

HOOSAC VALLEY REGIONAL SCHOOL DISTRICT
49 PARK STREET
ADAMS, MA 01220

AGREEMENT BETWEEN

HOOSAC VALLEY REGIONAL SCHOOL COMMITTEE

AND

ADAMS-CHESHIRE PARAPROFESSIONAL ASSOCIATION

JULY 1, 2024 - JUNE 30, 2027

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AGREEMENT

This agreement made as of 1st day of July, 2024, by and between the **HOOSAC VALLEY REGIONAL SCHOOL DISTRICT**, hereinafter referred to as the District, and **ADAMS-CESHIRE PARAPROFESSIONAL ASSOCIATION**, hereinafter referred to as the Association.

ARTICLE 1 – RECOGNITION AND JURISDICTION

The District recognizes the Association as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment as are herein set forth for all teacher aides hereinafter Employees employed by the District except student, substitute and CETA employees.

ARTICLE 2 – INTENT OF PARTIES

It is the intent and purpose of the parties hereto by entering into this agreement to promote and improve both harmonious working conditions and economic relations between the District and the Employees, to bargain for, and thereby establish rates of pay, hours of work and other terms and conditions of employment to be observed between the parties, to provide methods for fair and reasonable adjustments of all disputes relating to this agreement that may arise between the parties and to insure, as far as practicable, uninterrupted operation and to provide for a fair and ethical course of conduct in relations between the District and the Employees.

ARTICLE 3 – DISTRICT PREROGATIVES

Each of the parties hereto acknowledges and agrees that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining between the parties hereto, and that the undertakings and agreements arrived at by the parties hereto, and that the undertakings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the District and the Association, for the life of this agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this agreement, or with respect to any subject or matter not referred to specifically or not covered in this agreement, even though such subject or matter may not

have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated and signed this agreement. Further, the Association agrees that

the District has complete authority over the policies and administration of the Hoosac Valley Regional School System, which is exercised under the provisions of law through its School Committee, Superintendent and Principal(s) will continue to retain, whether exercised or not the responsibility and prerogative to direct the operation of the said school system in all aspects, which sole and exclusive right shall include but not be limited to the right to: (a) decide the method of performing its work; (b) formulate, modify and alter work and work assignments; (c) establish rules for the conduct of its business in order to maintain order, efficiency and safety; (d) hire, layoff, assign, transfer and promote Employees; (e) determine the starting and quitting time, the number of hours to be worked, and the number and length of shifts to be worked; and (f) determine whether the District will employ Employees and the extent and nature of such employment, subject only to such regulations and restrictions governing the exercise of these rights as are expressly provided in this agreement. The action of the Committee or Superintendent or Principal(s) with respect to such retained rights, responsibilities and prerogatives shall not be subject to any grievance or arbitration proceeding.

ARTICLE 4 – ASSOCIATION REPRESENTATIVES

4.1 The Association shall deliver to the Superintendent of Schools a written list of the Association representatives, all of whom shall be employees of the District and within the bargaining group, immediately after their designation and the Association shall notify the Superintendent of Schools of any changes.

4.2 One Association delegate to the annual convention of the MTA/NEA shall be given one day's leave without loss of pay to attend such annual convention.

ARTICLE 5 – NON-DISCRIMINATION

There shall be no discrimination by the District against any employee because of the employee's activity or membership in the Association.

ARTICLE 6 – DISCIPLINE, DISCHARGE AND SUSPENSION

The District shall have the right to discipline, discharge and suspend the Employees for just cause but not otherwise. In the case of such discipline, discharge or suspension, the Employee and the Association shall be informed promptly of the reason for such action. If the Employee or the Association feels that the action is not for just cause, it shall so advise the Superintendent in writing within 30 calendar days, whereupon the discipline, discharge or suspension shall be discussed with the Employee or the Association, to the end that agreement be reached. Such writing shall set forth in complete detail all known facts upon which the Employee or the Association premises its conclusion that such action was without just cause.

If the aforementioned discussion between the Employee or Association representative and the Superintendent does not resolve the dispute, the Association may, within ten days after the termination of such discussion, submit the same to arbitration, subject to the provisions of Article 10 hereof.

If after arbitration a determination is made that the Employee involved has been disciplined, discharged or suspended without just cause, the District shall reinstate such Employee, and if any loss of time has been incurred by reason of such discipline, discharge or suspension, the Employee shall be compensated for such as determined by an arbitrator.

ARTICLE 7 – HOURS OF EMPLOYMENT

7.1 A “work week” shall consist of not more than 40 hours within that period of time between 6:00 a.m. on Monday through 5:59 a.m. on the following Monday during the work year. However, during the work year, Saturdays on which no classes are held, holidays on which no classes are held and Sundays are excluded from the “work week.” **Paraprofessionals shall be required to attend one (1) staff meeting per month. Each paraprofessional will receive their regular hourly rate for this time. These scheduled meetings are mandatory, and non-attendance would require being excused by the building administrator.**

7.2 A “work day” shall consist of not more than eight consecutive hours within any 24-hour period and the District shall from time to time determine for each position and Employee the number of hours in a “work day” and the starting and quitting time. The typical “work day” will be 6 hours. From time to time, the principal will indicate those positions that require 6.5 or 7 hours. Each paraprofessional will receive an annual appointment letter that will include their positions, any additional duties and the time requirement for those duties.

7.3 The “work year” will include days when pupils are in attendance and in-service days as provided in Section 18.1. Scheduled half days will be paid for hours worked.

7.4 The number of hours in an employee’s work year shall be established at the beginning of each work year for each employee for that particular work year and shall not be reduced during that work year including for the sole purpose of reducing benefits except with the agreement of the employee involved or unless the employee’s employment is terminated pursuant to the provisions of Article 23 Reduction in Force or the employee is terminated for just cause.

