AGREEMENT

BETWEEN THE

MASCONOMET REGIONAL SCHOOL DISTRICT

AND THE

MASCONOMET PARAPROFESSIONALS UNION LOCAL 6564

AMERICAN FEDERATION OF TEACHERS (AFT) AFT MASSACHUSETTS

(AFL-CIO)



2024 - 2027

TABLE OF CONTENTS

ARTICLE I: Recognition 2
ARTICLE II: Discipline, Probationary Period, Just Cause 2
ARTICLE III: Paraprofessional Work Year, Hours of Work, and Remuneration 2
ARTICLE IV: Grievance Procedure 4
A. Definitions 4
B. Purpose 4
C. Procedure 4
D. Rights of Paraprofessionals to Representation 6
E. Miscellaneous 6
ARTICLE V: Paid Holidays 6
ARTICLE VI: Sick Leave 7
ARTICLE VII: Temporary Leaves of Absence 8
ARTICLE VIII: Extended Leaves of Absence 9
ARTICLE IX: Transfers and Vacancies 9
ARTICLE X: Seniority, Layoff, Recall Rights 10
ARTICLE XI: Paraprofessional Evaluations and Personnel Files 11
ARTICLE XII: General 13
ARTICLE XIII: Insurance 14
ARTICLE XIV: Indemnification of Employees 14
ARTICLE XV: Workmen's Compensation 14
ARTICLE XVI: Assignments 14
ARTICLE XVII: Use of School Facilities 15
ARTICLE XVIII: Non-Discrimination/Fair Practices 15
ARTICLE XIX: Savings Clause 15
ARTICLE XX: Management Rights 16
ARTICLE XXI: Salary Schedule 16
ARTICLE XXII: Duration 18
APPENDIX A: Salary Schedule 19
APPENDIX B: Paraprofessional Evaluation Form 22

ARTICLE I: Recognition

The Masconomet Regional School District, hereinafter referred to as the "District," recognizes the Masconomet Paraprofessionals Union Local 6564, American Federation of Teachers(AFT), AFT Massachusetts, (AFL-CIO) hereinafter referred to as the “Federation”, for the purpose of collective bargaining as the exclusive representative of a unit consisting of all regular paraprofessionals, study hall monitors, and library aides excluding all other employees of the Masconomet Regional School District. Unless otherwise indicated, the employees in the above unit will be referred to hereinafter as the "Paraprofessionals."

ARTICLE II: Discipline, Probationary Period, Just Cause

A. Any written complaints regarding a Paraprofessional made to any member of the Administration by any parent, student, or other person will be promptly called to the attention of the Paraprofessional. Prior to the imposition of any discipline or administrative action resulting from the complaint, the Paraprofessional will have the right to first present their case or viewpoint.

B. The Federation recognizes the authority and responsibility of the Administration for disciplining or reprimanding a Paraprofessional for delinquency of professional performance. Reprimands shall be made in private. If a Paraprofessional is to be questioned regarding a matter which may lead to discipline, the Paraprofessional will be entitled to have a Federation representative present. The Administrator shall have the right to have a representative present.

C. **Probationary Period**. All new employees shall be on a probationary status for one hundred and twenty (120) calendar days, and may be discharged with or without reason, and such discharge shall not be subject to the grievance and arbitration provisions of this Agreement.

D. **Just Cause**. Except as set forth above, no Paraprofessional shall be dismissed, suspended, or disciplined within the given school year without just cause. This provision shall not apply to the non-renewal of a Paraprofessional's employment for a subsequent school year, which shall not be subject to the grievance and arbitration provisions of this agreement.

ARTICLE III: Paraprofessional Work Year, Hours of Work, and Remuneration

A. **Work Year.** The normal work year for Paraprofessionals shall be one-hundred and eighty-three (183) days.

B. **Workday**. It will be the intent of the District that a Paraprofessional will be employed for a specific number of hours per week per year. Paraprofessionals will be

given at least two weeks' notice in writing in the case of an increase or decrease in their hours of work.

