

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
BERLIN-BOYLSTON REGIONAL SCHOOL COMMITTEE
AND
BERLIN BOYLSTON PARAEDUCATORS ASSOCIATION

July 1, 2024 – June 30, 2027

INDEX

ARTICLE 1	<u>RECOGNITION</u>	1
ARTICLE 2	<u>DURATION</u>	1
ARTICLE 3	<u>MANAGEMENT RIGHTS</u>	2
ARTICLE 4	<u>PROBATIONARY PERIOD AND JUST CAUSE</u>	3
ARTICLE 5	<u>CONDITIONS OF EMPLOYMENT</u>	4
ARTICLE 6	<u>WORK YEAR AND HOURS OF WORK</u>	4
ARTICLE 7	<u>WAGES, BENEFIT ELIGIBILITY, AND STEPS</u>	5
ARTICLE 8	<u>STIPENDS</u>	5
ARTICLE 9	<u>INCLEMENT WEATHER AND LUNCH BREAK</u>	6
ARTICLE 10	<u>ASSIGNMENT AND ASSIGNMENT STIPEND</u>	6
ARTICLE 11	<u>VACANCIES AND TRANSFERS</u>	7
ARTICLE 12	<u>EVALUATION</u>	8
ARTICLE 13	<u>PERSONNEL FILE AND COMPLAINTS</u>	8
ARTICLE 14	<u>GRIEVANCE AND ARBITRATION</u>	9
ARTICLE 15	<u>HOLIDAYS</u>	11
ARTICLE 16	<u>LEAVES</u>	11
ARTICLE 17	<u>SICK LEAVE BANK</u>	13
ARTICLE 18	<u>HEALTH INSURANCE</u>	14
ARTICLE 19	<u>PROFESSIONAL DEVELOPMENT</u>	14
ARTICLE 20	<u>DUES CHECK-OFF</u>	15
ARTICLE 21	<u>NO-STRIKE</u>	16
ARTICLE 22	<u>LAYOFF AND RECALL</u>	17
ARTICLE 23	<u>STABILITY OF AGREEMENT</u>	18
ARTICLE 24	<u>SEVERABILITY</u>	19
	Appendix A	Wage Schedules
	Appendix B	Payroll Election Form
	Appendix C	Evaluation Form

PREAMBLE

This Agreement between the Berlin-Boylston Regional School Committee and the Berlin-Boylston Paraeducators Association has as its purpose the establishment of harmonious relations between the parties.

ARTICLE 1 RECOGNITION

The Berlin-Boylston Regional School Committee (the "Committee") recognizes the Berlin-Boylston Paraeducators Association (the "Association") as the exclusive representative of the following unit, as certified by the Department of Labor Relations on May 24, 2024, in Case No. MCR-24-10440, for purposes of collective bargaining with respect to wages, hours and other terms and conditions of employment:

All full-time and regular part-time paraprofessionals employed by the Berlin-Boylston Regional School Committee in the position of paraprofessional, but excluding all managerial, confidential, and casual employees, and all other employees.

ARTICLE 2 DURATION

This Agreement will be effective as of July 1, 2024, unless otherwise provided for herein, and will remain in effect for a three-year period ending June 30, 2027. It will automatically be extended for subsequent periods of one year each unless either party gives notice to the other, not less than ninety (90) days prior to the expiration date, that the party giving notice desires to modify the Agreement, effective upon the expiration of the Agreement. Should either party give such notice, the parties will seek to establish mutually convenient times for collective bargaining within the ninety (90) days prior to the expiration date of the Agreement.

ARTICLE 3 MANAGEMENT RIGHTS

Section 1. The School District will not be limited in any way in the exercise of the functions of management and retains and reserves the right to exercise, without bargaining with the Association, all the powers, authority, and prerogatives of management. The rights of the District shall include, but are not limited to, the following:

