

CONTRACT

between the

AGAWAM SCHOOL COMMITTEE

and the

AGAWAM EDUCATION ASSOCIATION
EDUCATIONAL SUPPORT PERSONNEL,
UNIT B

affiliated with the

MTA and the NEA

JULY 1, 2025

Through

JUNE 30, 2028

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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, online paraprofessionals, enrichment paraprofessionals, and library/media paraprofessionals 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 workforce, 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 in writing 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. The 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, i.e. PLC, Staff, or Special Services program, as determined by the building Principal or his/her designee. Said meeting shall be one (1) hour in duration. 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. If a paraprofessional is required to attend the meeting and does not attend, one hour of pay will be deducted from that paraprofessional's pay.

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 Paraprofessionals and Enrichment Paraprofessionals shall be one hundred eighty-three days (183). Paraprofessionals hired after January 1, 2008 and who are assigned to the Applied Behavioral Analysis (ABA) program 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 EPs), will normally be one hundred eighty-two (182) days, unless the student for whom they deliver services leaves the system or has his/her EP modified to eliminate the services of an individual Paraprofessional.

In such an event, the administration will reassign the displaced 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 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 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. 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.
7. Summer Break Employment: During the summer break, paraprofessionals covered by this MOU shall not be required to work, unless they voluntarily agree to do so. There will be no mandatory summer assignments for paraprofessionals.
8. Voluntary Summer Assignments: Paraprofessionals may choose to work during the summer break on a voluntary basis. Paraprofessionals may apply to job postings for open assignments. Any such voluntary assignments will be offered based on the needs of the School District and the availability of paraprofessionals. The School District shall determine which, if any, paraprofessionals are selected to work the assignments.
9. Compensation for Voluntary Summer Assignments: Paraprofessionals who choose to work during the summer break on a voluntary basis and are chosen to do so shall be compensated at their contractually agreed upon hourly rate.
10. Notification: The School District shall provide timely notification to paraprofessionals regarding any voluntary summer assignments and the terms of compensation.

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.

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 I 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. Paraprofessionals shall be evaluated by the building principal 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 professional development days, clerical work may be assigned. 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, Juneteenth if bargaining unit members are required to work after Juneteenth, and Labor Day if bargaining unit members are required to work before Labor Day. In order to receive compensation for the above-referenced holidays, the bargaining unit member must actually work the work day before and after the holiday and/or provide a written physician statement verifying the need to take a sick day if requested by the District.

B. Longevity Schedule:	2025-2028
After 5 years	\$674
After 10 years	\$827
After 15 years	\$981
After 20 years	\$1,134
After 25 years	\$1,284

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.

Said longevity payment shall be made in November of each year, and will only be made to employees who are on the payroll as of the date said payment is issued. However, if an employee provides written notification to the Superintendent on or before June 1st that the employee is retiring or resigning prior to the commencement of the following school year, said employee shall receive the payment prior to June 30th. In addition, the Superintendent in the Superintendent's discretion can allow notification after June 1 in the event of exigent circumstances.

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) work days to be taken within seven (7) consecutive calendar days upon the death of their spouse, child or step-child, mother and father, step-parent, legal guardian, individual living in the employee's immediate household; and up to three consecutive work days to be taken within five consecutive calendar days upon the death of their son-in-law, daughter-in-law, grandparent, grandchild, mother-in-law, father-in-law, brother, sister, step-brother, step-sister, and significant other. Three (3) of the bereavement

days listed above may be taken within six (6) months of the death to attend a memorial service. An employee shall be granted one (1) calendar day of bereavement leave upon the death of their aunt, uncle, niece, nephew, brother-in-law, or sister-in-law for the purpose of attending the funeral. An employee may extend their bereavement leave by utilizing personal leave as described above 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 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. Although the paystub will show a full crediting of sick days upon employment, employees are only able to use the prorated amount that has been earned at the point the request to use sick leave has been made. In the event an employee uses more than the earned amount prior to separation of employment, the unearned amount shall be deducted from the employee's final paycheck. 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 five (5) consecutive school days or ten (10) cumulative 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. Paraprofessionals may not take two (2) or more personal days in a row, unless advance written permission is granted by the Superintendent or designee, which permission shall not be unreasonably withheld. Any unused personal days will rollover to the next contract year, and will be converted to accumulated sick leave.

Personal days cannot be used during the 90-day probation period for newly hired paraprofessionals. However, an employee may submit a request to the Superintendent in writing to use one (1) personal day during said time period due to unique circumstances. The Superintendent's decision is not subject to the grievance and arbitration procedure. Although the paystub will show a full crediting of personal leave upon employment, employees are only able to use the amount that has been earned at the point the request to use personal leave has been made. In the event an employee uses more than the earned amount prior to separation of employment, the unearned amount shall be deducted from the employee's final paycheck. Personal days will be earned at a rate of three-tenths (0.30) days at the end of each month during the first year of employment to a maximum of three (3) days.

