

AGREEMENT

BETWEEN THE

MASCONOMET REGIONAL SCHOOL DISTRICT

AND THE

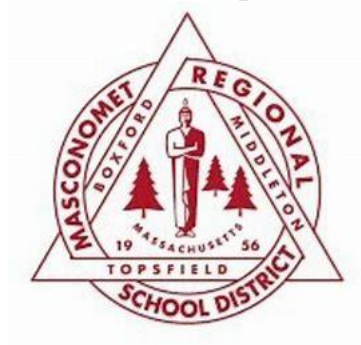
MASCONOMET PARAPROFESSIONALS UNION

LOCAL 6564

AMERICAN FEDERATION OF TEACHERS (AFT)

AFT MASSACHUSETTS

(AFL-CIO)



2020 - 2023

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DRAFT - 3.5.2020

ARTICLE I
Recognition

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

ARTICLE II
Just Cause

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

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

ARTICLE III

Paraprofessional Work Year, Hours of Work, and Remuneration Additional Compensation

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

B. Workday. **The normal workday for Paraprofessionals shall be six and one half (6 ½) hours per day.** It will be the intent of the District that a Paraprofessional will be employed for a specific number of hours per week per year. **A Paraprofessionals** will be given at least two weeks' notice in writing in the case of an increase or decrease in **his/her** hours **per week of work.**

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

will the paid work break described in this Article be additive to the employee's work hours for purposes of obtaining eligibility for benefits.

~~ARTICLE III~~

~~Paraprofessional Work Year, Hours and Remuneration (Continued)~~

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

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

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

G. Substituting. Paraprofessionals who substitute for a teacher in a Special Education Learning Lab or inclusion class will be paid an additional twenty dollars (\$20.00) for a forty-five (45) minute period or twenty-five dollars (\$25.00) for a sixty (60) minute period. Based on the needs of students, the administration will consider the use of Paraprofessionals, when possible, when scheduling substitute coverage for special education teachers.

ARTICLE IV

Grievance Procedure

A. Definitions

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

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

~~ARTICLE IV~~

~~Grievance Procedure (Continued)~~

B. Purpose

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

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

C. Procedure

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

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

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

4. A grievance must be presented within fifteen (15) days of the time when the Paraprofessional **or the Federation** should reasonably have been aware of the occurrence of the alleged violation of contract, and shall be processed as follows:

a. Level 1:

(1) **The A Paraprofessional or the Federation shall may** present the grievance in writing **during his/her non-working hours** to the Assistant Superintendent of Student Services. The grievant and the recipient of the grievance shall meet within five (5) days to discuss the grievance. A written reply will be rendered to the grievant **and the Federation** within five (5) days of the meeting.

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

b. Level 2:

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

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

c. Level 3:

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

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

d. Level 4:

(1) If the grievance is not resolved, the Association Federation may, within thirty (30) days after the decision is due at Level 3, file a written request for arbitration with the American Arbitration Association (in which case the arbitration shall be conducted in accordance with the rules of the American Arbitration Association) or with the Board of Conciliation and Arbitration.

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

ARTICLE IV

Grievance Procedure (Continued)

D. Rights of Paraprofessionals to Representation

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

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

E. Miscellaneous

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

ARTICLE V
Paid Holidays

A. All Paraprofessionals will be paid ~~regular compensation based on scheduled hours~~ for each of the following holidays which fall during their regularly scheduled work week:

Labor Day ¹	Day Before New Year's
Columbus Day	New Year's Day
Veteran's Day	Martin Luther King Day
1/2 Day Before Thanksgiving	President's Day
Thanksgiving Day	Patriot's Day
Day After Thanksgiving	Good Friday ²
Christmas Day	Memorial Day

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

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

B. The compensation for each of the holidays listed above shall be based on the number of hours a Paraprofessional is normally scheduled to work on the day a holiday is observed.

ARTICLE VI
Sick Leave

1. Paraprofessionals working at least **twenty (20)** hours per week will be entitled to fifteen (15) days of **Sick Leave** per year, accumulating to a maximum of an equivalent of one hundred **and eighty-five (185)** days. Paraprofessionals working less than **twenty (20)** hours per week will be entitled to twelve (12) days of **Sick Leave** per year, accumulating to a maximum of an equivalent of one hundred (100) days.

2. Each Paraprofessional shall receive annual notice of his/her accrued sick leave no later than October 1 of each school year.

3. Family Illness. Five **(5)** school days will be granted per year due to emergency illness or injury in the immediate family requiring arrangements by the Paraprofessional for necessary medical and/or nursing care. The

term "immediate family" shall apply to husband, wife, son, daughter, father, mother, sister, brother, grandchild or another member of the Paraprofessional's immediate household. These days are to be subtracted from the Paraprofessional's total Sick Leave accumulations.

