



COLLECTIVE BARGAINING AGREEMENT

BETWEEN

WHITMAN-HANSON REGIONAL SCHOOL COMMITTEE

AND

WHITMAN-HANSON EDUCATION ASSOCIATION

**UNIT D
PARAPROFESSIONALS**

**CONTRACT PERIOD
JULY 1, 2018 TO JUNE 30, 2021**

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AGREEMENT

THIS AGREEMENT entered into on July 1, 2018, between the Whitman-Hanson Regional School Committee, hereinafter referred to as the Committee, and the Whitman-Hanson Education Association, hereinafter referred to as the Association, the agent of certain Professional Employees employed by the Committee, is effective from July 1, 2018 to June 30, 2021.

ARTICLE ONE - RECOGNITION

PARAGRAPH 10. Except when otherwise specifically provided, references in this Agreement to numbered Articles and Paragraphs refer to correspondingly numbered Articles and Paragraphs in this Agreement. The terms: *employee, aide, instructional and non-instructional teaching assistant, special education non-instructional clerical assistant, library assistant, tutor, ESL tutor, and paraprofessional* may be applied interchangeably in this Agreement.

PARAGRAPH 11. Subject to the terms and provisions of Chapter 150E of the General Laws of the Commonwealth of Massachusetts, the Committee, during the term of and to the extent provided in this Agreement, recognizes the Association as the exclusive bargaining representative with respect to salaries, hours and conditions of employment in the bargaining unit consisting of all regular full-time and part-time instructional and non-instructional teaching assistants, but excluding all other employees of the Committee.

PARAGRAPH 12. The Committee and the Association agree that the provisions of this Agreement shall be applied without regard to race, color, religious creed, age, sex, national origin, handicap/disability, sexual orientation or marital status, and that they will not during the term of this Agreement nor at any other time directly or indirectly or in any manner whatsoever apply or attempt to apply any discipline, discrimination, penalty or reprisal against any instructional, and non-instructional teaching assistant who engages or refrains from engaging in lawful Association activities.

PARAGRAPH 13. The Association enters into this Agreement on its own behalf and as the collective bargaining representative of the employees in the bargaining unit as provided in Paragraph 10.

The provisions of this Article are intended only to describe the instructional and non-instructional teaching assistants covered by this Agreement and not any particular work and all references to an instructional and non-instructional teaching assistant in this Agreement shall be deemed to include male and female employees as the case may be.

ARTICLE TWO - MANAGEMENT RIGHTS

Section A – Authority of District/Superintendent

Subject only to the express provisions of this Agreement and the applicable provisions of law concerning the sharing of authority and responsibility between the Superintendent and the District, the right and responsibility to operate, manage and control the public schools and the educational activities within the District and the right to direct and control the work of the employees and the use of its properties and facilities are vested exclusively in the Superintendent and/or the District.

Section B – Listing of Rights

These rights, whether exercised or not, include without being limited to all the rights and powers given to the Superintendent and District by law, the right to select, employ, train, assign, transfer, promote and direct the work of the professional employees and to periodically evaluate and determine their qualifications; to organize the supervisory staff and the professional employees and to establish, change, and discontinue improved and experimental methods, facilities, operations, processes, services and techniques; to discipline, suspend or dismiss professional employees in the manner provided by law; to obtain from any source and to contract and subcontract for materials, services, supplies and equipment; to establish and change any form of employee benefit in excess of or in addition to those provided in this Agreement; to establish, modify and enforce policies and regulations regarding studies, curriculum, conduct, library and reference facilities, textbooks, discipline, schedules and safety regulations; to control, direct and change facilities and services for the use or benefit of all employees and all other rights pertaining to change of conditions of employment not specifically given in this Agreement to the Association or to the professional employees provided, however, that none of these rights shall be exercised by the Superintendent and/or the District contrary to any express provision of this Agreement.

Section C – Exercise of Rights

The failure by the Superintendent and/or the District to exercise any of the rights as provided in this Article shall not be construed as a waiver of these rights. The exercise by the Superintendent and/or District of any of the rights as provided in this Article shall not be subject to the grievance procedure or to arbitration as provided in Article 3. Except as otherwise specifically provided in this Agreement and except when the Association is notified otherwise, in writing, the District designates the Superintendent as the agent of the District with respect to all matters pertaining to the administration of the provisions of this Agreement.

ARTICLE THREE - GRIEVANCE PROCEDURE

Section A - Purpose

The purpose of the grievance procedure is to produce prompt and equitable solutions to those problems which from time to time may arise and affect conditions of employment of the employees covered by this Agreement. The grievance procedure is the exclusive method for the adjustment, processing and settlement of a grievance. The District and the Association desire that such procedures shall be as informal as may be appropriate for the grievance involved at the procedural level involved.

The parties to this Agreement agree to observe and follow the procedure prescribed in this Article and any determination or decision which is made in accordance with said procedure shall be binding upon the parties to the Agreement.

Section B - Definitions

1. A “grievance” is defined as a claim or a dispute between the Administration and/or the District and a professional employee, group or class of employees or the Association which involves the interpretation, application of or compliance with the provisions of this Agreement or any amendment or supplement thereto.
2. A “grievant” may be an individual employee, a group or class of employees, or the Association.
3. “Days” shall mean employee work days except during summer recess, when “days” shall mean when the Central Administration Office is open.
4. “Association” shall mean the Whitman-Hanson Education Association.

Section C –Time Limits

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, and every effort should be made to expedite the process. The time limits specified, however, may be extended by mutual agreement. Any extension shall be agreed to in writing.
2. A grievance which is not presented by an employee to the Principal within ten (10) days after the occurrence or the date of first knowledge of the occurrence of the grievance, whichever is later, shall be deemed to have been waived.
3. A grievance which involves a group or class of employees or the Association or which results from the action of the Superintendent or the District may be initiated at Step Two within ten (10) days after the occurrence or the date of first knowledge of the occurrence of the grievance, whichever is later.
5. Failure on the part of the District or its representatives to respond to a grievance within the time limits specified below shall mean that the grievance may be taken to the next level.

Section D – Procedure

1. A grievant may be represented at all stages of the grievance procedure by the Whitman-Hanson Education Association. An employee may present a grievance to the employer and have such grievance heard without intervention by the Association, provided that the Association is afforded the opportunity to be present at such meetings and that any adjustment made shall not be inconsistent with the terms of the agreement then in effect between the employer and the Association.

2. Levels of the Procedure

Level One: The grievance shall be filed by the grievant, in writing, with the Principal, and

thereafter there shall be a prompt meeting with the grievant on the grievance. The written grievance shall state the available facts concerning the alleged grievance, the provisions or provisions of the Agreement allegedly violated and the relief desired.

The Principal shall advise the grievant and the Association, in writing, of the decision concerning the grievance within ten (10) days after the grievance was first presented. In the event of the absence of the Principal, an Assistant Principal shall act on behalf of the Principal, provided, however, that said substitute shall have full authority to resolve the grievance at this level.

Level Two: In the event that a grievance is not settled at Level One, the grievant or the Association may, within ten (10) days after the date of the decision at Level One, submit the grievance, in writing, to the Superintendent of Schools.

Within ten (10) days after receipt of the written grievance, a meeting will be held between the grievant and the Superintendent. Within ten (10) days after the conclusion of this meeting, the Superintendent shall advise the grievant and the Association in writing of his/her decision concerning the grievance. In the event of the absence of the Superintendent, his/her designee shall act on his/her behalf and have the authority to resolve the grievance at this level.