- (a) to direct and control all the operations and services of the School District and its schools;
- (b) to determine the organization, location, and the number of employees of the School District and its schools;
- (c) to hire, appoint and promote employees, including the determination of qualifications and requirements for the position or promotion;
- (d) to direct, control, train, supervise, and evaluate employees, including the establishment of the evaluation instrument, the frequency of evaluations and the conducting of the evaluation;
- (e) to determine employee classifications;
- (f) to establish, interpret and change job descriptions;
- (g) to institute technological changes or to revise processes, systems, or equipment from time to time;
- (h) to determine the standards of appearance for employees;
- (i) to increase, diminish, change or discontinue operations in whole or in part;
- (j) to transfer employees, including without limitation the choice of which employees will be transferred, the duration of such transfer(s) and where the employees will be transferred to;
- (k) to assign, or reassign, duties and job tasks including the change of duties and job tasks from time to time;
- (l) to schedule and enforce work hours, including the setting or modification of the daily and yearly school and work schedule;
- (m) to determine which employees, if any, are to be called in for work at times other than their regularly scheduled hours and the determination of the classification(s) to be so called;
- (n) to grant and schedule all leaves, including, but not limited to, personal leave and placing employees on sick and administrative leave;
- (o) to discipline, suspend, discharge or demote employees, subject to any requirements contained in this Agreement;
- (p) to use and employ non-bargaining unit School District employees, including managerial and supervisory employees, to perform bargaining unit work;
- (q) to lay off employees due to lack of funds or of work, or for any other reason;

- (r) to relieve employees due to incapacity¹ to perform duties or for any other reason;
- (s) to make, amend, and enforce rules, policies, and safety procedures from time to time as the District deems necessary;
- (t) to change employees' work hours;
- (u) to determine the care, maintenance and operation of the equipment and property used for and on behalf of the District;
- (v) to alter, add to or eliminate existing methods, equipment, facilities, or programs;
- (w) to assign work sites; including the change of work sites;
- (x) to schedule and assign overtime;
- (y) to determine whether goods should be leased, contracted, or purchased;
- (z) and the School District will have the right to invoke these rights and make such changes in these items as the School District in its sole discretion may deem appropriate without negotiation with the Association, except to the extent expressly abridged by a specific provision of this Agreement.

Section 2. During an emergency, the School District will have the right to take any action necessary to meet the emergency notwithstanding any contrary provisions of this Agreement.

Section 3. Except as expressly provided by a specific provision of this Agreement, the exercise of the aforementioned rights, as well as any matter dealing with the administration of the School District, shall be final and binding and shall not be subject to the grievance provisions of this Agreement.

ARTICLE 4

PROBATIONARY PERIOD AND JUST CAUSE

Section 1. The first two (2) years of continuous service by a newly hired employee shall constitute such employee's probationary period. At any time during the probationary period, an employee may be disciplined or terminated at the sole discretion of the School District, and said discipline or termination is not subject to grievance or arbitration.

Section 2. No employee who has completed their probationary period shall be issued a written reprimand, suspended, or terminated, except for just cause.

¹ Incapacity is defined as the employee's inability to perform their job duties on a particular day.

Section 3. Employees are entitled to request a Union representative in discipline-related matters unless the meeting is solely to inform the employee of the discipline being issued.

ARTICLE 5

CONDITIONS OF EMPLOYMENT

Paraprofessionals must comply with the following conditions of employment:

Section 1. Paraprofessionals shall at all times maintain their “highly qualified” status, which is attained by:

- (a) A passing score on the ParaPro Test; or
- (b) An Associates Degree; or
- (c) Sixty (60) college credits from an accredited college (in any discipline or major).

Section 2. Paraprofessionals shall participate in professional development on days when scheduled by the District.

Section 3. All Paraprofessionals must participate in training for, and utilize, ABA (Applied Behavior Analysis) strategies.

Section 4. All Paraprofessionals must participate in training for, and utilize, crisis prevention strategies.

ARTICLE 6

WORK YEAR AND HOURS OF WORK

Paraprofessionals shall work the school year and any additional days based on the work year established by the School District. The School District shall determine each employee’s work year and work schedule and reserves the right to adjust the schedule as needed to serve the best interest of the School District.

ARTICLE 7

WAGES, BENEFIT ELIGIBILITY, AND STEPS

Section 1. Wages and Benefit Eligibility:

- (a) The wages for Paraprofessionals are set forth in Appendix A.
- (b) Paraprofessionals will receive their full pay during the school year in 22 pay periods, unless they elect to receive it over the course of 26 pay periods. Paraprofessionals opting for payment over 26 pay periods must complete an electronic form each year as set forth in Appendix B. Election of 26 pay periods cannot be changed at any time during the school year.
- (c) Adjustments for hours not worked and not covered by personal or sick time (uncompensated hours) will be made each pay period.
- (d) Paraprofessionals who are regularly scheduled for and working twenty (20) or more hours a week and/or 1040 hours or more a calendar year are eligible for benefits. Such benefits shall be prorated for Paraprofessionals working less than full-time.

