



Agreement Between the

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DUDLEY-CHARLTON REGIONAL SCHOOL DISTRICT
AND THE
DUDLEY-CHARLTON PARAPROFESSIONAL ASSOCIATION

September 1, 2021- August 31, 2024

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Agreement

This agreement is made between the Dudley-Charlton School Committee (hereinafter referred to as the “Committee”) and the Dudley-Charlton Paraprofessional Association (hereinafter referred to as the “Association”)

Article 1 Recognition

The Committee recognizes the Association as the exclusive representative for the purposes of collective bargaining with respect to wages, hours, and other conditions of employment of all full-time and regular part-time Paraprofessionals and Certified Therapy Assistants employed by the Committee, excluding all other employees.

Article 2 Negotiation Procedure

A) No later than October 15 of the calendar year preceding the expiration of this Agreement the Committee and the Association shall agree to enter into negotiations for a successor Agreement.

B) Any Agreement reached between the Committee and the Association will be ratified in writing and will be signed by the Committee and the Association.

C) If the negotiations reach an impasse, the procedure set forth in Massachusetts General Laws Chapter 150E, Section 9, will be followed.

Article 3 Grievance Procedure

A. Purpose

This grievance procedure is established for the purpose of granting employees recognized by this Agreement a formal channel for the presentation of grievances to their employer, and to provide them with a fair and orderly procedure for the processing of said grievances through the various administrative levels of the regional school district and regional school committee, including a right of appeal at each stage of the process to the next higher level, to the end that said employees will receive an expeditious resolution of the said grievance.

B. Definition of Grievance

For the purpose of this contract, a grievance is defined as an allegation by an employee or a group of affected employees of a violation concerning the interpretation or application of the provisions of this contract relating to the wages, hours and other terms and conditions of employment of said employee or group of employees (hereinafter referred to as the aggrieved).

C. Procedure

- 1) An employee who elects to use the grievance procedure shall first discuss the matter with his/her principal or immediate supervisor with the object of resolving the matter informally.
- 2) If this informal consultation does not result within five days in a resolution of the matter which is satisfactory to the aggrieved, he/she may submit the grievance in writing to his/her principal or supervisor, provided he/she does this within 10 days of the occurrence of the matter giving rise to the grievance. (For the purpose of this agreement, "days" are defined as calendar days exclusive of Saturdays, Sundays, and legal holidays.)
- 3) A hearing shall be granted by the principal at a time and place set by him/her outside regular school hours convenient to both parties, but no later than four days after the submission of the grievance.
- 4) Within five days after the date of the hearing, the principal shall deliver or mail his/her decision in writing to the aggrieved.
- 5) If the principal's decision is not satisfactory to the aggrieved, the aggrieved may, if he/she so elects, submit his/her grievance to the Superintendent of schools, provided he/she does so within seven days following the receipt of the decision from the principal. A copy of the written grievance, together with a copy of the principal's decision shall constitute the entire grievance record at this point.
- 6) If a grievance involving substantially identical violations is made by one or more employees from two or more schools, Sections C2, C3 and C4 will not apply and such grievances will be submitted directly to the Superintendent with a copy to each affected principal. All communications on the grievance will be made directly between the Superintendent and all signed parties, with copies to the affected principals and all parties representing those making the grievance. The disposition of said grievance will apply to all affected parties whether or not they signed the original grievance.
- 7) A hearing shall be granted by the Superintendent outside regular school hours at a

time and place set by him/her convenient to both the aggrieved and the Superintendent, but no later than seven days after the filing of the grievance with the Superintendent.

8) Within five days of the date of said hearing, the Superintendent shall deliver or mail his/her decision in writing to the aggrieved.

If the Superintendent's decision is not satisfactory to the aggrieved, the aggrieved may submit the grievance to the school committee, provided he/she does so at the next regularly scheduled school committee meeting following the receipt by the aggrieved of the Superintendent's decision, provided such meeting does not take place less than three days after the receipt of the Superintendent's decision. A copy of the written grievance, the principal's decision, and the Superintendent's decision shall constitute the entire grievance record at this point.

9) Upon receipt of such a grievance, the school committee and the Superintendent shall confer as to whether the issue presented is one within the jurisdiction of the school committee under the Education Reform Act of 1993. If so, the grievance shall be processed as provided in the following steps. In the event the school committee determines that the grievance is not within its jurisdiction, the Association may apply to arbitration within 10 days. In the event that the school committee determines that the grievance is within its jurisdiction a closed hearing shall be granted by the school committee outside regular school hours at a time and place set by the school committee convenient to both the aggrieved and the school committee, but no later than the regularly scheduled meeting of the full school committee following submission of the grievance to it.

10) The school committee shall make its decision within seven days of the termination of said hearing, or at its next regularly scheduled meeting following the hearing, whichever occurs first. A written copy of the decision shall be delivered or mailed to the aggrieved within five days of the date on which the decision is made.

D. Arbitration

1) If the school committee's decision is not satisfactory to the aggrieved and the Association elects to submit a grievance to arbitration it must, within seven days of receipt of the decision of the school committee, notify the school committee in writing of its intention to seek arbitration and request from the Division of Labor Relations (DLR) a list of arbitrators to be presented to both the school committee and the Association. The arbitrator will then be selected under the provisions of the Division of Labor Relations (DLR) rules.