4. Sick Leave Bank (SLB). It is the parties' intent to establish and administer a Sick Leave Bank (SLB) for the members of the bargaining unit, and to pool a portion of the Sick Leave allowances granted under this Agreement to provide for continued payment of Employees with catastrophic or prolonged illnesses or injury.

a. Establishment of the Sick Leave Bank. A Sick Leave Bank (SLB) shall be established effective July 1, 2020. With the establishment of the Sick Leave Bank, and no later than July 31, 2020, the District agrees to make a one-time contribution of twenty-five (25) days of Sick Leave to establish the SLB.

b. Participation in the Sick Leave Bank. Participation in the Sick Leave Bank shall be voluntary. An Employee wishing to participate in the SLB agrees that:

1. Upon entry into the Sick Leave Bank he/she will contribute two (2) days of his/her accrued Sick Leave to the SLB; and

2. He/she may be required to contribute additional days of his/her accrued Sick Leave to replenish the SLB; and

3. He/she shall not be allowed to draw upon days from the Sick Leave Bank until after the one (1) year anniversary of their entry into the SLB; and

4. He/she must voluntarily elect to participate in the SLB, in writing, by sending an electronic e-mail to the Superintendent or his/her designee and the Federation President and no later than September 15th, or within two (2) weeks of his/her date of hire.

5. His/her election to participate in the SLB shall continue and remain in force through September 1st, and then from year to year (September 1st through August 31st) unless it is revoked in writing, by sending an electronic e-mail to the Superintendent or his/her designee and the Federation President no later than September 15th.

6. No days of Sick Leave previously contributed to the Sick Leave Bank shall be returned to an Employee who later voluntarily elects to leave the SLB.

c. Eligibility Requirements. In order to draw upon days from the Sick Leave Bank, an Employee must have exhausted all of his/her accrued paid leave granted under this Agreement. Whenever possible an Employee shall submit an application to draw upon days from the SLB, in writing, and at least two (2) weeks prior to the expiration of his/her accrued paid leave in order to expedite benefits. An e-mail to the Superintendent or his/her designee with a copy to the Federation President is sufficient. All applications must be accompanied by certification from the Employee's medical provider. The following criteria shall be used by the SLBC when determining the eligibility

of an Employee to draw from the Sick Leave Bank, and in determining the amount of leave:

1. An Employee must submit written medical evidence, i.e. a medical provider's note, indicating the inability of the Employee to perform his/her duties. The medical evidence must include the specific nature of the illness or injury, and the date the Employee may expect to return to work.

2. An Employee must have exhausted all accrued days of paid leave in their Employee benefits, including but not limited to accrued Personal, Sick, and Vacation Leave.

3. An Employee's prior utilization of his/her Sick Leave.

4. An Employee's prior requests for and use of Sick Leave drawn from the Sick Leave Bank.

5. No days may be granted from the Sick Leave Bank for any reason other than that due to prolonged illness or injury of the Employee. Days may not be granted for the normal or usual illness due to pregnancy, childbirth, or the recuperation there from, except when accompanied by a medical provider's note that said Employee could not perform the duties appropriate to his/her position because of unusual or abnormal complications occurred during such illness.

d. Sick Leave Bank Committee. A Sick Leave Bank Committee (SLBC) to consider eligibility for an Employee to draw upon the Sick Leave Bank shall be established. The SLBC shall consist of three (3) members including two (2) members appointed by the Federation President, and one (1) member appointed by the Superintendent. Upon receipt of a request to draw upon days from the Sick Leave Bank, the SLBC shall meet within five (5) calendar days to consider the request, and will issue a decision, in writing, to the Employee within two (2) calendar days. In the event a vote of the SLBC results in a denial when considering the eligibility of an Employee to draw upon days from the Sick Leave Bank, the Employee may appeal the decision of the SLBC directly to the Superintendent. The Employee shall submit the grounds for his/her appeal in writing, by electronic e-mail, and within five (5) calendar days to the Superintendent. The Superintendent shall review all relevant facts provided, consider the eligibility requirements below, and issue a decision, in writing, by electronic e-mail to the Employee with a copy to the Federation President within five (5) calendar days. The decision of the Superintendent shall be final and not be subject to the grievance and arbitration provisions of this Agreement, provided his/her decision is not arbitrary or capricious.

e. Upon compliance with 4b and 4c above by an Employee, the SLBC shall issue a grant of days from the Sick Leave Bank reserves. The initial grant shall be no less than five (5) days and no more than thirty (30) days. The Sick Leave Bank Committee may allow for additional grants of up to thirty (30) days (i.e., a maximum of sixty (60) days) in any given contract year under extenuating circumstances. Payments for days drawn from the Sick Leave Bank shall be equivalent to the Employee's regular daily compensation.

f. In the event an Employee needs additional days then 4d and 4e above may be reapplied, up to a maximum of ninety (90) days per illness/injury.

g. Replenishment of the SLB. Any unused Sick Leave remaining in the Sick Leave Bank at the end of any fiscal year shall be automatically carried over to the next fiscal year. The Sick Leave Bank shall at all times maintain a minimum of seventy-five (75) days in reserve. If the number of days falls below the minimum then each Employee will contribute one (1) additional day. Normally, the total number of Sick Leave days in reserve shall not exceed a maximum one hundred and twenty-five (125) days. In the event applying the terms of this paragraph would cause the bank to remain below the minimum specified above, the provisions of this paragraph may be reapplied. In the event applying the terms of this paragraph would cause the bank to exceed the maximum specified above, the provisions of this paragraph shall not be applied.

h. Information. The District shall make available to the Federation upon request the current balance of the Sick Leave Bank, as well as a detailed list of all donations/assessments to and withdrawals from the Sick Leave Bank.