Section 2. Steps:

- (a) All Paraprofessionals shall be placed on the appropriate step of the 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. Satisfactory service is defined to mean the Paraprofessional did not receive (1) a rating of unsatisfactory in any area reviewed on their evaluation form during the school year, or (2) four (4) or more ratings of needs improvement in any areas on their evaluation form during the school year. School year means the period covered by the evaluation.

ARTICLE 8
STIPENDS

Section 1. Stipends and Hours outside of the Contracted Workday:

- (a) Any extracurricular stipend that a Paraprofessional is entitled to will be paid in one payment by the end of the fiscal year.
- (b) Paraprofessionals selected for an extracurricular assignment listed in the BBTA contract shall be paid the amount listed in the BBTA contract for such assignment.
- (c) Hours worked beyond a Paraprofessional's contracted workday hours will be paid at a rate of \$25 per hour. Effective July 1, 2025, such hours will be paid at a rate of \$30 per hour. This includes, but is not limited to, 1:1 support before and after school, tutoring, MCAS prep, monitoring/chaperoning events and activities (concerts, plays, dances, etc.), summer school, field trips that are extended before or after the school day, and Saturday school.

Section 2. Longevity Stipend:

- (a) Paraprofessionals will be entitled to longevity payments upon completion of the following years of continuous service in the District:
 - 10 years of service - \$500
 - 15 years of service - \$700
 - 20 years of service - \$900
- (b) 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.
- (c) Paraprofessionals working less than 15 hours per week are not eligible for longevity.
- (d) Longevity will be paid in a lump sum in the last payroll period of the school year.

ARTICLE 9

INCLEMENT WEATHER AND LUNCH BREAK

Section 1. 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.

Section 2. Lunch Break: An unpaid lunch period of thirty (30) minutes shall be provided for all Paraprofessionals who work six or more hours a day.

ARTICLE 10

ASSIGNMENT AND ASSIGNMENT STIPEND

Section 1. Whenever possible, bargaining unit members shall be notified by email by August 1 of their assigned building if it is changing from the previous year. Paraprofessionals notified of a building change within ten (10) days of the start of the school year shall be given a grace period of ten (10) school days to arrange their schedule if needed.

Section 2. Assignment Stipend

- (a) Effective July 1, 2025, all Paraprofessionals who are assigned and regularly work as a Paraprofessional in a substantially separate classroom will receive an additional stipend of \$1,500 per year. This stipend shall not apply to Paraprofessionals who fill in or cover for a Paraprofessional who is assigned to work in a substantially separate classroom.

Paraprofessionals receiving this stipend may be required to participate in additional training.

- (b) Paraprofessionals who are assigned to work as Academic Coordinator of the STAAG program will receive an additional stipend of \$3,500 per year, unless the Academic Coordinator assignment is shared or transferred, in which case (c) below shall control.
- (c) Stipends will be prorated if a transfer or sharing of the assignment occurs during the school year.
- (d) Stipends listed above will be paid in one payment by the end of the fiscal year.

ARTICLE 11

VACANCIES AND TRANSFERS

Section 1. Vacancies:

- (a) Whenever a vacancy occurs in a paraprofessional position that the District intends to fill, or a new position is created during the school year, the vacant or newly created position will be publicized by electronically distributing notice to all staff District-wide as well as advertised externally as far in advance of the appointment as practicable. The District shall consider the performance of internal candidates and give preference in hiring to internal candidates whose qualifications, experience, skills, and suitability are substantially similar to any external candidate.
- (b) This procedure shall also apply to all openings for Paraprofessionals in summer school positions.

Section 2. Transfers. The District has the right to involuntarily transfer a Paraprofessional. Decisions by the District shall take into consideration the qualifications, experience, skills, and suitability of the Paraprofessionals affected.

Section 3. The selection of candidates for vacancies, new positions or transfers will not be subject to grievance and arbitration (Article 14); however, the procedure for filling vacancies and new positions described in Section 1 will be subject to grievance and arbitration.

ARTICLE 12

EVALUATION

Section 1. The full workday of a Paraprofessional is subject to evaluation by an administrator or supervisor.

Section 2. Paraprofessionals will be notified of their evaluators by October 1.

Section 3. Evaluations of Paraprofessionals will be in accordance with the procedures established by the School Committee and the evaluation form in Appendix C.

Section 4. Paraprofessionals will be evaluated bi-annually. Paraprofessional evaluations will be completed by January 15th and May 25th each year. The Paraprofessional or the evaluator can request a meeting to discuss the written evaluation.