7.5 In the event the District starts the student day later than scheduled or terminates the student day sooner than scheduled the employee shall be paid for the lost work time if such employee has worked all of the balance of his/her regularly scheduled work day or has not been given the opportunity to make up the work time lost.

7.6 An employee working four hours per day shall be entitled to a maximum of one 15-minute on-premises break during the morning work period and an employee working 5 $\frac{3}{4}$ hours per day shall be entitled to two (two) 15-minute on-premises breaks during the work day. Such break shall be at such time as from time to time scheduled by the Superintendent or the employee's immediate supervisor. In the event services are performed by an employee during his/her break period at the request of such employee's building principal or immediate supervisor, such employee shall be given, if practicable, a compensatory break equivalent to the lost break time as promptly as practicable on the same day. It is agreed that because of student needs, schedule and availability of personnel, some employees may not receive any or all breaks provided for in this section. However, a reasonable attempt will be made to schedule breaks so that all employees receive breaks. Nevertheless, an employee may not carry over or accumulate break time or be paid for breaks not utilized.

7.7 An Employee whose regularly scheduled work day is six or more hours shall be entitled to an unpaid duty-free lunch period of 30 minutes as scheduled by the Principal or the Employee's immediate supervisor. Such employees may not be required to forgo his or her 30 minute lunch period, but may voluntarily waive the same with the approval of the Principal, which waiver shall be in writing if requested by the Superintendent or principal. Any Employee who works at the request of the principal or the Employee's immediate supervisor during such Employee's unpaid lunch period shall be paid for such time worked at the Employee's regular rate of pay.

7.8 Employees whose workday is less than six hours per day may, but need not, be given an unpaid lunch period as from time to time scheduled by the Principal or the Employee's immediate supervisor.

7.9 The District may adjust the hours of employment of a paraprofessional as long as the District remains within the parameters of all provisions of this Article and may implement it upon seven days' notice to the paraprofessional and to the Association. However, after implementation, bargainable subjects directly or indirectly arising out of, occasioned by any such change shall be bargained if within 30 days of implementation the Association requests the same in writing.

7.10 The anticipated regular work hours for paraprofessionals will be as follows at each building:

School	Anticipated Starting Time for Commencement of Classes	Anticipated Ending Times for Classes
Hoosac Valley High School	7:30 a.m.	2:00
Hoosac Valley Middle School	8:05	2:35
PreK-3	8:40	3:10

However, it is the District's responsibility to from time to time fix the actual starting and ending times for classes so as to be the same as for teachers.

ARTICLE 8 – INDEMNITY

8.1 In the event that a complaint, claim or other demand is lodged against Employee by any person, firm, or entity other than District because of an act or omission of Employee, which act or omission occurs in the course of and arises out of Employee's employment by District, and which act or omission does not constitute gross negligence or willful misconduct, District agrees that it shall indemnify and save harmless said Employee against any and all liability, loss, damages, costs and expenses incurred by Employee arising out of said act or omission. Employee agrees that he/she shall advise Superintendent in writing as soon as practicable of the occurrence of any act or omission which may engender a complaint, claim, or other demand and shall not await the actual assertion of such complaint, claim or demand. Failure to seasonably deliver said notice shall exonerate District from all obligations and liability hereunder.

8.2 Upon receipt of said written notice from the Employee, the District may, at its own expense, defend against such complaint, claim or other demand and take all such steps which it deems necessary or proper to prevent or minimize loss, damage, costs and expenses of the Employee.

8.3 Employees shall, where appropriate, comply with the provisions of Chapter 258 of the General Laws of the Commonwealth of Massachusetts as from time to time amended.

8.4 Nothing set forth in this Article or done by District pursuant hereto shall be deemed to constitute a waiver by District of any right, remedy or sanction it may have against Employee pursuant to the terms of this agreement and pertinent provisions of law.

ARTICLE 9 – INSURANCE AND BENEFIT PLAN

9.1.1 On the effective date of this agreement the District will pay one hundred percent (100%) of the cost for a \$10,000 group term insurance plan insuring the life of an employee, Employees may elect to increase their group term insurance to the maximum permitted by law at no expense to the District.

9.1.2 A paraprofessional may enroll in any HMO, PPO, or POS plan with such benefits and through such organizations as the District shall from time to time select. The District shall pay toward the premium cost for the plan in which a teacher enrolls the amount equal to seventy-five percent (75%) of the premium cost for the HMO plan selected by the District. The District shall not pay less than fifty percent (50%) toward the actual premium cost for the plan in which a paraprofessional is enrolled. The District shall pay toward the premium cost for POS and PPO plans and any other health plans not identified herein offered by the District and in which the Employee is enrolled the amount equal to sixty percent (60%) of the premium.

9.2 The District shall annually, prior to or commensurate with the annual open enrollment period, give written notice of the plans offered by the District, cost for each plan, the percentage the District will pay for each plan and the amount an employee will have to pay for each plan.

9.3 An employee may have health insurance or other health coverage through only one of the plans offered by the District.

9.4 Each employee shall from time to time as requested by the District provide the District with a statement of such employee's health and surgical insurance from all sources and provide such identifying information about the same as the District shall request.

9.5 Pursuant to M.G.L. c. 32B, sec. 21, the District has voted to elect to change health insurance benefits under M.G.L. c. 32B, secs. 21-23. The District may make changes to the health insurance benefits and plans during the term of this agreement in accordance with M.G.L. c. 32B, secs. 21-23.

9.6 A Cafeteria Plan under the Internal Revenue Code Section 125 will be offered to employees commencing in the 2007-2008 work year at no administrative or other cost to the District.

ARTICLE 10 – GRIEVANCE PROCEDURE

10.1 A “grievance” is a claim based upon an event or condition which involves the interpretation, meaning or application of this agreement or any amendment or supplement thereto.