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

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

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

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

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

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

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

~~ARTICLE VI~~

~~Sick Leave (Continued)~~

- ~~d. Have exhausted all personal accumulated sick time and personal days.~~
- ~~4. Initial Sick Bank time awarded to a member applicant shall not exceed fifteen (15) school days, with extensions not to exceed a total of forty-five (45) days, granted by the Review Committee upon proof of continued need.~~
- ~~5. The Review Committee will make reasonable efforts to distribute days equitably. No grievance or economic claim can be made against the School Committee, or members of the Sick Bank Review Committee as a group or as individuals for the administration of the Sick Bank.~~
- ~~6. The Committee reserves the right to review all records relative to the administration of the Sick Bank.~~

ARTICLE VII

Temporary Leaves of Absence

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

1. **Court Appearances/Legal Proceedings.** Time necessary **off with pay shall be granted to a Paraprofessional** for **a court** appearance **or a** legal proceeding **if**:
 - a. **The Paraprofessional is under summons or subpoena to appear in court for Jury Duty, or as a victim or witness.** While serving on jury duty, Paraprofessionals shall be paid the difference between their regular pay and jury pay.
 - b. **The** appearance of **a Paraprofessional at a legal proceeding** is requested by the District.
2. **Bereavement Leave.** Up to five (5) consecutive calendar days at any one time in the event of the death of the Paraprofessional's spouse, child, parent, or brother or sister (natural or adopted), grandfather, grandmother, father-in-law, mother-in-law, son or daughter-in-law, uncle, aunt, niece, nephew or grandchild with the approval of the immediate supervisor, principal or superintendent, which will not be unreasonably **withheld denied**.
3. **Personal Leave.** A maximum of three **(3)** days each year for personal business which cannot be transacted outside of school hours. Requests **for Personal Leave** shall be made to the Principal or Director of Pupil Personnel Services for approval at least twenty-four (24) hours in advance (except in the event of an emergency). Approval of the Principal or the Assistant Superintendent for Student Services shall not be unreasonably **withheld denied**. **At the end of each school year unused Personal Leave**

shall be converted to an equivalent amount of Sick Leave and added to the Paraprofessional's Sick Leave balance.

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

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

ARTICLE VIII Extended Leaves of Absence

Maternity Leave

Upon receipt of at least two weeks' written notice of her anticipated date of departure and intention to return, the Superintendent shall grant a leave of absence without pay for maternity for up to eight (8) weeks in accordance with the provisions of the Massachusetts General Laws, Chapter 149, Section 105D.

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

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

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

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

ARTICLE IX
Transfers and Vacancies

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

B. Involuntary Transfers. *The District will solicit volunteers for reassignment from within the bargaining unit prior to making involuntary transfers.* When involuntary transfers are necessary, a Paraprofessional's *qualifications, experience,* length of service in the system and *his/her* demonstrated competence in specific areas shall be considered in determining who shall be so transferred.

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

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

C. Posting of Vacancies. Whenever a vacancy occurs, Paraprofessionals shall be given adequate opportunity to apply for the position. Vacancies in positions within the system will be posted at least five (5) days prior to the close of applications for that position, *and each posting shall include:*

- 1. A description of the position including required qualifications.*
- 2. A list of the duties/responsibilities performed by someone in the position including but not limited to diapering/toileting, feeding, and a description of the student population served (e.g. medically fragile students).*
- 3. Work location/building assignment of the position.*
- 4. Number of hours/day and days/week for the position.*
- 5. Start date and End/date for the position.*

D. Filling of Vacancies. *Qualified members of the bargaining unit shall be hired before employees from outside the unit. Qualified-* Paraprofessionals ~~will be seriously considered~~ *When filling a vacancy,-* and *the employer will consider an applicant's qualifications, experience, length of service in the system and his/her demonstrated competence in specific areas. In a case where the District determines that the qualifications, experience, and demonstrated competence of the applicants are relatively equal, seniority, as defined in Article X, shall govern*

when filling a position. ~~If it is determined that a Paraprofessional is within the top five contenders by reason of qualifications with respect to the job specification, the Paraprofessional shall be considered for the position.~~

~~ARTICLE IX~~

~~Transfers and Vacancies (continued)~~

ARTICLE X

Seniority

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

B. In the event of a layoff due to a reduction in the work force, due consideration shall be given to qualifications, and continued demonstrated competence, and experience in the system. In cases where it is determined that qualifications and demonstrated competence are equivalent, seniority shall determine the order of layoff.

C. Paraprofessionals laid off pursuant to Section B shall have recall rights in the inverse order of layoff to any vacant Paraprofessional positions in their classification for which they are qualified for a maximum period of one (1) year.