ARTICLE 13 **PERSONNEL FILE AND COMPLAINTS**

Section 1. Paraprofessionals will have the right to review the contents of their personnel file, which shall be maintained in one central location. No material derogatory to a Paraprofessional's conduct, performance, or character will be placed in their personnel file unless they have had an opportunity to review the material. After review of the document, the Paraprofessional will affix their signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. Refusal to sign the document will not prevent it from being added to the Paraprofessional's personnel file.

Section 2. Paraprofessionals will also have the right to submit a written answer to such material and their answer shall be reviewed by the Superintendent and attached to the file copy.

Section 3. Medical records maintained by the District, which also constitute personnel files, shall be kept in separate, confidential files in one central location.

ARTICLE 14 **GRIEVANCE AND ARBITRATION**

Section 1. GRIEVANCE PROCEDURE

- (a) For purposes of this Article, a grievance will be defined as an actual dispute arising as a result of the application or interpretation of one or more express terms of this Agreement provided, however, that any matter arising under the purported exercise of a management right pursuant to Article 3 of this Agreement, or any matter reserved to the discretion of

the School District by the terms of this Agreement, will not be subject to the grievance procedure nor be construed as grievable.

- (b) The School District and the Association understand that the grievance procedure is designed as a mechanism for prompt resolution of disputes. Therefore, no grievance may be filed in writing more than ten (10) school days after the paraprofessional (or in the case of a class action, the Association) knew, or should have known, of the occurrence of the incident or event upon which the grievance is based.
- (c) Grievances submitted after June 15 will be processed as quickly as practicable. However, for any grievance pending at the end of the school year, the time limits will be converted from school days to calendar days (excluding Saturdays, Sundays, and holidays).
- (d) All grievances will be handled in accordance with the grievance procedure set forth in this Article. A representative of the Association may accompany the paraprofessional to any meeting with a School District's representative on a grievance.

All grievances must contain the date of the occurrence giving rise to the dispute, a concise statement of the facts, the specific provision, including the Article and section, of the Agreement alleged to have been violated, and the remedy sought. The grievance shall be signed by an Association official and/or by the individual paraprofessional affected by the disputed interpretation, application, or claimed violation of the Agreement.

LEVEL ONE

A paraprofessional with a grievance must present it, in writing, to the Principal either directly or through the Association within ten (10) school days after the paraprofessional knew or should have known of the alleged contract violation. The Principal shall arrange for a meeting and/or make such investigation as the Principal deems necessary to give an answer, in writing, within ten (10) school days of receipt of the grievance. If the Principal's answer does not resolve the grievance, it may be processed to the next step.

LEVEL TWO

The Association or individual paraprofessional shall present the grievance, in writing, to the Superintendent within five (5) school days after receiving the Principal's answer. The Superintendent shall give an answer, in writing, as soon as possible, but not later than ten (10) school days after receipt of the grievance. If this answer does not resolve the grievance, it may be processed to the next step.

LEVEL THREE

The Association or individual paraprofessional shall present the grievance, in writing, to the School Committee within five (5) school days after receiving the Superintendent's answer. Because this level of the grievance procedure shall not apply to matters which are the domain of the Superintendent of Schools or Principal in accordance with the Education Reform Act of 1993, the Chair of the School Committee and the Superintendent shall confer about whether the grievance is one within the jurisdiction of the School Committee. In the event it is determined the grievance is not within the

School Committee's jurisdiction, the Association may process the grievance to arbitration as set forth below.

If it is determined the grievance is within the School Committee's jurisdiction, the School Committee shall hear the grievance in executive session at its next regularly scheduled meeting. The School Committee shall give an answer, in writing, as soon as possible, but no later than ten (10) school days after the date of the School Committee meeting at which the grievance was heard and consideration of the matter completed. If the School Committee's answer does not resolve the grievance, it may be processed to arbitration as set forth below.

Section 2. GENERAL GRIEVANCE PROVISIONS

- (a) Failure by the Principal, the Superintendent, or the School Committee to answer the grievance shall be deemed a denial of the grievance.
- (b) Failure by the Association or the affected paraprofessional to process the grievance within the appropriate time limit shall result in the grievance being barred from further consideration and deemed resolved in accordance with the last answer given.
- (c) The time limits set forth in this Article may only be extended by written, mutual agreement of the parties.
- (d) The School District may also process grievances under the grievance and arbitration procedures.
- (e) Grievance documents will not be filed in the affected paraprofessional's personnel file.