C. All Paraprofessionals who work more than five (5) hours per day shall receive and must take a thirty (30) minute, paid, duty-free lunch period. Under normal circumstances, the lunch period will be scheduled during one of the scheduled lunch periods. Middle School Paraprofessionals who supervise the Middle School lunch period in the cafeteria may take their lunch break after the Middle School lunch period. All Paraprofessionals who work more than three (3) hours, but not more than five (5) hours per day, shall receive and must take a fifteen (15) minute, paid work break. The Assistant Superintendent for Student Services will ensure that their schedules allow for a duty-free lunch. Under no circumstances will the paid work break described in this Article be additive to the employee's work hours for purposes of obtaining eligibility for benefits.

D. Each Paraprofessional shall work a schedule mutually agreed upon with their immediate supervisor with the Assistant Superintendent for Student Services approval. The length of the work year may be extended at the discretion of the Superintendent or their designee. Employees who are required to work in excess of their normal daily hours shall be paid for said hours at their regular hourly rate.

E. Regularly scheduled hours of employment as determined in Section B of this Article shall be continuous for each day, and Paraprofessionals shall be paid for the number of hours they are required to be present at their place of work.

F. If the Paraprofessional is required by the administration to attend afternoon or evening meetings, attend team meetings, parent conferences, perform science fair duties, morning/afternoon monitoring of students, participate in the workshops or related course work, outside of their regularly scheduled hours, the Paraprofessional will be paid for that time at their regular hourly rate. Tuition fees, materials, and travel expenses for out of district travel will be paid by the district if approved by the Superintendent.

G. **Substituting.** Paraprofessionals who substitute for a teacher will be paid an additional thirty dollars ($30.00) for a thirty-six (36) minute period, thirty-five dollars ($35.00) for a forty-nine minute period or forty dollars ($40.00) for a sixty-eight (68) minute period. A Paraprofessional who is normally assigned to a Learning Lab, a Learning Resource Center (LRC), or an Academic Support Center, and who is asked to serve as a substitute teacher in one of those classroom settings, shall receive the appropriate compensation as outlined above. Furthermore, the Administration agrees to prioritize, but does not guarantee, that those Paraprofessionals who are normally assigned to one of these classrooms will be utilized as a substitute teacher when the need arises. Any Paraprofessional who is required to substitute for a teacher during the administration of the MCAS, PSAT and SAT shall receive the appropriate compensation as outlined above.

H. Access to Technology. Paraprofessionals shall have access to technology which is reasonable and necessary to perform their duties. Each paraprofessional shall have access to an iPad/laptop/Chromebook or similar device.

ARTICLE IV: Grievance Procedure

A. Definitions

1. A grievance shall mean any complaint arising from any alleged violation, misinterpretation or misapplication of the Contract or from alleged discriminatory acts or conditions contrary to the Contract.

2. For this Article only, "days" shall mean calendar days exclusive of Saturdays, Sundays, observed federal and state holidays and scheduled vacation periods during the school year. Grievances unresolved at the end of the school year will be acted upon during the summer by mutual agreement of the grievant, the Federation and the District, or in the case of a class action grievance, by mutual agreement of the Federation and the District.

B. Purpose

1. The Federation and the District desire that such grievance procedure shall be as informal and confidential as may be appropriate for the grievance at the procedural level involved; and nothing in this Agreement shall prevent any such employee from individually presenting his own grievance. Whenever a grievant is not represented by the Federation, the Federation shall have the right to be present and to state its views at all levels of this procedure.

2. The purpose of the procedure set forth hereinafter is to produce prompt and equitable solutions to those grievances which from time to time may arise and affect the wages, hours, and conditions of employment of the employees covered by this Agreement. Both parties to this Agreement therefore recognize the desirability of exerting an earnest effort to settle grievances at the earliest possible time.

C. Procedure

1. Decisions rendered at all levels of the procedure will be in writing and will be transmitted promptly to the grievant(s) and the Federation. The Federation shall have the right to appeal the disposition of a grievance if such disposition is alleged to be a violation of this Agreement.

2. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum, and every effort should be made to expedite the process.

3. The time limits may be extended by mutual agreement of the parties.

4. A grievance must be presented within fifteen (15) days of the time when the Paraprofessional or the Federation should reasonably have been aware of the

occurrence of the alleged violation of contract, and shall be processed as follows:

a. Level 1:

(1) A Paraprofessional or the Federation shall present the grievance in writing to the Assistant Superintendent for Student Services or the Principal of the building. The grievant and the recipient of the grievance shall meet within five (5) days to discuss the grievance. A written reply will be rendered to the grievant and the Federation within five (5) days of the meeting.