An employee who uses three (3) or less sick leave days in a contract year will be allowed to carry over up to three (3) personal leave days to the following year (instead of converting to sick leave days) up to a maximum of six (6) personal leave days in any contract year.

- F. Family Illness: Paraprofessionals covered by this agreement shall be entitled to use up to twelve (12) 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: members who live in your household, or your spouse, child, parent.

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:
 - a. Effective July 1, 2025, \$1.00 per hour wage increase.
 - b. Effective July 1, 2025, add a new step which shall be reached upon completion of twenty-four (24) cumulative years of service in the Agawam Public Schools which shall initially be 1.5% greater than the current top step.
 - c. Effective July 1, 2026, 2.5% wage increase. Add a \$1.00 per hour differential for sub-separate classrooms. Sub-separate classrooms are

defined as Aspire, ABA (including the 18-22 year-old Strive ABA program), Connections, ILC, and TLC.

- d. Effective July 1, 2027, 3.0% wage increase. Increase the differential for sub-separate classrooms by \$1.00 per hour. Sub-separate classrooms are defined as Aspire, ABA (including the 18-22 year-old Strive ABA program), Connections, ILC, and TLC.

Compensation tables are listed on pages 29-30.

- C. 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.
- D. 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.
- E. 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.
- F. 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 land 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 June 15.

- J. If an employee is notified prior to June 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.

Any employee who has worked at least one thousand (1,000) hours in the last twelve (12) months (using the rolling calculation method) who has met the other FMLA requirements shall be eligible for leave equivalent to that allowed pursuant to the FMLA (note: the leave is not covered by the FMLA).

ARTICLE 17

JURY DUTY

A paraprofessional actually serving on jury duty on a workday, or who actually reports to the Court for jury service as required by said Court for any portion of a workday, shall receive his/her regular rate of pay for each day served, reduced by the amount of jury pay, if any, received from the Court. Jury pay, however, shall not include any meal or travel expenses paid by the Court. Jury pay received for service on non-working days shall not be deducted from a paraprofessional's pay. Paraprofessionals are required to check with the court the night prior to scheduled jury duty to determine if they are required to appear. If not, paraprofessionals are required to report to work.

A paraprofessional serving on jury duty shall furnish the Superintendent or designee with written documentation with respect to days actually served on jury duty, days or any portion of a day the paraprofessional reported to the Court for service as required by the Court, and the amount of jury pay, if any, (not including meals or travel expenses paid by the Court) received from the Court.

A paraprofessional on call for jury duty shall notify the Superintendent or his/her designee as soon as possible if he/she is scheduled to serve on jury duty the next day.

ARTICLE 18

STATUTORY LEAVE

The Committee agrees to provide unpaid leave in accordance with the Small Necessities Leave Act, and the Domestic Violence Leave Act.

ARTICLE 19

COMMITTEE MEETINGS

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

ARTICLE 20

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 21

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.

Employees who are out due to a worker's compensation injury are not allowed to utilize their paid leave (e.g., personal leave, sick leave, vacation leave, compensatory time, etc.) to supplement their pay. If the injury is due to a student assault, the first five (5) day period shall be paid leave without the use of sick leave.

ARTICLE 22

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 less 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. In the event a paraprofessional provides such coverage 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 \$20 per hour for the entire time that coverage was provided including the first class period forty-five (45) minutes of coverage. The coverage must be served consecutively in order to receive additional compensation. The Building Principal and his/her designees retain the right to schedule paraprofessional as substitutes in a manner that will best fit the needs of their buildings, but will not schedule such substitutes with an intent to purposefully avoid compensation under this clause.

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 \$20 per hour.

Enrichment and Title 1 paraprofessionals that take student groups will not receive coverage pay for a teacher at the start of the school year and the end of the school year when their groups are not formally in session. Once groups formally start, Enrichment and Title 1 paraprofessionals will receive coverage pay, even if groups are cancelled temporarily. Additionally, Enrichment paraprofessionals also provide meeting coverage one (1) day per week throughout the school year, for which they are not paid extra.

ARTICLE 23

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 24

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 25

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.

In the event administration requests that a paraprofessional provide professional development, the paraprofessional shall be compensated at the rate of Forty Dollars (\$40.00) per hour for the planning time conducted outside of the normal work day in an amount no greater than the length of the presentation itself. In the event a paraprofessional provides the same presentation more than once in a school year, the amount of planning time must be pre-approved by the Superintendent.

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.

The parties shall create a Professional Development Committee composed of three representatives selected by the Agawam Education Association and three representatives selected by the Superintendent or designee. The committee shall be tasked with creating a calendar of professional development offerings by no later than the beginning of the school year. The committee shall also be charged with identifying professional development choices offered to teachers that paraprofessionals would benefit from attending because of their shared work with students.