2) The fees of the Division of Labor Relations (DLR) and of the arbitrators and the

expenses of any required hearings shall be shared equally by the school committee and the Association, but each party shall bear the expenses of its representatives, participants, and witnesses, and for the preparation and presentation of its own case. The obligation of the school committee to pay shall be limited to the obligation that the school committee shall legally undertake, and in no event shall any present or future member of the school committee have any personal obligation for payment under the provisions of this Agreement.

3) The arbitrator's award shall be in writing and shall set forth his/her findings-of-fact with reasoning and conclusions. He/she shall arrive at his/her decision solely upon the facts, evidence, and contentions presented by the parties through the arbitration proceedings. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement, and in reaching his/her decision shall interpret the Agreement in accordance with the commonly accepted meanings of words used herein and the principle that there are no restrictions intended on the rights or authority of the school committee other than those expressly set forth herein. Subject to the foregoing, the decision of the arbitrator shall be submitted to the school committee and the Association and shall be final and binding upon the school committee, the Association, and the teacher or group of teachers who initiated the grievance, subject, however, to judicial review by a court of competent jurisdiction. No paraprofessional covered by this Agreement shall be dismissed except in accordance with the provisions of Massachusetts General Laws, Chapter 71, Section 42, which is hereby incorporated by reference and made part hereof. No claim that the dismissal of any paraprofessional covered by this Agreement is in violation of the said statutory provision or of this Agreement shall be subject to the arbitration provisions of this Agreement.

E. Miscellaneous Provisions

- 1) All decisions rendered under the grievance procedure must be in writing.
- 2) Forms for submitting grievances, giving notice of decisions and making appeals, as well as other necessary documents, will be prepared by the Superintendent of schools after consultation with and agreement of the Dudley-Charlton Paraprofessional Association and will be made available at reasonable times in every school in the district so as to facilitate operation of the grievance procedure.
- 3) The failure of an administrator at any level or of the school committee to hold a required hearing, make a decision or give notice of a decision to the aggrieved within the prescribed time limits shall enable the aggrieved to proceed to the next step as though the hearing had been held and decision made or notice of the decision given within the prescribed

time limits.

- 4) If the aggrieved fails to follow the grievance procedure, including time limits, as specified in Article 3, Section C above, the grievance will be deemed to have been waived.
- 5) In the processing of a grievance, the aggrieved may be represented or accompanied by an officer or member or representative of the Association. When appearing before the full school committee, the aggrieved may be represented in the handling of his/her grievance by an attorney of his/her own choosing, provided he/she notifies the full school committee in writing within three days of the submission of his/her grievance to the school committee that he/she will be so represented.
- 6) All arbitration hearings will be held after regular school hours, except by mutual agreement of the school committee and the Association. At Arbitration hearings held after school hours, both the aggrieved and the school committee may call witnesses and present testimony and evidence pertinent to the grievance.
- 7) All grievance hearings will be held in closed session.
- 8) No grievance application forms and records of grievance proceedings shall be filed in the personnel file maintained by the Dudley-Charlton Regional School District for any employee involved in presenting such grievance.

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F. Effect of Grievance Decisions

- 1) This grievance procedure shall not be regarded as a delegation of authority to any administrative official of powers said official does not otherwise possess. It is understood that no grievance can be settled by any administrator in violation of the terms of this Agreement or established school committee policy.

Unless such a decision falls within the authority of the person making the decision, said decision shall not be binding. If the decision is within the scope of the authority of the person making said decision, then said decision shall be final and binding subject to the right of the aggrieved employee to appeal said decision to the next higher level as provided for in this Agreement.

Article 4 Annualized Wages

- A) The annualized wages of all persons covered by this Agreement are set forth in Appendix A.
- B) Paraprofessionals shall be given the option of receiving their full pay over the regular

calendar year, or opt for a “base bi-weekly salary” payment for the school year. Selection of which method of payment will be made in writing two weeks prior to the start of each school year, and will not be allowed to change until the start of the next school year. Request for changes must be made by the member in writing two weeks prior to the start of the next school year.

1. Employees choosing regular school year will be paid an hourly rate for actual hours worked, in addition to any benefit pay due.

2. Employees choosing regular calendar year will have a “salary” computed, consisting of their hourly rate multiplied by the normal work day hours multiplied by 183 days plus holidays and available vacation time. This will be considered their “base bi-weekly salary”, and broken into 26 equal pays. As an example: 183 days, plus 12 holidays plus 15 vacation days available = 210 days x 6.5 hours per day x hourly rate will be broken into 26 equal payments.

Adjustments for hours not worked and not covered by personal or sick time (uncompensated hours) will be made with each pay period.

3. Extracurricular stipends for full year positions will be received in two payments, one with the first paycheck in November and the second with the first paycheck in June.

4. Seasonal positions will receive full payments as follows:

1. Fall positions: first paycheck in November
2. Winter positions: second paycheck in February
3. Spring positions: first paycheck in June

5. Extracurricular stipends are listed in the DCTA contract and made part of this document hereof

Article 5 Placement on Annualized Wage Schedule

A) All Paraprofessionals shall be placed on the appropriate step of the appropriate wage schedule based upon experience and/or education at the discretion of the Superintendent or designee

B) An employee must work a minimum of 135 days of satisfactory service to be eligible for a step increase at the beginning of the following school year.