(2) If the recipient of the grievance is not the Principal, and the meeting to discuss the grievance does not satisfactorily resolve the matter to both parties, the grievance may then be submitted within five (5) days to the Principal of the building. The Principal will then meet with the grievant within five (5) days to discuss the grievance. A written reply will be rendered by the Principal to the grievant and the Federation within five {5) days of the discussion.

b. Level 2:

(1) If the grievance is not resolved within the five (5) days after the Level 1 meeting takes place, it may be submitted to the Superintendent within five (5) days of the date that the Level 1 reply is due.

(2) The Superintendent shall meet with the grievant for the purpose of discussing the grievance within five (5) days of receipt of the written grievance. Within five (5) additional days the Superintendent shall render a written reply to the grievant and the Federation.

c. Level 3:

(1) If the grievance is not resolved satisfactorily at Level 2, and the grievance comes under the legal purview of the School Committee, the grievant may submit the matter to the School Committee within five (5) days of the date that the Superintendent's reply is due. Matters not under purview of the School Committee may be escalated to Level 4.

(2) Within fifteen (15) days after the receipt of the grievance, the Committee shall meet to discuss the grievance. The Committee shall render its decision in writing within five (5) days of the conclusion of the meeting.

d. Level 4:

(1) If the grievance is not resolved, the Federation may, within thirty (30) days after the decision is due at Level 3, file a written request for arbitration with the American Arbitration Association (in which case the arbitration shall

be conducted in accordance with the rules of the American Arbitration Association.

(2) The decision of the arbitrator shall be final and binding on the parties.

D. Rights of Paraprofessionals to Representation

1. No reprisals of any kind will be taken by the District or by any member of the administration against any party in interest, any School Representative, any member of the Federation or any participant in the grievance procedure by reason of such participation.

2. Any party in interest may be represented at all stages of the grievance procedure by a person of their own choosing, except that they may not be represented by an officer or representative of any organization other than the Federation.

E. Miscellaneous

If a grievance affects a group or class of Paraprofessionals, the Federation may submit such grievance which will commence at Level 2.

ARTICLE V: Paid Holidays

All Paraprofessionals will be paid regular compensation based on

scheduled hours for each of the following holidays which fall during their regularly scheduled work week:

Labor Day [1]
Columbus Day
Veteran's Day
1/2 Day Before Thanksgiving
Thanksgiving Day
Day After Thanksgiving
Martin Luther King Day
Good Friday [2]
Memorial Day

Juneteenth[3]

[1] Paraprofessionals will be paid their regular compensation if the teachers and staff return before Labor Day.

[2] If school is open on Good Friday, and if an individual Paraprofessional wishes to observe this as a religious holiday, they will present notification to their immediate supervisor at least five (5) school days prior to this holiday.

[3] Juneteenth will only be a paid holiday if the District is still in session as of that date and falls on the school calendar.

ARTICLE VI: Sick Leave

A. Paraprofessionals working at least twenty (20) hours per week will be entitled to fifteen (15) days of Sick Leave per year, accumulating to a maximum of an equivalent of one hundred (100) days. Paraprofessionals working less than twenty (20) hours per week will be entitled to twelve (12) days of Sick Leave per year, accumulating to a maximum of an equivalent of one hundred (100) days.

B. Each Paraprofessional shall receive annual notice of their accrued sick leave no later than October 1 of each school year.

C. **Family Illness.** Five (5) school days will be granted per year due to emergency illness or injury in the immediate family requiring arrangements by the Paraprofessional for necessary medical and/or nursing care. The term "immediate family" shall apply to husband, wife, son, daughter, father, mother, sister, brother, grandchild or another member of the Paraprofessional's immediate household. These days are to be subtracted from the Paraprofessional's total Sick Leave accumulations.

D. **Sick Bank.** The Association and the Committee will jointly establish a Sick Bank for use by Association members who experience catastrophic illness. The Sick Bank will be administered by the Association.

1. The number of days available in the Sick Bank will be determined through voluntary annual contribution of one day per employee, with days donated by employees to be matched by the School Committee one (1) for one (1). On the first workday of each year, the Superintendent's office will provide a written form for members to indicate in writing whether they wish to participate in the Sick Bank for the following school year.

2. Probationary members of the bargaining unit are not eligible to participate in the sick bank. A member of the bargaining unit's decision is irrevocable during the year for which the form was signed. Days are non-refundable to members of the bargaining unit and do not accumulate to the Sick Bank from year to year.