Level Three: In the event that the Level 2 decision is not satisfactory, the grievant or the Association may, within ten (10) days after the date of said decision, forward the grievance to the District School Committee. In the event the Committee determines that the grievance is not within its jurisdiction, it shall within 10 days of receipt of the grievance so notify the Association and the Association may then proceed to arbitration in accordance with Level Four.

Within ten (10) days after the receipt of the grievance, no less than three (3) members of the District will meet with the grievant. The District shall, within ten (10) days after the conclusion of the meeting, advise the grievant and the Association, in writing, of its decision concerning the grievance.

Level Four: If the grievance has not been resolved at Level Three to the satisfaction of the Association, the Association may submit the grievance to binding arbitration by sending written notice of submission to arbitration to the District within ten (10) days after receipt of the Level Three response.

Within ten (10) days after such written notice of submission to arbitration, the District and the Association will agree upon a mutually acceptable arbitrator. Said arbitrator will be bound by the Voluntary Rules of the American Arbitration Association. If the parties are unable to agree upon an arbitrator, the Association may submit the grievance to the American Arbitration Association for disposition in accordance with their rules.

The arbitrator's decision will be final, conclusively binding and in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issues. The arbitrator will be without power or authority to make any decision which adds to, subtracts from or modifies the terms of this Agreement.

The arbitrator may not award back pay or any other form of compensation beginning earlier than twenty (20) days prior to the filing of the written grievance at Level One. The arbitrator shall have the authority to award compensatory and other damages.

The arbitrator's written award will be submitted to the parties within thirty (30) days after the final submissions.

The cost for the services of the arbitrator, including per diem expenses, if any, will be borne equally by the District and the Association.

Section E – General Provisions

1. The District will, upon request, provide the Association with any available information which is neither confidential nor privileged under law which may be necessary for the Association to process grievances.

2. When it is necessary for a representative of the PR& R Committee or other representative designated by the Association to investigate a grievance or attend a grievance meeting during a school day, the Chairperson of the PR&R Committee will notify his/her supervisor and the Superintendent and the employee will be released without loss of pay as necessary in order to permit participation in the foregoing activities, provided the release is not detrimental to the educational program. Any professional employee whose appearance in such investigations, meetings or hearings as a witness is necessary will be accorded the same right. The Association agrees that these rights will not be abused. However, Association business should generally occur outside the school day.

ARTICLE FOUR - SALARIES

PARAGRAPH 40. The salaries of the instructional and non-instructional teaching assistants are found in Appendix A. Positions funded by federal funds will be maintained only to the extent federal funds are available to pay for these positions.

PARAGRAPH 41. An instructional and non-instructional teaching assistant who is required to work in addition to the work periods as provided in Article Five shall be paid in addition to his/her annual salary as provided in this Article a daily compensation rate of his/her annual salary not including supplementary compensation for extra-curricular activities.

PARAGRAPH 42. Annual salary for instructional and non-instructional teaching assistants will be divided in twenty-two (22) pay periods and twenty-two (22) bi-weekly checks. The Salary Schedule increase is detailed in Appendix A.

2018-2019: 2%

2019-2020: \$.15/hour + 2%

2020-2021: \$.15/hour + 2%

PARAGRAPH 43. If asked to substitute for an assigned teacher, and if the paraprofessional agrees to the assignment, the paraprofessional will be paid per period at the secondary level or per hour or portion thereof at the elementary level at a maximum amount for each full day of coverage in addition to their regular daily wage. The district will work to ensure that coverage distribution is equal as possible between paraprofessionals and recognizes that paras will not be used as general substitutes unless for SPED purposes so it does not impact the delivery of services to the student. The rates are listed below.

Year 1: \$7.00 per period (secondary level) or \$7.00 per hour or portion thereof at (elementary), or maximum of \$42.00 for each full day of coverage in addition to their regular daily wage

Year 2: \$7.50 per period (secondary level) or \$7.50 per hour or portion thereof at (elementary), or maximum of \$45.00 for each full day of coverage in addition to their regular daily wage

Year 3: \$8.00 per period (secondary level) or \$8.00 per hour or portion thereof at (elementary), or maximum of \$48.00 for each full day of coverage in addition to their regular daily wage

\$6.25 for 15 minute in classroom prior to school starting at the high school

ARTICLE FIVE - HOURS/LOAD

PARAGRAPH 50. The Superintendent will establish the assistants' workday generally to coincide with the student day. Exceptions to this can be made after consultation with the Building Principal or other administrators and the WHEA. The Superintendent will establish the number of hours during any work day. Paraprofessionals will be given a duty free lunch period the same duration as the students' lunch in each particular school. Compensation for any hours of work exceeding regularly scheduled work hours will not be paid unless these hours are approved in advance by the Superintendent or his/her designee or in an emergency situation where the assistant must remain with a child beyond normal working hours. Paraprofessionals will remain at school on early release days and will attend professional development relevant to their duties. For the duration of this contract, Unit D instructional paraprofessionals will attend the Annual School Opening two days prior to the arrival of students to participate in the District Opening, professional development and building related activities and preparation. The first day will be a paid day and the Instructional Paraprofessionals will be compensated for 185 days that includes holiday pay as well as the Opening Day paid professional day. Instructional Paraprofessionals will be allowed to leave with students on two early release days, exclusive of professional development days. Non-Instructional paraprofessionals will be compensated for

184 days and do not report until the students first day of school.

Personnel will work at their assigned tasks for at least the length of the student's day for the school to which the assistant is assigned. It is recognized, however, that proper performance of their duties may, on occasion, require these persons to work longer than the student day including all early release days which shall be used for instructional professional development.

Please note: If a paraprofessional is assigned as a 1:1 aide and the student leaves by graduation, transfer or removal, the paraprofessional will retain employment based on available paraprofessional positions. Should there be no available positions open, the paraprofessional would have the opportunity to replace the least senior paraprofessional; if multiple positions are open, the paraprofessional may apply to any of which one will be assigned.

PARAGRAPH 51. Employees will not be required to perform work-related duties outside of the paid workday without due compensation.

ARTICLE SIX - EMPLOYMENT

PARAGRAPH 60. On a case by case basis, as determined by the Committee, employees will be reimbursed for damage to, or loss of, personal property which occurs in the course of and as a result of their employment. Reimbursement hereunder shall not exceed \$100.00 and will be granted only where both the amount of damage and the actual record of such damages are verified by receipt, work order, or other verification acceptable to the Committee.

PARAGRAPH 61. Employees will not be required to drive students to activities which take place away from the school building.

ARTICLE SEVEN - ASSIGNMENTS

PARAGRAPH 70. An instructional and non-instructional teaching assistant, other than a newly appointed assistant, will be notified as soon as possible (but no later than August 15) of any change in the assistants' program. Changes in subject assignment and scheduling may be made with two weeks' notice or immediately in the event of an emergency as determined by the Superintendent.

PARAGRAPH 71. In making changes in grade assignment in the elementary schools and in subject assignments in the middle schools and high school and in transferring assistants from one building to another, the convenience and wishes of the individual employee will be honored to the extent that these do not conflict with the best interests of the District or the students.

