

CONTRACT

between the

AGAWAM SCHOOL COMMITTEE

and the

**AGAWAM EDUCATION ASSOCIATION
PARAPROFESSIONAL ASSOCIATION, UNIT B**

affiliated with the

MTA and the NEA

JULY 1, 2016

Through

JUNE 30, 2019

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AGREEMENT

This Agreement is entered into between the AGAWAM SCHOOL COMMITTEE, hereinafter referred to as the COMMITTEE and the AGAWAM EDUCATION ASSOCIATION – PARAPROFESSIONAL ASSOCIATION, Unit B, hereinafter referred to as the ASSOCIATION.

WHEREAS, General Laws, Chapter 150E provides for Collective Bargaining among public employees, and

WHEREAS, the ASSOCIATION has been designated by certain employees of the Agawam Public Schools as their collective bargaining agent.

NOW, THEREFORE, the parties hereto mutually covenant and agree as follows:

ARTICLE 1

SCOPE

- A. For the purpose of collective bargaining with respect to wages, hours and other conditions of employment, the negotiation of collective bargaining agreements and any questions arising thereunder, the COMMITTEE recognizes the ASSOCIATION as the exclusive bargaining agent and representative of all full-time and regular part-time paraprofessionals, Nova Net coaches, enrichment coaches, and library/media assistants excluding all confidential, managerial, casual and other employees.

The COMMITTEE may use non-paid volunteer assistants which persons shall not become a part of the bargaining unit.

- B. The Superintendent of Schools of Agawam (hereinafter referred to as the SUPERINTENDENT) is the executive officer of the COMMITTEE and under its general direction, has the care and supervision of the public schools and all other powers and duties provided by law.

ARTICLE 2

MANAGEMENT RIGHTS

The ASSOCIATION recognizes that except as otherwise expressly limited in this Agreement, it is the exclusive function of the SUPERINTENDENT to maintain order, discipline, efficiency and to generally operate the public schools and that the SUPERINTENDENT shall have the exclusive authority to hire, direct, classify, assign, transfer, evaluate, promote, demote and lay off employees and also to suspend, discipline or discharge employees. In addition, the SUPERINTENDENT shall have the exclusive authority to promulgate and enforce rules and regulations, determine the classifications, size and duties of the work force, determine work methods, standards, materials and

equipment, determine staffing patterns, shifts and overtime requirements, and in addition to assign and allocate work within and between schools, to reorganize, discontinue or enlarge the work force or any portions thereof in any particular school or classroom, to assign, reassign and relocate employees to any building or classroom or school department, to determine or change the methods and means by which the operations of the schools and the work to be done in them by members of the ASSOCIATION are to be carried on, and to otherwise generally carry out all other functions of management.

The ASSOCIATION undertakes for itself, its agents, representatives and members to cooperate fully with the SUPERINTENDENT in the exercise of these management rights. The ASSOCIATION and all members of the bargaining unit agree to support School Committee policy.

ARTICLE 3

ASSOCIATION REPRESENTATIVES

The ASSOCIATION shall notify the SUPERINTENDENT in writing of the names and residence addresses of the officers of the ASSOCIATION and of any person or persons authorized to file grievances on behalf of the members of the ASSOCIATION. Any change in the name or address of such persons shall be immediately communicated in writing to the SUPERINTENDENT.

All grievance meetings shall be held after working hours.

ARTICLE 4

NEGOTIATION PROCEDURE

- A. This agreement incorporates the entire understanding of the parties on all items which were, or could have been the subject negotiations. Its provisions shall remain in full force and effect during the term of the contract unless changed by mutual agreement of the parties.
- B. Any and all previously issued memorandums, letters or agreements issued or entered into concerning wages, hours or working conditions are and shall be null and void and of no force and effect. The COMMITTEE alone can establish or change any contractual provisions or establish a practice or policy which shall be binding on the COMMITTEE.
- C. Any agreement reached with the COMMITTEE shall be reduced to writing, will be signed by the COMMITTEE and the ASSOCIATION and will become an addendum to this Agreement.
- D. The ASSOCIATION will be supplied with an original and three (3) copies of any Agreement or Addendum.

ARTICLE 5

WORK WEEK/YEAR

- A. Beginning September 1, 2008 the normal workday shall be six (6) hours 10 minutes for five (5) days a week, Monday through Friday inclusive, or a total of thirty (30) hours and fifty (50) minutes per week. The work day of Library/Media Assistants and Enrichment Coaches shall be seven (7) hours in length. Each employee shall have an unpaid lunch period equal to the length of the student lunch period. Employees may be asked to work prior to or beyond the normal workday. Compensation will be paid for all time worked, provided such compensation is at the regular hourly rate and further that any work beyond the normal work day must have the prior approval of the SUPERINTENDENT, or designee, to be eligible for compensation.