Section 3. ARBITRATION

- (a) Within ten (10) school days of the date of the Level Two or Level Three response, as applicable, the party advancing the grievance (in the case of the Association, only the Association and not an individual paraprofessional) may file a demand for arbitration with the American Arbitration Association ("AAA") and shall provide a copy to the other party.
- (b) The arbitrator shall be selected through the AAA in accordance with its procedures.
- (c) The arbitrator's authority shall be limited to the interpretation of this Agreement. The arbitrator shall have no right to add to, subtract from, or modify this Agreement and shall only interpret such items and determine such issues as may be submitted to him/her by the parties. The decision of the arbitrator shall be final and binding on the School District, the Association, and the grievant.
- (d) Money awards resulting from a decision of the arbitrator shall in no case be retroactive prior to the date of the occurrence of the grievance.

- (e) The arbitrator shall have no authority to award interest or punitive damages.
- (f) Any expense in connection with the arbitration shall be borne equally between the School District and the Association.
- (g) Grievances may be settled without precedent at any stage of the procedure, up until the issuance of a final award by the arbitrator.
- (h) The arbitrator shall not apply a burden of proof above the preponderance of the evidence standard.
- (i) The arbitrator shall not render any decision contrary to state or federal law.
- (j) Individual School Committee members shall not be liable for any financial payment resulting from an arbitration award.

ARTICLE 15 **HOLIDAYS**

Paraprofessionals will be compensated for the following holidays:

Labor Day
Columbus Day
Thanksgiving Day
Martin Luther King Jr Day
Memorial Day

ARTICLE 16 **LEAVES**

Section 1. Personal Leave:

- (a) Paraprofessionals will be granted, up to three (3) personal days per school year, without loss of pay, to permit them to attend to personal or business matters at which the Paraprofessional's presence is necessary and which could not be postponed to a time in which school is not in session.
- (b) Paraprofessionals must 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.
- (c) Personal days may not be taken consecutively; immediately preceding or following a vacation or holiday; before, after or on a professional development day or a half day of school; or, after May 15th without the express prior approval of the Superintendent.

- (d) Personal days cannot be accumulated or rolled over into the next school year.
- (e) Unused personal days at time of separation from employment will not be paid out.

Section 2. Sick Leave:

- (a) Paraprofessionals will be granted twelve (12) days of sick leave per school year.
- (b) Paraprofessionals in their first year of employment shall receive a pro rated portion of sick leave at the rate of one day per month, to a maximum of ten (10) days.
- (c) Sick leave may be accumulated to a maximum of 75 days.
- (d) The District will require a doctor's report when the employee has been ill for three or more consecutive workdays, shows a pattern of absence or has a total of eight (8) or more sick days in a school year.
- (e) Unused sick days at time of separation from employment will not be paid out.

Section 3. Bereavement Leave:

- (a) In the event of death of an immediate family member, a Paraprofessional will be granted, upon request, reasonable and necessary time off as bereavement leave for up to five (5) working days with pay as scheduled with their building principal. For the purpose of this provision, the immediate family shall be the Paraprofessional's husband, wife, father, mother, brother, sister, son, daughter, mother-in-law, father-in-law, grandparent, stepparent, step/foster child, grandchild, son-in-law, daughter-in-law, brother-in-law, and sister-in-law.
- (b) The Superintendent may grant additional days and may determine whether such additional days shall be with or without pay at the Superintendent's discretion.

Section 4. Jury Duty:

- (a) A Paraprofessional who is required to serve on a jury on a scheduled workday shall be paid his or her regular wages for the first three days of such juror service.
- (b) Upon receipt of a summons or subpoena for jury duty, a Paraprofessional must notify and provide a copy of the summons or subpoena to their building principal.
- (c) A document from the court which verifies the time spent by the Paraprofessional on jury duty must be submitted to their building principal.

Section 5. Family and Medical Leave. The District shall provide Family and Medical leave in accordance with the Family and Medical Leave Act of 1993 ("FMLA") for Paraprofessionals who meet the eligibility requirements of the FMLA.

ARTICLE 17
SICK LEAVE BANK

Section 1. Eligible Paraprofessionals wishing to participate in the Sick Leave Bank ("SLB") shall contribute a minimum of three (3) days the first year and one day per year thereafter of accumulated sick leave to the SLB. Paraprofessionals shall be eligible to participate in the SLB after five (5) years of employment and must have at least forty-five (45) days accumulated of sick leave at the time of the initial contribution. Only Paraprofessionals who have contributed to the SLB shall be eligible to receive time from the SLB.