PARAGRAPH 72. Teaching and non-teaching instructional assistants who desire a change in building, grade or assignment will file a written statement of such desire with the office of the Superintendent not later than the week prior to end of school. Such statement will include the building, grade and/or assignment to which the instructional assistant desires to be assigned. As soon as practicable, and not later than one (1) week prior to the beginning of school, the Superintendent will notify each assistant of the action taken with regard to his/her request for a

change.

PARAGRAPH 73. Assignments will be made without regard to race, creed, color, religion, national origin, age, sex, sexual orientation, handicap/disability or marital status and the Superintendent and the Association agree that they will not during the term of this Agreement nor at any other time directly or indirectly or in any manner whatsoever apply or attempt to apply any discipline, discrimination, penalty or reprisal against any employee who engages or refrains from engaging, in lawful Association activities.

PARAGRAPH 74. Employees assigned to more than one school in a school day will be reimbursed for inter-school driving at the then applicable rate allowed by the Internal Revenue Service for mileage expenses.

PARAGRAPH 75. A Paraprofessional who has informed the District of his/her intention to retire within a specified period of time (3 years or less) shall not be involuntarily transferred except for just cause.

Notification of all involuntary transfers will be made no later than August 15 of the school year preceding the transfer except in case of emergency.

ARTICLE EIGHT - VACANCIES

PARAGRAPH 80. Notices of all professional vacancies, if to be filled, shall be posted by the Superintendent by e-mail to all staff and on the Whitman-Hanson R.S.D. web site as far in advance of the probable date of appointment as possible. A job description noting: Title, Reporting Relationship, Job Goals, Performance Responsibilities, Qualifications, Terms of Employment and Evaluation shall be included in the notices.

During July and August, all positions including classroom positions shall be posted on the Whitman-Hanson R.S.D website and the Association President will be notified of each posting by e-mail.

PARAGRAPH 81. Assistants will be given the opportunity to apply for an open assistant's position. In appointing an applicant to fill a vacancy as provided in this Article, the Superintendent will give consideration to competence and attainment, the length of employment in the Whitman-Hanson Regional School District and such other factors as the Superintendent considers relevant. An appointment by the Superintendent to fill a vacancy in an assistant position as provided in this Article shall not be subject to grievance or arbitration as provided in Article Three. It is understood that all assistant appointments are annual assignments subject to reappointment by the Superintendent.

ARTICLE NINE - POSITIONS-SUMMER SCHOOL/FEDERAL PROGRAMS

PARAGRAPH 90. All Summer School and Federally-funded Program positions shall be posted in the school. The Superintendent will endeavor to publicize summer school openings not later than

June 10th and instructional and non-instructional teaching assistants selected will be notified as soon as possible. Nothing in this Article or Agreement shall in any way limit or restrict the right of the Committee or of the Superintendent to eliminate, discontinue or terminate a summer school subject or program at any time or to use unpaid volunteers in addition to assistants.

PARAGRAPH 91. Positions in any summer school or under federal programs will, to the extent possible, be filled first by regularly appointed, qualified assistants in the District.

PARAGRAPH 92. In filling such positions, consideration will be given to an assistant's area of competence, major and/or minor field of study, quality of performance, attendance record, and length of service in the District.

ARTICLE TEN - INSTRUCTIONAL AND NON-INSTRUCTIONAL TEACHING ASSISTANT EVALUATION

All Evaluation Instruments are located in the Superintendent's Office. All Evaluation Instruments shall be attached to the Agreement and become effective upon execution thereof. See Evaluation Instrument in APPENDIX B.

PARAGRAPH 100. Evaluations must be completed on or before May 1. Evaluators should seek the opinion of the teacher(s) who work directly with the paraprofessional prior to finalizing the evaluation. Each employee shall receive a copy of her/his evaluation and have an opportunity to discuss the same prior to the report being submitted to the evaluators superior. A meeting with the evaluator to review the evaluation will usually be scheduled within ten (10) workdays of the observation. Following such discussion the employee shall acknowledge that (s)he has received a copy of the evaluation report and that (s)he had discussed said report with the supervisor by affixing his/her signature to the file copy of the report subject to the understanding that the signature does not necessarily indicate agreement. In the event of an unfavorable Evaluation Report, the employee shall have the right to present to the Superintendent a written statement of disagreement which shall be attached to the file copy of the Evaluation Report.

PARAGRAPH 101. In the event that a deficiency or commendation in the performance of an instructional and non-instructional teaching assistant is observed by the administrative staff outside of the formal evaluation process, such deficiency or commendation will be called to the attention of such instructional and non-instructional teaching assistant within two working days.

PARAGRAPH 102. A written complaint against a Paraprofessional to a member of the professional administrative staff will be called to the attention of the Paraprofessional within two working days.

No material derogatory to an employee's conduct, service, character, or personality will be placed in his/her personnel file unless the employee has had the opportunity to review the material. The employee will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed, with the express understanding that

such signature in no way indicates agreement with the content thereof. The employee will also have the right to submit a written answer to such material, and his/her answer shall be attached to the file copy.

In the case of any complaint which gives rise to an investigation received by the Administration, the employee will be notified within two working days of the receipt of the complaint, the source of the complaint and the disposition of the complaint and will be provided with a copy of any complaint made in writing as well as any and all written documents pertaining to the complaint the investigation of the complaint, and the disposition of the complaint.

PARAGRAPH 103. An instructional and non-instructional teaching assistant shall have the right, upon request and at a time mutually convenient to the instructional and non-instructional teaching assistant and to the Superintendent, to review the contents of his/her personnel file except for confidential references and other confidential material received by the Committee at the time of his employment.

The instructional and non-instructional teaching assistant shall acknowledge that he/she has had the opportunity to review the contents of his/her personnel file as provided in this Paragraph by affixing his/her signature to a memorandum to that effect.

An instructional and non-instructional teaching assistant against whom disciplinary measures are taken because of the contents of his/her Evaluation Reports shall have the right to file a grievance. When filed, the grievance shall be processed as provided in Article Three.

PARAGRAPH 104. No assistant shall be discharged, suspended or reprimanded except for cause. Cause shall include, but is not limited to, insubordination, incompetence, lack of funding, conduct unbecoming an employee or incapacity. The provisions of this paragraph do not, however, apply to the annual appointment of an assistant.

PARAGRAPH 105. In the event that a deficiency or commendation in the performance of a Paraprofessional is observed by the administrative staff outside of the formal evaluation process, such deficiency or commendation will be called to the attention of such Paraprofessional within two working days. The administrator shall fulfill this requirement by personal contact with the Paraprofessional involved that may, at this/her discretion and after consideration of the stated purpose for said meeting request the presence of an Association Representative.

Any criticism of an employee by a supervisor, an administrator, or any other agent of the employer shall be made in private and never in the presence of pupils, parents of pupils, other employees or at public gatherings. Critiques made shall be confidential except to the extent required by G. L. c 150E.

Whenever any employee is required to meet with any employer representative concerning any matter (other than a meeting for the purpose of conveying work instructions, the evaluation process, training, classroom observations or needed corrections or where the employer simply wishes to inform the employee about a disciplinary action that has already been made and no information is sought by the employer), which could adversely affect the employee's status, the

employee shall be given notice of the nature of the meeting and shall be entitled to have an association representative present. The notice shall be sufficiently specific to allow the employee to respond to the matters for which the meeting is called. The meeting shall be scheduled at a time mutually convenient for the employer, the employee and the Association Representative.