Paraprofessionals will be required to attend one (1) before or after-school meeting per month, and will be compensated at their usual hourly rate. Said meeting shall be one (1) hour in duration and will be led by the supervising teacher. Paraprofessionals that already work one (1) hour before or after-school will not be required to attend an additional meeting beyond the one (1) hour listed above.

B. WORK YEAR

1. The work year for paraprofessionals will be one hundred and eighty-two (182) days, six (6) hours and ten (10) minutes in length for those unit members whose assignments coincide with the school calendar. These days will consist of one hundred and eighty (180) student days, and two (2) Professional Development days. The work year for Library/Media Assistants and Enrichment Coaches shall be one hundred eighty three days (183). The workday for Library/Media Assistants and Enrichment Coaches shall be (7) hours in length. Paraprofessionals hired after January 1, 2008 and who are assigned to the Verbal Behavior (VB) or the Applied Behavioral Analysis (ABA) programs will be required to work an extended school year during the summer. This extended school year will normally consist of two and one-half (2.5) to six (6) hours per day consisting of four (4) days per week for a total of five (5) to seven (7) weeks. The length and times of this summer program will be determined by the Director of Special Services. Paraprofessionals working in the summer programs will be paid their hourly rate as established in their current contract.
2. The Superintendent of schools is empowered to adjust the length of the work year by up to ten (10) days for unit members whose responsibilities do not require them to conform with the adopted school calendar.
3. The work year for unit members who are assigned to individual special education students (1:1 Paraprofessionals as specified in Special Education IEPs), will normally be one hundred eighty two (182) days, unless the student

for whom they deliver services leaves the system or has his/her IEP modified to eliminate the services of an individual 1:1 Paraprofessional.

In such an event, the administration will reassign the displaced 1:1 Special Education Paraprofessional to an open position within the unit.

Should a vacancy not exist, the administration will first:

- a) Reassign the displaced employee as a permanent employee to the most recently hired 1:1 Special Education "temporary employee" provided that the displaced employee to be reassigned has the ability and relevant experience regarding the needs of the special education pupil.

In determining relevant experience, the ages, needs, types of handicap and severity of handicap, if any, of the student with whom the displaced employee has worked will be taken into consideration. If this is not possible, then:

- b) Reassign the displaced employee as a permanent employee to the most recently hired non 1:1 Special Education "temporary employee" as described in Article 21 of the Agreement provided the employee to be reassigned is qualified by ability and relevant experience.

1:1 Special Education Paraprofessionals who are not reassigned under the provisions mentioned above in (a) or (b) will be laid off in accordance with #4 of Article 24 - REDUCTION IN FORCE.

In the event it becomes necessary to lay off a 1:1 Special Education paraprofessional, the employee will receive a (2) two week's notice of layoff.

4. If, in the opinion of the Superintendent, services are required beyond the end of the school calendar, written notice, including the number of days required to be worked, will be given by the Superintendent to the employees at least one (1) week in advance of such service. Employees may be required to attend inservice training after normal work hours during the school year provided they receive compensation at their hourly rate for such attendance.
5. The Association and the Committee agree to form a joint committee to review and update job descriptions as needed.
6. If a ½ conference day is canceled due to weather conditions or other reasons and is subsequently rescheduled as a full day, then employees will receive pay for the actual time worked on the last day of school (i.e., if the last day of school is a ½ day then the employees will receive pay for ½ day).

7. Qualified volunteers will be given first preference for summer work. If there are no qualified volunteers, then the least senior qualified employees shall be assigned the summer work.

ARTICLE 6

DUES DEDUCTION

The COMMITTEE hereby accepts the provision of General Laws Chapter 180, Section 17C and in accordance therewith, shall certify to the Treasurer of Agawam all payroll deductions for the payment of dues to the ASSOCIATION duly authorized by the members of the ASSOCIATION covered by this contract.

Commencing on the first day of school all members of the bargaining unit who are not members of the Association shall be required to pay the fair share fee. The Agawam Education Association recognizes the sole and exclusive remedy for non-payment of the fee shall be for the Association to proceed to court for collection of the fee from a nonpaying employee member of the unit. The School Committee is not, and should not be, responsible for the implementation, collection or enforcement of the fair share fee, except that it will supply any required documentation to establish that a person is a member of the bargaining unit and subject to the fee.

The Association agrees that it will indemnify and hold the School Committee harmless for any action taken against any employee as a result of this fair share agreement including, but not limited to, any legal expenses incurred. In the event of a conscientious objection to payment of the fair share fee, a member of the bargaining unit may pay the amount of the fee to the scholarship fund of the Agawam Education Association.

ARTICLE 7

GRIEVANCE PROCEDURE

The purpose of the procedure set forth hereinafter is to produce prompt and equitable solutions to those problems which from time to time may arise concerning the violation of, the application of, or the interpretation of this contract.