D. Seniority List. The District shall prepare, maintain, and provide to the ~~Association~~ **Federation** by October ~~thirty-first~~ **31st of each school year, and upon written request a** lists of the bargaining unit employees, **ordered by** ~~according to their employment dates~~ **date of hire.**

Article XI

Paraprofessional Evaluations/**Personnel Files**

A. Paraprofessional Evaluations. **The Annual Evaluation of Paraprofessionals shall be conducted in accordance with the Paraprofessional Evaluation Procedure attached as Appendix B. Annual Evaluations will be documented using the Masconomet Regional School District Paraprofessional Evaluation Form found in Appendix C.**

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

1. Any written or oral complaints regarding a Paraprofessional made to any

member of Administration by any parent, student, or other person will be promptly called to the attention of the Paraprofessional.

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

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

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

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

All monitoring or observation of the work performance of a Paraprofessional will be conducted openly and with full knowledge of the Paraprofessional. Paraprofessionals will be given a copy of any evaluation report prepared by their supervisors and will have the right to discuss such reports with their supervisors. An annual evaluation will be prepared by the Paraprofessional's supervisor on or before June 1 of each school year.

Paraprofessionals will have the right, upon request, to review and duplicate, at their own expense, the contents of their personnel files. A Paraprofessional will be entitled to have a representative of the Association accompany him/her during such review.

ARTICLE XI

Paraprofessional Evaluation (continued)

A copy of any material which is critical of a Paraprofessional's conduct, service, character or personality will be sent to the Paraprofessional at such time as the material is placed in his/her personnel file. The Paraprofessional will have the right to submit a written answer to such material and the answer shall be reviewed by the Superintendent and will be placed in the personnel file. Every Paraprofessional shall have the right to insert material in his/her personnel file that is pertinent to his/her qualifications and competence.

Changes in evaluation criteria shall be made known in writing at the beginning of each school year.

Any written complaints regarding a Paraprofessional made to any member of

the Administration by any parent, student, or other person will be promptly called to the attention of the Paraprofessional. Prior to the imposition of any discipline or administrative action resulting from the complaint, the Paraprofessional will have the right to first present his/her case or viewpoint.

The Association recognizes the authority and responsibility of the Administration for disciplining or reprimanding a Paraprofessional for delinquency of professional performance. Reprimands shall be made in private. If a Paraprofessional is to be disciplined or reprimanded, the Paraprofessional will be entitled to have an Association representative present. The Administrator shall have the right to have a representative present.

The parties agree that after this agreement is ratified by both parties, a subcommittee of representatives from the union, the school administration, and the School Committee will meet to discuss and propose changes to the current evaluation model. Any Memorandum of Agreement that may result shall be brought back to the parties for ratification.

ARTICLE XII General

A. The names and addresses of new staff members shall be furnished to the Association no later than thirty (30) days after their date of original employment. The names of staff members who have left the system will be forwarded to the Association within thirty (30) days after leaving.
Information and Access to Members. The District agrees to provide the Federation with information pursuant to M.G.L. c. 150E, and M.G.L. c. 66, Section 10B. The District further agrees to provide the Federation with access to members of the bargaining unit pursuant to M.G.L. c. 150E, Section 3.

B. Whenever school is closed after the start of the school day, Paraprofessionals shall receive their regular full day's compensation if they work their regular hours. If school is closed because of an emergency or school has a delayed opening, Paraprofessionals scheduled to work shall receive their regular full day's compensation if the day constitutes a legal day of school. In case of a delayed opening or an early dismissal, a Paraprofessional will be paid for all hours he/she was scheduled to work on that day and at his/her regular hourly rate of pay, provided they reported to work in a timely fashion.

C. There will be no reprisals of any kind taken against any Paraprofessional by reason of his/her membership in the Association or participation in its activities or non-membership in the Association or non-participation in its activities.

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

~~E. 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. The District and the Association will meet within twenty (20) consecutive calendar days to renegotiate the above-mentioned section of the Agreement.~~

F. **Transportation of Students.** No Paraprofessional shall be required to transport students in his/her car.

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

~~H. Any person interviewed for a Paraprofessional position will be provided with a job description upon hiring.~~

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

ARTICLE XIII **Insurance**

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

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

2. **I**ndividual or family coverage, whichever applies in the particular case, for the type available to teachers. ~~Employees will increase their percentage contribution to their respective health insurance programs offered by the district: 1% increase on January 1, 2015; 1% increase effective fiscal year 2016; 3% increase effective fiscal year 2017, with a one-time cash value reimbursement at the end of each year for participants.~~ **Effective, July 1, 2016, the employer shall pay seventy-four percent (74%) of the premium cost of the HMO Plan, and sixty-nine percent (69%) of premium cost of the PPO Plan offer to employees by the District.**

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

ARTICLE XIV **Indemnification of Employees**

If criminal or civil proceedings are brought against a Paraprofessional, the District recognizes it has a responsibility to the Paraprofessional under the law and hereby affirms such obligations under Chapter 41, Section 100(c) of the General Laws of Massachusetts.