10.2 All time limits herein shall consist of calendar days exclusive of legal holidays, Saturdays and Sundays. The time limits indicated hereunder will be considered maxima unless extended by mutual agreement in writing. Grievances submitted after the close of the school year in June will be processed as speedily as is practicable.

10.3 Level One. An Employee with a grievance shall within 30 days immediately after the occurrence of those acts or omissions upon which the grievance is premised present it to his immediate superior either directly or through the Association.

Level Two. If the grievance is not resolved to the satisfaction of the grievant within six days after submission at Level One, the grievant either directly or through the Association may present the grievance in writing to the Superintendent or his/her designee.

Level Three. If the grievance is not resolved to the satisfaction of the grievant within six days after submission at Level Two, the grievant either directly or through the Association may present the grievance in writing to the Committee.

Level Four. If the grievance is not resolved to the satisfaction of the grievant within 20 days after submission to Level Three and provided the Association indicates in writing addressed to the Superintendent that the grievance is in the opinion of the Association meritorious and that it involves in the opinion of the Association the interpretation, meaning or application of any of the provision of this agreement, the grievant may submit the grievance in writing to arbitration as hereinafter provided. (Said opinion shall be attached to the submission to arbitration.)

10.4 The following general provisions shall pertain to arbitration.

- a. Parties shall be bound by the rules and procedures of the American Arbitration Association including the selection of an arbitrator unless contrary to express provisions herein set forth.
- b. The grievant shall have the right to use in the arbitration proceedings any representative or representatives of his or her own choosing.

- c. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, shall be borne equally by the District and the Association.
- d. If a grievance affects a group or class of Employees and does not come within the purview of paragraph (h) of this article, the Association as well as the Employee may within 30 days immediately after the occurrence of those acts or omissions upon which the grievance is premised submit such a grievance in writing to the Superintendent of Schools, whereupon such grievance shall be further processed at Level Two.
- e. The Committee and the administration will cooperate with the Association in the investigation of any grievance by making available to the Association all recorded information in the possession of the Committee which is within the public domain, to the extent so requested by the Association.
- f. All decisions rendered at Levels One, Two and Three of the Grievance Procedure shall be in writing, setting forth the decision and the reasons therefore and will be transmitted promptly to the grievant and the Association. A decision at Levels One and Two shall be final unless within seven days of delivery of said decision to the grievant, the grievance is presented in writing to the next level. A decision shall be final at Level Three unless within 20 days of delivery of said decision to the grievant, the grievance is presented to the American Arbitration Association for arbitration.
- g. The arbitrator will confer with representatives of the District and the Association and hold hearings and will issue his decision as soon as possible. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning, and conclusions on issues submitted. The decision of the arbitrator shall be final and binding upon the parties except that the arbitrator shall make no decision which alters, amends, adds to or detracts from this agreement, or which recommends a right or relief for any period of time prior to the effective date of this agreement, or which modifies or abridges the rights and prerogatives of the District, Committee, Superintendent or Principal(s), as set forth in this agreement or pertinent provisions of law.
- h. The submission of any grievance to arbitration by an Employee or by the Association for the benefit of one or more Employees shall constitute a waiver of any right or rights the said Employee(s) and Association may

- have with respect to the matter submitted to said arbitration under other provisions of law and the Employee(s) and Association shall be precluded from pursuing any other remedy. The submission of any grievable matter to any court or administrative body or to arbitration under Chapter 71 of the General Laws of the Commonwealth of Massachusetts shall constitute a waiver of any and all rights to arbitrate anything pertaining to such matter under this Article 10.
- i.
 - j. No reprisals will be taken by the Committee or the school administration against any Employee participating in the presentation of a grievance in accordance with the provisions of this agreement because of such participation.
 - k. The President of the Association or his designee shall have the right to participate in the investigation and processing of a grievance. If it is necessary that such investigation or processing occur during a regular work day of the said President or his designee, he shall be released from his regular duties for such purpose without loss of pay or other benefits.
 - l. It is recognized that members of the Association may have to testify in order to properly process a grievance under Level Four and so any member other than the grievant shall be excused from his or her regular duties without loss of pay or other benefits for purposes of so testifying if the grievant gives a list of the members who will testify three days in advance of the day of hearing.
 - m. The arbitration hearing will be held within the Town of Adams or the Town of Cheshire, Massachusetts, unless both parties agree to another designated place.

ARTICLE 11 – POSTING OF AVAILABLE POSITIONS

11.1 When the District intends to fill any vacancy in a position covered by this agreement, the District shall post in a conspicuous place in each school building a notice which briefly describes the position available, the date of posting and where to apply for the same. A copy of such notice shall be sent to the Association. Such a position shall not be filled until five calendar days (exclusive of Saturday and Sunday) after the date the position was posted, provided that in the case of an emergency a temporary appointee may be made at any time. All paraprofessionals shall be given the opportunity to make an application for such a position.

11.2 Work that is done by paraprofessionals in grant-funded positions shall continue to be done by paraprofessionals at the grant-funded rate or their current rate of pay.

11.3 Vacancies in summer work, evening and before or after school positions shall be posted and paraprofessionals shall be given the opportunity to make applications for such positions.

11.4 If an Employee wishes for a building transfer or change in assignment, he/she may make an application therefore to the Superintendent. Said application shall be in writing and shall set forth the transfer or change sought and the reason therefore. The purpose of such application is to communicate with the Superintendent in a formal way of an employee's desire for a different assignment. The Superintendent may but need not grant the request. The decision of the Superintendent shall be final and it shall not be subject to either the grievance or arbitration procedures.

11.5 A vacancy occurs only during the school year and after all paraprofessionals have been assigned to a position for that particular school year.