3. To be eligible to use days from the Sick Bank, the member must:

a. Have elected to participate in the Sick Bank by September 1st of the year in which application has been made. Participation requires the voluntary contribution of one sick day by the member per year.

b. Apply in writing to the Sick Bank Administration Committee appointed by the Association President.

c. No leave shall be awarded by the Bank for an absence or absences not formally approved as medical leave for one's own illness by the Superintendent.

d. Have exhausted all personal accumulated sick time and personal days.

4. Initial Sick Bank time awarded to a member applicant shall not exceed fifteen (15) school days, with extensions not to exceed a total of forty-five (45) days, granted by the Review Committee upon proof of continued need.

5. The Committee reserves the right to review all records relative to the administration of the Sick Bank.

ARTICLE VII: Temporary Leaves of Absence

A. Paraprofessionals will be entitled to the following temporary leaves of absence with pay:

1. Court Appearances and Jury Duty:

a. Time necessary for appearance in a legal proceeding if the Paraprofessional is required to appear in court for jury duty, or if the appearance is requested by the District.

b. While serving on jury duty, Paraprofessionals shall be paid the difference between their regular pay and jury pay.

2. Bereavement Leave. Up to five (5) consecutive calendar days at any one time in the event of the death of the Paraprofessional's spouse, child, parent, or brother or sister (natural or adopted), grandfather, grandmother, father-in-law, mother-in-law, son or daughter-in-law, uncle, aunt, niece, nephew or grandchild with the approval of the immediate supervisor, principal or superintendent, which will not be unreasonably withheld.

3. Personal Leave. A maximum of three (3) days each year for personal business which cannot be transacted outside of school hours. Requests for Personal Leave shall be made to the Principal or Director of Pupil Personnel Services for approval at least twenty-four (24) hours in advance (except in the event of an emergency). Approval of the Principal or the Assistant Superintendent

for Student Services shall not be unreasonably withheld.

4. Small Necessities Leave Act. Eligible employees covered by this agreement shall be entitled to leave in accordance with the Massachusetts Small Necessities Leave Act, M.G.L. c. 149, Section 52D. An employee may use accumulated paid leave for unpaid leave granted under this section. Where an employee's paid leave allowances have been exhausted such leave shall be unpaid.

5. **Domestic Violence Leave Act (DVLA).** An employee who meets the statutory requirements to qualify for leave under the Domestic Violence Leave Act (DVLA), M.G.L. c 149, Section 52E is eligible for unpaid leave for the purposes allowed under said law. An employee may use accumulated paid leave for unpaid leave granted under this section. Where an employee's paid leave allowances have been exhausted such leave shall be unpaid.

ARTICLE VIII: Extended Leaves of Absence

A. Family and Medical Leave Act (FMLA). Eligible employees covered by this Agreement shall be entitled to leave in accordance with the provisions the Federal Family and Medical Leave Act, 29 U.S.C., Section 2601, (29 CFR 825), and may use accrued paid leave for unpaid leave granted under this section.

B. Parental Leave. Eligible employees covered by this Agreement shall be entitled to Parental Leave in accordance with the provisions of M.G.L. c. 149, Section 105D, and may use accrued paid leave for unpaid leave granted under this section if the reason for the leave would have normally qualified for paid leave. Leave granted under this section shall run concurrent with leave granted under the Family and Medical Leave Act.

C. Childrearing leave up to one (1) year will be granted, without pay.

D. Under extenuating circumstances, a leave of absence of up to one (1) year may be granted by the Committee upon recommendation of the Superintendent.

ARTICLE IX: Transfers and Vacancies

A. Voluntary Transfers. Paraprofessionals desiring a transfer will submit a written request to the Assistant Superintendent for Student Services stating the assignment preferred. Such requests must be submitted between September 1 and April 1 of each school year to be considered for the next school year. Requests must be renewed each year. All requests will be acknowledged in writing by the Superintendent. The Superintendent will be responsible for approving or disapproving transfer requests.

B. Involuntary Transfers. When involuntary transfers are necessary, a

Paraprofessional's length of service in the system and demonstrated competence in specific areas shall be considered in determining who shall be so transferred.

