

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**LYNNFIELD TEACHERS ASSOCIATION
PARAPROFESSIONAL UNIT**

AND

LYNNFIELD SCHOOL COMMITTEE

JULY 1, 2025 - JUNE 30, 2028

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ARTICLE 1 - RECOGNITION

The Committee recognizes the Lynnfield Teachers Association, MTA, NEA for the purposes of collective bargaining as the exclusive representative of a unit consisting of all personnel hereinafter set forth: paraprofessionals, special education paraprofessionals, aides, and library aides who work thirty (30) hours or more.

The term "paraprofessional" will refer to all employees in the bargaining unit.

ARTICLE 2 - CONTRACT NEGOTIATION PROCEDURE

Section A. Subject to the provisions of Article 11 not later than October 1 of the calendar year preceding the calendar year in which Agreement expires, the Committee agrees to enter into negotiations with the duly elected representatives of the Association over a successor Agreement in a good faith effort to reach agreement concerning all items and matters properly bargainable as set forth in the General Laws of Massachusetts and more particularly chapter 150E of said Laws.

Section B. Any agreement reached with the Committee will be reduced to writing, will be signed by the Committee and the Association, and will become an addendum to this Agreement.

Section C. The Association shall submit to the committee a list of names and titles of officers, committee members, and others representing the Association, either elected or appointed.

Section D. Within fifteen (15) days after written notification by either party, the Association and the Committee (or their representative), by mutual consent, will meet to discuss any matter relative to wages, hours and other conditions of employment of paraprofessionals which is not covered by this contract provided such matters cannot satisfactorily be resolved by discussions between the paraprofessionals and the Superintendent. If as a result of such discussions agreements are reached, such agreements may, by mutual consent, be made addenda to this contract.

Section E. This Agreement is a complete agreement between the parties covering all subjects of bargaining for the term hereof.

The Committee shall not be under obligation to negotiate with the Association any modifications or additions to this Agreement which are to become effective during the term hereof. In the event agreements are mutually reached on a voluntary basis between the Committee and the Association, they will be reduced to writing, signed by the Committee and the Association, and will become an addendum to this Agreement.

ARTICLE 3 - GRIEVANCE PROCEDURE

Section A. DEFINITION

1. A "grievance" is defined to mean a dispute involving an alleged violation of any of the provisions of this Agreement or any subsequent Agreement entered into pursuant to the Agreement.

2. An "aggrieved person" is the person or persons claiming the grievance.

Section B. PURPOSE

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the grievances which may arise from time to time.

Section C. GENERAL

1. 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.

2.a. Failure at any step of this procedure to advance a grievance to the next step within the specified time limits should be deemed to be of the decision rendered at that step.

 b. Failure at any step of this procedure to render a decision within the specified time limits shall advance the grievance to the next step.

3. The time limits specified may be extended by mutual agreement. Said agreement to be in writing.

4. In the event a grievance is filed on or after June 1, which if left unresolved until the beginning of the following school year could result in irreparable harm, the time limits set forth herein may by mutual agreement of the parties be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.

5. Forms for filing grievances will be jointly approved by the Superintendent and the Association and given appropriate distribution so as to facilitate the operation of the grievance procedure.

6. A grievance that affects two (2) or more employees in the unit may be initially filed at Level Two of the Formal Procedure but within the time period of fifteen (15) days as specified at sub-section 1. (a) of Section E.

Section D. RIGHTS OF PARAPROFESSIONALS TO REPRESENTATION

1. Any paraprofessional may present a grievance and have such grievance heard without intervention by the Association; provided that the Association representative is afforded the unity to be present at such conferences and to state the Association's views and that any adjustment made should not be inconsistent with the terms of this Agreement.
2. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel file of the participants.

Section E. PROCEDURE

Informal Procedure

The aggrieved person may discuss the grievance with the principal of his/her building or immediate supervisor.