ARTICLE 12 – MISCELLANEOUS

12.1 There shall be no discrimination because of race, color, creed or sex practiced by District or Association in the construction, application and administration of this agreement.

12.2 The District agrees to permit the Association to use a bulletin board provided by the District in the schools for the purpose of displaying notices, and Association material.

12.3 The District agrees to permit the Association, upon reasonable notice, to utilize school facilities for the purpose of conducting the business of the Association.

12.4 The Association agrees that no Employee employed by the District shall, during the course of his employment by the District, participate in any strike, slowdown, walkout, sit-in or similar activity disruptive of the conduct of the affairs of the Committee.

12.5 Employees shall be notified of anticipated initial work assignment on or before August 15 of each year.

12.6 The District will give copies of this agreement to the Association for delivery by the Association to current and newly hired employees.

ARTICLE 13 – AMENDMENT AND ALTERATION OF AGREEMENT

No agreement, alteration, understanding, variation, waiver or modification of any of the terms, conditions, undertakings or covenants contained herein shall be binding upon the parties hereto unless agreement is made and executed in writing between the parties hereto.

The waiver of any breach or condition of this agreement by either of the parties hereto shall not constitute a precedent in the future enforcement of the terms of this agreement.

If any part of this agreement is in conflict with law, such part shall be suspended and the appropriate mandatory provisions shall prevail, and the remainder of this agreement shall not be affected thereby.

ARTICLE 14 -TEMPORARY LEAVE OF ABSENCE & BEREAVEMENT LEAVE

Employees shall be granted **two (2) days of personal leave**, with pay, per year for personal, legal, business, household or family matters provided paraprofessional gives the Superintendent or his/her designee at least 24 hours written notice in advance (except in case of emergency) and further provided:

14.1 Employee may not take leave on the last workday preceding a holiday or vacation or on the first work day following a holiday or vacation except when granted by the Superintendent for hardship reasons.

14.2 Employee may be granted up to five (5) days of unpaid leave annually.

The Principal or Superintendent, as the case may be, may deny unit employees request for leave if more than 15% unit employees at Hoosac Valley Elementary or 15% unit employees at any other of the District's schools have been granted such leave for the given day. The granting of leaves shall be in the order in which written requests for leaves are received by the Superintendent or his designee.

Bereavement Plan:

14.3 Employees shall be granted temporary leaves of absence without loss of pay for the following reasons and upon the following terms and conditions: in the event of the death of the Employee's spouse or child for a period not in excess of seven consecutive days and in the event of the death of father, mother, stepfather, stepmother, father-in-law, mother-in-law, brother, sister, guardian, grandfather, grandmother, uncle, aunt, brother-in-law, sister-in-law, niece and nephew for a period not in excess of five calendar days. The beginning of such leave is to commence with the date of death. Provided the request for a different bereavement leave is promptly made, the Superintendent may permit the leave to be used at a different time, and not consecutively, in the Superintendent's sole discretion, which will not be unreasonably withheld or delayed.

ARTICLE 15- REIMBURSEMENT OF TRAVEL EXPENSES

15.1 In arranging schedules for Employees who are assigned to more than one school, an effort shall be made to limit the amount of inter-school travel. Such Employees shall be notified of any changes in their schedules. Employees who are assigned to more than one

school in any one school day shall receive the standard mileage rate mentioned in Section 3 of Rev. Proc. 80-7 for the first 15,000 miles of use provided always that in the event the mileage rate is revised the revised rate shall be paid for mileage traveled after the date the revised rate is effective for federal income tax purposes. Notwithstanding the foregoing the District shall be obligated to reimburse an Employee only if such Employee submits a written claim for such reimbursements on such forms and within such time as the Superintendent may from time to time establish.

ARTICLE 16-WAGES

16.1 Employee shall be paid bi-weekly during the term of this agreement at the hourly rate set forth on Schedule A for hours actually worked including such time actually worked at the specific direction of the Principal or Superintendent or Director of Special Services which is in addition to the regular scheduled work day for the particular Employee if such time is recorded on the time clock.

16.2 Amounts payable by an Employee pursuant to Article 9 “Insurance and Benefit Plan” for a particular fiscal year shall be deducted from such Employee’s bi-weekly pay in substantially equal amounts over such Employee’s work year, provided always nothing herein shall relieve an Employee from paying the District the amount required under the said Article 9.

16.3 Employee who have either passed the ParaPro test or received an Associates or Bachelor’s Degree from an accredited college or university, shall be placed in the Highly Qualified column of the Hourly Rate Schedule contained in Schedule A. The employee shall provide to the District such reasonable documentation as the District may reasonably require. A certified transcript from the issuing institution stating the employee has received the degree shall be sufficient. It is the exclusive obligation of the employee to notify the District if he/she has obtained a passing grade on the ParaPro test or a Degree and to provide any and all required documentation and verification to the District. The District shall pay for any Paraprofessional who is not already highly qualified to take the ParaPro test one time.

16.4 Paraprofessionals who are regularly required to perform specific duties as provided in a student’s I.E.P., will receive an additional five (5%) increase in their hourly wage. Those specific duties are diapering, lifting to assist a student in and out of a wheelchair, feeding where specialized training is required to prevent choking because of a swallowing disability, extreme physical aggression, and such other extraordinary duties as may be identified by the Superintendent or his/her designee. Under certain circumstances in which a formal plan has not been formulated, the Superintendent may assign special duty pay commensurate to the required duties. In the case of dispute, the Superintendent’s determination shall be binding and not subject to the Grievance and Arbitration provisions.

ARTICLE 17- CONTRACTING OF WORK

No provision set forth shall preclude the District from having work of a paraprofessional nature done in whole or in part by employees who are not members of this unit or by persons who are not employees of this District even though the same may result in discharge of one, more or all Employees within the unit or diminution of wages of one, more or all Employees within the unit. NO employee covered by the collective bargaining agreement will be reduced or terminated for the sole purpose of replacing such employee with a person who is not an employee of this district.