1. In the event the involuntary transfer involves a change in building assignments during the school year, the parties agree that the transfer shall only be made after a meeting between the Paraprofessional and the Superintendent and/or his designee at which time the Paraprofessional shall be provided written notification as to the reasons for such transfer. If so requested, the Paraprofessional may have a representative present at the meeting.

2. An involuntary transfer will be made only after written notification of the transfer, including but not limited to the reasons for the transfer. If the Paraprofessional so requests, the Paraprofessional and their representative shall meet to discuss the transfer with the Superintendent.

C. **Posting of Vacancies**. Vacancies in positions within the system will be posted at least five {5) days prior to the close of applications for that position.

D. **Filling of Vacancies.** Whenever a vacancy occurs, Paraprofessionals shall be given adequate opportunity to apply for the position. Qualified Paraprofessionals will be seriously considered to fill the position, and consideration will be given to the length of service within the system. If it is determined that a Paraprofessional is within the top five contenders by reason of qualifications with respect to the job specification, the Paraprofessional shall be considered for the position.

ARTICLE X: Seniority, Layoff, Recall Rights

A. **Seniority**. Seniority shall be defined as the length of continuous service as a Paraprofessional in the Masconomet Regional School District. For each Paraprofessional, the effective date of seniority shall be the date the Paraprofessional was hired (date of hire).

B. **Seniority List**. The District shall prepare, maintain, and provide to the Federation by October 31st of each school year, and upon written request a list of bargaining unit employees, ordered by date of hire.

C. **Layoff**. Whenever possible, reductions in force will be accomplished through attrition. In the event of a layoff due to a reduction in the work force, due consideration shall be given to qualifications, and continued demonstrated competence, and experience in the system. In cases where it is determined that qualifications and demonstrated competence are equivalent, seniority shall determine the order of layoff.

D. **Recall Rights**. Paraprofessionals laid off pursuant to Section **C** shall have recall rights in the inverse order of layoff to any vacant Paraprofessional positions in their classification for which they are qualified for a maximum period of one {l) year.

ARTICLE XI: Paraprofessional Evaluations and Personnel Files

A. **Paraprofessional Evaluations.** The purpose of Paraprofessional Evaluations is to provide feedback for positive performance and assistance for correcting any deficiencies in performance. Paraprofessional Evaluations shall be done over a sufficient period as to make a valid assessment and will be based upon specific examples of the employee's work performance. All monitoring or observation of the work performance of a Paraprofessional will be conducted openly and with full knowledge of the Paraprofessional. Annual Evaluations will be documented using the Masconomet Regional School District Paraprofessional Evaluation Form found in Appendix B.

1. **Evaluators.** A District Administrator will ensure that an evaluator is assigned to each Paraprofessional normally assigned to work in their building. The annual evaluation of a Paraprofessional who regularly works in more than one (1) school building will be completed by an evaluator who works in the building where the employee works most of the time.

2. **Evaluation Schedule.** A District Administrator will ensure that annual evaluations are completed for all Paraprofessionals who work in their school/building. Evaluations will be completed and presented to an employee, absent circumstances beyond the control of the employer, each year and no later than June 1st.

3. **Feedback for Improvement.** A Paraprofessional will be provided appropriate feedback in a timely manner to correct problems in their performance. Appropriate feedback shall include a list of the performance standards in question, suggested actions for correcting any deficiencies, and other supports and resources available to the employee to assist them in improving their performance.

a. An evaluator may use the Evaluator's Comments section of the Paraprofessional Evaluation Form to provide feedback on each of the performance standards rated. An Evaluator's comments must provide appropriate feedback on any standard rated "Needs Improvement" or "Unsatisfactory".

b. An evaluator may solicit input from a classroom teacher regarding a Paraprofessional's work performance, provided the teacher has day-to-day knowledge of the employee's performance through direct supervision.

Input solicited from a classroom teacher will include specific examples of the employee's performance which will be documented in the Evaluator's Comments Section of the evaluation form.

4. **Employee Response.** A Paraprofessional may respond in writing to any part of the evaluation that they believe is incorrect or inaccurate.

5. **Performance Ratings.** On the evaluation form an evaluator will assign a rating to each performance standard that is applicable and an overall rating using the following:

S = Satisfactory

NI = Needs Improvement

U = Unsatisfactory

6. **Lowering of Prior Ratings.** No Paraprofessional shall have their prior overall rating or a rating on any performance standard lowered unless their evaluator holds a meeting with the employee during the school year, and no later than February 15th. This meeting will be documented in writing and the Paraprofessional will be provided with appropriate feedback and given sufficient time to correct any deficiencies in their performance.