Course Reimbursements:

The Agawam School Committee will set aside a total amount of \$7,500 per year (July-June) to be used for the specific purpose of educational tuition reimbursement. The breakdown of tuition will be \$2,500 for fall courses, \$2,500 for spring courses, and \$2,500 for summer courses (i.e., fall, spring, and summer courses defined by colleges, universities, or recognized organizations providing the courses). Courses must be taken for the purpose of obtaining a teacher's license and must be in an area judged to be of benefit to the school system. To be eligible for tuition reimbursement under this Article, prior approval must be obtained from the Superintendent.

Individual members of the bargaining unit are limited to tuition reimbursement of up to \$650 per school year provided the following criteria has been satisfied:

a.) The paraprofessional requesting said reimbursement has requested approval at least fourteen (14) days prior to the expected date of the course and provided sufficient information to the Superintendent for his/her review.

b.) The paraprofessional has submitted an official transcript with a passing grade of B or higher grade in the course at an accredited institution and meets the rigorous requirements of the District.

c.) The paraprofessional has produced an invoice from the college/university showing the tuition paid by the paraprofessional.

All pertinent paperwork must be submitted within 60 days of the conclusion of the course. If the course overlaps two fiscal years, the employee must notify Central Office of the overlap no later than June 30th in order to be reimbursed. Once the paraprofessional has submitted the necessary paper work, including transcript, payment will be made within 30 days.

Any reimbursement monies remaining at the end of the fall will roll over into the spring pool of monies, and all monies remaining at the end of the spring will roll into the summer pool of monies. Any money left over as of June 30th will revert to the general budget.

In the event that the total of the requests for reimbursement is higher than the amount available for reimbursement, the actual reimbursement to each employee will be decreased on an equitable basis based upon the funds available.

ARTICLE 26

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. In order to receive seniority credit for a full year, employees must have actually worked 90 days or more in the school year.

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 27

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 1:1paraprofessional.

- 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 28

LIGHT DUTY

The District may require an employee on leave due to injury to perform light duty.

Light duty is intended for injured employees who are expected to return to full duty within a reasonable time. Light duty may be required only if the employee's or District's physician finds that the employee is physically capable of performing the light duty assignment proposed by the District, examples of which shall be detailed in writing. If the employee's physician and the District's physician disagree as to the employee's physical capability for such duty, the employee and the District shall jointly designate a physician agreeable to both, who at the District's expense, shall examine the employee and render a written medical opinion as to the employee's fitness to perform light duty assignments. Such opinion shall be binding on both parties. During the assignment, the procedure described above may be re-established at the request of the District's or employee's physician.

If an employee has been determined to be capable of performing light duty, and is assigned to light duty, the employee shall be placed on the employee's normal work schedule, unless otherwise mutually agreed upon by the employee and the District.

The employee shall be eligible for all rights and benefits without proration provided under this contract. The District shall make reasonable accommodations to assist in the rehabilitation of the employee's injury.

Light duty under this article shall refer to work presently performed by bargaining unit personnel which shall not aggravate or hinder the healing of the employee's injury.

To the extent possible, reasonable accommodations shall be made to minimize the perception that the employee is eligible or expected to perform full duty assignment.

No light-duty assignment shall commence unless the District has received a report from a physician or the physician's designee, identifying the actions the employee is prohibited from performing. The report shall also include the anticipated date of return to full duty and the date of the next medical appointment.

ARTICLE 29

RETIREMENT BENEFIT

Upon retirement from Agawam, or death (while employed by Agawam), paraprofessionals or their estate shall be entitled to one (1) day's pay for every four (4) days of accumulated sick days above thirty (30), with the net effect then being that a paraprofessional may receive compensation for up to a total of thirty (30) days maximum. Effective September 1, 2010, maximum accumulated sick leave days will not exceed one hundred and fifty (150) days in determining this retirement benefit. Employees who retire after twenty (20) years of service will also receive a one-time bonus of One Thousand Dollars (\$1,000). The Superintendent must be notified of a paraprofessional's intent to retire by January 1st of the year preceding retirement in order to budget. A paraprofessional may rescind his/her retirement notice no later than sixty (60) days prior to the effective date of retirement, unless a material change in personal circumstances warrants otherwise. A paraprofessional may submit a letter of intent to retire after January 1st of the year preceding retirement; however, if the paraprofessional does so, the Committee has the option to defer payment to the fiscal year following the date of notification.

ARTICLE 30

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 31

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, pregnancy, pregnancy related condition 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 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 151 A, §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 32
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 33
TERM

The term of this contract shall be from July 1, 2025 to June 30, 2028.

AGAWAM EDUCATION ASSOCIATION

Signed and sealed on : _____

In the presence of:

[Name] , President

To Agawam Association Members

[Name], President of the Paraprofessionals

AGAWAM SCHOOL COMMITTEE

To Agawam School Committee Members