ARTICLE 18- IN-SERVICE PROGRAMS

18.1 The District shall provide at least 18 hours of educational programs per work year for the purpose of improving the skills of Employees. **Each Employee shall be required to attend the two days preceding the first day of school per work year and one additional full day during the school year.** For each in-service the Employee is required to attend, the Employee shall be paid at his/her regular hourly rate for the time required in attendance. The use of personal or sick days is not an allowable practice without approval by the Superintendent. The use of personal or sick days will result in lack of payment. All Employees may, but need not be required to attend the same educational program. Educational programs may or may not be held with teachers in attendance.

The District will form a professional development committee that will convene to examine research and data, discuss training needs, and design/modify the annual professional development plan for the District, guided by state and federal mandates, District and school goals, the District strategic plan and the individual and collective needs of the teaching staff, based on their input and certification/recertification needs. The Committee will also assist the Superintendent in setting priority topics for individual professional development requests based on the same criteria as above. The committee shall ideally consist of at least two (2) teachers from each level and three (3) paraprofessionals (one (1) from each level) selected by mutual agreement by the President of ACTA and the Superintendent. There will be a maximum number of eleven (11) committee members from the Association. The committee shall convene as needed at the request of the Superintendent. Committee members will be given release time to attend, or will be paid at a rate established by the School Committee for meetings taking place beyond the seven hour day. The approved plan shall be implemented by the employer.

ARTICLE 19-DEDUCTIONS

19.1 The District agrees to deduct from the salary of its Employees such sums as shall be duly authorized by the Employees upon forms satisfactory to the District, including deductions for Association dues, participation in the “tax sheltered” annuity plan and such additional sums as are mechanically feasible. The sums so deducted for association dues shall be remitted to the Association.

ARTICLE 20 - SICK LEAVE ARTICLE

20. An employee will be credited with fifteen (15) paid days sick leave during each work year of employment. Part time Employees will receive fifteen (15) paid equivalent days of sick leave (Half-time = 7.5 days). A first year Employee will receive days or equivalent days if part-time as follows: 5 days September 1st and one additional day for each month worked. Unused sick days may accumulate (be carried forward) to a maximum of one hundred eighty (180) days.

20.1 In the event a paraprofessional is absent for in excess of four (4) or more days whether consecutive working days or workdays interrupted by a holiday, weekend or school vacation in connection with an illness or injury, or absent in excess of eight (8) cumulative working days during any school year, the Principal or the Superintendent, may require a certificate from a licensed health care provider, at the employee’s expense, substantiating the illness or injury for any absence for which an employee seeks to use his or her accumulated sick leave.

20.2 Paraprofessionals who use not more than three (3) sick leave days per school year will receive a payment of **(two hundred dollars) \$200.00** (“Wellness Payment”). The Wellness Payment will be paid within 30 days of the last day of school and will be subject to applicable withholdings. The Wellness Payment may be paid together with or separate from any other payment made to the Paraprofessional in the District’s discretion.

ARTICLE 21- PERSONNEL FILE

21.1 No report, memoranda or other document shall be placed in those files or records referred to in G.L. (Ter. Ed.), Chapter 149, Section 52C, without a copy thereof being delivered to the employee. Upon receipt of such report, memoranda or other document, the employee shall have the right to submit to the Superintendent in writing, such refutation or other comment as employee shall deem to be pertinent. Such refutation or other comment shall be incorporated into the file or record.

21.2 Employees shall have the right to review the contents of his/her personnel file as provided under Chapter 149, Section 52C. An employee shall be entitled to have the advice, assistance, and presence of a representative chosen by the employee accompanying him/her during such review.

21.3 Any complaint regarding a paraprofessional made to any member of the Administration by a parent, student or other persons, which warrants investigation and which may be used in an evaluation will be promptly investigated, reduced to writing, and called to the attention of the paraprofessional involved. The paraprofessional will be given an opportunity to respond to and rebut such complaints.

ARTICLE 22- REDUCTION IN FORCE

22.1 Whenever the Superintendent, in the exercise of his discretion, determines that the District shall reduce the number of Employees employed by the District, the District shall post a notice in each school seeking volunteers for layoff. Ten calendar days after such posting, the District shall implement such reduction in force by laying off those employees who have the least length of service and those who have volunteered for layoff. In the event the layoff will include not all of the employees consisting of a group having the greatest length of service among those to be laid off and the same length of service, the Superintendent shall select among such groups of employees those to be laid off.

22.2 Length of service of each employee shall be his/her length of continuous service as an employee in the District from the first day of permanent employment as an employee in the unit. Any leaves granted pursuant to the collective bargaining agreement or layoffs shall not be a break in service but the length of service shall be reduced by the number of days of any leave that is more than five consecutive days.

22.3 The Superintendent shall prepare, as needed, a length of service list and post the same on a bulletin board in each school. All errors and omissions in such length of service shall be presented in writing to the Superintendent within ten calendar days after the date of posting. After the expiration of the said ten calendar day period the length of service list shall be final and binding upon all parties and employees except for those for whom an error or omission is claimed in writing within the said ten day period. The Superintendent shall make such corrections to the length of service list as the Superintendent deems appropriate and re-post the length of service list. The length of service list when so posted shall be final and binding upon all parties and employees. No adjustment will be made to the length of service list for leaves granted pursuant to the collective bargaining agreement taken in the particular school year after the date of first posting in such school year.

22.4 Employees who have been laid off pursuant to this agreement shall be given preference on the substitute list, if they so desire, for a period of two years.