7. **Delivery and Signatures.** Upon completion of an evaluation the evaluator shall sign, date, and present the completed evaluation form to the employee along with copies of any additional documents collected and used during the current evaluation cycle. The evaluation form must be signed by the evaluator and delivered face-to-face or placing a copy in a sealed envelope in the employee's mailbox at their work location. A Paraprofessional will sign and date the evaluation form within five (5) school days of receiving it from their evaluator. The employee's signature indicates that they have received the evaluation in a timely fashion. The employee's signature does not indicate agreement or disagreement with its contents.

B. **Personnel Files.** The District will maintain only one (1) Personnel File for each Paraprofessional who is a member of the bargaining unit.

1. No material derogatory to an employee's conduct, service, character or personality shall be placed in an employee's Personnel File unless the employee is sent a dated copy at the same time. An employee shall have the ability to respond in writing to any document placed in their Personnel File, and such response shall remain a part of the employee's Personnel File, attached to said document, for so long as the record remains in their file.

2. No documents related to any grievance or arbitration filed by or on behalf of an employee in accordance with Articles IV of this agreement shall become part of an employee's Personnel File.

3. All documents placed in an employee's Personnel File shall not be considered a Public Record per the Privacy Exemption under the Massachusetts Public Records Law, M.G.L. c. 4, §7(26)(c).

4. A Paraprofessional may examine her/his Personnel File after they have given a twenty-four (24) hour notice to the Superintendent or their designee and shall upon written request be provided a copy of any documents contained therein.

ARTICLE XII: General

A. **Information and Access to Members.** The District agrees to provide the Federation with information and access to members of the bargaining unit pursuant to M.G.L. c. 150E. The District shall also provide the federation with access to and information about members of the bargaining unit in accordance with Chapter 73 of the Acts of 2019. In addition, the District will notify, in writing, no later than 5 calendar days after the employee accepts transfer/promotion, resigns, retires, or otherwise leaves employment and shall provide the Federation with the (i) name; (ii) title; (iii) worksite location; and (iv) the effective date.

B. **Emergency School Closing.** Whenever school is closed after the start of the school day, Paraprofessionals shall receive their regular full day's compensation if they work their regular hours. If school is closed because of an emergency or school has a delayed opening, Paraprofessionals scheduled to work shall receive their regular full day's compensation if the day constitutes a legal day of school.

C. The District and the Federation agree to carry out the commitments contained herein and give them full force and effect as contractual obligations. The District will take such action as may be necessary in order to give full force and effect to the provisions of this Agreement.

D. **Transportation of Students**. No Paraprofessional shall be required to transport students in their car.

E. **Printing of Agreement.** The parties will share the cost of supplying each Paraprofessional with a copy of the Agreement. The District will supply the Federation with ten extra copies of the Agreement.

F. **Job Description.** Any person appointed as a Paraprofessional will be provided with a job description upon hiring.

G. **Mileage Reimbursement**. Paraprofessionals will be paid the IRS mileage allowance when they are assigned off-campus Paraprofessional assignments required by the School District. This mileage is authorized through the execution of a purchase order and all reimbursements must be submitted no later than June 30 each year.

ARTICLE XIII: Insurance

A. The District will pay the maximum allowed by the Masconomet Regional School District for the cost of the following types of insurance coverage provided the Committee approves:

1. **Life Insurance**. A term life insurance plan of the type available to the teachers.

2. **Health Insurance**. Individual or family coverage, whichever applies in the particular case, for the type available to teachers. Effective, July 1, 2016, the employer shall pay seventy-four percent (74%) of the premium cost of the HMO Plan, and sixty-nine percent (69%) of premium cost of the PPO Plan offer to employees by the District.

B. All provisions shall be consistent with Massachusetts General Laws, Chapter 32B, governing insurance benefits.

ARTICLE XIV: Indemnification of Employees

If criminal or civil proceedings are brought against a Paraprofessional, the District recognizes it has a responsibility to the Paraprofessional under the law and hereby affirms such obligations under Chapter 41, Section l00(c) of the General Laws of Massachusetts.