If the matter is not disposed of to the aggrieved person's satisfaction within five (5) school days after he/she has initiated discussion, he/she may proceed to Formal Procedure under this Article, it being understood that any aggrieved person may proceed under the Formal Procedure in any event.

Formal Procedure

1. Level One

a. A grievance must be filed in writing with the principal or immediate supervisor within fifteen (15) school days of the time of the occurrence of the grievance or the date the aggrieved person knew or should have known of its occurrence, whichever is later. If not filed in writing within the aforesaid period, the grievance will be considered as waived. The grievance must state the alleged facts pertaining to the grievance, reference to the applicable provision(s) of this Agreement, and the date of the filing of the grievance.

b. The principal shall meet with the aggrieved person and, if requested by the aggrieved person, an Association representative, within five (5) school days of receipt of the written grievance and attempt to resolve the grievance. The principal shall give a written answer to the aggrieved person within five (5) school days after the date of such meeting.

2. Level Two

If the aggrieved person is not satisfied with the disposition of the grievance, it may be referred to the Superintendent in writing within five (5) school days after the receipt of the principal's answer. The Superintendent shall, within five (5) school days after receipt of the written grievance, meet with the aggrieved person and, if requested by the aggrieved person, an Association representative, and attempt to resolve the grievance. The Superintendent shall give a written answer to the aggrieved person within ten (10) school days after the date of such meeting.

3. Level Three

If the aggrieved person is not satisfied with the disposition of the grievance, it may be referred to the School Committee in writing within five (5) school days after receipt of the Superintendent's

answer. Within ten (10) school days or the next regularly scheduled School Committee meeting, whichever is later, after receiving the written grievance, the School Committee or its designated representative will meet with the aggrieved person and the Association's representative, if the aggrieved person so desires, for the purpose of resolving the grievance. The ultimate decision on the grievance at Level Three will, however, be rendered by a majority of the School Committee. Within five (5) school days after the next regularly scheduled School Committee meeting following the Level Three meeting, the School Committee shall give a written answer to the aggrieved person and, if present, to the Association's representative.

4. Level Four

- a. The School Committee's answer shall be considered accepted unless within ten (10) school days after receipt thereof the Association notifies the School Committee in writing of its intention to take the grievance to arbitration.
- b. The arbitrator is to be mutually selected by the Committee and the Association. If the Committee and the Association cannot agree, within seven (7) school days after written notice specified above of the intention to arbitrate, then the party demanding arbitration shall within five (5) school days thereafter, request the American Arbitration Association to provide a panel or arbitrator. Said arbitrator is then to be selected under the provisions of the Voluntary Labor Arbitration Rules now, or hereafter, in effect.
- c. The Voluntary Labor Arbitration Rules shall also govern the procedure at any arbitration hearing.
- d. The arbitrator so selected will confer with the School Committee or its designated representative and the Association and hold hearings promptly and receive briefs, and will issue his decision not later than thirty (30) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning, and conclusions on issues submitted. The arbitrator will be without power to modify, alter, add too, or subtract from the provisions of this Agreement. The decision of the arbitrator will be submitted to the School Committee and to the Associations and will be final and binding.
- e. The fees of the American Arbitration Association and of the arbitrator and the expenses of any required hearing shall be shared equally by the Committee and the Association, but each party shall bear the expenses of its representative, participants, witnesses, and for the preparation and representation of its own case including any transcript requested by that party.
- f. The parties may, by mutual agreement, submit more than one pending grievance to the same arbitrator.

Section F. RESOLUTION OF FORMAL GRIEVANCES

Any resolution of a formal grievance shall be forwarded in writing by the Principal, or Superintendent, or School Committee to the Chairperson of the Professional Rights and Responsibilities Committee of the Association.