- a. Definition – Any claim by the Association or a paraprofessional that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement.
- b. Time Limits – All time limits shall consist of school days.
- c. Association Representation – Upon selection by the Association and notification to the Committee, the Committee shall recognize a grievance representative in each building and an Association Grievance Committee of

five (5) members. At least one (1) representative of the Association's Grievance Committee shall be present for any meetings, hearings, appeals, or other proceedings relating to the grievance which has been formally presented. Nothing herein contained will be construed as limiting the right of any paraprofessional having a grievance to discuss the matter informally with his/her supervisor, and having the grievance adjustment without intervention with the terms of this Agreement, and further, that no paraprofessional shall be required to discuss any grievance except in the meetings provided below and where his/her representative is present.

- d. Procedure – the parties acknowledge that it is usually most desirable for an employee and his/her supervisor to resolve any problem through free and informal communication. When requested by either party, the building representative may intervene to assist in this resolution. However, should such informal processes fail to satisfy the supervisor and/or the teacher, then a grievance may be filed. A written statement of grievance must be filed within fifteen (15) days after the employee knew of the act or condition upon which the grievance is based. The written statement or grievance must clearly enumerate the facts and issues upon which the grievance is based as well as the contractual provisions alleged to be violated, misapplied or misinterpreted. In addition, the remedy sought should be clearly stated. This requirement shall not affect the arbitrability of the grievance. If it is alleged that an employee or a group of employees has been or is being unfairly treated, then the reasons for such allegations must be clearly stated showing how the employee or group of employees has been singled out in a discriminatory manner. The filing of the written statement of grievance shall cause the following steps to occur.

Step 1 Within three (3) days the Association's representative, the supervisor and the aggrieved paraprofessional shall meet to discuss the grievance. The supervisor must provide the aggrieved paraprofessional and the Association with a written answer to the grievance within five (5) days.

Step 2 If the grievance is not resolved in Step 1, then the Association shall refer the grievance to the Superintendent within six (6) days. The Superintendent shall have ten (10) days to respond, in writing, to the aggrieved paraprofessional and the Association.

Step 3 If not resolved at Step 2, the Association shall, within ten (10) days of the date of the Superintendent's response at level two (2), or within ten (10) days of the date said response is due, whichever is earlier, appeal the grievance to the School Committee. The School Committee will hear the grievance with the Association at the next regularly scheduled meeting. Upon conclusion of the hearing, the Committee will have fourteen (14) days in which to provide a written response to the Association.

e. Arbitration – If either party is not satisfied with the disposition of the grievance at Step 3 or the Step 3 limits expire without the issuance of the Board’s written decision, then final and binding arbitration shall take place. If the parties can agree on an arbitrator, he/she shall arbitrate the matter in accordance with the rules and regulations of the American Arbitration Association; if the parties cannot agree on an arbitrator within seven (7) days of the Step 3 time limit, then the matter shall be arbitrated by the American Arbitration Association under its rules. If a demand for arbitration is not filed within thirty (30) days of the date for the Committee’s Step 3 reply, then the grievance will be deemed withdrawn. Neither the Board nor the Association will be permitted to assert any grounds or evidence before the arbitrator which was not previously disclosed to the other party. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement.

f. General Provisions

1. The Association shall have the right to use in its presentation of any level of this Grievance Procedure any representative of its own choosing.
2. The costs of the services of the arbitrator, including per-diem expenses, if any, and actual and necessary travel subsistence expenses, will be borne equally by the School committee and the Association.
3. Provided the parties agree, Step 1 and Step 2 of the Grievance Procedure may be bypassed and the grievance at any level brought directly to step 3.
4. The School Committee acknowledges the right of the Association to participate in the processing of a grievance brought directly to Step 3.
5. No reprisals of any kind will be taken by the School Committee, the Superintendent, or Assistant Superintendent against any paraprofessional because of his/her participation in a Grievance Procedure.
6. The School Committee, superintendent, and Assistant Superintendents will cooperate with the Association in its investigation of any grievance and further will furnish the Association with the public information as is requested for the processing of any grievance.
7. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
8. If, in the judgment of the Association, a grievance affects a group or class of teachers, the Association may submit such a grievance in writing at Step 1 of the Grievance Procedure. The Association may process such a

grievance through all levels of the Grievance Procedure even though the aggrieved person does not wish to do so.

9. All decisions rendered at Steps 1, 2 and 3 of the Grievance Procedure will be in writing, setting forth the decision and the reasons therefore and will be transmitted promptly to the grievant and/or the Association.
 10. If a decision at one step is not appealed to the next step of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this Agreement shall be barred.
- g. When it is necessary, pursuant to the Grievance Procedure for a member of the Association to attend a grievance meeting, hearing, or arbitration hearing during a school day, he/she will be released without loss of pay as necessary in order to permit participation in the foregoing activity.