ARTICLE ELEVEN - FACILITIES

PARAGRAPH 110. It is understood and agreed that the District will provide the following facilities:

1. Space in each classroom for safe storage of personal belongings, instructional materials and supplies;
2. Heated workrooms containing adequate equipment and supplies to aid in the preparation of instructional materials;

PARAGRAPH 111. To the extent feasible in existing buildings and in designing new buildings, the Committee will provide the following facilities:

1. A communication system so that instructional and non-instructional teaching assistants can communicate with the main office from their classroom in the event of emergency;
2. Well-lighted and clean restrooms.

ARTICLE TWELVE - USE OF FACILITIES

PARAGRAPH 120. The Association will have the right to use school buildings without cost at reasonable times for meetings, provided, however, that the Association will be required to pay for any additional custodial costs involved by reason of said meetings. The Superintendent will be notified in advance of the time and place of all such meetings.

PARAGRAPH 121. There will be one (1) bulletin board in the faculty lounge for the purpose of displaying notices, circulars, and other Association material. The Association agrees that it will not post any material which is derogatory to the administration, the Committee or any member thereof, or the District.

PARAGRAPH 122. No instructional and non-instructional teaching assistant will be prevented from wearing pins or other identification of membership in the Association or any other Teacher organization.

ARTICLE THIRTEEN - SICK LEAVE

PARAGRAPH 130. An instructional and non-instructional teaching assistant who is unable to work because of bona fide illness, non-occupational injury, or the serious illness of a member of his/her immediate family (parent, spouse, domestic partner, child, brother, or sister) shall, upon notification to the office of the Superintendent as soon as possible after the beginning of said illness or injury, receive compensation for sick leave up to a maximum of fifteen (15) days exclusive of accumulated sick leave as provided in Paragraph 133 in any single school year.

Notwithstanding the fact that sick leave may be taken in advance of being earned, it is expressly

understood that sick leave is earned on a pro rata basis. Should an instructional and non-instructional teaching assistant use sick leave beyond those days to which he/she is entitled, the appropriate deduction will be made from the final paychecks for that school year.

PARAGRAPH 131. An instructional and non-instructional teaching assistant who is not absent at all from work during a full school year because of illness or non-occupational injury as provided in Paragraph 130 shall be entitled to two (2) days of compensation which shall accrue and be paid in the manner provided in Paragraph 132.

Notwithstanding any other provisions of this Agreement or any other Agreement, only those years of employment with the WHRSC or the PK-12 WHRSC will be considered when determining the benefits available under this paragraph 131.

PARAGRAPH 132. At the time of his/her retirement or resignation, an instructional and non-instructional teaching assistant shall be entitled to two (2) days of compensation at his/her current rate of pay for each full school year of compliance with the provisions of Paragraph 131 provided, however, that in the event of extended illness during his/her employment, all or a portion of the accrued days of leave to which the Employee is entitled in accordance with this Paragraph may, at his/her option and upon written notice to the Superintendent, be used as accumulated days of sick leave pay as provided in this Paragraph. In that event, the number of days of compensation to which the employee is entitled shall be reduced by the number of days which have been used.

Notwithstanding any other provisions of this Agreement or any other Agreement, only those years of employment with the WHRSC or the PK-12 WHRSC will be considered when determining the benefits available under this paragraph 132.

Beginning July 1, 2016, the two (2) days of compensation shall be paid at the end of the school year. Accruals prior to July 1, 2016, will be paid upon retirement or resignation.

PARAGRAPH 133. Sick leave as provided in Paragraph 130 shall apply to an instructional and non-instructional teaching assistant who has completed one (1) school year of employment and shall be cumulative to a maximum accumulation of 190 days provided, however, that the number of accumulated days of sick leave shall be reduced by the number of days of sick leave earned in the manner provided in Paragraphs 131 and 132.

Additions to the amount of cumulative sick leave beginning on September 1, 1999, will be based upon the unused cumulative sick leave on that date and will be computed in accordance with the provisions of Paragraphs 130 and 133.

During the first school year of employment, an instructional and non-instructional teaching assistant shall earn sick leave at the rate of one (1) day of sick pay for each month of employment subject to a maximum of ten (10) days of sick pay during the first school year. This sick leave may be taken in advance provided, however, that should an instructional or non-instructional teaching assistant use sick leave days beyond those to which he/she has become entitled, the appropriate deduction shall be made from his/her final paychecks for that school year.

PARAGRAPH 134. Upon retirement, death or voluntary resignation of an instructional and non-instructional teaching assistant who has completed ten (10) years of service in the District, said instructional and non-instructional teaching assistant or his/her estate will receive one-half (1/2) a day's pay at the rate of compensation which he/she was receiving at the time of his/her retirement, death or voluntary resignation for all unused accumulated sick leave up to sixty (60) days in excess of eighty (80) days. Instructional and non-instructional teaching assistants who are removed for cause are specifically excluded from this particular contract provision.

PARAGRAPH 135. SICK LEAVE BANK. A mandatory sick leave bank will be maintained whereby teachers and instructional and non-instructional teaching assistants who have completed one full year of employment shall deposit one (1) day of the sick leave to which they are entitled into the Sick Leave Bank. Employees who have a protracted illness, and who have exhausted the sick leave to which they are entitled, may apply to draw on the Bank. The operation of the Bank shall be carried out in accordance with the following guidelines:

1. Administration of the Bank
 - a. The Bank shall be administered by a Sick Leave Bank Committee consisting of three (3) members designated by the Association, one of which shall be a member who is not a part of Unit B, and two (2) members designated by the District.
 - b. The decisions of the Sick Leave Bank Committee with respect to eligibility and entitlement shall be by a majority vote of the members and shall be final and binding and not subject to the grievance and arbitration provisions of this Agreement. Any appeal will be limited to an appeal to the Sick Leave Bank Committee itself.
2. Application for Benefits and Criteria for Granting Days
 - a. Application to the Sick Leave Bank Committee for benefits must be in writing and must be accompanied by adequate medical evidence of serious illness.
 - b. Prior utilization of all eligible sick leave will also be part of the criteria in determining eligibility and the amount of leave.
3. Granting of Days
 - a. The number of days requested from the Bank must be specified at the time of the request. It may not exceed thirty (30) days, except in the case of chronic or acute illness of a long term nature, as determined by the sick bank committee. Days granted, but not used, will be returned to the Bank at the end of the school year.
 - b. Any request for an extension of days from the Bank will be reviewed by the Sick Leave Bank Committee and decided by a majority vote of the Committee.
 - c. No days may be withdrawn from the Bank for any reason other than illness.

- d. The number of days granted annually shall not exceed 90 days. Lifetime usage of Sick Leave Bank is limited to 180 days.

4. Funding of the Bank

If the number of days in the Sick Leave Bank drops to below 500 days, each employee shall contribute one (1) additional day of sick leave into the Bank. A maximum of two (2) days per employee per year may be contributed.

ARTICLE FOURTEEN - LEAVES OF ABSENCE-TEMPORARY

PARAGRAPH 140. Instructional and non-instructional teaching assistants will be entitled to the following temporary leaves of absence with pay each school year:

1. **LEAVE-PERSONAL BUSINESS - TWO DAYS:** Notification of the need for a personal business leave shall be submitted by the instructional and non-instructional teaching assistant to the Principal in writing at least two (2) working days before the date requested for the leave. In the case of emergencies, the leave shall be granted without prior notification provided, however, that the instructional and non-instructional teaching assistant so states in writing to the Principal that an emergency condition exists and his/her presence is required to resolve or alleviate the matter. No instructional and non-instructional teaching assistant shall be required to state the reason for taking a personal business leave.