ARTICLE 4 - WORK CONDITIONS

Section A. WORKDAY AND WORK YEAR HOURS

1. The regular workday for paraprofessionals, other than specialist paraprofessionals and kindergarten paraprofessionals, will be no more than seven(7) hours per day. The regular workday for specialist and kindergarten paraprofessionals will be no more than seven (7) hours and twenty (20) minutes per day. Specialist and kindergarten paraprofessionals will arrive twenty (20) minutes before the scheduled time for bus arrival for the purposes of training, planning, and coordinating with the classroom teacher.

The length of the school day/hours for students is as follows:

High School: 7:50 - 2:26

Middle School 7:40 - 2:00

**Elementary Schools: Early Opening School: 8:20 - 2:30
Late Opening School: 8:50 - 3:00**

**Preschool Early Opening School: 8:00 - 2:30
Late Opening School: 8:30 - 3:00**

2. The normal work year for paraprofessionals shall be **a total of 183 days. Two (2) days will occur prior to school being in session and one full PD day will occur during the school year. The second half of the first full PD before school is in session will be used for collaboration with the paraprofessional's assigned teacher.** A workday shall be defined as the hours a paraprofessional is scheduled to work.

3. **The length of the student day on days other than Wednesday professional development days, scheduled one-half days, and early release days shall be as follows: On nine (9) Wednesdays, one each in the months September through May, that are designated by the Superintendent, students at all schools will be dismissed one hundred and eighty (180) minutes earlier than the standard dismissal time for the applicable school, while paraprofessionals will remain at their schools until the normal end of their work day. Those one hundred and eighty (180) minutes will be used for professional development activities. Of the nine(9) professional development early release Wednesdays, four (4) of these days will be set aside for individual self-directed professional development. The nine (9) Wednesdays will be referred to as "Wednesday professional development days."**

4. **While it is recognized that the length of the student day is a prerogative of the Committee, it is the present intention to retain the above starting and dismissal times for**

this school year unless conditions otherwise necessitate. Prior to the institution of any change in the schedule of the student hours, the Superintendent will notify the President of the Lynnfield Teachers Association of the reasons and the need therefore, as well as the anticipated length of the change.

5. It is recognized that all presently existing workday hours and work years may be altered by the Committees after impact negotiations with the Association.

6. If school is dismissed early at any building for emergency reasons, the paraprofessionals assigned to that building will be allowed to leave the workplace (without loss of pay) at the time that students and faculty in that building are dismissed. In case of a delayed opening or an early dismissal, paraprofessionals will be paid for their normal workday.

7. If a paraprofessional is required to attend after school activities to support student(s) in his/her assignment s/he will be paid for all hours worked.

8. If a paraprofessional is required to serve as a substitute teacher for a full school day, he/she/they will be compensated **\$120** for that day, in addition to their daily rate.

Section B. LAYOFF

1. In the event the Committee determines to reduce the number of paraprofessionals in the unit by layoff during the term of this Agreement, the order of layoff shall be the reverse order of seniority:

2. For the purpose of this Article, seniority shall be defined as total continuous years employed as a paraprofessional for 30 hours per week or more in the Lynnfield School System.

3. A paraprofessional laid off under this Article shall be considered for recall for a period of two years from the effective date of layoff to the position he/she previously performed in the Lynnfield School System or to a substantially similar position.

Section C. PROBATION

The first six months of continuous service by a paraprofessional shall constitute such employee's probationary period, during which time the employee can be terminated without recourse to the grievance and arbitration provisions of this Agreement.

Paraprofessionals who completed the probationary period shall be reprimanded, suspended or dismissed for just cause.

Section D. All persons covered by this Agreement will have the option of being paid in 21 or 26 equal installments. Paraprofessionals who elect to be paid in 26 installments shall be paid for the final (5) installments on the last scheduled payday of the school year

Section E. RETIREMENT NOTIFICATION

As stated in Article 5 LEAVES, BUY BACK SICK LEAVE, an eligible employee must notify the Superintendent six (6) months prior to the date of his/her retirement of his/her intent to retire. The notice of intent to retire is final unless the employee rescinds the notice within three (3) months of notifying the superintendent.