C) Benefits are provided for employees who work at least thirty (30) hours weekly, but less than forty (40) hours weekly.

Article 6 Working Conditions

- A) The hours to be worked shall be set forth in a notice of intention to rehire to be mailed, if possible, by June 30. The work year for Paraprofessionals shall consist of the school year for students, plus one day before the start of the school year, plus two professional development days if teachers are offered a professional development day, totaling 183 paid days. Within that work year and weekly work schedule, the weekly load (hours) for Paraprofessionals shall not be reduced on account of in-service days or on partial days. If the work year exceeds 183 days, the Paraprofessional will receive compensation by June 30th.
- B) Delayed Openings/Inclement Weather - On delayed openings Paraprofessionals will be compensated for the full day of school. If allowed to go home early due to inclement weather, employees will receive their normal full day pay.
- C) A lunch period equal in length to that of the students shall be provided for all Paraprofessionals.

Article 7 Assignment

- A) Individual written notice shall be sent, no later than the close of the school year regarding reasonable assurances of rehiring for the coming year. If a Paraprofessional is not rehired, the reasons shall be given in said notice.
- B) Bargaining unit members shall be notified of their specific job for the following school year by August 1 (postmarked). Such notice shall indicate the type of position, the location of the assignment, and the number of hours per day and week, if possible. It is understood that changes in circumstances affecting the school systems, which may occur after August 1, may require changes in assignments contained in such notice.
- C) In the event that a Paraprofessional, who upon the request of the principal/assistant principal/department director, to substitute for an administrative assistant, an absent teacher, or to cover a classroom when the teacher is otherwise occupied in the building, the Paraprofessional shall receive full pay for the day plus a stipend of \$7.00 per hour after the first 15 minutes. A mutually-agreed upon system for tracking accruals has been determined by the Parties and outlined in Appendix B.
- D) Assignment Stipend
1. All who are assigned and regularly work as a student specific Paraprofessional

in a classroom setting or substantially separate classroom (Intensive Learning Center/Alternative Learning Center) will receive an additional stipend of \$1,500 per year.

2. Paraprofessionals who have proof of ABA certification or Director of Pupil Personnel Services approved equivalent – e.g. Registered Behavior Technician, and the paraprofessional is assigned responsibilities to utilize such certification will receive an additional stipend of \$5,000 per year.

3. Stipends listed above will be prorated if a transfer occurs during the school year.

4. Stipends listed above will be received as one payment in June.

E) Every effort will be made by administration to provide timely notice of changes to or from section D assignments. When feasible this would occur at least one pay period prior to the change.

Article 8 Transfers, Promotions and Vacancies

A) Whenever a vacancy in a Paraprofessional position occurs or a new position is created during the school year, it will be adequately publicized by means of a notice distributed electronically to DCPA officers and all staff in each school as far in advance of the appointment as practicable. The qualifications for the position and its rate of compensation will be clearly set forth.

B) In filling vacancies within the Bargaining Unit, an employee's training, quality of previous work experience, evaluations, ability, suitability, and other relevant factors will be considered.

C) Reasonable efforts will be made to provide changes in assignments on a voluntary basis.

D) In the case of involuntary transfer from an assignment, including when a transfer is necessary because of a reduction in the number of Paraprofessionals in a program or school building, Paraprofessionals in the affected area shall be canvassed for a qualified volunteer before a direct transfer is made. Volunteers should be considered first, on the basis of seniority, then the Superintendent or Director of Pupil Personnel Services shall consider the seniority and qualifications of the Paraprofessionals in the affected area, subject to reasonableness standard.

E) The procedures set forth in Sections A and B shall apply to all openings for

Paraprofessionals in summer school positions.

Article 9 Evaluation

- A) All evaluation and observation of the work performed by Paraprofessionals will be conducted openly and with full knowledge of the Paraprofessional. Evaluations of Paraprofessionals will be completed by administrators and/or supervisors.
- B) Paraprofessionals will be notified of their evaluators by October 1.
- C) Yearly evaluations of Paraprofessionals will be in accordance with the procedures established by the School Committee and the evaluation document is Appendix C.
- D) Paraprofessionals will be evaluated annually for the first 2 years once hired or reassigned and then once every two years. Paraprofessional evaluations will be completed by April 15 each year and the Paraprofessional/evaluator can request a meeting to discuss the written evaluation by May 15th of the evaluating year.
- E) Formative meetings will be held for new hires within the first 90 days.

Article 10 Employee Performance Standards

- A) Employees will have the right to review the contents of their personnel file, which shall be in one central location. No material derogatory to an employee's conduct, service, character, or personality will be placed in his/her personnel file unless the employee has had an opportunity to review the material by affixing her/his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee 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. Medical records maintained by the District, which are also personnel files, shall be kept in separate, confidential files in one central location.
- B) No complaints by individuals such as parents, employees or students may be used to the detriment of the employee unless brought to the attention of the employee at the time it was made or within one (1) week thereafter and the identity of the complainant, if known, shall be made known to the employee.
- C) The Association recognizes the authority and responsibility of the principal for disciplining or reprimanding an employee for delinquency of professional performance. If an employee is to be disciplined or reprimanded by a member of the administration, all

members will be entitled to their Weingarten Rights*.