22.5 An employee who has been laid off, including volunteers, shall be entitled for a period of two years from date of layoff to be recalled to a position which the District intends to fill. An employee having the greatest length of service shall be the first to be recalled. In the event one or more employees have the same length of service, the principal of the school in which the position to be filled is located shall determine the employee to be recalled. An employee eligible for recall shall be notified by telephone, mail or hand delivery of the available position and the date for first reporting to work. An employee so notified shall have five calendar days (Saturday, Sunday and holidays excluded) from the date the notice was received (notice mailed shall be deemed to be received three days from date of mailing) to accept the position offered. If an employee does not accept the position offered within the prescribed time, the employee shall be deemed to have refused the position and such employee shall be removed from the recall list. An employee who accepts such a position shall report to work on the date specified in the notice unless another date is agreed upon between the District and such employee.

22.6 An employee who is recalled shall be entitled to all the benefits such employee was entitled to prior to layoff including, but not limited to, unused accumulated sick leave, length of service and compensation.

22.7 The District may implement such reorganization, revise and implement job descriptions, make such position assignments and reassignments and take any other action made necessary or advisable as a result of a layoff as the District deems appropriate without further bargaining except as provided herein. However, after implementation, bargainable subjects directly or indirectly arising out of, occasioned by any such changes shall be bargained if within 30 days of implementation the Association requests the same in writing. An employee who is given a position assignment which differs significantly from the position such employee previously held, may within ten calendar days of being notified in writing of such assignment opt for a voluntary layoff. Such employees shall be eligible for recall under this agreement.

ARTICLE 23 – SMALL NECESSITIES LEAVE

The District agrees to abide by the provisions of the Family & Medical Leave Act, Massachusetts Parental Leave Act, Domestic Violence Leave Act and the Small Necessities Leave Act. The provisions of these laws are posted in each building. An employee who has worked for the Hoosac Valley Regional School District for at least twelve (12) months is eligible for the benefits under the Family & Medical Leave Act.

ARTICLE 24 – CORI

The following applies to Criminal Offender Record Information (“CORI”) checks pursuant to chapter 385 of the Acts of 2002, as from time to time amended.

24.1. CORI checks will be conducted once every three (3) years for employees covered by this Agreement, or more often with reasonable cause or required by law.

24.2. A copy of a CORI report will be available to the employee. If the CORI report shows any activity which makes the employee unsuitable for a position with the District, a copy will be sent to the employee.

24.3. An employee may notify the Superintendent that he/she intends to challenge the results of the CORI check.

24.4. All CORI reports will be maintained in the Superintendent’s office in separate confidential files.

24.5. The Superintendent or other administrator in his/her central office as designated by the Superintendent will be the only person authorized to request CORI checks.

24.6. Failure of an employee after written request to sign and return the Superintendent’s office within 21 calendar days such forms as are necessary or advisable to comply with the CORI shall be deemed to be and will constitute just cause for dismissal from the employ of the District under this collective bargaining agreement and Massachusetts General Laws, Chapter 71.

ARTICLE 25 - ELECTRONIC INFORMATION

The District has adopted an Internet Use Policy. Each employee and the Association agree to abide by the terms of such policies as it may from time to time be revised by the District’s School Committee and shall upon demand by the Technology Administrator and /or a Principal give all of his/her district account passwords to the Principle.

ARTICLE 26- SEVERANCE OR RETIREMENT PAY

After a paraprofessional that has been in the employ of the Hoosac Valley Regional School District for a period of 20 years or more and has attained the age of 52 years, and has 60 sick days accumulated or maintained, such professional shall be paid the equivalent of their daily rate of pay as of their last year of employment for those 60 days in January of the year following retirement.

Each paraprofessional is required to irrevocably notify the Superintendent March in writing of such paraprofessional's retirement from the District on or before March 1st. Prior to the effective date of such retirement, if it does not adversely affect District's finances or staffing, give the retirement benefit upon lesser notice.

ARTICLE 27 – DENTAL INSURANCE

For employees who are employed to work 20 or more hours per week, the District will pay 50% of the cost of such dental benefit plans as is selected each fiscal year by the District. This benefit will commence upon the District's obtaining from its insurer establishing a date coverage will commence.

ARTICLE 28-TRANSFER

28.1 Whenever the District contemplates the transfer of an Employee, the transferring Administrator shall, at least five calendar days prior to the effective date of such transfer, give to the Employee written notice of the contemplated transfer. The Employee may, within those five days immediately ensure the receipt of said notice, request, in writing, of the transferring Administrator a conference to discuss such transfer. The transferring Administrator shall meet with the Employee. After such a meeting with the Employee, the transferring Administrator may transfer the Employee.

28.2 A change of duties within the same building that does not result in a change in hours worked during a work week does not constitute a transfer and is permitted. Further, a transfer does not occur when an employee is assigned to a given position at the beginning of a school year and thus a transfer occurs only during the school year and after all paraprofessionals have been assigned to a position for that particular year.

28.3 When an Employee is involuntarily transferred to a different school during a school year, the Employee's hours and rate of pay will not be decreased. Any Employee being involuntarily transferred to a different school to a position with a higher rate of pay or increased hours, will be paid in accordance with such higher rate of pay and increased hours.

28.4 Compliance with the procedural provisions of this Article shall be subject to grievance and arbitration as provided in Article 10; however, the decision of the transferring Administrator to transfer shall be final and it shall not be subject to either grievance or arbitration.

ARTICLE 29- PROBATIONARY EMPLOYMENT

29.1 An Employee hired before October 1st is considered a probationary employee until completion of that school year. An Employee hired on or after October 1st is considered a probationary employee until their one year anniversary date. A Probationary Employee's employment may be terminated with or without cause upon written notice from the District delivered to the Probationary Employee or mailed to his/her last known address. The notice shall set forth for the date such Probationary Employee's employment by the District is terminated.