Section F. ONBOARDING AND MENTORING

A Joint Labor Management Committee (JLMC) will be established to review and make recommendations for changes to the Paraprofessional onboarding process over the course of this contract. This committee shall consist of up to three (3) members selected by the Superintendent of schools and up to three (3) members selected by the Lynnfield Teachers Association.

ARTICLE 5 - LEAVES

Section A. Except as more specifically provided below requests for leaves of absence without pay for a period of up to one year, with the possibility of a one-year extension may be granted at the discretion of the Committee to paraprofessionals in the Lynnfield Public Schools for the following reasons:

- a. approved study;
- b. illness in the immediate family or household;
- c. full-time service for or in the armed forces of the United States or services with a governmental agency in a capacity related to his/her endeavor;
- d. health (a member's personal health because of continuing illness or effects of an accident which extends beyond the period of sick leave) available to him/her;
- e. childcare leave : such leave shall continue until the beginning of the following school year, or to the beginning of the second school year following the school year in which the leave was granted should the pregnancy terminate after June 30, provided that the Committee has the discretion to extend childcare leave for a maximum of one year, it being understood that no further extensions shall be granted. Should an appropriate opening occur during the school year, the Superintendent shall advise persons on a childcare leave of their eligibility to work at that time.

In all cases involving leaves granted pursuant to d. and e. above, the appropriate medical evidence of fitness will be required prior to return from such leave.

A paraprofessional on childcare leave must notify the Superintendent in writing on or before February 1 of her intention to return the following September;

f. other leaves as may be approved by the Committee.

Approved leaves shall be for a mutually agreed upon time and can be extended with the Superintendent's permission.

A paraprofessional returning from leaves of absence for any of the above reasons, with the exception of health, childcare, and other leave shall be placed on the step of the salary scale s/he would have attained if remaining in the school system. Also, if possible, on return from a leave of absence a paraprofessional will be assigned to the same position s/he held at the time said leave commenced, if available, or if not, to the most substantially equivalent position that is then available.

Section B

1. Upon receipt of at least two (2) weeks written notice of a paraprofessional's anticipated date of departure and intention to return, the Committee shall grant a leave of absence for parental leave for up to eight (8) weeks in accordance with the provisions of Massachusetts General Laws Chapter 149, section 105D. Except to the extent covered by sick leave as set forth below, said leave will be without pay. A paraprofessional who is pregnant and is physically unable to work due to disability connected to pregnancy or childbirth may use accumulated sick leave to cover the days the paraprofessional is disabled and unable to work. The Committee may require a paraprofessional to submit medical evidence verifying the disability.

2. Child Rearing Leave – In the event a paraprofessional desires a leave longer than eight (8) weeks provided by statute, the procedure set forth in Section A1e and A1f shall be followed.

Section C. LEAVES WITH PAY

Parental Leave. All members who have been employed by the school district for at least three months are eligible for parental leave for the birth or adoption of a child provided they give forty-five (45) days notice, unless medical necessity prevents such notice.

Massachusetts law requires employers with six or more employees to provide eight weeks of unpaid leave for the purpose of giving birth or for the placement of a child under the age of 18 (or under the age of 23 if the child is mentally or physically disabled) for adoption. Members who are eligible for time under FMLA may receive a total of twelve weeks. Below outlines how members may be paid for this leave time.

1. Leave must be taken continuously and shall begin within twelve (12) months of the date of birth or of placement for adoption.

2. Members who have been employed by the District between three months and one year may use their accrued personal sick leave for any parental leave they are entitled to by state and federal statute.

3. For Members who have been employed for one year or more:

- a. All eligible members shall receive up to six (6) consecutive weeks of paid Parental Leave, not deducted from sick time.**
- b. All eligible members may use up to six (6) additional weeks of consecutive accrued personal sick leave for the remainder of the total twelve weeks without providing medical documentation of continuing disability.**

4. If both parents are employees of the District, both members will be entitled to the full parental leave per this article.