*In 1975 the United States Supreme Court in the case of NLRB v. J. **Weingarten**, Inc. 420 U.S. 251 (1975) upheld a National Labor Relations Board (NLRB) decision that employees have a **right** to union representation at investigatory interviews. These **rights** have become known as the **Weingarten Rights**.

Article 11 Employee Rights and Obligations

- A) Employees covered by this Agreement shall have the right, and shall be protected in the exercise of that right, freely and without fear of penalty or reprisal, to form, join and assist employee organizations, or to refrain from such activity; to hold office in and participate in the management of the Association, to act in the capacity of Association representative; and to engage in other lawful Association and concerted activities for the purpose of collective bargaining or other mutual aid or protection.
- B) In the exercise of the aforementioned rights, all employees covered by this Agreement shall be free from any and all interference, restraint and coercion, and such employees shall be protected against any discrimination in regard to permanency, promotion or other conditions of employment.
- C) Neither the Committee nor the Association will discriminate against any employee covered by this Agreement because of race, color, creed, sex, national origin, marital status, age or sexual orientation in accordance with the law.
- D) Paraprofessionals will immediately report to their supervisor or building principal in writing all cases of abusive conduct and/or torts suffered by them in connection with their employment. This report will be forwarded to the Superintendent who will comply with any reasonable request from the Paraprofessional for information in his/her possession relating to the incident or person involved, and will act as the liaison between the Paraprofessional, the police and the courts.
- E) If criminal or civil proceedings are brought against a Paraprofessional alleging that s/he committed an assault in connection with his employment, the Committee may furnish legal counsel to defend him/her in such proceedings, if s/he requests such assistance.

Article 12 Holiday Pay

A) Employees will be compensated for the following holidays, provided that they have worked on the last scheduled workday prior to the holiday and on the first scheduled workday following the holiday:

Labor Day (If school commences prior to this date).	Friday After Thanksgiving	Martin Luther King Jr. Day
Columbus Day	Christmas Eve	Presidents' Day
Veterans' Day	Christmas Day	Patriots' Day
Thanksgiving Day	New Year's Day	Memorial Day

B) Employees will be compensated for Independence Day when their work schedule includes the holiday period.

Whenever New Year's Day or Independence Day fall on a Saturday, the District will celebrate the holiday on the Friday immediately preceding that Saturday. If Christmas Day falls on a Saturday or Sunday, the holiday will be observed the following Monday.

Whenever Christmas Eve falls on a Saturday, the Superintendent will designate a day to be taken during the period when schools are closed between Christmas and New Year's Day. If Veterans' Day is not an observed holiday on the school calendar, then the Superintendent will designate a day to be taken when schools are closed between Christmas and New Year's Day.

Article 13 Personal Day

A) Employees will be entitled to three (3) personal days a year. Such days of personal leave are non-vacation days. Personal days cannot be accumulated and used in the next year.

B) Personal days may only be taken consecutively or immediately preceding or following a vacation with prior principal approval. School employees should submit their request in writing to their principal at least two weeks in advance, except in the case of an emergency or in extenuating circumstances. The principal's decision is final.

Article 14 Leaves

A) Sick Leave

1. Employees earn 10 days of sick leave per year.
2. First year employees receive a pro-rated portion of sick leave at the rate of one day per month, to a maximum of 10 days.
3. Year is defined as the District's fiscal year July 1-June 30.
4. Sick leave may be accumulated to a maximum of 180 days.
5. The District may require a doctor's report when the employee has been ill for three or more consecutive workdays or shows a pattern of absence.
6. Buy-Back Payment: Upon written notice of retirement to the Superintendent, all employees who have 20 years of service or more with the Dudley-Charlton Regional School District shall, upon retirement, receive a sick leave compensatory benefit of \$25 per day up to a maximum of 75 days for a maximum value of \$1875

B) Additional Sick Leave

Employees may be granted additional sick leave days due to long-term illness or an accident. A written request to the Superintendent of Schools should include a detailed medical statement by the attending physician. Employees may be granted up to a maximum of twenty (20) days. Decisions will be based upon work history, years of service, accumulated sick leave, attendance and nature of long-term illness or accident.

C) Bereavement

- 1) When the death of an immediate family member (which is defined as mother, father, sister, brother, spouse, child, grandparent, grandchild, mother-in-law, father-in-law, step-parent, or step-child) occurs in the family of an employee, such employee is entitled to a leave of absence of up to three days without the loss of wages.
- 2) In the event of death of an aunt, uncle, brother-in-law or sister-in-law, the District will pay for one day's absence from work without the loss of wages.

D) Jury Duty

- 1) Each employee is entitled to a maximum three days leave with regular pay

from the District, if selected and summoned for service on a grand jury or a trial jury, for any day, or part thereof, actually spent performing juror service.

2) The employer shall pay regular wages for the first three (3) days of juror service, and the Commonwealth shall pay for the fourth and subsequent days at a daily rate determined by the Commonwealth.

