) Evaluation Cycle: Summative Evaluation



- (9) Timelines: Paraprofessionals in Their First Three Years
- (10) Timelines: Paraprofessionals with more than three years of employment
- (11) Career Advancement
- (12) Improvement Plan
- (13) General Provisions
- (14) Rubric

## 1) Purpose of Paraprofessional Evaluation

The purposes of evaluation are:

- i) To promote student learning, growth, and achievement by providing paraprofessionals with feedback for improvement, enhanced opportunities for professional growth, and clear structures for accountability, and
- ii) To provide a record of facts and assessments for personnel decisions.

## 2) Definitions

A) **Paraprofessional (s):** Inclusive term that applies to classroom support personnel, library support staff and office support staff.

B) **Evaluation:** The ongoing process of identifying, gathering, and using information as part of a process to improve professional performance and to assess total job effectiveness and make personnel decisions.

C) **Evaluator:** Any person designated by a superintendent who has primary or supervisory responsibility for observation and evaluation. At no time shall a teacher be responsible for observation and/or evaluation of a paraprofessional. The superintendent is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation. Each paraprofessional will have one primary Evaluator at any one time responsible for determining performance ratings. A paraprofessional may request an additional evaluator.

i) **Primary Evaluator** shall be the person who determines the Paraprofessional's performance ratings and evaluation.

ii) **Notification:** The paraprofessional shall be notified in writing of his/her primary Evaluator and supervising Evaluator, if any, at the outset of each new evaluation cycle. The Evaluator(s) may be changed upon notification in writing to the Paraprofessional.

D) **Evaluation Cycle:** A -four component process that all paraprofessionals follow consisting of 1) Self-Assessment; 2) Goal-setting 3) Observation 4) Evaluation.

E) **Experienced Paraprofessional:** A paraprofessional with three or more years of experience in the district.

F) **Family:** Includes students' parents, legal guardians, foster parents, or primary caregivers.

G) **Goal:** A specific, actionable, and measurable area of improvement identified by the paraprofessional after self assessment against the ESP Rubric. A goal may pertain to any or all of the following: paraprofessional practice in relation to Performance Standards or specified improvement in student learning, growth and achievement. Goals may be developed by individual paraprofessionals, by the Evaluator, or by teams, departments, or groups of paraprofessionals who have the same role.

H) **Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.

I) **Observation:** A data gathering process that includes notes and judgments made during one or more classroom or worksite visits(s) of any duration but not less than 10 minutes by the Evaluator. The observation shall occur in person. Classroom or worksite observations conducted pursuant to this article must result in feedback to the paraprofessional. Normal supervisory responsibilities of department, building and district administrators will also cause administrators to drop in on classes and other activities in the worksite at various times as deemed necessary by the administrator. Carrying out these supervisory responsibilities, when they do not result in targeted and constructive feedback to the paraprofessional, are not observations as defined in this Article.

J) **Performance Rating:** Describes the paraprofessional's performance on each performance standard and overall. There shall be four performance ratings:

**Exemplary:** the paraprofessional's performance consistently and significantly exceeds the requirements of a standard or overall. The rating of exemplary on a standard indicates that practice significantly exceeds proficient and could serve as a model of practice on that standard district-wide.

**Proficient:** the paraprofessional's performance fully and consistently meets the requirements of a standard or overall. Proficient practice is understood to be fully satisfactory.

**Needs Improvement:** the paraprofessional's performance on a standard or overall is below the requirements of a standard or

overall, but is not considered to be unsatisfactory at this time. Improvement is necessary and expected.

**Unsatisfactory:** the paraprofessional's performance on a standard or overall has not significantly improved following a rating of needs improvement, or the paraprofessional's performance is consistently below the requirements of a standard or overall and is considered inadequate, or both.