Section 2. The SLB shall be administered by a Committee consisting of one (1) representative appointed by the School Committee, one (1) representative appointed by the BBPA, and the Superintendent will serve as an ex-officio member of the SLB Committee. In case of a tie vote, the Superintendent will have a vote. This Committee shall consider eligibility of a Paraprofessional to draw from the bank. The decisions of the SLB Committee are final and binding and are not subject to the grievance procedure.

Section 3. The following criteria shall be used by the SLB Committee in determining the eligibility of a paraprofessional to draw from the bank and determining the amount of leave.

- (a) A Paraprofessional must be a member of the SLB and have used up all of their accumulated leave.
- (b) A Paraprofessional must submit written evidence from a doctor that they are suffering an uncommon, life-threatening or serious lengthy illness that requires further absences from work.

Section 4. Upon compliance with the above, the SLB Committee may issue a grant from the SLB of no more than ninety (90) days.

Section 5. The sick leave bank shall have a minimum of forty-five (45) days in reserve. However, the total number of sick leave bank days held in reserve shall not exceed three hundred (300) days. In the event the maximum would be exceeded, a yearly contribution will not be required.

Section 6. Paraprofessionals drawing front the SLB shall have their salary reduced by the prevailing daily substitute rate of pay provided that the Paraprofessional's salary shall not be reduced below 75%.

ARTICLE 18 **HEALTH INSURANCE**

In accordance with Massachusetts General Laws, those Paraprofessionals who are regularly scheduled to work twenty (20) or more hours per week shall be eligible for group health insurance. Such Paraprofessionals will be offered health insurance and other benefit plans that are available to the District's benefit-eligible employees.

ARTICLE 19 **PROFESSIONAL DEVELOPMENT**

Section 1. Employees are eligible and required 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.

Section 2. Reimbursement may also be provided for college credit/equivalent course work in the education field which is approved in advance by the Superintendent. Such reimbursement shall not exceed \$350 per Paraprofessional per school year. Reimbursement for college credit/equivalent course work shall not include material fees, textbooks, mileage, or meals.

Section 3. Reimbursement will be provided following the submission of proof of payment, participation in the activity, and evidence of successful completion of the work.

ARTICLE 20 **DUES CHECK-OFF**

Section 1. For the duration of this Agreement, the School District shall deduct regular Association dues in the amount authorized by the employee, from the employee's regular paycheck for each month. The amounts deducted shall be sent to the Association office with a roster. The deduction of dues shall be in accordance with approved School District procedures.

Section 2. The Association agrees to indemnify and save the School District harmless against any and all claims, suits or other forms of liability arising out of the application of this Article. The Association assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the treasurer of the Association, who shall provide such information to the School District Treasurer as may be required by said Treasurer under General Laws, Chapter 180, Section 17A.

Section 3. In the event that an employee has not earned enough in a pay period to satisfy his or her dues obligation, the Association shall collect those dues directly, and the School District shall not be held responsible for collection of those dues.

Section 4. Any authorization for deduction shall be in writing and on the following form:

PAYROLL DEDUCTION AUTHORIZATION - DUES CHECK-OFF

I voluntarily authorize the Berlin-Boylston Regional School District to deduct Association Dues in the amounts specified by the Association from my regular paycheck and to remit that money to the Berlin-Boylston Paraeducators Association.

It is understood that I reserve the right to withdraw this authorization by giving at least sixty (60) days' notice to the School District Treasurer, and by filing a copy of such withdrawal of authority for such payroll deductions with the treasurer of the Association.

Signature
Name:
Address:

ARTICLE 21
NO-STRIKE

Section 1. No employee covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, slowdown, sick-out, picketing, sympathy strike or other withholding of services from the School District, including so-called work to rule, refusal to perform in whole or in part duties of employment, however established, and the withholding of overtime services.

Section 2. The Association agrees that neither the Association nor any of its officers, agents or members, nor any employee covered by this Agreement, will call, institute, authorize, participate in or sanction any strike, work stoppage, slowdown, sick-out, picketing, sympathy strike or other withholding of services, including so-called work-to-rule, refusal to perform in whole or in part duties of employment, however established, and withholding of overtime services, including upon termination of this Agreement.