ARTICLE 8

EVALUATIONS

- A. Monitoring or observation of the work performance of an employee is an on-going process. The philosophy of evaluation is to judge the employees' job abilities and if deficiencies are present to assist the employee in overcoming them. In the case of regular education paraprofessionals, evaluation shall be conducted by the building principal or designee. In the case of special education paraprofessionals, evaluation shall be conducted by the director of special education or designee. There will be one (1) evaluation each year. This process will be open and with full knowledge of the employee. Paraprofessionals will be given copies of written evaluations within five (5) days following the evaluation. Paraprofessionals have the right to discuss the report with his or her evaluator. The written evaluation shall be signed by the employee evaluated and such signature is not an indication of agreement with the contents of the evaluation but to indicate that the employee has seen the evaluation and has had an opportunity to submit a written rebuttal, if necessary. The form of the evaluation instrument is attached to and made a part of this Article. The evaluation instrument may be revised from time to time by the COMMITTEE and revisions will be reviewed with the ASSOCIATION.

An employee may file a grievance based on an evaluation which does not conform with the evaluation procedures as set forth in this Article.

- B. Employees will have the right, upon request, to review the contents of their personnel files except for pre-employment recommendations of a confidential nature. An employee will be entitled to have a representative of the ASSOCIATION accompany him/her during such review.

- C. No material derogatory to the employee's conduct, service, character or personality will be placed in his/her personnel file unless the employee has had the opportunity to review such material, and write a statement of his/her own regarding the material. The employee's statement will be reviewed by the SUPERINTENDENT or designee before attaching it to the original material to be filed.
- D. An employee may file a grievance based on an allegation that derogatory material has been improperly placed in the employee's personnel file. Upon determination at any step of the grievance procedure that such material is improperly placed in such employee's personnel records, such material shall be removed.

ARTICLE 9

IN-SERVICE PROGRAMS

In-service programs may be developed for unit employees. On clerical days, paraprofessionals will be offered available professional development. In the event the COMMITTEE or the SUPERINTENDENT requires special training outside of school hours, the COMMITTEE shall provide compensation for such training. Employees may be required to attend one evening meeting or Open House per school year. Employees will be compensated for attendance with a minimum payment of one hour's wages. Paraprofessionals will be able to apply earned in-service credits for salary schedule movement. Credits will be earned on the basis of ten (10) hours of in-service experience and are equivalent to one (1) college credit.

ARTICLE 10

ASSIGNMENTS

Assignments - Paraprofessionals will be notified of confirmation of intent to employ them for the coming school year by July 1. Under normal circumstances original assignments will be provided prior to August 15.

ARTICLE 11

HOLIDAYS, LONGEVITY, BEREAVEMENT, SICK DAYS

A. Paid holidays for each full school year worked: Columbus Day, Veterans' Day, Thanksgiving Day, day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King Day, Good Friday, Memorial Day, and Labor Day if bargaining unit members are required to work before Labor Day.

B. Longevity Schedule:	2016-2017	2017-2018	2018-2019
After 5 years	\$360	\$460	\$560
After 10 years	\$504	\$604	\$704
After 15 years	\$649	\$749	\$849
After 20 years	\$793	\$893	\$993
After 25 years	\$936	\$1,036	\$1,136

Longevity is to be based upon years of current permanent employment in the Agawam school system. In order for an employee to be paid on a longevity step, the employee must have completed at least five (5), ten (10), fifteen (15), twenty (20), or twenty five (25) continuous years of employment with the Agawam Public Schools as of July 1st of a new contract year.

- C. Bereavement Leave shall be in addition to sick or personal leave as defined below:

An employee shall be granted bereavement leave of up to five (5) consecutive work days to be taken within seven (7) consecutive calendar days upon the death of their spouse, parent/legal guardian, child or step-child, and up to three (3) consecutive work days to be taken with five consecutive calendar days upon the death of their son-in-law, daughter-in-law, grandchild, mother-in-law, father-in-law, brother, sister, step-brother, step-sister, and significant other. Bereavement leave shall not extend more than one (1) day beyond the date of the funeral. An employee shall be granted one (1) calendar day of bereavement leave upon the death of their aunt, uncle, niece, nephew, brother-in-law, sister-in-law, or grandparent, for the purpose of attending the funeral. An employee may extend their bereavement leave by utilizing personal leave as described below with the advance approval of the Superintendent. The decision of the Superintendent regarding the extension of bereavement leave shall not be subject to the grievance procedure outlined in Article 7.

- D. SICK DAYS – Paraprofessionals, library/media assistants, and enrichment coaches shall earn twelve (12) sick days per school year to be earned at the rate of (1.2) days per month over the course of the school year with a maximum of one hundred fifty (150) days accumulation. The Office of the Superintendent shall supply each Paraprofessional with a record of his/her accumulated sick leave up to June 30th of the previous school year. This information shall be supplied no later than September 30th of each school year.

Unit members will have thirty (30) days in which to challenge the accrued amount of sick leave; otherwise, the total will become certified as official and unit members will waive all rights concerning challenges of the amount reported. Future challenges to sick leave totals will be limited to prospective applications from the previous official certified listing.