3) Employees will also receive the difference between the Commonwealth's payments for the fourth and subsequent days or part thereof spent in such service and his/her regular pay.

E) Short-term Uncompensated Leave

1) Employees are expected to work every scheduled day, unless permission is granted by one's supervisor. In the event that an employee exhausts his/her available benefit time, an employee may request this short-term uncompensated absence.

2) Requests for uncompensated leave must be made in writing and should include reason for request.

3) Uncompensated leave may be granted to employees. Written application should be made to the HR Director for review and with the Superintendent's approval. Such leave will be for a maximum of ten (10) days in any fiscal year.

Said leave is subject to the approval of the Superintendent or his/her designee.

F) Family Medical Leave Act (FMLA)

Employees covered under this Agreement may be eligible for FMLA. Please check the FMLA posting on the District website or contact the District Office for additional information.

Article 15 Vacation

A) For the purpose of this benefit the year is defined as the District's fiscal year, July 1 – June 30.

B) Vacation days must correspond with school vacations, (Christmas, February, April and the end of the school year). The purpose of vacation time is to ensure that paychecks for school year employees remain consistent during vacation weeks which would otherwise be uncompensated.

C) Employees covered by this schedule will earn vacation after completing year(s) of service as follows:

5 days after 1 year
10 days after 3 years
15 days after 6 years
17 days after 9 years
20 days after 12 years

D) First year employees will receive a pro-rated vacation pay in their second year. For example, an employee hired in mid-October would receive only 4 vacation days in the subsequent year.

Article 16 Retirement

A) For the purposes of this benefit the year is defined as the District's fiscal year July 1 - June 30.

B) Paraprofessionals must be 55 or over to be eligible. There shall be an added pay increment for the final year of service after the following years of continual service in the school district:

15 years \$750
20 years \$1,300
25 years \$1,750

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C) Irrevocable written notice of retirement must be made at least one year prior to the retirement date.

D) The pay increment shall be determined by the number of years of service that will be attained by the employee at the time of his/her retirement.

E) Upon written notice to the Superintendent all employees who have 20 years of service or more with the Dudley-Charlton Regional School District shall, upon retirement, receive a sick leave compensatory benefit of \$25 per day up to a maximum of 75 days for a maximum value of \$1875 (see also Article 14 A6).

Article 17 Longevity

All Bargaining Unit members covered by this contract will be entitled to longevity payments upon completion of the following years of continuous service:

10 - 14 years	\$500
15 - 19 years	\$600
20 - 24 years	\$800
25 or more years	\$900

Initial employment must occur July 1 - December 31 to receive credit for the first fiscal year. Otherwise, the first year will begin on the first July 1 of employment.

Article 18 Attendance Incentive

- A) All employees, with the exception of first year employees, covered by this schedule will be entitled to an attendance incentive bonus of a maximum of \$300 in a lump sum payment after completion of the fiscal year (July 1-June 30).
- B) The bonus will be reduced by \$50 for each sick leave day and/or unpaid leave day, or any portion thereof, used during the fiscal year.

Article 19 Professional Development

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Employees are eligible and encouraged to participate in staff development program activities. They may also be granted permission to attend workshops and/or conferences outside the system at the discretion of their principal or administrator.

- A) Reimbursement may be received for individual attendance at out-of-district one-day professional meetings, seminars and/or workshops upon recommendation of the principal and approval by the Superintendent or his/her designee.
- B) Paraprofessionals: Reimbursement may also be provided for college credit/equivalent credit work which is approved in advance by the Superintendent and the principal. Such reimbursement shall not exceed \$500 per assistant per school year. Compensation for college credit/equivalent credit work shall not include material fees, textbooks, mileage, or meals. Reimbursement will be provided following the submission of proof of payment, participation in the activity, and evidence of successful completion of the work.
- C) Full Conference/Professional Development Days -Paraprofessionals will be scheduled

to work on two full professional development days and one teacher orientation day.

D) Within the work year and weekly work schedule, the weekly load (hours) for Paraprofessionals shall not be reduced on account of in-service days or on partial days.

Article 20 Other Benefits

A) Insurance: The District will pay the same percentage of support for medical and basic life insurances as is provided for teachers.

B) Education Based Compensation:

1. It is the responsibility of the Paraprofessional to provide transcript documentation upon the attainment of a degree.
2. Changes in compensation due to the attainment of a degree will occur at the beginning of the next school year.

C) Orientation Day Meetings: Paraprofessionals will be required to attend orientation day meetings during their customarily scheduled hours as directed by the principals and will be compensated at their regular rate of pay. This day is included in the 183-day paid contract.

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Article 21 Dues Deduction

The Committee agrees to deduct from the Paraprofessional's wages, dues for the Dudley-Charlton Paraprofessional Association, Massachusetts Teacher Association, and National Education Association. Paraprofessionals individually and voluntarily authorize the Committee to deduct and to transmit the monies promptly to such Associations.

Paraprofessional authorizations will be in writing in the form set forth as the Dudley-Charlton Paraprofessional Association Dues Authorization Card.