ARTICLE XV: Workmen's Compensation

Whenever a Paraprofessional is absent from school as a result of personal injury compensable by Workmen's Compensation, the Paraprofessional may elect, pursuant to General Laws, Chapter 152, Section 69, to receive paid sick leave on a pro rata basis to supplement Workmen's Compensation payments as long as the total amount does not exceed the Paraprofessional's salary.

ARTICLE XVI: Assignments

A. Except in unusual circumstances, Paraprofessionals will be notified of their workload and hours per week for the coming year and any unusual assignment they will have no later than June 15 of the previous school year.

B. Paraprofessionals will not be assigned, except temporarily and for good cause, outside the scope of their job classification.

ARTICLE XVII: Use of School Facilities

A. The Federation is hereby granted, without cost, the privilege to use school buildings at reasonable times outside of regular school hours, with the approval of the Building Principal, for Federation meetings.

B. **Bulletin Boards.** The District will provide a bulletin board in each building for use by the Federation.

C. **District E-Mail Account.** The District will provide each Paraprofessional with an email account.

D. **Payroll Deductions.** Paraprofessionals shall be entitled to the following payroll deductions:

1. Dues deduction.

2. Credit Union.

ARTICLE XVIII: Non-Discrimination/Fair Practices

A. **Non-Discrimination.** The District agrees that no member of the bargaining unit shall be discriminated against in employment practices including, but not limited to, hiring, promotion, transfer, discharge, pay, fringe benefits, or access to educational programs and services on the basis of race, color, sex, religion, national origin, age, handicap, sexual orientation, union activity, military/veteran status, or gender activity.

B. There will be no reprisals of any kind taken against any Paraprofessional by reason of their membership in the Federation or participation in its activities or non-membership in the Federation or non-participation in its activities.

C. **Fair Practices.** As sole collective bargaining agent, the Federation will accept into voluntary membership all Paraprofessionals covered by this Agreement without regard to race, color, creed, national origin, sex, marital status, sexual orientation, disability, or previous affiliation with other organizations.

ARTICLE XIX: Savings Clause

If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law and substitute action shall be subject to appropriate consultation and negotiation with the Federation. In the event that any provision of this Agreement is or shall be contrary to law, all other provisions of this Agreement shall continue in effect.

ARTICLE XX: Management Rights

A. The District is a public body established under and with powers provided by the statutes of the Commonwealth of Massachusetts. Except as restricted by the terms of this Agreement, the District retains all rights, powers, duties, and responsibilities conferred upon it by statute or regulation of any agency of the Commonwealth. Subject to the provisions of this Agreement, it is recognized that in addition to other functions and responsibilities, the District has and will retain the right and responsibility to direct the operation of the employees and in this connection to determine the methods, processes, and work; and to select and hire, promote and transfer employees, including the right to make and apply reasonable rules and regulation of discipline, efficiency, and safety.

B. **Existing Conditions of Employment.** Any previously adopted policy, practice, rule or resolution of the District which effects mandatory subjects or bargaining regarding wages, hours or conditions of employment of bargaining unit employees will not be changed by the District without affording the Federation notice and an opportunity to bargaining regarding the impact of the change prior to its implementation.

C. **No Strikes/Work Stoppages.** The parties hereto agree that there shall be no strikes of any kind whatsoever, work stoppages, slowdowns, or interferences or interruptions with the production or operations of the School System by any employee or the Federation, and there shall be no lock-outs by the Employer.

ARTICLE XXI: Salary Schedule

A. **Salary Schedule.** The hourly rates of pay for members of the bargaining unit are set forth in Appendix A, which is attached to and made a part of this Agreement.

B. **Placement on the Salary Schedule**. The District reserves the right to hire Paraprofessionals above the minimum rate if warranted by qualifications and experience.

C. **Step Advancement.** At the start of each school year, a Paraprofessional who has worked at least ninety (90) days during the previous school year shall advance one (1) Step on the Salary Schedule provided there has been a continued high standard of job effectiveness or a demonstrated improvement in efficiency of service.

D. **Payroll Schedule.** Paraprofessionals will be paid every other Thursday consistent with the payroll schedule of the District. There will be twenty-one (21) or twenty-two (22) equal installments depending on the payroll calendar, commencing with the second payday of the new school year in September. Paraprofessionals will be allowed to make payroll adjustments for medical and dental insurance each year consistent with the open enrollment period of the District's contract. In addition, Paraprofessionals will be allowed to make any of the payroll adjustments in Article III, Section F, if written notice to the Superintendent has been initiated.