5. When calculating the twelve-week period under this section of the contract, the full December, February, and April vacation weeks and the summer vacation period will not count towards the twelve weeks and the clock will toll during those periods. This does not include weeks where there is a weekday holiday (i.e. Thanksgiving week, Veteran's Day, Memorial Day, etc.). Those weeks shall count as full weeks per this policy. This provision mirrors the federal FMLA process.

6. The provision is prorated for less than full time employees according to their FTE.

The District does not currently participate in the Paid Family and Medical Leave (PFML) coverage offered by the state. Should the District vote to approve M.G.L. c. 175M (Paid Family Leave); the parties agree that this provision shall be null and void and agree to negotiate this section of the contract consistent with the benefits available under the paid parental leave law.

Parental leave will run concurrently with FMLA leave and all other statutory leaves if the employee is eligible for such leave.

Employees will not report for work on no-school days due to district cancellation and will be paid for these days.

INSURANCE

Employees will be eligible to participate in any group life and/or health insurance plan offered by the Town of Lynnfield. Those who elect to participate will receive the premium contribution established by the Town.

SICK LEAVE

1. Paraprofessionals will be allowed sick leave with pay not to exceed **fifteen (15)** days per school year. Sick leave not used in any year may be accumulated. Sick leave may be accumulated up to a maximum of 230 days. One-half of any days accumulated beyond 230 days, rounded upward to the next full day, shall be credited for the sole purpose of use in connection with the provisions of the Buy-Back Sick Leave provision of this Agreement.
2. Loss of time directly attributable to an injury incurred while performing assigned duties shall not be charged to sick leave.
3. The amount of payment shall equal a normal day's pay.
4. The Superintendent of Schools may require a certificate from a registered physician in cases of illness or accident which certificate shall state the cause of absence, and that in the opinion of the physician, absence from duty was necessary. Such certificate shall be submitted in all absences in excess of 5 days.
5. A paraprofessional will be entitled to use up to **ten (10)** days of sick leave each year for emergency care of sick children, parents, and spouses or to make arrangements for their emergency care.

BUY-BACK SICK LEAVE

After ten years of service in the Lynnfield School System, upon death, ~~or~~ retirement any paraprofessional may obtain a lump sum payment for accumulated sick leave.

As stated in Article 4, Work Conditions, Section E Retirement Notification, an eligible employee will notify the Superintendent six (6) months before his/her intent to retire. At the date of retirement, all accumulated sick leave shall be eliminated from the paraprofessional's record, and in lieu thereof, the individual shall receive a lump sum payment on his/her retirement date in the amount of \$25.00 for each sick day surrendered.

The Notice of termination of employment at his/her retirement date is final.

SICK LEAVE BANK

A Sick Leave Bank has been established for use by eligible members whose sick leave accumulation is exhausted through prolonged illness and who require additional leave to make full recovery from an extended illness.

1. A Sick Leave Bank will be administered by the Control Board consisting of:
 - a. Two representatives designated by the Lynnfield Teachers Association.
 - b. Two representatives designated by the Committee.

2. To initially join the Sick Bank, a member must have at least three years of employment with the Lynnfield Public Schools and must have accumulated at least 20 sick leave days prior to the beginning of the school year.

3. Membership shall continue from year to year unless a member chooses, in writing, to withdraw from the Sick Bank prior to the end of the first four weeks after the first day of any school year.

4. Each paraprofessional joining the Bank for the first time shall donate one day from his/her sick leave to the Sick Bank. Whenever the number of days in the Sick Bank is reduced to less than one hundred (100) days, each member shall be required to contribute an additional day.

5. If a member's sick leave has been exhausted, he/she may apply for permission to draw on the Sick Bank.

6. Any sick leave granted to an employee, under the provisions of this Article shall expire at the end of the school year. Unused sick bank days shall be carried over from year to year. The maximum number of days in the Sick Bank shall not exceed three hundred (300) days.