Article 22 Reduction in Force

A) It is recognized that the Superintendent has the sole and exclusive right to eliminate Paraprofessional staff consistent with the law and with contractual obligations with Dudley-Charlton Paraprofessional Association.

B) When a reduction in Paraprofessional staff is necessary because of a decrease in

student enrollment, changes in curriculum, shortage of funds, changes in use of instructional personnel, or for other reasons approved by Administration, the Superintendent shall determine the area, subject, level or programs that will lose staff positions.

C) Bargaining Unit employees of the Dudley-Charlton Regional School District will be dismissed by level according to seniority and job performance:

Seniority within group levels as follows: Paraprofessionals, Certified Therapist Assistants

D) A Bargaining Unit member would retain her/his continuous years of service in the Dudley-Charlton Regional School District in his/her designated Paraprofessional level, the level at which he/she are currently working. In a reduction in force situation, work performance and seniority, which shall be defined as years of continuous service in the bargaining unit, shall be first applied to his/her current designated group level. The least senior person in a designated group level may exercise bumping rights into another group level in which he/she has had experience in the Dudley-Charlton Regional School District.

E) Dismissal of Paraprofessional staff within a level due to reduction in force will be based on length of continuous service in the Dudley-Charlton Regional School District provided there is no significant difference in quality of performance and job performance. Thereafter, the Superintendent or his/her designee shall consider both performance and seniority. In the absence of a significant difference in performance during the past three (3) years, as determined by the Superintendent or his/her designee, seniority shall be the determining factor. The question as to whether there is a significant difference in performance may be grieved up to and including level 3 of the grievance procedure and shall not be subject to arbitration.

F) Dismissals due to reduction in force will be proceeded by notice prior to June 15 or sooner, if possible.

G) In the event of a Reduction in Force, Paraprofessionals with two (2) or more years of continuous service as Paraprofessionals for the Dudley-Charlton Regional School District who desire to retain recall rights for up to one (1) year may do so. Such period shall be treated as an involuntary leave of absence without pay. During such period Paraprofessionals may elect to continue insurance coverage by paying the full premium to the District on a timely basis. At the time of the notification of Reduction in Force, if two (2) or more employees in a group are laid off at one time, the Committee shall state the relative ranking for purposes of recall. Recall shall be in reverse order of layoff.

Upon return to work, Paraprofessionals shall be credited with all previously accrued benefits, sick leave, and seniority.

H) For Reductions in Force to take effect prior to the next school year, absent special circumstances, the Superintendent shall notify employees to be laid off no more than thirty days after the adoption of the budget or by the last day of the school year, whichever occurs later. For Reductions in Force to take effect during the school year, the Superintendent shall notify employees to be laid off a minimum of thirty (30) calendar days prior to the effective date of the layoff.

I) Upon written request an updated seniority list will be furnished to the Association. The employer shall publish the seniority list to bargaining unit members annually by October 31. Any errors shall be brought to the attention of the Superintendent, in writing, by November 30. As of that date, no further revision will be made to the seniority list until the following year. The seniority list shall be by order of length of service as defined in section D of this article.

J) Seniority shall not accumulate during a leave of absence with or without pay, but such leave of absence shall not interrupt continuous service as defined above.

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Article 23 Committee Rights

Nothing in this Agreement shall be deemed to derogate from or impair any power, right or duty heretofore possessed by the School Committee except where such right, power or duty is specifically limited by this contract.

Article 24 Severability

In the event that any provision of this Agreement is ultimately ruled invalid for any reason by an authority of competent and established legal jurisdiction, the balance and remainder of the Agreement shall remain in full force and effect.

Article 25 Duration

Except where otherwise provided, the provisions of this Agreement will be effective as of September 1, 2021 and will continue and remain in full force and effect through August 31, 2024 and shall be automatically renewed from year to year unless by October 15, 2023 either party notifies the other in writing of its desire to terminate this Agreement.

Dudley-Charlton Regional School District School Committee

Kenneth J. Laferriere, Chair	Pauline J. Aucoin, Vice Chair
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Cathleen Carmignani	Jordan W. Evans
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Catherine M. Kabala	Stephanie A. Reed
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Jamie L. Terry

Dudley-Charlton Paraprofessional Association

Christine Savoie

Appendix A

Paraprofessional Wage Schedule

	2021-22	2022-23	2023-24
	2%	2%	2%
Paraprofessional A			
with a 4-year college degree			
Step 1	\$22.34	\$ 22.79	\$ 23.25
Step 2	\$23.39	\$ 23.86	\$ 24.34
Step 3	\$24.02	\$ 24.50	\$ 24.99
Paraprofessional B			
after ten years of experience			
Step 1	\$21.42	\$ 21.85	\$ 22.29
Step 2	\$22.43	\$ 22.88	\$ 23.34
Step 3	\$23.10	\$ 23.56	\$ 24.04
Paraprofessional C			
associate degree or equivalent college preparation			
Step 1	\$19.28	\$ 19.67	\$ 20.07
Step 2	\$20.28	\$ 20.69	\$ 21.11
Step 3	\$21.08	\$ 21.50	\$ 21.93
Paraprofessional D			
Step 1	\$17.19	\$ 17.53	\$ 17.88
Step 2	\$18.14	\$ 18.50	\$ 18.87
Step 3	\$19.18	\$ 19.56	\$ 19.96
Therapist (e.g. COTA)			
support Staff with an associate degree			
Step 1	\$30.76	\$ 31.38	\$ 32.01
Step 2	\$31.40	\$ 32.03	\$ 32.67
Step 3	\$32.06	\$ 32.70	\$ 33.36