E. **Severance Pay.** Upon retirement each Employee will be paid 1% of annual pay for each year of service. Severance pay will be based on salary rate at time of retirement. To qualify for severance pay, an employee must have ten (10) years service at Masconomet and attained the age of fifty- five (55). To qualify for this benefit, a Paraprofessional must be actively employed by the District on or before June 30, 2021.

F. **Longevity Stipend.** In addition to any other salary adjustments, each employee's annual compensation will be increased by the following amounts upon completion of the indicated number of years of service.

# of Years Completed*	FY25**	.FY26**	FY27**
Zero to Two Years	$0.00	$0.00	$0.00
Three to Five Years	$1.00	$2.00	$3.00
Six to Nine Years	$1.50	$3.00	$4.00
Ten Years or More	$2.00	$4.00	$5.00

* - # of consecutive years completed as a Paraprofessional at Masconomet as of the start of the fiscal year; at least 90 days worked in the previous year will count as a full year towards Longevity Years Completed.

** - Amount added to Hourly Pay Rate for every hour worked during designated school year.

Note: Every $1.00 equates to $1,265 per year for a Full-Time Paraprofessional.

ARTICLE XXII: Duration

This agreement shall become effective as of July 1, 2024, and remain in full force and effect through June 30, 2027, and shall continue in force from year to year thereafter unless and until a successor agreement has been successfully negotiated and ratified by the parties.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this 6th day of February 2025.

Masconomet Regional School Committee	Masconomet Paraprofessionals Union Local 6554, American Federation of Teachers (AFT), AFT Massachusetts (AFL-CIO)
Joseph McLean, Chair	Karen L. Marsella, President

APPENDIX A: Salary Schedule

Step	3.00% July 1, 2024 (FY25)	3.25% July 1, 2025 (FY26)	3.50% July 1, 2026 (FY27)
1	n/a	n/a	n/a
2	n/a	n/a	n/a
3	n/a	n/a	n/a
4	n/a	n/a	n/a
5	n/a	n/a	n/a
6	$19.96	n/a	n/a
7	$20.57	$21.24	n/a
8	$21.19	$21.88	$22.64
9	$21.82	$22.52	$23.31
10	$22.48	$23.21	$24.02
11	$23.15	$23.91	$24.74
12	$23.85	$24.62	$25.49
13	$24.56	$25.36	$26.25
14	$25.30	$26.12	$27.04
15	$26.06	$26.91	$27.85
16	n/a	$27.71	$28.68
17	n/a	n/a	$29.55

(*) - Paraprofessionals at Step 14 in FY24 would advance to Step 15 in FY25 which is Year 1 of the new term of the CBA.

APPENDIX B: Paraprofessional Evaluation Form

MASCONOMET REGIONAL SCHOOL DISTRICT
PARAPROFESSIONAL EVALUATION FORM

School Year_____

Paraprofessional Name: _____

Evaluator Name: _____

DIRECTIONS: Use the following Ratings to evaluate each Performance Standard.

S = SATISFACTORY NI= NEEDS IMPROVEMENT U = UNSATISFACTORY				
	1. Follows established policies and procedures.			6. Models appropriate speech and behavior for all students.
	2. Works cooperatively with classroom teacher and/or specialists and seeks clarification when needed.			7. Assumes responsibility for managing student data, if applicable.
	3. Maintains student confidentiality at all times.			8. Carries out assignments responsibly and in a timely manner.
	4. Works positively with staff and students, and adapts well to meet changes and challenges when they arise.			9. Able to assist students and demonstrate the level of knowledge and skills needed to support the requirements of each assigned student's IEP.
	5. Able to develop good rapport with all students by treating them with dignity and respect.			10. Attends all professional development activities as required by the administration.

<u>OVERALL RATING</u>: (CHECK ONLY ONE)

[ ] SATISFACTORY

[ ] NEEDS IMPROVEMENT

[ ] UNSATISFACTORY

<u>EVALUATOR'S COMMENTS</u>:

_____

_____

_____

_____

_____

_____

[ ] Check Box if Additional Evaluator Comments are attached.

[ ] Check Box if an Employee Response is attached.

_____ _____

Evaluator's Signature **Employee's Signature**

_____ _____

Date: **Date:**