Unless substantiated, sick leave may not be taken before or after a holiday or school vacation. After an absence of two (2) consecutive school days for sick leave or when sick leave abuse is suspected, the Superintendent or designee may require a certificate from a doctor concerning the nature and duration of the employee's illness.

- E. Employees may take up to three (3) days off for personal business during the school year without loss of pay. Said days may be taken to attend to personal business which is beyond the control of the employee and cannot readily be scheduled after school hours. No stated reason is required, unless abuse is suspected and/or less than forty-eight (48) hours advance written notice is provided by the employee. Unless circumstances otherwise dictate, personal leave may not be taken on the day before or after a holiday or vacation period. Any unused personal days will rollover to the next contract year, and will be converted to accumulated sick leave.
- F. Family Illness: Paraprofessionals covered by this agreement shall be entitled to use up to five (5) days per year of accumulated sick leave in the event of illness in the immediate family. For this section "Immediate Family" will constitute the following: spouse, children, parents, siblings, mother/father-in-law, grandparent, grandchild, sister/brother-in-law, or other members of the immediate family for whom the paraprofessional has legal custody or guardianship status.

ARTICLE 12

WAGES

- A. Wages will be paid bi-weekly during the school year. During certain contract years, it is possible to divide individual salaries into twenty-seven (27) pay periods. The Association will notify the Superintendent in writing on or before June 15th of the year prior to such a year regarding whether bargaining unit members will receive their compensation in twenty-six (26) or twenty-seven (27) pay periods. This decision will apply to all bargaining unit members except for bargaining unit members who choose to receive a lump sum check in June. If the Superintendent does not receive notification by the Association on or before June 15th, the individual salaries will be divided by twenty-six (26) pay periods.
- B. The following wage settlement is agreed to:
 - Effective July 1, 2016, 2% across the board wage increase.
 - Effective July 1, 2017, \$0.50 wage increase.
 - Effective July 1, 2018, \$0.50 wage increase.
- C. APPLIED BEHAVIORAL ANALYSIS ABA/VB VERBAL BEHAVIOR PROGRAM PAY DIFFERENTIAL

All paraprofessionals working in the ABV/VB programs will receive an additional two (\$2.00) per hour above their base rate.

Paraprofessionals who are temporarily assigned to perform the duties which are assigned to a paraprofessional in a higher hourly paid program (i.e., ABA/VB) will receive an additional \$2.00 per hour.

- D. Compensation tables are listed on pages _____
- E. Employees requesting placement on the current wage scale shall notify the superintendent no later than October first or February first of the year in which the change is requested.
- F. A member of the bargaining unit may receive an increase in the salary schedule or may receive a negotiated wage increase or wage increment provided that a general rating of satisfactory has been received in accordance with the evaluation procedure set forth in Article 8 of this agreement.
- G. An employee who is employed for a minimum of ninety (90) work days during a particular school year will be entitled to advance to the next step in the wage schedule on the opening date of the following school year.
- H. If an unsatisfactory evaluation has been received, the paraprofessional will not advance to the next higher step in the salary schedule or to the negotiated wage increment. The following remediation procedure will take place:
 - 1. Within five (5) working days after an unsatisfactory evaluation, the employee, supervising teacher and building principal shall meet together to discuss the resources and methods available to improve the employee's performance. A plan shall be developed, at this time, to improve the employee's performance.
 - 2. Within three (3) working days after the meeting, the methods and resources to be used to improve the employee's performance shall be committed to writing and signed by the employee, supervising teacher, and building principal. The document, at a minimum, shall include the goals and indicators to be used to monitor the employee's performance; the role of the supervising teacher and principal in improving the employee's performance; any outside resources to be used (i.e. consultants, special classes, coursework, etc.)
 - 3. Any financial expenditure for the procedure set forth in sections 1 and 2 above shall be paid by the COMMITTEE. If the employee receives a satisfactory evaluation as a result of the remediation procedure, then he/she shall be entitled to advance to the next higher step in the salary schedule or to receive a negotiated wage increase or wage increment upon attaining a satisfactory evaluation.

- I. If an employee of the bargaining unit is subject to the withholding of a step increase or the withholding of a negotiated wage increment because of a failure to obtain a satisfactory evaluation, he/she shall be notified of such action prior to May 15.
- J. If an employee is notified prior to May 15 that he/she is subject to the withholding of a negotiated wage increase or wage increment because of a failure of obtaining a satisfactory evaluation, he/she may, if he/she desires, request in writing within three (3) days of receipt of such notification, a hearing with the SUPERINTENDENT or designee (such designee shall not be the building principal or supervising teacher who participated in the remediation process). The employee may, if desired, be accompanied by a representative of the ASSOCIATION at the meeting.
- K. The SUPERINTENDENT or designee will conduct the hearing within five (5) school days of the receipt of the request. The employee is entitled to know the reasons for the increment or wage increase withholding.
- L. If the employee is not satisfied with the results of the hearing with the SUPERINTENDENT, he/she may request, in writing, within two (2) school days after the hearing before the SUPERINTENDENT, a final hearing with the COMMITTEE. The COMMITTEE will conduct the hearing within ten (10) school days of the receipt of the request. The employee may, if he/she desires, be accompanied by a representative of the ASSOCIATION at the hearing.
- M. Bargaining unit members who perform home visits shall receive an additional One Dollar (\$1.00) per hour for time spent on the home visits. Qualified volunteers will be given first preference for home visit work. If there are no qualified volunteers, then the least senior qualified employees shall be assigned the home visit work.