7. The initial grant of sick leave by the Control Board shall not exceed thirty (30) days. Upon completion of the thirty-day period, additional entitlement may be extended by the Control Board upon demonstration of need by the applicant.

8. Subject to the foregoing requirements, the Sick Leave Bank Control Board will determine the eligibility for use of the Bank and the amount of leave to be granted. The following general criteria shall be considered by the Board in administering the Bank and determining the amount of the leave.

- a. Any supportive medical information, other than that from the member's own doctor, which may be required by the Control Board
- b. Prior utilization of eligible sick leave
- c. Length of service in the Lynnfield Public School System

The application shall be made in writing.

The decision of the Control Board with respect to eligibility and entitlement shall be final and binding and not subject to an appeal or to grievance and arbitration as set forth in Article 3.

9. All members' absentee records will be made available to the Control Board upon request.

10. Upon return from extended sick leave during which benefits were received through the Sick Bank, the recipient shall, **upon her/his return to regular work**

duties, receive three (3) sick leave days from the bank to be used in the event of illness during the remainder of the school year. All days not used will be returned to the bank on the last day of school. A new accumulation of individual sick leave in accordance with the provisions of the applicable collective bargaining agreement will commence during the subsequent school year on the same basis as other members.

BEREAVEMENT LEAVE

a. In the event of the death of an employee's immediate family, the employee shall be entitled to leave with pay for up to six (6) school days beginning with the time of death. An immediate family is defined as: parent, spouse, child, sibling, in-law, member of paraprofessional's household listed in the annual census in the city or town in which they reside or other relationship determined by the Superintendent of Schools, such as a person who served as 'loco parentis.'

b. In the event of the death of an employee's or spouse's grandparent, employee's aunt, uncle, niece, nephew or first cousin the employee shall be entitled to leave with pay for up to (3) three days beginning with the time of death without salary deduction.

c. The superintendent may use discretion to grant additional leave or allow those days be taken non-consecutively upon request. In the event of the death of others not listed above, the Superintendent may use discretion to grant leave, if it is believed there are special circumstances that exist upon employee request.

PERSONAL LEAVE

1. An employee may be granted time off, which will be paid at the employee's normal rate, to conduct personal business at the discretion of the Superintendent of Schools, but no more than **three (3)** days in any one school year. These days will not be accumulative.

2. An employee may transfer one unused personal day into the employee's accrued sick leave at the end of each year.

LONGEVITY BONUSES

1. Paraprofessionals will receive the following additional compensation for continuous service in the Lynnfield Public Schools:

	SY25-26	SY26-27	SY27-28
7 years	\$550	\$600	\$650
10 years	\$800	\$850	\$900
15 years	\$950	\$1,000	\$1,050
20 years	\$1,200	\$1,250	\$1,300
25 years	\$1,450	\$1,500	\$1,550

2. Leave of absence would not break the service although no credit would be given for the absence.

3. The above payments for continuous service will be paid in a lump sum on December 1 of each year or on the immediately preceding payday. Payment will be based upon the number of years of continuous service that an employee had completed as of the preceding October 1.

PROFESSIONAL DEVELOPMENT

1. All paraprofessionals will be required to attend professional development, including the first full professional development day before school is in session, on the same dates and time that teachers attend District-provided professional development. This includes both full professional development days and professional development held on early release days. Such professional development will be at the direction of the building principal and/or Director of Student Services and may not be the same as the professional development offered to teachers. Paraprofessionals will be paid their hourly rate for attending these professional development sessions.

2. Paraprofessionals may submit for tuition reimbursement for courses taken related to their job offered by the Salem State Collaborative or Lynnfield Community Schools. Courses from other institutions will be decided on a case by case basis. The course shall be approved in advance by the paraprofessional's immediate supervisor. The application for tuition reimbursement will be submitted by April 1. A copy of the bill for tuition and the transcripts of the course taken will be submitted to the Superintendent when the course is completed.