**K) Rating of Overall Paraprofessional Performance:** The paraprofessional's overall performance rating is based on the Evaluator's professional judgment and examination of evidence of the paraprofessional's performance against the Performance Standards and the paraprofessional's attainment of goals set forth in the paraprofessional Plan, as follows:

i) Instructional and Library Paraprofessionals:

- I. Job Knowledge and Skills
- II. Student Support
- III. Professionalism

ii) Clerical Paraprofessionals:

- I. Job Knowledge and Skills
- II. Performance of Tasks
- III. Initiative
- IV. Interpersonal Relationships
- V. Professionalism

**L) Rubric:** A scoring tool that describes characteristics of practice or artifacts at different levels of performance. The rubrics are used to rate paraprofessionals on Performance Standards.

**M) Formative Assessment:** The process used to assess progress towards attaining goals set forth in paraprofessional plans, performance on standards, or both. This process may take place at any time(s) during the cycle of evaluation, but typically takes place at mid-cycle.

**N) Formative Evaluation:** An evaluation conducted at the end of Year 1 for an experienced paraprofessional on a 2-year plan which is used to arrive at a rating on progress towards attaining the goals set forth in the plan.

**O) Summative Evaluation:** An evaluation used to arrive at a rating on each standard, an overall rating, and as a basis to make personnel decisions. The summative evaluation includes the Evaluator's judgments of the paraprofessional's performance against Performance Standards and

the paraprofessional's attainment of goals set forth in the paraprofessional's Plan.

P) **Superintendent:** The person employed by the school committee pursuant to M.G.L. c. 71 §59 and §59A.

Q) **Improvement Plan** shall mean a plan developed by the Evaluator of no less than ninety (90) school days and no more than one school year for experienced paraprofessionals who are rated unsatisfactory with goals specific to improving the paraprofessional's unsatisfactory performance.

R) **Supervising Evaluator** shall be the person responsible for developing the Improvement Plan, supervising and evaluating the paraprofessional's progress toward attaining the Improvement Plan goals, and making recommendations about the evaluation ratings to the primary Evaluator at the end of the Educator Plan. The Supervising Evaluator may be the primary Evaluator or his/her designee.

### 3) **Rubric**

The rubrics are a scoring tool used for the paraprofessional's self-assessment, observation and annual evaluation. The parties agree that the rubrics attached to this agreement shall be used.

### 4) **Evaluation Cycle: Training**

A) Prior to the implementation of the new evaluation process contained in this article, the district shall arrange training for all paraprofessionals, principals, and other evaluators that outlines the components of the new evaluation process and provides an explanation of the evaluation cycle. The district through the superintendent shall determine the type and quality of training.

B) By November 1<sup>st</sup> of the first year of this agreement, all paraprofessionals shall complete a professional learning activity about self-assessment and goal-setting satisfactory to the superintendent or principal. Any paraprofessional hired after the November 1<sup>st</sup> date, and who has not previously completed such an activity, shall complete such a professional learning activity about self-assessment and goal-setting within three months of the date of hire. This learning activity shall occur during the contractual time. The district through the superintendent shall determine the type and quality of the learning activity.

C) At the start of each school year, the superintendent, principal or designee shall conduct a meeting for paraprofessionals and Evaluators focused substantially on paraprofessional evaluation. The superintendent, principal or designee shall:

- i) Provide an overview of the evaluation process, including goal setting and the paraprofessional plans.
- ii) Provide all paraprofessionals with directions for obtaining a copy of the forms used by the district. These may be electronically provided.
- iii) All paraprofessionals employed by the district will be given the opportunity to attend this meeting during contractual hours. The meeting for paraprofessionals at the start of the school year may be digitally recorded to facilitate orientation of paraprofessionals hired after the beginning of the school year.

## 5) Evaluation Cycle: Self-Assessment

### A) Completing the Self-Assessment

- i) The evaluation cycle begins with the paraprofessional completing and submitting to the Primary or Supervising Evaluator a self-assessment by **November 1st** or within four weeks of the start of their employment at the school. The self-assessment includes:
  - (a) An assessment of practice against each of the Performance Standards of effective practice using the district's rubric.
  - (c) Proposed goals to pursue:
    - (1st) At least one goal directly related to improving the paraprofessional's own professional practice.
    - (2nd) At least one goal directly related to improving student learning.