In addition, personal business leave shall not be taken on the last day of school before a vacation, and/or holiday period, the first day after a vacation, a holiday period, and the last day of school for students and/or instructional and non-instructional teaching assistant except at the discretion of the Principal. No such request will be unreasonably denied.

Personal Business Leave not taken in one year shall be accrued to personal leave in the following year up to a maximum of four (4) days.

2. **LEAVE FOR SCHOOL RELATED LEGAL BUSINESS:** Time necessary for appearances in any legal proceeding connected with the instructional and non-instructional teaching assistant's employment or with the District, if the instructional and non-instructional teaching assistant is required by law to attend.

3. **BEREAVEMENT LEAVE:** In the event of the death of an employee's spouse, domestic partner, child, parent, son-in-law, daughter-in-law, father-in-law, mother-in-law, , or sibling, the employee will be allowed up to five (5) days for the purpose of burial arrangements and related services occurring while school is in session. In the event of the death of an employee's grandparent, grandchild, aunt, uncle, niece or nephew, the employee will be allowed up to three (3) days for the purposes of burial arrangements and related services while school is in session. Additional bereavement leave may, when necessary, be granted by the Superintendent. The Superintendent may, in his discretion, grant bereavement leave in the event of the death of a person other than the relatives described above

4. MILITARY LEAVE: Any employee who is a member of a reserve component of the Uniformed Service of the United States or of the State National Guard will be granted a maximum of seventeen (17) days leave in accordance with applicable federal and state law. The employee will be paid the difference between their regular pay and the pay which they receive from the State or Federal Government according to M.G.L. c.33, Sections 59A and 60.
5. JURY DUTY: An employee required to serve on jury duty and thus absent from regular work shall, upon application, be paid the difference between regular compensation from the District and compensation received for jury duty upon presentation of certification of compensation paid by the Court. Travel allowance is not included in the compensation paid by the District.
6. RELIGIOUS HOLIDAYS: Employees will be granted up to three (3) days with pay to observe major religious holy days which obligate the employee to attend religious services during school hours.

Leaves taken pursuant to Paragraph 140 except as specifically provided in Subparagraph (6) will be in addition to any sick leave to which the instructional and non-instructional teaching assistant is entitled.

The Building Principal will provide substitute coverage only as needed and as prudent given the supervisory duties. No instructional and non-instructional teaching assistant will be required to arrange for his/her own substitute.

ARTICLE FIFTEEN - LEAVES OF ABSENCE-EXTENDED

1. **PARENTAL LEAVE**: An employee is entitled to either a short or long term leave for the purposes of birth, adoption, or placement of a child under the age of 18 or under the age of 23 with physical or mental disabilities. A short term leave may extend for eight (8) or twelve (12) calendar weeks or for the length of the disability. Any two (2) employees of the same employer (WHRSD) shall only be entitled to eight (8) or twelve (12) weeks of parental leave in aggregate for the birth or adoption of the same child. A long term leave may extend through the end of the current school year, the midpoint of the next school year, or the end of the next school year, or as otherwise mutually agreed.

- a. Such leave shall be unpaid, except that an employee may during the employee's short term disability period of eight (8) or twelve (12) weeks apply accumulated sick leave. Sick leave shall be allowed only for days that employees would normally be working during the regular work year. The employee who desires to return to work at the end of their disability period may do so.
- b. Except in an emergency, notice of anticipated parental leave shall be provided by the employee as soon as practicable, but no less than two (2) weeks prior to the anticipated commencement of the leave. At the time of providing notice of the need for leave, the employee also must provide notice of his/her intent to return at the end of the leave.
- c. An employee not otherwise covered by the above subsections of this section shall be entitled to a parental leave, under the same terms and conditions sets forth above, except that the employee shall not be eligible for sick leave, and provided that such leave shall commence immediately following the birth or the arrival in the home of the child to be adopted or placed, unless the employee is required to take time prior to the adoption or placement.
- d. In the event that the reason for leave under this section is no longer necessary, then such employee may return to work.

Family Medical Leave Act:

Basic Leave Entitlement

1. An employee who has worked for the District for at least twelve (12) months and completed 1,250 work hours in the twelve (12) months immediately preceding the request for leave is eligible for up to twelve (12) weeks of unpaid leave in a twelve month period (which shall be the contract year) for the following reasons::

- a. to care for the employee's child after birth, or placement for adoption or foster care;
- b. to care for the employee's spouse, son, daughter, or parent, who has a serious health condition; or
- c. a serious health condition that makes the employee unable to perform the employee's job.

Military Leave Entitlement

2. Eligible employees whose spouse, son, daughter, or parent is on covered active duty or call to covered active duty status may use their twelve (12) week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to twenty-six (26) weeks of leave to care for a covered service member during a single twelve (12) month period. A covered service member is:

- a. a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retirement list, for a serious injury or illness*; or
- b. a veteran who was discharged or released under conditions other than dishonorable at any time during the five (5) year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness*.

* The FMLA definition of “serious injury or illness” for current service members and veterans are distinct from the FMLA definition of “serious health condition.”

Benefits and Protection

3. Group health insurance benefits will be maintained during the FMLA leave with the employer’s contribution rate being the same amount as before the leave began. If FMLA is unpaid, the employee is responsible for submitting his/her portion of the premium to the employer on a monthly basis.

4. Upon return from FMLA leave, employees will be restored to their original or equivalent position with equal pay, benefits, and other employment terms. Use of FMLA will not result in the loss of any employment benefits that accrued prior to the start of the employee’s leave.

5. The employee may use available sick leave if he/she qualifies for the same under Article 15 and such leave shall be used concurrently with the FMLA leave. The employee may also elect to use any other accrued paid leave concurrently with the FMLA leave.

Designation of a Serious Health Condition

6. A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee’s job, or prevent the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three (3) consecutive calendar days combined with a least two (2) visits to a health care provider or one visit and a regimen of

continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

7. An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatments so as not to unduly disrupt the employer's operations. Leave due to a qualifying exigency may also be taken on an intermittent basis.

Employee Responsibilities

8. Employees must provide thirty (30) days advance notice of the need to take FMLA leave when the need is foreseeable. When thirty (30) days' notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

9. Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider or circumstances supporting the need for military family leave. Employee must also inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

10. Prior to an employee's return from FMLA leave, the Superintendent may require evidence of fitness for duty from the employee's health care provider.

11. Any leave available to an employee under this Agreement shall run concurrently with, not in addition to, FMLA leave.

Unpaid Family Medical Leave

A leave of absence without pay of up to one (1) year will be granted for the purpose of caring for a sick member of the employee's immediate family. The employee must deliver evidence satisfactory to the Superintendent that the leave is necessary. Immediate family shall be defined as parent, spouse, child, step-child, brother or sister. Additional leave may be granted at the discretion of the Superintendent.

Unpaid Medical Leave for the Employee

After five (5) years of continuous employment in the District, an employee may be granted a leave of absence without pay for up to one (1) year for health reasons. Requests for such leave will be supported by appropriate medical evidence.

PARAGRAPH 153. Other leaves of absence, without pay, not to exceed one (1) year, may be approved by the Superintendent.