ARTICLE 13

USE OF PERSONAL MOTOR VEHICLE

Members of the bargaining unit who are required to use their personal motor vehicle on school business shall be paid for mileage at the prevailing per mile rate of the school department upon the submission and approval of vouchers containing such information as is required by the COMMITTEE.

ARTICLE 14

INSURANCE

Members of the bargaining unit shall be eligible to participate in insurance programs offered by the Town of Agawam on such terms and conditions as are established by the Town from time to time.

ARTICLE 15

MATERNITY, PATERNITY OR ADOPTION LEAVE

A paraprofessional who wishes maternity leave, paternity leave, or adoption leave shall be granted leave without pay. Such leave will be to September 1 immediately following one year from the date of termination of pregnancy or one year from the date of legal custody. If a paraprofessional is to return on September 1, written notice must be given to the SUPERINTENDENT no later than the preceding March 1.

If the paraprofessional so desires, he/she will be granted a second year of leave in accordance with the preceding procedure. Reinstatement to the paraprofessional's former position in the same building cannot be guaranteed but if reinstated the paraprofessional will be returned to the same teaching level.

Maternity leave shall be granted to pregnant paraprofessionals upon the receipt by the SUPERINTENDENT of a physician's statement verifying the pregnancy and stating the expected delivery date and recommended termination of teaching date. If the paraprofessional's physical condition requires that she leave her position before the recommended termination date, the SUPERINTENDENT shall be notified immediately.

In the event a maternity leave has been granted and the pregnancy does not result in the birth of a living child, the paraprofessional may apply for termination of her maternity leave. Upon two weeks' written notice to the SUPERINTENDENT, and with a doctor's certificate indicating physical ability to return to work, the paraprofessional shall be reinstated.

Medically certified disabilities caused or contributed to by pregnancy and recovery therefrom shall be treated as temporary disabilities for all job-related purposes. Accumulated sick leave shall be available for use during periods of such temporary disability upon written certification of the attending physician that the disability was caused or contributed to by pregnancy.

The parties agree that only one member of a family may claim leave under this Article at any one time.

The Committee shall abide by the provisions of the Massachusetts Parental Leave Act (MPLA). The provisions of the MPLA are posted in each administrative office.

ARTICLE 16

FAMILY AND MEDICAL LEAVE ACT

The Agawam Public Schools will grant unpaid leave in accordance with the provisions of the FMLA. The provisions of the FMLA are posted in each administrative office.

ARTICLE 17

COMMITTEE MEETINGS

The COMMITTEE will supply a copy of the final minutes of COMMITTEE meetings to the president of the ASSOCIATION.

ARTICLE 18

USE OF SCHOOL FACILITIES

The ASSOCIATION may use a designated area in school buildings for meetings providing there is no interference with any scheduled school activities. All requests for the building shall conform to COMMITTEE Rules and Regulations. However, there shall be no cost to the ASSOCIATION for such meetings as long as no overtime custodial cost to the COMMITTEE is involved. The use of such designated areas shall be arranged with the Superintendent's office.

ARTICLE 19

PERSONAL INJURY BENEFITS

The COMMITTEE shall reimburse paraprofessionals for:

- a. The cost of any clothing and other personal property damaged or destroyed as a result of an assault suffered in the course of his/her employment.
- b. The cost of any medical, surgical or hospital services over and above the amount of any insurance reimbursement and Worker's Compensation received by said paraprofessional, incurred as the result of any assault suffered in the course of employment.
- c. At the sole discretion of the Superintendent, the cost of any clothing and other personal property damaged or destroyed as a result of a physical interaction with a student suffered in the course of his/her employment. The Superintendent's determination is final and is not subject to the grievance and arbitration procedure.

When a paraprofessional is entitled to Worker's Compensation because of injury arising out of or in the course of employment, sick leave may be used to the extent that the employee has accumulated sick leave, pursuant to the provisions of Article 11 of this Agreement, so that when the dollar amount of the Worker's Compensation and the accumulated sick leave are added together, the sum will equal the dollar amount of the employee's compensation.