ARTICLE XV

Personal Injury Workmen's Compensation Benefits

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

ARTICLE XVI

Assignments

- A.** Except in unusual circumstances, Paraprofessionals will be notified of their workload and hours per week for the coming year and any unusual assignment they will have no later than June 15 of the previous school year.
- B.** Paraprofessionals will not be assigned, except temporarily and for good cause, outside the scope of their job classification.

ARTICLE XVII

Use of School Facilities

- A.** The **Association Federation** is hereby granted, without cost, the privilege to use school buildings at reasonable times outside of regular school hours, with the approval of the Building Principal, for **Association Federation** meetings.
- B. Bulletin Boards.** The District will provide a bulletin board in each building for use by the Paraprofessionals Federation.
- C. District E-Mail Account.** The District will provide each Paraprofessional with an email account.
- D. Payroll Deductions.** Paraprofessionals shall be entitled to the following payroll deductions:
- Dues deduction.
 - Credit Union.

ARTICLE XVIII

Paraprofessional Facilities Fair Practices/Non-Discrimination

The following facilities will be maintained or provided:

A. The District will provide a bulletin board in each building for use by the Paraprofessionals. **Fair Practices.** As sole collective bargaining agent, the Federation will accept into voluntary membership all Paraprofessionals covered by this Agreement without regard to race, color, creed, national origin, sex, marital status, sexual orientation, disability, or previous affiliation with other organizations.

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

ARTICLE XIX

Deductions Savings Clause

Paraprofessionals shall be entitled to the following payroll deductions:

A. Dues deduction.

B. Credit Union.

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

ARTICLE XX

Management Rights

A. The District is a public body established under and with powers provided by the statutes of the Commonwealth of Massachusetts. Except as restricted by the terms of this Agreement, the District retains all rights, powers, duties, and responsibilities conferred upon it by statute or regulation of any agency of the Commonwealth. Subject to the provisions of this Agreement, it is recognized that in addition to other functions and responsibilities, the District has and will retain the right and responsibility to direct the operation of the employees and in

this connection to determine the methods, processes, and work; and to select and hire, promote and transfer employees, including the right to make and apply reasonable rules and regulation of discipline, efficiency, and safety.

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

C. No Strike Language.

ARTICLE XXI

Salary

A. ~~Salary increases are granted by the District acting on the recommendation of the Superintendent whenever there has been a continued high standard of job effectiveness or a demonstrated improvement in efficiency of service.~~ **Salary Schedule.** The hourly rates of pay for members of the bargaining unit are set forth in Appendix A, which is attached to and made a part of this Agreement.

B. Placement on the Salary Schedule. Upon employment with the Masconomet Regional School District, a member of the bargaining unit shall be placed on the Salary Schedule at the Step appropriate for his/her creditable years of experience, however, a newly hired Paraprofessional may not be placed higher than Step 3. This section shall not affect employees hired prior to July 1, 2020.

C. ~~District reserves the right to hire Paraprofessionals above the minimum rate if warranted by qualifications and experience.~~ **Step Advancement.** At the start of the 2021-2022 school year (FY2022) and each year thereafter, a Paraprofessional who has been duly appointed and has worked (including the use of paid leave available under this collective bargaining agreement but excluding unpaid leave) more than ninety (90) workdays during the previous school year, shall advance one (1) Step on the Salary Schedule.

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

E. Add new language about annualization of salary.

F. Add new language for Tuition Reimbursement.

G. **Severance Pay.** Upon retirement each Employee will be paid 1% of annual pay for each year of service. Severance pay will be based on salary rate at time of retirement. To qualify for severance pay, an employee must have ten (10) years service at Masconomet and attained the age of fifty-five (55).

Salary Schedule.

Hourly Wage Scale

Step	July 1, 2017	July 1, 2018	July 1, 2019
1	\$14.10	\$14.38	\$14.52
2	\$14.51	\$14.80	\$14.95
3	\$14.95	\$15.25	\$15.40
4	\$15.40	\$15.71	\$15.87
5	\$15.87	\$16.18	\$16.34
6	\$16.34	\$16.67	\$16.83
7	\$16.83	\$17.17	\$17.34
8	\$17.34	\$17.69	\$17.86
9	\$17.86	\$18.21	\$18.39
10	\$18.39	\$18.76	\$18.95
	2%	2%	1%

The attached scale migration plan developed by the Association for existing employees will be followed in FY15. In FY16, returning Paraprofessionals will not move a step; they will move laterally on the schedule. In FY17, returning paraprofessional will move forward on the schedule by one increment.

H. **Longevity Stipend.** In addition to any other salary adjustments, each employee's annual compensation will be increased by the following amounts upon completion of the indicated number of years of service. Payments will be made to eligible personnel in the final June paycheck. Longevity payments will be prorated based on the number of weekly hours worked. A Paraprofessional must work 30 hours per week to receive the maximum longevity stipend. No Paraprofessional may receive more than the amount listed in this schedule.