COURT APPEARANCE

Compliance with the requirements of a court. No deduction of salary shall be made where a person actually attends court under any subpoena as a witness in a case to which he/she is not a party.

QUARANTINE

Quarantine established by the local Commissioner of Public Health. No deductions of salary shall be made for absence due to quarantine established by the Commissioner of Public Health. In all such cases, the notice of quarantine served by the Commissioner of Public Health must be submitted with the application for exemption, and satisfactory proof of the beginning and closing of the quarantine period must be furnished.

JURY DUTY

Paraprofessionals required to perform jury duty in Middlesex County (or in any other county in which jury duty may be required) shall receive leave with pay for the duration of such duty. Compensation shall be the difference between jury duty pay, exclusive of mileage

reimbursement, and the paraprofessional's regular pay, including all or any part of the compensation for stipendiary positions held at the time of such jury duty.

UNUSUAL CIRCUMSTANCES

The Superintendent, with the approval of the School Committee, may exempt paraprofessionals from salary deductions for situations involving unusual circumstances.

ARTICLE 6 - TRANSFERS AND VACANCIES

Section A. INVOLUNTARY TRANSFER

In cases of an involuntary transfer, the paraprofessional involved and the union will be entitled to meet with the Superintendent or designee to discuss the implications of the transfer and the preferences in that regard.

Section B. VACANCIES

1. All vacancies shall be posted on the District's website within ten (10) calendar days of the establishing of the vacant position and a copy of the notice shall be sent to the Association.
2. A paraprofessional who is denied an opportunity to fill a vacancy as described above shall be given a written explanation, if requested, with a copy to the Association, of the reasons for the denial.

Section C. FILLING VACANCIES AND TRANSFERS

The filling of such vacancies, as well as permanent and temporary transfers, shall be based upon the Committee's judgment as to what will serve the best interest of the Lynnfield Public Schools.

ARTICLE 7- SALARIES

The paraprofessionals' salary schedule for the school year is set forth in Appendix A of this Agreement. The payment of salaries will be through direct deposit.

ARTICLE 8 - DEDUCTIONS

Section A. DUES

In accordance with the provisions of the General Laws, the Committee agrees to deduct from the salaries of its employees, dues for the Lynnfield Teachers Association (LTA Unit C, MTA, NEA)

as said employees individually and voluntarily authorize the Committee to deduct and to transmit the money promptly to the Lynnfield Teachers' Association. Employee authorization will be in writing.

The form and format will be mutually agreed upon by the Superintendent and the Treasurer of the Lynnfield Teachers' Association.

Section B. CREDIT UNION

The School Committee agrees to deduct from the salaries of its employees' payment to credit unions, to tax-sheltered annuities, and to United States Savings Bonds. Enrollment periods for such deductions shall be established on a semi-annual basis.

ARTICLE 9 - GENERAL PROVISIONS

Section A. There will be no reprisals of any kind taken against any paraprofessional by reason of membership in the Association or participation in its activities.

Section B. Preparations for negotiations: investigations of grievances and participation in grievance meetings or hearings shall not be allowed during regular school hours without approval by the Superintendent of Schools.

Section C. This Agreement will be posted on the District's website.

Section D. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed void and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

Section E. This Agreement includes all of the agreements reached by the parties respecting matters pertaining to the wages, hours, and other conditions of employment of employees which either the Committee or the Association proposed as the subject of negotiation. During the term of this Agreement, neither party shall be required to negotiate concerning any matter affecting wages, hours, and other conditions of employment whether or not such matter is covered by this Agreement.