ARTICLE 30- SUBSTITUTES

30.1 Whenever an employee is directed by the Principal to serve as a substitute teacher the employee will receive as additional pay:

<u>Time Serving as a Substitute</u>	<u>Compensation</u>
Less than 1 hour	\$ 10.00
1 to 2 hours	\$ 15.00
2-3 hours	\$ 25.00
Over 3 hours	\$ 50.00

30.2 **Long Term Substitute:** Any Paraprofessional who is assigned to be a long-term substitute shall be placed at the Teacher's salary schedule place of BA1 on the eleventh (11th) day of that assignment. Any Paraprofessional who is in either role described above shall receive all preps and lunches in accordance with the Teacher's contract.

ARTICLE 31- PROFESSIONAL DEVELOPMENT COMMITTEE

Provided the District and Adams Cheshire Teachers Association has a professional development committee, the District shall allow a minimum of one member of Adams Cheshire Paraprofessional Association to attend meetings of the said professional development committee. The Paraprofessional shall be selected by mutual agreement by the President of Adams-Cheshire Paraprofessional Association and the Superintendent. The Paraprofessional selected shall be released from his or her regular duties to attend meetings and shall be paid at his or her hourly rate for attendance at the said meetings.

ARTICLE 32 –HOLIDAY

Each full time paraprofessional shall be paid “holiday pay,” for:

Patriot’s Day added in the 2026-2027 School Year;
President’s Day added on June 30, 2027 (to be enacted in FY28);

Thanksgiving Day

*Christmas Eve (to begin in the 2022-2023 school year)

*Christmas Day

New Year’s Day

* a sum equal to the amount received for his/her regular work day at straight time pay.
The holiday pay will be paid with the regular pay in the pay period for which December 25th falls in each year and shall be subject to deductions and withholdings.

ARTICLE 33 - CHILD REARING

33.1 The Committee shall grant temporary leave of absence to Paraprofessionals for the purpose of rearing a child born of the Paraprofessional or of the spouse of a Paraprofessional or adopted by the Paraprofessional or the spouse of the Paraprofessional. The Paraprofessional shall request such leave, in writing, within the twenty (20) day calendar days immediately following the day of the birth of the child or within the twenty (20) calendar days immediately following placement of a child with the Paraprofessional or Paraprofessional’s spouse for adoption. This leave will begin at the end of any applicable statutory leave.

a. The request for this leave shall include:

- ❖ the date of birth of the child or the date of the child adopted**
- ❖ the date that the leave is to begin**
- ❖ the date that the leave is to end**
- ❖ an assurance that the Paraprofessional will immediately resume teaching within the District upon expiration of the leave.**

b. The duration of the leave granted hereunder shall not exceed twelve (12) calendar months. If leave granted hereunder shall begin after the first day of February, the Paraprofessional will be deemed to have served a full year for purposes of salary increment.

c. The Committee will grant ten (10) days of paid leave, without any deduction from accumulated sick leave, for child rearing or adoption; provided that there was

a timely request for child rearing leave as specified in paragraph 1 above, and the paid leave is taken within thirty (30) calendar days immediately following the birth or arrival of the adopted child. No more than one such paid leave may be received within a school year. Unused time may not be carried from one school year to the next school year. The time shall not be increased as a result of multiple births or adoptions. If both spouses are employed by the District, the total amount of paid time may be taken by one spouse or divided between spouses.

ARTICLE 34 - DEATH BENEFIT

If a Paraprofessional dies while in the employ of the District, the District shall pay to such Paraprofessional’s spouse, or if there be none, to such Paraprofessional’s estate, a sum determined by multiplying one-half the accumulated days of sick and personal leave by the Paraprofessional’s per diem rate.

ARTICLE 35-LONGEVITY

Upon completion of the years of service in the Adams Cheshire Regional School District, as specified below, Paraprofessionals shall receive in addition to their salary, an annual longevity payment as follows:

<u>Years</u>	<u>Payment</u>
20 or more years of service	\$200

Years of service must be completed prior to the start of the school year. Each eligible employee shall receive his/her longevity payment at the end at the end of the school year.

ARTICLE 36 – PARAPROFESSIONAL EVALUATION

Paraprofessionals will be evaluated each year. Each Paraprofessional will be observed a minimum of two (2) times each year. One of these observations shall take place before the December break, unless the Paraprofessional commenced employment with the District or assignment to a school after November 15th. All observations should be completed by May 15th.

If the Paraprofessional’s first observation is rated as Exemplary or Proficient, the Primary Evaluator may waive the need for any further observations.

The Evaluator shall provide the Paraprofessional with written feedback within 5 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.

The Paraprofessional can respond to observation in writing and/or request a meeting with the Evaluator to conduct a post-observation conference.

The observer must sign the form within a week the Paraprofessional will sign the observation form(s) and may comment on any aspect of said form(s). The Paraprofessional's signature does not necessarily indicate agreement with the contents.

The Primary Evaluator shall be the building Principal. Input Evaluators can be: Dean of Students, Assistant Principal, SPED Coordinator*, SPED Director*

*SPED personnel shall only be used to observe SPED paraprofessionals.

Rating categories shall change to: Exemplary, Proficient, Needs Improvement, Unsatisfactory, Not Applicable.

ARTICLE 37- DURATION OF AGREEMENT

This agreement shall be effective as of July 1, 2024 and remain in full force and effect through June 30, 2027. Both parties agree that on or about December 2026, they will use their best efforts to negotiate an agreement to become effective on the expiration of this agreement. The parties agree that terms and conditions of this agreement shall remain in force and effect past June 30, 2027 until a successor agreement is voluntarily negotiated by the parties.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals the day and year first above written.