Appendix B

Paraprofessional

Substitution for teacher of record timesheet

Administrator-assigned coverage for 15 minutes or more are eligible for
additional pay of \$7.00 per hour. (Article 7 C)

Name of Employee (please print) _____

DATE	TIME	SUBSTITUTION FOR	HOURS
(Whole Hours only to be submitted)			<i>Total Hours</i>

Signature of Employee: _____ Date: _____

Submit to School Administrative Assistant

Received on: _____ Total amount to be paid: \$

Principal: _____

Date: _____

Appendix C

Evaluation Document

Student Support	Highly Effective	Effective	Minimally Effective	Ineffective
<i>ABA Discrete Trials (if applicable)</i>	Is able to implement ABA programs and program curriculum sheets flawlessly and with extreme accuracy	Is able to implement ABA programs and program curriculum sheets with accuracy	Is able to partially implement ABA programs and program curriculum sheets with low accuracy	Is not able to implement ABA programs and program curriculum sheets
<i>General Education Support</i> <i>(if applicable)</i>	Per teacher directive, Instructional assistant is able to adapt all lessons appropriately and according to the developmental level of the student	Per teacher directive, Instructional assistant is able to adapt most of the lessons appropriately for the student	Per teacher directive, Instructional assistant is not able to adapt all lessons appropriately and sometimes consults with the teacher/special education teacher	Does not take teacher direction and is Unable to adapt lessons even with help from the teacher(s)
<i>Behavior Management</i>	Follows classroom rules and/or individual behavior plans with extreme accuracy and consistency.	Most of the time can follow classroom rules and/or individual behavior plans with accuracy and consistency.	Inconsistent with following classroom rules and/or implementing individualized behavior plans	Does not follow the behavior plan and/or classroom rules
<i>Use of materials</i>	Uses teaching materials appropriately and as intended by the special education or general education teacher	Uses teaching materials as intended the majority of the time by the special education or general education teacher	Uses some of the materials adequately and uses "other" or "similar" ones without approval of the classroom teacher	Uses materials inappropriately and/or is missing materials during instruction.
<i>Reinforcement</i>	Differentially reinforces consistently at the appropriate times to their student(s)	Differentially reinforces most of the time to their student(s)	Differentially reinforces intermittently, missing important opportunities	Does not differentially reinforce

_____ <i>Communication</i> <i>(with Students)</i> _____	Is able to effectively and clearly communicate to students	Is able to effectively and clearly communicate to students most of the time	Is occasionally effective in clearly communicating to students and/or may put themselves or others at some kind of risk	Is unable to effectively and clearly communicate to students and puts themselves or others at some kind of risk
_____ <i>Communication</i> <i>(with Staff)</i> _____	Is able to effectively and clearly communicate to school staff about assigned student(s)	Is able to effectively and clearly communicate to school staff about assigned student(s) most of the time	Is occasionally effective in clearly communicating to school staff about assigned student(s) and/or may put themselves or others at some kind of risk	Is unable to effectively and clearly communicate to school staff about assigned student(s) and puts themselves or others at some kind of risk
_____ <i>Data Collection</i> _____	Data is gathered with the utmost accuracy on a consistent basis and is valid	Data gathered is accurate most of the time but a small portion of it is not valid; or is infrequently collected.	Data gathered is frequently inaccurate, inconsistent or invalid	Data gathered is inaccurate, inconsistent or invalid;
_____ <i>Classroom Coverage</i> _____	Assistant is able to fulfill all aspects of the classroom when expected to cover a classroom for an extended amount of time and has stimulus control	Assistant can fulfill most duties when covering a classroom for a teacher for an extended period of time and has stimulus control most of the time	Is not able to fulfill most duties when covering a classroom. Unable to have stimulus control	Unable to carry out any portion of classroom coverage. Does not have any stimulus control
_____ <i>Incidental teaching</i> _____	Takes full advantage of all opportunities that arise to teach “on the spot”, delivering effective results	Takes advantage of most opportunities for “on the spot” teaching, delivering effective results most of the time	Takes advantage of some opportunities for “on the spot” teaching, delivering ineffective results	Does not take advantage of any opportunities to teach “on the spot”

<i>Student Responsibility</i>	Successfully develops students' independent self-discipline and sense of responsibility for their actions.	Holds students responsible for their actions and encourages a sense of accountability.	Tries but may be unsuccessful in getting students to be responsible for their actions.	Is unsuccessful in fostering students' self-discipline and sense of responsibility for their actions.
<i>Assistive Technology</i> <i>(If possible)</i>	Is highly vigilant to see that assistive technologies required by IEP are being used, and maintained. Is skilled at using assistive technology.	Often checks to see that assistive technologies are being used and maintained. Is effective at using assistive technology.	Does not always check to see that assistive technologies are being used, and maintained. Is aware of assistive technology, but may not be skilled at using it.	Does not check to see that assistive technologies are being used, and maintained. Is unaware of assistive technology, or not be skilled at using it.
principal Comment:				