Ten to Fourteen Years	\$ 537.00
Fifteen to Nineteen Years	\$ 715.00
Twenty to Twenty-Four Years	\$ 898.00
Twenty-Five Plus Years	\$1073.00

~~Longevity stipends will be not be increased for the 2010 through the 2013 school years. Note: We agreed to delete this, but I did not redline it in the draft. If there is no objection or misunderstanding, I will delete it from the final document.~~

ARTICLE XXII
Duration

This agreement shall become effective as of July 1, **2020**, and remain in full force and effect through June 30, **2023**, and shall continue in force from year to year thereafter unless and until a successor agreement has been successfully negotiated and ratified by the parties.

~~B. Any Agreement reached with the District will be signed by the Committee and the Association.~~

~~Except as amended hereby, said Agreement shall remain in full force and effect, subject to all terms and conditions set forth therein.~~

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this **TBD-Day** day of **TBD-Month**, **2020**.

MASCONOMET SCHOOL COMMITTEE

MASCONOMET PARAPROFESSIONALS UNION
LOCAL 6554, AMERICAN FEDERATION OF
TEACHERS (AFT), AFT MASSACHUSETTS
(AFL-CIO)

DRAFT

APPENDIX A
SALARY SCHEDULE

1. Effective July 1, 2020 implement a new Salary Schedule:

FY20	FY21	7/1/2020	
STEP	STEP	2020-2021	2.5%
1-2	1	\$16.75	
3	2	\$17.17	
4	3	\$17.60	
5	4	\$18.04	
	5	\$18.49	
6	6	\$18.95	
7	7	\$19.42	
8	8	\$19.91	
9	9	\$20.41	
10	10	\$20.92	
	11	\$21.44	
	12	\$21.98	
	13	\$22.52	
	14	\$23.09	
	15	\$23.67	
	16	\$24.26	
	17	\$24.86	
	18	\$25.48	
	19	\$26.12	
	20	\$26.77	

2. Effective July 1, 2020, all members of the bargaining unit hired on or before June 30, 2020 shall migrate from their current (FY2020) Step (on the Salary Schedule to their new (FY2021) Step as outlined in below:

STEP	MIGRATION	EFFECTIVE	7/1/2020
FY2020	FY2020	FY2021	FY2021
STEP	HOURLY RATE	STEP	HOURLY RATE
1	\$14.52	1	\$16.75
2	\$14.95	1	\$16.75
3	\$15.40	2	\$17.17
4	\$15.87	3	\$17.60
5	\$16.34	4	\$18.04
6	\$16.83	6	\$18.95
7	\$17.34	7	\$19.42
8	\$17.86	8	\$19.91
9	\$18.39	9	\$20.41
10	\$18.95	10	\$20.92

3. Effective July 1, 2021 increase all hourly pay rates in Appendix A by Two and One-Half (2.50%) Percent.

**APPENDIX A
SALARY SCHEDULE**

	7/1/2021	
STEP	2021-2022	2.5%
1	\$17.17	
2	\$17.60	
3	\$18.04	
4	\$18.49	
5	\$18.95	
6	\$19.42	
7	\$19.91	
8	\$20.41	
9	\$20.92	
10	\$21.44	
11	\$21.98	
12	\$22.52	
13	\$23.09	
14	\$23.67	
15	\$24.26	
16	\$24.86	
17	\$25.48	
18	\$26.12	
19	\$26.77	
20	\$27.44	

4. Effective July 1, 2021 a Paraprofessional who qualifies for Step Advancement pursuant to Article XXI, Paragraph C, shall advance one (1) Step on the Salary Schedule.
5. Effective July 1, 2022 increase all hourly pay rates in Appendix A by Two and One-Half (2.50%) Percent.

	7/1/2022	
STEP	2022-2023	2.5%
1	\$17.60	
2	\$18.04	
3	\$18.49	
4	\$18.95	
5	\$19.42	
6	\$19.91	
7	\$20.41	
8	\$20.92	
9	\$21.44	
10	\$21.98	
11	\$22.52	
12	\$23.09	
13	\$23.67	
14	\$24.26	
15	\$24.86	
16	\$25.48	
17	\$26.12	
18	\$26.77	
19	\$27.44	
20	\$28.13	

6. Effective July 1, 2022 a Paraprofessional who qualifies for Step Advancement pursuant to Article XXI, Paragraph C, shall advance one (1) Step on the Salary Schedule.

APPENDIX B
MASCONOMET REGIONAL SCHOOL DISTRICT
PARAPROFESSIONAL EVALUATION PROCEDURE

1. PARAPROFESSIONAL EVALUATION PROCEDURE.

A. The Paraprofessional Evaluation Procedure (the Evaluation System) is designed to provide an Employee with feedback regarding his/her work performance, to enhance professionalism and accountability of staff, and to recognize professional growth. The Evaluation System will provide each Paraprofessional with feedback regarding his/her work performance assessed against agreed upon PERFORMANCE STANDARDS/INDICATORS. Each Paraprofessional will receive an OVERALL RATING consistent with the aggregate of the ratings he/she received on the PERFORMANCE STANDARDS/INDICATORS. The evaluation of Paraprofessionals shall be the responsibility of the Administration and shall be openly conducted by them with full knowledge of the Employee.