PARAGRAPH 154. All benefits to which the employee was entitled at the time the leave of absence commenced, including unused accumulated sick leave, will be restored upon return.

PARAGRAPH 155. Upon return from a leave of absence taken pursuant to this Article, the employee will be assigned to the same position (s)he held at the time the leave commenced if possible and if in the best interests of the program, or if not, to an equivalent position.

ARTICLE SIXTEEN - ASSAULT - EMPLOYMENT RELATED

PARAGRAPH 160. Instructional and non-instructional teaching assistants shall immediately deliver to the office of the Superintendent a report in writing of all instances of assault upon them during the course of their employment. The report of an assault shall be forwarded to the Committee and the Committee will comply with a request by the employee involved which it considers to be reasonable, for information in its possession which, in the opinion of the Committee, is not confidential or legally restricted, relating to the incident or the persons involved in the assault.

In the manner and to the extent she considers appropriate and reasonable, the Superintendent will act as liaison between the employee, the police and the courts in a matter arising under the provisions of this Paragraph.

PARAGRAPH 161. The Committee will provide indemnification for its instructional and non-instructional teaching assistants while acting within the scope of their employment as required by the provisions of G.L. c. 258.

In the event that criminal or civil proceedings are brought against an instructional and non-instructional teaching assistant alleging that he/she committed an assault while acting within the scope of his/her employment and the employee is thereafter found not guilty or the proceedings are thereafter dismissed without trial, the Committee will reimburse the employee for the reasonable cost of his/her defense including the reasonable fee of an attorney, provided that the employment of such attorney shall have been approved by the Counsel for the District and provided further that the selection of an attorney and the defense of said action or claim complies in all respects with the provisions of G.L. c. 258.

ARTICLE SEVENTEEN - BENEFITS-PERSONAL INJURY

PARAGRAPH 170. Whenever an instructional and non-instructional teaching assistant is absent from school as a result of personal injury arising out of and during the course of his/her employment, the Committee agrees that the provisions of M.G.L. Chapter 152, Section 69 (Worker's Compensation Benefits) providing for benefits to employees or their dependents in the event of incapacity or death arising out of employment shall be, and hereby are, accepted and applied to all employees covered under the provisions of this Agreement.

PARAGRAPH 171. The District recognizes that in the reasonable performance of a Unit D member's duties, an assault may occur.

If an assault occurs that is clearly found not to be the fault of the Unit D member, any sick leave directly attributed to the incident will not be charged to the employee less any financial assistance provided by insurance or other sources.

The School Committee shall reimburse Unit D members exonerated of any fault, reasonable costs incurred as a direct result of the assault, including repairing and replacing personal property that may have been damaged or lost, directly related medical costs not covered by insurance benefits, whether personally maintained or provided in the agreement.

In the event that criminal or civil charges are brought against Unit D members in connection with an assault, the employer shall reimburse the Unit D member for reasonable legal fees incurred in securing their own defense provided that all other means of reimbursement are exhausted and that the Unit D member is found clearly without fault.

ARTICLE EIGHTEEN - INSURANCE - LIFE/MEDICAL/DENTAL

Personnel shall be provided the same medical/dental and life insurance coverage as provided in the Agreement for professional staff (Unit A).

Life Insurance: Each employee shall be insured for the cost of a \$50,000 group life insurance plan of the type presently provided and the District will pay fifty (50%) percent of the cost of the premium.

Health Insurance – Active Employees: The District will provide a maximum contribution for the total annual premium of Blue Cross/Blue Shield Blue Care Elect (PPO) and any other HMO Individual or Family Plan offered by the District as follows:

Sixty (60%) percent to a maximum annual contribution of ten thousand (\$10,000.00) dollars for an individual plan and twenty thousand (\$20,000.00) dollars for a family plan

Effective July 1, 2018, no new or existing employees may enroll in any Legacy plans during open enrollment. Note: In the event that the School Committee is paying a greater percentage for any of the current plans than is mentioned above, the School Committee will continue to pay the greater percentage.

Dental Insurance – Active Employees: The District will provide Delta Dental Insurance. The District will pay sixty (60%) percent of the cost of the premiums and the employees will pay forty (40%) percent. Additional riders for dental insurance may be selected by teachers, provided that the entire cost of any such rider must be paid for by the teacher.

Flexible Benefit Plans

1. Pursuant to Section 125 of the Internal Revenue Code, the employee portion of the cost of the health and life insurance premiums shall be a pre-tax expense. There shall be no cost to the employer.
2. Pursuant to Section 125 of the Internal Revenue Code, the District agrees to allow its employees to be eligible to participate in Flexible Benefit Plans for Un-reimbursed Medical Expenses and/or Dependent Care Expenses. There shall be no cost to the employer.

ARTICLE NINETEEN - ACADEMIC FREEDOM

PARAGRAPH 190. The private and personal life of an instructional and non-instructional teaching assistant is not within the appropriate concern or attention of the Committee except as it may interfere with the instructional and non-instructional teaching assistant's responsibilities to and relationships with students and/or the District.

PARAGRAPH 191. Instructional and non-instructional teaching assistants will be entitled to full rights of citizenship, and no religious or political activities of any instructional and non-instructional teaching assistant (provided such activities do not take place during his/her working hours) or the lack thereof will be grounds for any discipline or discrimination with respect to the employment of such instructional and non-instructional teaching assistant.

ARTICLE TWENTY - STRIKES

PARAGRAPH 200. During the term of this Agreement, the Association shall not cause or sponsor, and no instructional or non-instructional teaching assistant shall cause or participate in a strike or work stoppage. During the time when negotiations are being conducted between the Association and the Committee, said negotiations shall be conducted without threats of sanctions or threats of strikes by either party until mediation, fact-finding and any other statutory impasse procedures have been exhausted.

Employees who participate in any such act may be disciplined or discharged without recourse to arbitration, provided, however, that the question of their participation shall itself be subject to grievance and arbitration procedure.

PARAGRAPH 201. It shall be unlawful for any employee to engage in, induce or encourage any strike, work stoppage, slowdown, or withholding of services by such employee, and the Association agrees to abide by and be subject to the provisions of General Laws, Chapter 150E, Section 9A, as amended.

ARTICLE TWENTY-ONE - GENERAL

PARAGRAPH 210. There will be no reprisals of any kind taken against any instructional and non-instructional teaching assistant by reason of his/her membership in the Association or participation in its activities.

PARAGRAPH 211. Instructional and non-instructional teaching assistants will be informed of a telephone number which they may call before 7:00 a.m. or not later than one hour before the beginning of their work assignment to report their unavailability for work. It will not be the responsibility of the instructional and non-instructional teaching assistant to arrange for a substitute.

PARAGRAPH 212. If negotiation meetings between the Committee and the Association are scheduled during the school day, the representatives of the Association will be relieved from all regular duties without loss of pay as necessary in order to permit their participation in such meetings.

When it is necessary, pursuant to the Grievance procedure, for a Representative of the PR&R Committee or other representative designed by the Association to investigate a grievance (provided that the investigator can be released without detriment to the educational program) or attend a grievance meeting or hearing during a school day, he/she will, upon notice to his Curriculum Coordinator and the Superintendent by the Chairman of the PR&R Committee, be released without loss of pay as necessary in order to permit participation in the foregoing activities. Any instructional and non-instructional teaching assistant whose appearance in such investigations, meetings, or hearings as a witness is necessary will be accorded the same right. The Association agrees that these rights will not be abused.