ARTICLE 20

SUBSTITUTE COVERAGE

The COMMITTEE agrees to provide a substitute teacher to work with the assigned Paraprofessional(s) when the teacher with whom they serve is out of the room for period of time in excess of one (1) class period per day at the secondary/middle school level or forty five (45) class minutes per day at the elementary level. In addition, the Committee agrees to make a reasonable effort to provide a substitute Paraprofessional to work with the assigned teacher when the Paraprofessional is absent or out of the room for the above mentioned period(s) of time.

If such coverage is no greater than one (1) class period per day at the secondary/middle school level or forty-five (45) class minutes per day at the elementary level, no additional compensation shall be paid to the assigned paraprofessional. For any hours or portion thereof worked beyond one (1) class period at the secondary/middle school level or forty-five (45) class minutes per day at the elementary level, the assigned paraprofessional will be compensated at their hourly rate plus an additional \$15 per hour. If such coverage should extend into the second consecutive day and or beyond, than the paraprofessional will be paid their hourly rate plus an additional \$15 per hour.

If a paraprofessional is assigned to substitute for a teacher other than their assigned teacher, he/she will be paid their hourly rate plus an additional \$15 per hour.

ARTICLE 21

VACANCIES

All permanent vacancies within the unit shall be posted for five (5) business days in advance of the date for the filling of such vacancies. Current qualified employees who apply for a posted vacancy will be provided with a written determination.

Such temporary positions will be filled by temporary employees who shall have limited rights to the contract and whose service will terminate no later than the end of the school year. Such rights shall be confined to salary, sick leave and personal days as specified in the Agreement with grievance rights limited to those provisions.

Temporary positions will terminate at the end of the school year unless the Superintendent chooses to make them permanent or, in the case of a temporary 1:1 Special Education paraprofessional position, the pupil for which the temporary position was created is to remain in the school district for the following school year. All position(s) so identified shall be posted as vacancies.

Upon hiring the Committee, or its designee, shall notify the newly hired employee in writing of the rights enumerated in Articles 12E and 20 herein.

ARTICLE 22

TRANSFER

Paraprofessionals desiring a transfer to other positions covered by this Agreement shall submit written requests to the Superintendent prior to April 1st to be considered for transfer for the next school year.

The Association recognizes the Superintendent's authority under the law to hire the best candidate for positions with respect to criteria enunciated in the current job description regarding ability and relevant experience.

In determining ability and relevant experience, the ages, needs, types of disability and severity of the disability if any, of the students with whom the employee has worked will be taken into consideration as well as the employee's evaluations and work record.

Any Paraprofessional who is transferred, voluntarily or involuntarily, to another paraprofessional position shall retain all rights and privileges as delineated under this Agreement. If a paraprofessional becomes a teacher, his/her earned sick time will be honored in the teacher's contract.

Paraprofessionals being transferred will be provided a two (2) week notice, when possible.

ARTICLE 23

PROFESSIONAL GROWTH

The school administration will incorporate staff development for Paraprofessionals within the ongoing professional development process for professional staff employees. Paraprofessionals will be allowed to participate in those professional development experiences that have relevance to the roles they perform. Paraprofessionals who are certified teachers will be able to participate in programs which carry credit for renewal of teacher certifications.

It will be a goal of the staff development committee to create meaningful sessions specifically designed for Paraprofessionals with the realization that there is some overlap in current professional development experiences already in place.

Building Principals will approve participation in professional development experiences for Paraprofessionals.

The Association agrees to utilize its own State resources to assist in the planning and implementation of these activities should the administration so desire.

ARTICLE 24

SENIORITY

“Seniority” shall mean an employee’s continuous length of service in years, months, and days in the bargaining unit.

Notwithstanding this definition, the seniority of a Paraprofessional who has or shall have left this bargaining unit for other employment within the Agawam school system, and who subsequently returns to this bargaining unit, will be calculated by subtracting the time spent in such other employment in the Agawam school system from the employee’s total length of service in this bargaining unit.

Seniority shall not include time spent on any approved unpaid leave of absence, but no such leave of absence shall constitute an interruption of continuous service for purposes of calculating seniority.

The seniority of part-time employees shall be prorated in accordance with the relationship between the part-time employee’s regularly scheduled hours in a work week and the number of hours which constitute full-time employment for the employee’s job classification.

If an employee hired as a full-time employee is transferred or otherwise assigned to a part-time position other than by his/her own election, the part-time employee will continue to earn seniority as if employed on a full-time basis so long as a full-time position in his/her job classification is not offered to the employee.

Temporary employees whose period of temporary service is immediately followed by permanent employment in the bargaining unit will be granted seniority credit for that period of temporary service.

The administration of the schools shall tabulate and maintain a listing of seniority for unit members which will be forwarded to the Association and posted in each school building no later than October 31st of each school year.

Unit members will have thirty (30) days in which to challenge the posted seniority list; otherwise the list will become certified as official and unit members will waive all rights concerning challenges of the seniority list as posted. Future challenges of the seniority list will be limited to prospective applications from the previous official certified list.