### B) Proposing the goals

- i) Paraprofessionals must consider goals for grade-level, subject-area, department teams, or other groups of paraprofessionals who share responsibility for student learning and results, except as provided in (ii) below. Paraprofessionals may meet with teams during contractual hours to consider establishing team goals. Evaluators may participate in such meetings.
- ii) For paraprofessionals in their first year of practice, the Evaluator or his/her designee will meet with each paraprofessional by November 1<sup>st</sup> (or within four weeks of the paraprofessional's first day of employment if the paraprofessional begins employment after September 15<sup>th</sup>) to assist the paraprofessional in completing

the self-assessment and drafting the professional practice and student learning goals.

iii) For experienced paraprofessionals with ratings of proficient or exemplary, the goals may be team goals. In addition, these paraprofessionals may include individual professional practice goals that address enhancing skills that enable the paraprofessional to share proficient practices with colleagues or develop leadership skills.

iv) For paraprofessionals with ratings of needs improvement or unsatisfactory, the professional practice goal(s) must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject area team goals.

## **6) Observations**

In the first three years of practice or first year assigned to a school the paraprofessional shall have at least one announced or unannounced observation during the school year.

The experienced paraprofessional whose overall rating is proficient or exemplary shall have one announced observation during the school year. All other paraprofessionals shall have at least one announced or unannounced observation during the school year.

The Evaluator's first observation of a paraprofessional will take place by **May 15**. The Evaluator may conduct additional observations after this date if appropriate for the paraprofessional's evaluation plan. The Evaluator is not required nor expected to review all the indicators in a rubric during an observation.

### **A) Unannounced Observations**

i) Unannounced observations may be in the form of partial or full-period classroom visitations but not less than 10 minutes. Observations of paraprofessionals will be conducted separately from and not simultaneously with teacher evaluations. The Evaluator will communicate upon arrival which employee is being observed.

ii) The paraprofessional will be provided with written feedback from the Evaluator following reflection within 10 school days of the observation. The written feedback shall be delivered to the paraprofessional in person, by email, placed in the paraprofessional's mailbox or mailed to the paraprofessional's home. After the unannounced observation, the paraprofessional may request a meeting with the evaluator. If the paraprofessional

requests a meeting or if the evaluator has a concern related to an indicator, the evaluator shall meet with the paraprofessional prior to providing written feedback. Under these circumstances, the evaluator's written feedback shall be provided within 10 school days of the observation.

For any standard where the paraprofessional's practice was found to be unsatisfactory or needs improvement, the feedback must:

(1st) Describe the basis for the Evaluator's judgment.

(2nd) Describe actions the paraprofessional should take to improve his/her performance.

(3rd) Identify support and/or resources the paraprofessional may use in his/her improvement.

(4th) State that the paraprofessional is responsible for addressing the need for improvement.

iii) Any observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement for the first time must be followed by at least one observation of at least 30 minutes in duration within 30 school days.

## **B) Announced Observations**

(a) The Evaluator shall select the date and time of the lesson or activity to be observed and discuss with the paraprofessional any specific goal(s) for the observation.

(b) Within 5 school days of the scheduled observation, upon request of either the Evaluator or paraprofessional, the Evaluator and paraprofessional shall meet for a pre-observation conference. In lieu of a meeting, the paraprofessional may inform the Evaluator in writing of the the student population served and any other information that will assist the Evaluator to assess performance

The paraprofessional will be notified as soon as possible if the Evaluator will not be able to attend the scheduled observation. The observation will be rescheduled with the paraprofessional as soon as reasonably practicable.

(c) Within fifteen (15) school days of the observation, the Evaluator and paraprofessional shall meet for a post-observation conference and during this same time period, the Evaluator shall provide the paraprofessional with written feedback. For any standard where the paraprofessional's practice was found to be unsatisfactory or needs improvement, the feedback must:

(1st) Describe the basis for the Evaluator's judgment.

(2nd) Describe actions the paraprofessional should take to improve his/her performance.

(3rd) Identify support and/or resources the paraprofessional may use in his/her improvement.

(4th) State that the paraprofessional is responsible for addressing the need for improvement.