B. EVALUATORS. A Principal shall assign an Evaluator to each Paraprofessional who is normally assigned to work in his/her building. An Evaluator must be a full time Employee of the Masconomet Regional School District who has day-to-day knowledge of the Employee's work performance through direct supervision. An Evaluator may be a Principal, Assistant Principal, or another licensed Administrator who works in the same building as the Paraprofessional. The Annual evaluation for a Paraprofessional who regularly works in more than one (1) school building shall be completed by an Evaluator who works in the building where the Employee works a majority of the time. An Employee shall be notified of his/her Evaluator at the outset of each new evaluation cycle, and no later than September 15th of each school year. Any Employee hired on or after September 1st shall be notified of his/her Evaluator no later than thirty (30) calendar days from their date of hire. Said notification shall be done in writing, and using secure electronic notification such as the Employer's e-mail system.

C. NOTIFICATION/CHANGE OF EVALUATOR. The Evaluator may be changed upon notification in writing to the Employee. At any time during the evaluation cycle, an Employee may send a written request to the Superintendent for a different Evaluator. Said request shall be made in writing, and using secure electronic notification such as the Employer's e-mail system. The Superintendent may approve or deny such a request, which shall not be subject to the grievance and arbitration procedure, provided his/her decision is not arbitrary or capricious.

D. RECORD OF EVALUATION. The parties agree that an effective evaluation process requires meaningful, ongoing, two-way communication. To facilitate this process, the parties agree that each Paraprofessional shall have a Record of Evaluation maintained as part of his/her Personnel File, pursuant to Article XX – Paraprofessional Evaluations/Personnel Files. Each Employee's Record of Evaluation shall consist of the Paraprofessional Evaluation Form and all other documentation (including but not limited to e-mails and other forms) used in the evaluation process. All evaluation documents contained in the Record of Evaluation shall remain confidential as personnel records for each member of the bargaining unit, and will not be considered a public record per the Privacy Exemption under the Massachusetts Public Records Law, M.G.L. c. 4, §7(26)(c).

E. GENERAL PROVISIONS. The evaluation of Paraprofessionals shall be based upon specific examples of an Employee's work performance and other documentation collected during the current evaluation cycle including, but not be limited to observation(s) of classroom performance.

1. The Annual Evaluation of Paraprofessionals shall be conducted using the Paraprofessional Evaluation Form in Appendix C.
2. The evaluation process must be flexible enough to provide for differences in the context of an Employee's assignment, such as the characteristics of students and/or classroom, class size, and duties performed by the Employee.
3. An Evaluator may solicit additional input from a classroom teacher regarding a Paraprofessional, provided the classroom teacher has day-to-day knowledge of the Employee's work performance through direct supervision. Any such input solicited from a classroom teacher will include specific examples of the Employee's performance and must be documented in the Evaluator's Comments section of the Paraprofessional Evaluation Form.

APPENDIX B
MASCONOMET REGIONAL SCHOOL DISTRICT
PARAPROFESSIONAL EVALUATION PROCEDURE

4. An Employee shall be with provided copies of all documentation collected and used to evaluate his/her work performance on any of the PERFORMANCE STANDARDS/INDICATORS, at the time said documents are collected.
5. An Employee may respond in writing to any documentation collected and used to evaluate his/her work performance. In response to a rating of Needs Improvement or Unsatisfactory, an Employee may submit documentation to their Evaluator that they feel is relevant to verify their performance on any of the PERFORMANCE STANDARDS/INDICATORS. All documentation collected, and any Employee response shall become a part of the Employee's Record of Evaluation during the current evaluation cycle.
6. All documentation used to evaluate a Paraprofessional shall be collected over a sufficient period of time as to make a valid assessment, and the Paraprofessional shall be provided with appropriate feedback and given sufficient time to correct deficiencies in his/her performance.
8. A Principal will ensure that an Annual Evaluation is completed for all Employee(s) who work in his/her school/building. The evaluation will be completed and presented to an Employee, absent circumstances beyond the control of the Employer, no later than June 1st of each school year.
9. The Evaluator may use the Evaluator's Comments section of the Paraprofessional Evaluation Form to provide feedback on each of the PERFORMANCE STANDARDS/INDICATORS rated. An Evaluator's comments shall be based upon specific examples of the Employee's work performance, and the Evaluator must provide feedback on any PERFORMANCE STANDARDS/INDICATORS rated "NEEDS IMPROVEMENT" or "UNSATISFACTORY", including but not limited to a list of the STANDARDS/INDICATORS in question and any supporting documentation, the suggested actions for correcting the problem(s), and any other supports and resources available to the Employee to assist them in improving their performance.
10. Upon completion of an evaluation the Evaluator shall sign, date and present the completed Paraprofessional Evaluation Form to the Employee along with copies of any additional documents collected and used during the current evaluation cycle.
11. The Paraprofessional Evaluation Form must be signed by the Evaluator and delivered face-to-face, or by placing a copy in a sealed envelope in the Employee's mailbox at his/her work location, or by secure electronic notification such as the Employer's e-mail system.
12. An Employee may respond in writing to any part of the evaluation that he/she believes is incorrect or inaccurate using the Employee Response section of the Paraprofessional Evaluation Form.
13. The Employee shall sign and date the Paraprofessional Evaluation Form within five (5) school days of receiving it from his/her Evaluator. The Employee's signature indicates that he/she has received the evaluation in a timely fashion, and does not indicate agreement or disagreement with its contents.