DAILY RESPONSIBILITIES	Highly Effective	Effective	Minimally Effective	Ineffective
Documentation	Is able to effectively review and record entries in assigned documentation (staff logs, home/school communication, data collection, teacher lesson plans, curriculum materials)	Is able to effectively review and record most entries in assigned documentation (staff logs, home/school communication, data collection, teacher lesson plans, curriculum materials)	Is able to complete most entries in assigned documentation (staff logs, home/school communication, data collection, teacher lesson plans, curriculum materials)	Unable to complete any type of assigned documentation (staff logs, home/school communication, data collection, teacher lesson plans, curriculum materials)
Punctuality	Comes in at least a few minutes before scheduled time to organize their day effectively. Sick time is not abused	Shows up for work on time and leaves as soon as their schedule time is over. Sick time is not abused	Is late for work or leaves early some of the time. Excessive sick time is taken	Is constantly late for work and/or leaves early. Abuses sick time policy
Flexibility/ Adaptability :	Will always adapt to a change in their daily schedule.	Sometimes will adapt to a change in their daily schedule.	Often not compliant to a change in their daily schedule.	Refuses or becomes angry when given a change in their daily schedule. May verbally protest such changes.
Organization of materials	Is able to organize all working materials to effectively deliver the intent of the lesson	Is able to organize materials most of the time to deliver the intent of the lesson successfully	Is able to organize materials some of the time to deliver a subpar lesson	Is not capable of organizing the materials and therefore is not able to deliver the intent of the lesson to the student
principal Comment:				

PROFESSIONALISM	Highly Effective	Effective	Minimally Effective	Ineffective
<i>Attire</i>	Daily adheres to District-Wide expectations for professional attire. If working with students with intensive needs, dresses for safety (i.e. limited jewelry, flat & closed toe shoes, long sleeves, etc.)	Often adheres to District-Wide expectations for professional attire. If working with students with intensive needs, often dresses for safety (i.e. limited jewelry, flat & closed toe shoes, long sleeves, etc.)	Seldom adheres to District-Wide expectations for professional attire. If working with students with intensive needs, seldom dresses for safety (i.e. limited jewelry, flat & closed toe shoes, long sleeves, etc.)	Does not adhere to professional attire. If working with students with intensive needs, does dress for safety (i.e. limited jewelry, flat & closed toe shoes, long sleeves, etc.)
<i>Judgment</i>	Is invariably ethical, honest and transparent, uses impeccable judgment and respects confidentiality.	Is ethical and transparent, uses good judgment, and maintains confidentiality with students.	Sometimes uses questionable judgment, is less than completely forthright, and/or discloses confidential information.	Acts in an ethically questionable manner, uses poor judgment, and/or discusses confidential information.
<i>Conflict Resolution</i>	Is effective in resolving conflicts between students and/or with other staff members, so that both parties feel positive about the resolution.	Demonstrates appropriate dispute resolution skills between students and/or with other staff members	Is somewhat effective in resolving conflicts between students and/or with other staff members	Does not take responsibility for resolving conflicts between students and/or with other staff members
<i>Efficiency</i>	Maximizes academic learning time through effective routines and transitions.	Effectively utilizes academic learning time through routines and transitions.	Sometimes loses teaching time due to inconsistent routines, and inefficient transitions.	Often loses instructional time because of confusion, interruptions, and poorly executed transitions.
<i>Professional Development</i>	Seeks out opportunities for professional development based on an individual assessment of need.	Participation in all professional development activities that are required.	Participation in some professional development activities that are required.	Does not participate in professional development activities, even when such activities are clearly needed for the development of skills.

<u>Feedback</u>	Actively seeks out feedback and suggestions and uses them to improve performance.	Listens thoughtfully to other viewpoints and responds constructively to suggestions and criticism.	Is somewhat defensive about criticism; listens to feedback and suggestions but is resistant to change.	Is very defensive about criticism; refuses to listen to feedback or suggestions; does not change.
<u>Respect</u>	Interacts respectfully and proactively with staff and students. Is sensitive to diverse family and community values/beliefs.	Interacts respectfully with staff and students, is sensitive to diverse family and community values and beliefs.	Is not always respectful with staff and students and/or is sometimes insensitive to families, and community values and beliefs.	Is not respectful with staff and students and/or is insensitive to families, and community values and beliefs.
<u>Knowledge & Compliance</u>	Demonstrates extensive knowledge of IEP accommodations and modifications for their student(s). Fully understands and complies with procedural timelines and safeguards.	Demonstrates thorough knowledge of IEP accommodations and modifications for their student(s). Ensures that all procedural timelines and safeguards are faithfully adhered to.	Demonstrates basic knowledge of IEP accommodations and modifications for their student(s) but needs support in implementation. Established timelines and safeguards are not always followed.	Demonstrates little or no knowledge of special education laws and procedures, of IEP accommodations and modifications for their student(s) and/or does not follow established procedures and safeguards.
<i>principal Comments:</i>				

Signature of Principal: _____ Date: _____

Signature of Paraprofessional: _____ Date: _____

Employee Response: (Optional)