### **7) Evaluation Cycle: Formative Assessment**

A) Experienced paraprofessionals with more than three years of employment who are not following an improvement plan receive a Formative Evaluation report near the end of the first year of the two year cycle. The paraprofessional's performance rating for that year shall be assumed to be the same as the previous summative rating unless evidence demonstrates a significant change in performance in which case the rating on the performance standards may change, and the Evaluator may place the Educator on a different Evaluation plan, appropriate to the new rating.

B) The Formative Evaluation report provides written feedback and ratings to the paraprofessional about his/her progress towards attaining the goals set forth in the self-assessment plan, performance on each performance standard and overall, or both.

C) The Evaluator shall complete the Formative Evaluation report and provide a copy to the paraprofessional by June 1. All Formative Evaluation reports must be signed by the Evaluator and delivered face-to-face, by email or to the paraprofessional's school mailbox or home.

D) Upon the request of either the Evaluator or the paraprofessional, the Evaluator and the paraprofessional will meet either before or after completion of the Formative Evaluation Report.

E) The paraprofessional may reply in writing to the Formative Evaluation report within 5 school days of receiving the report.

F) The paraprofessional shall sign the Formative Evaluation report by within 6 school days of receiving the report. The signature indicates that the paraprofessional received the Formative Evaluation report. The signature does not indicate agreement or disagreement with its contents.

G) If the rating in the Formative Evaluation report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

### **8) Evaluation Cycle: Summative Assessment**



- A) The evaluation cycle concludes with a summative evaluation report. For paraprofessionals on a one or two year paraprofessional Plan, the summative report must be written and provided to the paraprofessional by May 15.
- B) The Evaluator determines a rating on each standard and an overall rating based on the Evaluator’s professional judgment, an examination of evidence against the Performance Standards and evidence of the attainment of the paraprofessional goals.
- C) The professional judgment of the primary evaluator shall determine the overall summative rating that the paraprofessional receives.
- D) The summative evaluation report should recognize areas of strength as well as identify recommendations for professional growth.
- E) The Evaluator shall deliver a signed copy of the summative evaluation report to the paraprofessional face-to-face, by email or to the paraprofessional’s school mailbox or home no later than May 15.
- F) The Evaluator shall meet with the paraprofessional rated needs improvement or unsatisfactory to discuss the summative evaluation and the performance improvement plan for the following year. The meeting shall occur by June 1st.
- G) The Evaluator may meet with the paraprofessional rated proficient or exemplary to discuss the summative evaluation, if either the paraprofessional or the Evaluator requests such a meeting. The meeting shall occur by June 1st.
- H) The paraprofessional shall sign the final Summative Evaluation report by June 15th. The signature indicates that the paraprofessional received the Summative Evaluation report. The signature does not indicate agreement or disagreement with its contents.
- I) The paraprofessional shall have the right to respond in writing to the annual evaluation which shall become part of the final Summative Evaluation report.
- J) A copy of the signed final Summative Evaluation report shall be filed in the paraprofessional’s personnel file.

**9) Timelines: Paraprofessionals in their first three years**

<b>Activity:</b>	<b>Completed By:</b>
Superintendent, principal or designee meets with evaluators and paraprofessionals to explain evaluation process	September 15

Evaluator meets with first-year paraprofessionals to assist in self-assessment and goal setting process	<i>November 1</i>
Paraprofessional submits self-assessment and proposed goals	
Evaluator completes first observation of each paraprofessional	<i>May 15</i>
Evaluator completes Summative Evaluation Report	<i>May 15</i>
Evaluator meets with the paraprofessional to discuss Summative Evaluation	<i>June 1</i>
Any paraprofessional who will not be renewed will be notified.	<i>June 1</i>
Paraprofessional signs Annual Evaluation Report and adds response, if any within 5 school days of receipt	<i>June 15</i>