Section 3. The Association agrees further that should any employee or group of employees covered by this Agreement engage in any such job action, the Association shall forthwith disavow such activity, refuse to recognize any picket line established in connection therewith, and take all reasonable means to induce such employee or group of employees to terminate such job action.

Section 4. Violations of this Article or refusal to cross any picket line in the performance of duty shall be a violation of this Agreement and shall subject the employee to disciplinary action and such other action that the School District may deem appropriate.

Section 5. The School District may, in addition to the remedies under Chapter 150E of the General Laws or this Agreement, file independently an action in the appropriate court to enforce this Article.

ARTICLE 22

LAYOFF AND RECALL

Section 1. LAYOFFS

It is acknowledged and understood that should it become necessary to reduce the number of paraprofessionals, the Superintendent has sole discretion to determine who shall be laid off. The Superintendent will adhere to the following process for determining who shall be laid off:

- (a) The Superintendent shall first solicit volunteers for layoff.
- (b) If there are not enough voluntary layoffs, the employees retained shall be those "best qualified" for the positions that remain. In determining which employees are "best qualified," the Superintendent shall consider the best interests of the School District and any student or students that may be impacted; the employees' specific job experience;

special skills; knowledge of the curriculum; past job performance; disciplinary record; and any other qualification the Superintendent deems relevant. The order in which these considerations is listed does not control in terms or priority.

- (c) When, in the sole discretion of the Superintendent, multiple paraprofessionals are equally qualified for a position, seniority will determine the order of the reduction in force, with the least senior paraprofessional laid off first.

Eligible paraprofessionals who are laid off may continue group health and life insurance coverage by paying the School District for the full premium cost. Failure to forward premium payments to the School District as required will terminate this option.

Section 2. SENIORITY

- (a) Seniority shall be defined as continuous service in the Berlin-Boylston Regional School District (including continuous service in the Boylston and/or Berlin Public Schools prior to July 1, 2019) as calculated in years, months and days. Unpaid leaves of absence in excess of twenty (20) consecutive days shall not be counted in the computation of seniority. Part-time employees shall accrue one year seniority when the fractional part of years of employment add up to a full employment year. For example, a part-time employee has worked ten (10) years at half time has five (5) years seniority. An employee's seniority starts on their first paid work day as an employee of the School District, regardless of an earlier offer or acceptance date. In the event multiple employees have the same start date, the factors listed under Section A(2) above will be used to determine "seniority."
- (b) Seniority will be lost when an employee leaves the employment of the School District. Seniority will not continue to accumulate during the period in which an employee is in laid-off status or on an unpaid leave of absence. An employee will suffer no loss of seniority when on an approved paid leave of absence.

Section 3. RECALL

- (a) A paraprofessional who has been laid off will have recall rights for a one (1) school year period commencing on July 1 following the last school year he/she worked before the layoff. During the recall period, the laid-off employee will have preference for any vacancy or new position in the bargaining unit for which they are qualified. Recall will be offered based on the qualifications needed for the position. When multiple paraprofessionals are equally qualified for a position, seniority will determine the order of recall.
- (b) A paraprofessional to be recalled will be so notified, at the last address on file with the School District, by certified mail and a copy of such notice will be forwarded to the President/Steward of the Association. If the paraprofessional fails to respond

affirmatively to the recall within two (2) weeks of the date of mailing of the notice, the paraprofessional will forfeit all recall rights.

- (c) A paraprofessional recalled will be given full credit for prior service with the School District. However, time spent awaiting recall while not employed by the School District will not be credited. All benefits to which an employee was entitled at the time of layoff will be restored upon recall.

ARTICLE 23

STABILITY OF AGREEMENT

Section 1. No agreement, understanding, alteration, amendment or variation of this Agreement's terms will bind the parties to this Agreement unless made and executed in writing by the parties.

Section 2. The failure of the School District or the Association to insist on any one or more occasions, upon performance of any of the terms or conditions of the Agreement, will not be considered as a waiver or relinquishment of the right of the School District or the Association to future performance of any such term or condition, and the obligations of the School District and the Association to such future performance will continue in full force and effect.

ARTICLE 24

SEVERABILITY

If any Article or section of this Agreement or any addendum to this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or section should be restrained by such tribunal, the remainder of this Agreement and any addendum will not be affected and will remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be ratified by the bargaining unit and the School Committee, and executed on behalf of the School Committee by the Chairman and on behalf of the Paraprofessionals Association by its President and/or authorized representatives as of the dates set forth below.