PARAGRAPH 213. The Committee will, upon request, provide the Association with any available information which is neither confidential or privileged under law which may be necessary for the Association to process grievances under this Agreement.

PARAGRAPH 214. Instructional and non-instructional teaching assistants will be eligible to participate in a "Tax Sheltered" Annuity Plan established pursuant to United States Public Law No. 87-370.

PARAGRAPH 215: The District will make reasonable efforts to give notice to and consult with the WHEA prior to implementing substantial initiatives within the District that impact WHEA Paraprofessionals- Unit D and its members.

ARTICLE TWENTY-TWO - SCOPE OF AGREEMENT

PARAGRAPH 220. On the matters contained herein, this Agreement constitutes Committee and Association policy for the term of said Agreement, and the Committee and the Association will carry out the commitments contained herein and give them full force and effect as their policies. The Committee will amend its Administrative Regulations and take such other action as may be necessary in order to give full force and effect to the provisions of this Agreement.

PARAGRAPH 221. 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 valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

PARAGRAPH 222. This Agreement includes all the agreements reached by the parties hereto 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 negotiations.

PARAGRAPH 223. This Agreement incorporates the entire understanding of the Parties on all issues which were or could have been the subject of negotiations. During the term of this Agreement neither Party shall be required to negotiate with respect to any such matter, whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the Parties at the time they negotiated or signed this Agreement.

PARAGRAPH 224. This Agreement may not be modified in whole or in part by the Parties except by an instrument in writing duly executed by both Parties.

ARTICLE TWENTY-THREE - NEGOTIATION PROCEDURE

PARAGRAPH 230. Not later than October 15 of the calendar year preceding the calendar year in which this Agreement expires, the Committee agrees to enter into negotiations with the Association over a Successor Agreement in accordance with the procedure set forth herein in a good-faith effort to reach agreement concerning instructional and non-instructional teaching assistants' wages, hours, and other conditions of their employment.

Such negotiation will include any matters covered by this Agreement and any other matters which the Parties mutually agree are negotiable or which are by law held to be negotiable. Any Agreement so negotiated will apply to all instructional and non-instructional teaching assistants covered by this Agreement, and will be reduced to writing and signed by the Committee and the Association.

PARAGRAPH 231. During negotiation, the Committee and the Association will present relevant data, exchange points of view, and make proposals and counter-proposals. Either Party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiation.

ARTICLE TWENTY-FOUR - REDUCTION IN FORCE

PARAGRAPH 240. The Superintendent and/or Committee retain the right to reduce the number of assistants in its employ.

PARAGRAPH 241. In the event that a reduction in force is necessary due to declining enrollment, budgetary restraints, or educational considerations, the criteria for determining those staff members to be reduced, among the separate classifications of instructional and non-instructional assistants, are the following:

1. Attrition (e.g., voluntary resignation, voluntary layoffs, retirements, leaves of absence).
2. The least senior assistant within their particular classification* shall be laid off first, except that the Superintendent may retain a less senior assistant where, in the judgment of the Superintendent, such assistant is demonstrably superior in performance and qualifications.
 - *for purposes of this Article the classification shall be:
 - a. "Non-instructional" which shall include but not be limited to Health Aides, Duty Aides, and Clerical Aides.
 - b. "Instructional" which shall include but not be limited to regular Classroom Aides, Special Education Aides, Title I Aides, Day Care Aides, and Library Aides.
 - c. "Tutors"

PARAGRAPH 242. Recall - Recall shall be in the inverse order of layoff within the job classification for a period of thirty-six (36) months following the date of layoff.

1. A laid off employee who refuses, or fails to respond in writing within five (5) business days to the delivery of, or an attempt to deliver, an offer of employment shall be removed from the recall list. All notices shall be sent return receipt requested. Laid off employees shall inform the Superintendent's office of any change in address or summer or temporary address to which such notices should be sent.

PARAGRAPH 243. The Superintendent of Schools will post in each school building a Seniority List of all members of the bargaining unit by March 1st of each school year. Employees with the greatest seniority will be listed first and employees with the least amount of seniority will be placed last on the list within the appropriate classification. The Classifications are: **Non-Instructional**, **Instructional** and **Tutor**.

Employees will have twenty (20) school days from the date of the posting of the Seniority List to notify the Superintendent of a challenge to the list. Said challenge shall be in writing and shall specify the nature of the challenge.

The Superintendent will then have twenty (20) school days from the date of the letter to respond in writing to the challenger and any other affected party. If the challenge remains unresolved, the time limits for a grievance will begin with the date of the Superintendents response and will begin at Level Two of the Grievance Procedure.

If no challenge is made within the twenty (20) calendar days, the list will stand for that year and the decision of the superintendent will be considered final, and not subject to the grievance procedure. The employee's placement on the list may be challenged and/or grieved, if need be, in a subsequent year pursuant to the time limits set forth above."

ARTICLE TWENTY-FIVE - EDUCATION REFORM ACT

PARAGRAPH 250. COURSE REIMBURSEMENT: The District will provide training as required by regulation and that meets the needs of the students. In the event that the Superintendent requires a specific course, the District will pay the full cost of tuition for said course or courses at accredited colleges and universities.

ARTICLE TWENTY-SIX – HOLIDAYS

Employees shall receive the following four holidays to be paid at the regular per diem rate:

Thanksgiving Day
Day after Thanksgiving
Christmas Day
New Year's Day

ARTICLE TWENTY-SEVEN – AGENCY SERVICE FEE

1. The District agrees to require that all employees, except those employees certified as members to the Committee by the Association, pay annually or by dues deduction to the Association as of the thirtieth (30th) day subsequent to the effective date of this Agreement, or thirty (30) days subsequent to the execution of this Agreement, whichever is later, an Agency Service Fee. Said fee shall be in an amount and be implemented as prescribed under G.L. c.150E and the regulations of the Massachusetts Labor Relations Commission. Said amounts will be certified annually to the District by the Association.

2. If the individual does not comply within thirty (30) days, and if the Association sends a written request calling for the suspension of the individual to the Superintendent, the Superintendent shall meet with the individual. If the individual still does not comply, he/she will be suspended without pay for five (5) days by the Superintendent on days selected by the

Superintendent, with the School Department retaining the unpaid money. Such suspension will not be grievable or subject to arbitration. No further action will be taken against that individual for that contract year.

3. The Association agrees to indemnify and hold harmless the Committee for any action that the Committee takes against any employee to enforce the agency fee provisions of this contract. Specifically, the Association agrees to reimburse the Committee, within thirty (30) days of being informed of the expenditure by the Committee, for all legal fees, costs and damages related to the Committee's enforcement of the agency fee provisions and/or related to litigation that results from the Committee's enforcement of the agency fee provisions.

ARTICLE TWENTY-EIGHT – LONGEVITY

In order to recognize loyal and dedicated service, awards for Longevity shall be granted. The chart below applies to Unit D employees hired prior to July 1, 2018.