2. PERFORMANCE RATINGS.

- A. The Paraprofessional Evaluation System shall provide feedback for positive performance and professional growth, as well as feedback and assistance for correcting deficiencies in performance.
- B. An Evaluator will assign a rating to each PERFORMANCE INDICATOR by placing a "✓" under the appropriate rating for that INDICATOR. An Evaluator will then assign a rating to each PERFORMANCE STANDARD by placing a "✓" under the appropriate rating for that STANDARD, consistent with the aggregate of the ratings assigned to all PERFORMANCE INDICATORS under that STANDARD. If a particular INDICATOR/STANDARD does not apply to the Paraprofessional being evaluated, the Evaluator shall place a "✓" under the column "N/A" for that INDICATOR/STANDARD. Using his/her professional judgement, an Evaluator will also assign an OVERALL RATING which is consistent with the aggregate of the ratings

APPENDIX B

MASCONOMET REGIONAL SCHOOL DISTRICT

PARAPROFESSIONAL EVALUATION PROCEDURE

assigned to all PERFORMANCE STANDARDS/INDICATORS, using the following rating system:

PERFORMANCE RATINGS

EXCEEDS EXPECTATIONS: Employee's performance consistently and significantly exceeds the requirements of the INDICATOR/STANDARD or Overall.

MEETS EXPECTATIONS: Employee's performance consistently meets the requirements of the INDICATOR/STANDARD or Overall.

NEEDS IMPROVEMENT: Employee's performance is below the requirements of the INDICATOR/STANDARD or Overall, but is not considered UNSATISFACTORY at this time. Improvement on this INDICATOR/STANDARD or Overall is necessary and expected.

UNSATISFACTORY: Employee's performance on an INDICATOR/STANDARD or Overall has not significantly improved following a rating of NEEDS IMPROVEMENT, or the Employee's performance is consistently below the requirements of an INDICATOR/STANDARD or Overall and is considered inadequate, or both.

3. FEEDBACK FOR IMPROVEMENT.

A. A Paraprofessional shall be provided with appropriate feedback to correct deficiencies in his/her work performance including but not limited to a list of the PERFORMANCE STANDARDS/INDICATORS in question and any supporting documentation, the suggested actions for correcting the problem(s), and any other supports and resources available to the Employee to assist them in improving their performance.

B. A Paraprofessional shall not have his/her Overall Rating lowered to "NEEDS IMPROVEMENT" or "UNSATISFACTORY" as part of his/her Annual Evaluation unless his/her Evaluator held a meeting with the Paraprofessional during the school year, and he/she was provided with a list of the PERFORMANCE STANDARDS/INDICATORS in question and any supporting documentation, the suggested actions for correcting any deficiencies noted, and any other supports and resources available to the Employee to assist them in improving their performance. This meeting must be held prior to March 15th, and will be documented in writing.

C. A Paraprofessional who receives an Overall Rating of "UNSATISFACTORY" on his/her annual evaluation shall be given sufficient time, to correct any deficiencies in his/her work performance

4. GENERAL PROVISIONS.

A. The parties agree that, barring a pattern of performance of an egregious nature or where an Employee's continued employment impacts the safety of students, staff, or the general public; no Employee shall be demoted, disciplined, discharged, reduced in rank or compensation due to the Evaluation System during the evaluation cycle.

B. Should the Massachusetts Secretary of State or any court of competent jurisdiction determine that documents (which are part of the Evaluation System) and transmitted via secure electronic notification such as the Employer's e-mail system are a Public Record, then the parties' agree to re-open their collective bargaining agreement to negotiate over a new delivery method for these documents.

C. Violations of this article are subject to the grievance and arbitration procedures. In a situation where the process has resulted in a fair and thorough evaluation but the Evaluator has missed deadlines that do not impact the fairness of the evaluation, that type of misstep should not undo an otherwise fair and thorough evaluation process.

APPENDIX C
MASCONOMET REGIONAL SCHOOL DISTRICT
PARAPROFESSIONAL EVALUATION FORM

FIRST NAME

LAST NAME

DATE OF HIRE

SCHOOL YEAR

D. EVALUATOR'S COMMENTS:

EVALUATOR COMMENTS (ATTACH ADDITIONAL PAGES AS NEEDED).
3.5.2020

E. EMPLOYEE'S RESPONSE:

EMPLOYEE RESPONSE (ATTACH ADDITIONAL PAGES AS NEEDED).
DRAFT

Attachment(s) included