Section F. The parties agree that the Committee is a public body established under and with powers provided by the statutes of the Commonwealth of Massachusetts and nothing in this Agreement shall be deemed to derogate from or impair any power, right, or duty conferred upon the Committee by statute or any rule or regulation of any agency of the Commonwealth. As to every matter not specifically mentioned or provided for in this Agreement, the Committee retains all the powers, rights, and duties that it has by law and may exercise the same at its discretion without any such exercise being made the subject of a grievance or arbitration proceeding hereunder.

Section G. The Association agrees that it will not cause, condone, sanction, induce or take part in any strike, walkout, slow-down, work stoppage or withholding of services by employees of the Committee.

Section H. Participation at a program offered to other school personnel will be offered to a paraprofessional if the Superintendent determines that the program is relevant to the job of that paraprofessional.

Section I. JUST CAUSE: A paraprofessional may be disciplined or terminated for just cause. However, no paraprofessional will be terminated or reduced in rank or compensation without being given the reasons, in writing, for such action nor without being given the opportunity of discussing the same with the Superintendent, upon request. This discussion will take place before such action is taken by the Superintendent or the respective Building Principal.

ARTICLE 10 - EVALUATION

Section A. Paraprofessional evaluations will be completed on or before June 1st by the building principal in consultation with the lead teacher, using the following [Paraprofessional Evaluation Tool](#).

- **A Joint Labor Management Committee (JLMC) will be established to review and if necessary make recommendations for changes to the Paraprofessional Evaluation process. This committee shall consist of up to five (5) members selected by the Superintendent of schools and up to five (5) members selected by the Lynnfield Teachers Association.**

ARTICLE 11 - DURATION

This agreement will be effective as of July 1, **2025**, and will continue and remain in full force and effect until June 30, **2028**, and for successive yearly periods unless either party notifies the other by written notice prior to **December 1, 2027** (or any subsequent **December 1** during the term of this Agreement) of its desire to reopen this Agreement and to negotiate over the terms of a successor agreement. If such notice is given, the parties shall enter into negotiations for a successor agreement to take effect the following July 1.

APPENDIX A SALARY SCHEDULE

For the 2025-2026 school year, add an additional \$5/hr for steps 1-4. After 90 days, an additional \$0.50/hr will be added to step 4.

Increase salaries by 3% for each of the 2026-2028 school years.

All members currently serving as paraprofessionals in the NECC Program will be placed on Step 4 of the Specialist Paraprofessional scale.

Days 1-90	2025-2026	2026-2027	2027-2028
Steps	Generalist +\$5/hr	3%	3%
1	\$23.03	\$23.72	\$24.43
2	\$23.87	\$24.59	\$25.32
3	\$24.58	\$25.32	\$26.08
4	\$25.32	\$26.08	\$26.86
Days >90	2025-2026	2026-2027	2027-2028
Steps	Generalist +\$5/hr, step 4 + \$0.50/hr	3%	3%
1	\$23.03	\$23.72	\$24.43
2	\$23.87	\$24.59	\$25.32
3	\$24.58	\$25.32	\$26.08
4	\$25.82	\$26.59	\$27.39
Days1-90	2025-2026	2026-2027	2027-2028
Steps	Specialist +\$5/hr	3%	3%
1	\$25.67	\$26.44	\$27.23
2	\$26.75	\$27.55	\$28.38
3	\$27.85	\$28.69	\$29.55
4	\$28.93	\$29.80	\$30.69
Days >90	2025-2026	2026-2027	2027-2028
Steps	Specialist +\$5/hr, step 4 + \$0.50/hr	3%	3%
1	\$25.67	\$26.44	\$27.23
2	\$26.75	\$27.55	\$28.38
3	\$27.85	\$28.69	\$29.55
4	\$29.43	\$30.31	\$31.22

IN WITNESS WHEREOF, the parties hereunto set their hands and seals on the dates listed below.

LYNNFIELD SCHOOL COMMITTEE

Date: 8/14/2025

LYNNFIELD TEACHERS' ASSOCIATION

Nicole Hawes

Date: 8/10/2025