ARTICLE 25

REDUCTION IN FORCE

It is recognized that it is the sole discretion of the School Committee to reduce staff because of a decrease in enrollment, fiscal constraint or any other reason. This Article does not apply to disciplinary actions.

“Reduction in Force” shall mean a general, overall reduction in the number of employees in the bargaining unit. “Reduction in Force” shall not address a situation as described in Article 5, B., 3., referencing 1:1 Special Education paraprofessionals whose students have left the system or have had their IEPs modified to eliminate the need for a 1:1 paraprofessional.

- A. In the event it becomes necessary to reduce the number of paraprofessionals in the bargaining unit, the School Committee will take into consideration length of service, ability and experience as specified in the job description(s) for the position(s) and, when all the factors that constitute ability and relevant experience are relatively equal, length of continuous service in the bargaining unit shall prevail. The paraprofessionals in eliminated positions, in order of seniority, will be given the opportunity to request assignment to available positions based upon their qualifications and experience. However, the final decision regarding the assignment of paraprofessionals will be at the sole discretion of administration and is not subject to the grievance and arbitration procedure.
- B. In determining relevant experience, the ages, needs, types of handicap and severity of handicap, if any, of the students with whom a paraprofessional has worked will be taken into consideration.
- C. The School Committee and the Association recognize that it is important not to disturb and established relationship between a student and a paraprofessional (1:1 as stipulated in an IEP) and therefore, if a reduction in staff becomes necessary during the course of the school year, the application of the factors provided in Paragraphs A and B above may be delayed until the start of the following school year in order to avoid disruption of a 1:1 individual paraprofessional relationship with a student.

In such a situation, the affected individual will be offered any existing vacancy or temporary position for which they qualify according to ability and relevant experience.

Should such vacancies or positions not exist, the individual will be laid off according to the provisions of the Article. However, such period of layoff would terminate at the start of the next school year, at which time the aforementioned reduction in force would be effectuated.

- D. Paraprofessionals who have been laid off shall be entitled to recall rights for a period of twelve (12) months from the effective date of layoff.

During the recall period, paraprofessionals shall be notified by certified mail to their last address of record and given preference for positions as they develop, in the inverse order of their respective layoffs, and all benefits to which a paraprofessional was entitled at the time of layoff shall be restored in full upon re-employment within the recall period.

During the recall period, paraprofessional who have been laid off shall be given consideration for substitute paraprofessional work if they so desire.

ARTICLE 26

RETIREMENT BENEFIT

Upon retirement or death, the employee or his/her beneficiaries shall be entitled to one day's pay for every four accumulated sick day above thirty. Effective September 1, 2010, maximum accumulated sick leave days will not exceed one hundred and fifty (150) days in determining this retirement benefit.

ARTICLE 27

GENERAL

Paraprofessionals who are hired to perform health related services for students or volunteer to carry out such duties will only do so in the presence of another staff person in a location suitable for such purposes. All such paraprofessionals will receive training in the rendering of such services prior to any assumption of responsibility for such duties.

A Paraprofessional who provides one-to-one service to an eligible student shall be afforded the opportunity to provide input to the eligible student's TEAM at review or re-evaluation meetings.

ARTICLE 28

NON-DISCRIMINATION

It is the policy of the Agawam School Committee to abide by the letter and spirit of the laws of the Commonwealth and of the United States that guarantee the equal and unbiased treatment of all students, parents, and employees of the Agawam Public Schools. The General Laws cited in the policies generally require that no person 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, gender identity, or sexual orientation.

Further, it is the policy of the Agawam Public Schools to not permit unlawful discrimination on the basis of sex, including, but not limited to, sexual harassment as defined pursuant to Title VII of the Civil rights Act of 1964, Title IX of the Educational Amendments of 1972 and M.G.L. Chapter 151B, §1 (18). Sexual harassment is also prohibited in the workplace by M.G.L. Chapter 151A, §25. All persons have the right to be free from sexual harassment (M.G.L. Chapter 214, §1); therefore, sexual harassment in any form is strictly forbidden in school, on school grounds, or at school-related activities.

ARTICLE 29
PROBATIONARY PERIOD

New employees shall serve a ninety (90) work day probationary period. During the probationary period, an employee may be disciplined and/or discharged without recourse to the grievance and arbitration procedure.

ARTICLE 30
TERM

The term of this contract shall be from July 1, 2016 to June 30, 2019.

AGAWAM EDUCATION ASSOCIATION

Signed and sealed on
In the presence of:

Lisa O. Bruno
To Agawam Education Association
Members

Thomas Denton
Thomas Denton, President

Laurie A. McCaslin
, President of the
Paraprofessionals

AGAWAM SCHOOL COMMITTEE

William Sapelli
To Agawam School Committee
Members

Anthony C. Bonetto
Carmine Minic
Wendy Rua
Wendy Rua
B. B.
Chester M. Byette, Jr.
Richard A. Cohen