10) **Timelines: Paraprofessionals with more than three years of employment**

<b>Activity:</b>	<b>Completed By:</b>
Superintendent, principal or designee meets with evaluators and paraprofessionals to explain evaluation process	<i>September 15 of Year 1</i>
Evaluator meets with first-year paraprofessionals to assist in self-assessment and goal setting process	<i>November 1 of Year 1</i>
Paraprofessional submits self-assessment and proposed goals	
Evaluator completes unannounced observation(s)	<i>Any time during the 2-year evaluation cycle</i>
Evaluator completes Formative Evaluation Report	<i>June 1 of Year 1</i>
Evaluator conducts Formative Evaluation Meeting, if any	<i>June 1 of Year 1</i>
Evaluator meets with paraprofessional to discuss summative evaluation	<i>May 15 of Year 2</i>
Evaluator completes Summative Evaluation Report	<i>May 15 of Year 2</i>
Evaluator conducts Summative Evaluation Meeting, if any	<i>June 1 of Year 2</i>

### 11) Career Advancement

Paraprofessionals whose annual performance rating is exemplary may be recognized and rewarded with leadership roles, promotions, additional compensation, public commendation or other acknowledgement as determined by the district through collective bargaining

### 11) Improvement Plan

A) An Improvement Plan is for experienced paraprofessionals whose overall rating is unsatisfactory.

B) The parties agree that in order to provide students with the best instruction, it may be necessary from time to time to place a paraprofessional whose practice has been rated as unsatisfactory on an Improvement Plan of no fewer than 90 school days and no more than one school year.

C) The Evaluator must complete a summative evaluation for the paraprofessional at the end of the period determined by the Evaluator for the Plan.

D) A paraprofessional on an Improvement Plan shall be assigned a Supervising Evaluator (see definitions). The Supervising Evaluator is responsible for providing the paraprofessional with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan. The primary evaluator may be the Supervising Evaluator.

E) The Improvement Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the improvement goals to be met, the activities the paraprofessional must take to improve and the assistance to be provided to the paraprofessional by the district.

F) The Improvement Plan process shall include:

i) Within ten school days of notification to the paraprofessional and the PTA President that the paraprofessional is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the paraprofessional to discuss the Improvement Plan. The Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the paraprofessional.

ii) The paraprofessional may request that a representative of the Employee Organization/Association attend the meeting(s). Upon

the paraprofessional's request, a representative of the Association shall attend the meeting to discuss the Improvement Plan.

G) The Improvement Plan shall:

- i) Define the improvement goals directly related to the performance standard(s) that must be improved;
- ii) Describe the activities and work products the paraprofessional must complete as a means of improving performance;
- iii) Describe the assistance that the district will make available to the paraprofessional;
- iv) Articulate the measurable outcomes that will be accepted as evidence of improvement;
- v) Detail the timeline for completion of each component of the Plan;
- vi) Identify the individuals assigned to assist the paraprofessional which must include minimally the Supervising Evaluator; and,
- vii) Include the signatures of the paraprofessional and Supervising Evaluator.

H) A copy of the signed Plan shall be provided to the paraprofessional. The paraprofessional's signature indicates that the paraprofessional received the Improvement Plan. The signature does not indicate agreement or disagreement with its contents.

I) If mandatory, training and activities related to the improvement plan shall occur during contractual time and at no cost to the paraprofessional.

J) Decision on the paraprofessional's status at the conclusion of the Improvement Plan.

i) All determinations below must be made no later than June 1. One of three decisions must be made at the conclusion of the Improvement Plan:

(a) If the Evaluator determines that the paraprofessional has improved his/her practice to the level of proficiency, the paraprofessional will be removed from the Improvement Plan and will resume biannual evaluations.

(b) In those cases where the Evaluator determines that the paraprofessional is making progress toward proficiency, the paraprofessional will continue to receive annual observations and evaluations until reaching proficiency.

(c) If the Evaluator determines that the paraprofessional's practice remains at the level of unsatisfactory after the

second consecutive year of an Improvement Plan, the Evaluator may recommend to the superintendent that the paraprofessional be dismissed.

## 12) General Provisions

A) Only evaluators who are licensed may serve as primary evaluators of paraprofessionals.