Witness:

Hoosac Valley Regional School District

By _____
Adam Emerson, Its Chairman

ACRSD Paraprofessional Association

By _____
Scott Balawender, Its President

SCHEDULE A- HOURLY RATE

GRID FY25		
STEP	Base	Assoc/ HQ
1	\$16.50	\$17.00
2	\$16.83	\$17.34
3	\$17.17	\$17.69
4	\$17.51	\$18.04
5	\$17.86	\$18.40
6	\$18.22	\$18.77
7	\$18.58	\$19.14
8	\$18.95	\$19.53
9	\$19.33	\$19.92
10	\$19.72	\$20.32
11	\$20.11	\$20.72

GRID FY26		
STEP	Base	Assoc/ HQ
1	\$16.91	\$17.43
2	\$17.25	\$17.77
3	\$17.60	\$18.13
4	\$17.95	\$18.49
5	\$18.31	\$18.86
6	\$18.67	\$19.24
7	\$19.05	\$19.62
8	\$19.43	\$20.02
9	\$19.82	\$20.42
10	\$20.21	\$20.82
11	\$20.62	\$21.24

GRID FY27		
STEP	Base	Assoc/ HQ
1	\$17.34	\$17.86
2	\$17.68	\$18.22
3	\$18.04	\$18.58
4	\$18.40	\$18.95
5	\$18.76	\$19.33
6	\$19.14	\$19.72
7	\$19.52	\$20.11
8	\$19.91	\$20.52
9	\$20.31	\$20.93
10	\$20.72	\$21.35
11	\$21.13	\$21.77

SCHEDULE B - PARAPROFESSIONAL PERFORMANCE EVALUATION TOOL

The evaluator will meet with the Paraprofessional(s) in the evaluator’s building (either all together, in small groups, or individually) at or about the beginning of the work year to review expectations and requirements and may include goals. If the performance of a paraprofessional is at or below the level of Needs Improvement, a discussion shall be held between the Paraprofessional’s evaluator and the Paraprofessional to discuss concerns and performance expectations prior to the performance evaluation being complete.

NAME:	EVALUATOR:
SCHOOL:	DATE:
EVALUATION PERIOD (SCHOOL YEAR):	

This form is intended to record the evaluator’s assessment of the above-named individual’s job performance as a Paraprofessional during the school year. The purpose of the evaluation is to recognize the individual’s proficient or exemplary performance and to increase performance that is unsatisfactory or needs improvement.

This form is to be completed and signed by the evaluator and provided to the Paraprofessional no later than the last student day of the school year.

RUBRIC FOR EVALUATION RATING

EXEMPLARY (Performance consistently and effectively meets job requirements. Models best practices for other paraprofessionals/staff to ensure student needs are met).	RATING OF “E”
PROFICIENT (Performance consistently and effectively meets job requirements.)	RATING OF “P”
NEEDS IMPROVEMENT (Performance does not consistently meet job requirements. Improvement in some areas is required).	RATING OF “NI”
UNSATISFACTORY (Performance does not meet job requirements).	RATING OF “U”
NOT APPLICABLE	“NA”

PLEASE NOTE: ANY RATING OF “NI” OR “U” SHOULD BE ACCOMPANIED BY EVIDENCE OR COMMENT

JOB PERFORMANCE	Circle One:				
Displays interest with enthusiasm in work	E	P	NI	U	N/A
Accurately collects data and maintains record keeping, if applicable	E	P	NI	U	N/A
Accepts and carries out assignments willingly and diligently	E	P	NI	U	N/A
Demonstrates flexibility and adjusts to change	E	P	NI	U	N/A
Demonstrates knowledge of and adherence of basic classroom/school routines	E	P	NI	U	N/A
Is successful in the reinforcement of skills	E	P	NI	U	N/A
Follows guidance and actionable feedback	E	P	NI	U	N/A
Applies new knowledge and skills	E	P	NI	U	N/A
Follows through on directions and uses work time productively	E	P	NI	U	N/A
Works as a member of a team to provide services as delineated in the students' plan or at the direction of the educator/Administrator	E	P	NI	U	N/A

EVIDENCE OR COMMENTS:

INTERPERSONAL RELATIONSHIPS WITH STUDENTS AND STAFF	Circle One:				
Relates appropriately with students and staff	E	P	NI	U	N/A
Respects and is responsive to individual differences	E	P	NI	U	N/A
Helps students to communicate in a positive manner and encourages student's effort and participation	E	P	NI	U	N/A
Works well with groups or individual students and adapt approaches to individual learning styles	E	P	NI	U	N/A
Is considerate of others and communicates effectively	E	P	NI	U	N/A
Brings concerns/issues through proper chain of command	E	P	NI	U	N/A
Understands and respects the teacher(s) role in the classroom	E	P	NI	U	N/A
Maintains appropriate boundaries with families/parents	E	P	NI	U	N/A
Contributes to the progress of the student(s)	E	P	NI	U	N/A

<p>EVIDENCE OR COMMENTS:</p>

PROFESSIONAL RESPONSIBILITIES	Circle One:				
Maintains regular attendance, is punctual and follows procedures for reporting absences/late arrivals	E	P	NI	U	N/A
Demonstrates initiative and resourcefulness	E	P	NI	U	N/A
Displays concern for students' health and safety	E	P	NI	U	N/A
Demonstrates discretion/confidentiality and ethical behavior	E	P	NI	U	N/A
Uses technology and devices appropriately and according to the district's acceptable use policy	E	P	NI	U	N/A

EVIDENCE OR COMMENTS:

OVERALL PERFORMANCE RATING:	E	P	NI	U	N/A
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GOALS	
MET GOAL	RATING OF "M"
PROGRESS TOWARDS GOAL	RATING OF "P"
NOT APPLICABLE	"NA"

GOALS:

EVIDENCE OR COMMENTS:

GOAL RATING:	M	P	N/A
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Commendations:

Suggestions for Continued Growth:

Signature of Employee

Date

Signature of Evaluator

Date

Employee response: _____