BERLIN-BOYLSTON REGIONAL
SCHOOL COMMITTEE

BERLIN-BOYLSTON
PARAEDUCATORS ASSOCIATION

Meagan A Hill

Jennifer Kelly

Dana Ricci

Dated: 10/17/2024

Dated: 10/10/24

APPENDIX A*

WAGE SCHEDULES

FY25 (2024 – 2025) Wage Schedule	
Step	Hourly Rate
1	\$22.32
2	\$22.77
3	\$23.22
4	\$23.67
5	\$24.12
6	\$24.57
7	\$25.02
8	\$25.47
9	\$25.92
10	\$26.87

FY26 (2025 – 2026) Wage Schedule	
	2%
Step	Hourly Rate
1	\$22.77
2	\$23.23
3	\$23.68
4	\$24.14
5	\$24.60
6	\$25.06
7	\$25.52
8	\$25.98
9	\$26.44
10	\$27.41

FY27 (2026 – 2027) Wage Schedule	
	2%
Step	Hourly Rate
1	\$23.22
2	\$23.69
3	\$24.16
4	\$24.63
5	\$25.09
6	\$25.56
7	\$26.03

8	\$26.50
9	\$26.97
10	\$27.96

*Arithmetic subject to verification by the School District and the Association

APPENDIX B

SAMPLE

PAYROLL ELECTION FORM

REQUEST TO RECEIVE WAGES OVER 26 PAY PERIODS

I hereby request that my biweekly compensation, which I earn and am regularly paid during the school year when Berlin-Boylston Regional School District is in session, be paid in equal installments over 26 pay periods so that I may receive compensation during the months of July and August when school is not in session.

This is a voluntary request on my part. I am aware I am waiving my right to be compensated according to M.G.L. c. 149, section 148. I do so of my own free will.

Printed name of employee

Date

Employee signature

APPENDIX C
EVALUATION FORM

Name: _____ School: _____

Evaluator: _____ Evaluation Date: _____

Mid-Year Evaluation: _____ Summative Evaluation: _____

Place a check mark in the appropriate column below. A narrative statement for each evaluation area should be entered under additional comments.

I. Assisting Instruction	Unsatisfactor y	Needs Improvement	Proficien t	Exemplar y (a model for others)
A. Encourages student's effort and participation.				
B. Establishes positive and professional relationships with students.				
C. Maintains discipline in a fair and consistent manner.				
D. Treats students with respect and is respected by students.				
E. Shows initiative to identify difficulties and suggest remedies.				
F. Assists with daily routines and schedules.				
G. Understands each assigned student's IEP or behavior plan.				
H. Accurately maintains required record keeping.				
I. Encourages self-sufficiency by teaching students the necessary skills and work habits to become independent learners.				
J. Adapts approaches to individual learning styles.				
K. Encourages and demonstrates appropriate social interactions.				
L. Exercises care for the health and safety of students and staff.				

Additional Comments

II. Communication and Collaboration	Unsatisfactor y	Needs Improvement	Proficien t	Exemplar y (a model
--	----------------------------	------------------------------	------------------------	--------------------------------

		t		for others)
A. Works with teachers to maintain a consistent standard of student conduct.				
B. Demonstrates confidentiality and professional communication.				
C. Demonstrates flexibility in working with staff and students.				
D. Maintains a professional manner and accepts assignments, suggestions and criticism well.				
E. Consults regularly with special education teachers.				
F. Follows the chain of command for registering concerns, asking questions, or seeking information.				

Additional Comments

III. Professional Development	Unsatisfactor y	Needs Improvement	Proficien t	Exemplar y (a model for others)
A. Seeks ways to improve skills through ongoing professional development and collaboration.				
B. Applies new knowledge and skills.				

Commendations:

Recommendations:

Attendance: Excellent _____ Satisfactory _____ Unsatisfactory _____

Punctuality: Excellent _____ Satisfactory _____ Unsatisfactory _____

Performance: Exemplary _____ Proficient _____ Needs Improvement _____ Unsatisfactory _____

Recommended for Rehire: _____ Not Recommended for Rehire: _____

The signature below indicates that I have received a copy of this evaluation and understand that a copy will be placed in my personnel file, but not necessarily agreement with the contents.

Evaluator: _____ Date: _____

Paraprofessional: _____ Date: _____

The Paraprofessional may submit a written response to be attached to this evaluation within 5 days of receiving it.