B) Evaluators shall not make negative comments about the paraprofessional's performance, or comments of a negative evaluative nature, in the presence of students, parents or other staff, except in the unusual circumstance where the Evaluator concludes that s/he must immediately and directly intervene. Nothing in this paragraph is intended to limit an administrator's ability to investigate a complaint, or secure assistance to support a paraprofessional.

C) The superintendent shall insure that Evaluators have training in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice promulgated by ESE (35.03), and the evaluation Standards and Procedures established in this Agreement.

D) Should there be a serious disagreement between the paraprofessional and the Evaluator regarding an overall summative performance rating of unsatisfactory, the paraprofessional may meet with the Evaluator's supervisor to discuss the disagreement. Should the paraprofessional request such a meeting, the Evaluator's supervisor must meet with the paraprofessional. The Evaluator may attend any such meeting at the discretion of the superintendent.

E) The parties agree to establish a joint labor-management evaluation team which shall review the evaluation processes and procedures and recommend adjustments to the parties.

F) Violations of this article are subject to the grievance and arbitration procedure. The dismissal for any reason of an experienced paraprofessional is subject to arbitral review in accordance with the standards of M.G.L. c. 71 § 42. In all cases where the dismissal is based upon the evaluation process, the arbitrator shall determine whether there was substantial compliance with the totality of the evaluation process. Substantial compliance shall refer to a situation where the process has resulted in a fair and thorough evaluation notwithstanding timeline violations that do not impact the fairness of the evaluation.

## 13) Rubric

*\*insert current negotiated rubric\**

## **22. Appendix B: Paraprofessional Buddy System**

Create new **Appendix B: Paraprofessional Buddy System** as follows:

### **Mission:**

The purpose of the Buddy System is to enhance the professional development and retention of new and experienced paraprofessionals, promote collegiality, and socialize new staff into the school culture.

### **Goal:**

Buddies will integrate new paraprofessionals into the school, district, and community.

### **Objectives:**

Beginning paraprofessionals will acquire the knowledge of:

- Community and school history
- Community and school resources
- School policies, procedures, routines, norms, and traditions

### **Assignment of Buddies:**

Principals will assign new paraprofessionals to a Buddy. A Buddy will be an experienced paraprofessional who volunteers to act as a buddy to a new hire. Qualified volunteers will be selected on a rotating equitable basis.

### **Expectation of Buddies:**

Buddies are expected to spend approximately 15-20 minutes per week between the start of school and the end of January welcoming new paraprofessionals and assisting with questions related to building operations, school resources, and job-related responsibilities. All new paraprofessionals will be given the opportunity to shadow their buddy for one day as soon as practicable but no later than the end of their first month of employment.

### **Confidentiality:**

The issue of confidentiality in the buddy/new hire relationship is as sensitive as it is important. Since Pembroke seeks to create helpful buddy relationships, we agree that mentors will respect the new paraprofessionals' need to grow and to learn in a professional environment which will remain private.

In general, buddies will not discuss the new paraprofessionals' performance with anyone, including school and district administrators, except under the following conditions:

- A buddy, with the new para's knowledge, may discuss the new para's performance with appropriate administrators, if, in the buddy's professional judgment, the academic growth and development, social well-

being, or physical safety of the students or other members of the school community are at risk.

**Suggested topics/activities to get started:**

- Introductions
- Building tour including the designated paraprofessional workspace.
- Where to get supplies?
- How to take attendance
- Cafeteria procedures
- Recess procedures
- Bathroom procedures
- Discipline procedures
- Reporting an absence through Aesop
- Email and Classroom/SeeSaw questions
- IEP and 504 Review
- Early Release days and expectations: paras work 181 days therefore paras are expected to work on ERDs. Usually, In-Service training will be provided.
- Sub coverage
- MCAS Testing

**WHEREFORE**, the Committee and the Association have caused this **MEMORANDUM OF AGREEMENT** to be executed by their duly-authorized representatives, subject to ratification by the membership of the Association’s Unit D bargaining unit and the full School Committee, this \_\_\_\_\_ day of September 2021.

**Pembroke School Committee**

**Pembroke Teachers Association**

By \_\_\_\_\_  
**Chairperson**

By \_\_\_\_\_  
**President**