LONGEVITY PAY (hired prior to July 1, 2018)

SERVICE COMPLETED	2018-2019	2019-2020	2020-2021
Five Years	\$700	\$725	\$750
Ten Years	\$1,000	\$1,025	\$1,050
Fifteen Years	\$1,500	\$1,525	\$1,550
Twenty Years	\$2,000	\$2,025	\$2,050
Twenty Five Years	\$2,500	\$2,525	\$2,550
Thirty Years	\$3,000	\$3,025	\$3,050

Unit D employees, hired prior to July 1, 2018, currently receiving a longevity award at the five year level (\$700) will continue to do so until reaching the 10 year threshold. Longevity awards will be paid on or before the last payroll in June.

Unit D Employees hired on or after July 1, 2018, will receive \$500 at the completion of five years of service which will be deposited in a 403b account annually for a period of ten years. Unit D Employees hired on or after July 1, 2018, will be awarded longevity at pay as the benchmark years listed below.

SERVICE COMPLETED	LONGEVITY PAY
Twenty Years	\$2,000
Twenty-five Years	\$2,500
Thirty Years	\$3,500

ARTICLE TWENTY-NINE DURATION

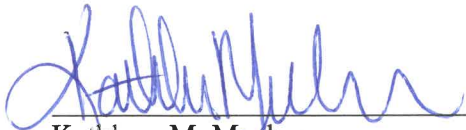
PARAGRAPH 290. This Agreement will be effective as of July 1, 2018 and will continue and remain in full force and effect for three (3) years until and including June 30, 2021. The Parties agree that not later than October 15, 2020, they will enter into negotiations for a Successor Agreement to become effective as of July 1, 2021. If negotiations for a Successor Agreement are not completed by June 30, 2021, this Agreement will continue in effect until said negotiations are completed, but in no event later than December 31, 2021, and said agreement reached during said extension period will be retroactive to July 1, 2021.

RATIFIED BY THE PARAPROFESSIONALS

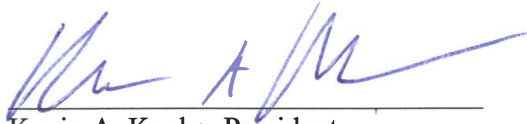
RATIFIED BY THE SCHOOL COMMITTEE

ACCEPTED OCTOBER 10, 2018

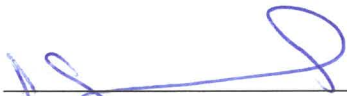
by:



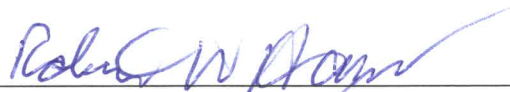
Kathleen M. Meehan
Whitman-Hanson Education Association



Kevin A. Kavka, President
Whitman-Hanson Education Association



Jeffrey B. Szymaniak, Superintendent
Whitman-Hanson Regional School District



Robert W. Hayes, Chairperson
Whitman-Hanson Regional School Committee

APPENDIX A – SALARY SCHEDULE

2018-19 SY		2019-20 SY		2020-21 SY	
Instructional Paraprofessional					
2018-19 SY	Wage	2019-20 SY	Wage	2020-21 SY	Wage
0-3yrs	\$16.61	0-3yrs	\$17.09	0-3yrs	\$17.59
3 yrs plus-8yrs	\$16.87	3 yrs plus-8yrs	\$17.36	3 yrs plus-8yrs	\$17.86
8yrs+	\$17.15	8yrs+	\$17.64	8yrs+	\$18.15
Pre '97	\$18.87	Pre '97	\$19.40	Pre '97	\$19.94
Non-Instructional Paraprofessional					
2018-19 SY	Wage	2019-20 SY	Wage	2020-21 SY	Wage
0-3yrs	\$15.32	0-3yrs	\$15.78	0-3yrs	\$16.25
3yrs plus -8yrs	\$15.59	3 yrs plus-8yrs	\$16.06	3 yrs plus-8yrs	\$16.53
8yrs+	\$15.86	8yrs+	\$16.33	8yrs+	\$16.81
ASL Facilitator					
2018-19 SY		2019-20 SY		2020-21 SY	
\$34.58		\$35.42		\$36.28	
Academic Tutor, Special Needs Tutor, Home Tutor*, Title I Instructional Tutor, and Title I Academic Tutor*					
2018-19 SY		2019-20 SY		2020-21 SY	
\$27.13		\$27.83		\$28.54	
*Don McRorie/Deb Donaghey will stay at a rate \$4/hour higher than the Academic Tutor rate					
Personal Care Assistant					
2018-19 SY		2019-20 SY		2020-21 SY	
\$14.84		\$15.29		\$15.75	

APPENDIX B
Whitman-Hanson Regional School District
Paraprofessional Evaluation

Guidelines

- Each paraprofessional will have an “end of year” evaluation completed no later than May 1st.
- This evaluation will be completed by a responsible administrator including, but not limited to: Principal, Asst. Principal, SPED Coordinator
 - No supervisor will evaluate a relative.
- An administrator may evaluate a staff member at any point in the year and prior to the “end of year” evaluation listed above if assistance, supervision, or intervention is deemed appropriate based on informal observation.
 - Following such an evaluation, a subsequent evaluation should take place no sooner than 20 school days following the initial evaluation.
 - The “end of year” evaluation may be used for this subsequent evaluation.
- Staff are evaluated across four dimensions
 - A rating of Needs Improvement or lower on any item in a dimension must be followed by comments within that dimension.

Definition of ratings

Exceeds Standard: The “exceeds standard” rating is reserved for the employee who demonstrates truly exceptional performance.

Meets Standard: The “meets standards” rating indicates that the employee independently performs assigned duties at an expected level.

Needs Improvement: The “needs improvement” level indicates that the employee’s level of performance clearly needs to change.

Does Not Meet Standard: This rating denotes unacceptable performance that will result in job action if it does not improve.

Meeting the Needs of Students:

Task Defined	Exceeds	Meets	NI	Not Met
Demonstrates knowledge of students' IEP				
Treats students impartially, yet is aware of individual needs				
Takes actions when needed to support student success				
Uses a positive approach in behavior management, emphasizing redirection to promote independence				
Follows individualized instructions related to student assessment and data collection (i.e. employs correct testing accommodations, etc.)				
Demonstrates knowledge in the areas of reading, writing, and math that is required to support the classroom environment				
Assist classroom teacher or other immediate supervisor with the delivery of instructional activities at the appropriate level for all students				
Reinforces academic skills presented by the teacher in small groups or in 1:1 setting				

Comments:

Work Habits and Behavior:

Task Defined	Exceeds	Meets	NI	Not Met
Complies with assigned working schedule				
Maintains professional responsibility with attendance record				
Demonstrates organizational skills related to job performance				

Comments:

Work Relationships:

Task Defined	Exceeds	Meets	NI	Not Met
Collaborates effectively as a team member to support student/classroom learning and activities				
Communicates and works effectively with special education liaison in the form of both written and verbal communication				
Communicates and works effectively with classroom teacher in the form of both written and verbal communication				
Communicates and works effectively with administration in the form of both written and verbal communication				

Comments:

Contribution to School Environment:

Task Defined	Exceeds	Meets	NI	Not Met
Maintains confidentiality in all settings relating to students and staff issues.				
Adheres to and demonstrates knowledge of classroom, school, and district policies and procedures in maintaining a safe healthy learning environment				
Maintain professional boundaries with parents/guardians and students (i.e. home communication, social networking)				

Comments:

Supervisor

Date

Staff

Date

Staff signature indicates that he/she has received a copy of this performance evaluation. It does not necessary indicate agreement with the Supervisor's ratings.