

CONTRACT

BETWEEN

SHREWSBURY SCHOOL COMMITTEE

AND

**SHREWSBURY PARAPROFESSIONAL
ASSOCIATION**

August 27, 2012 – August 26, 2015

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ARTICLE I

PRELIMINARY MATTERS

A. Parties

This Agreement is made and entered into on June 6, 2012, by and between the Shrewsbury School Committee (hereinafter referred to as the "COMMITTEE") and the Shrewsbury Paraprofessional Association (hereinafter referred to as the "ASSOCIATION").

B. Preamble

- (1) Whereas, pursuant to the provisions of the General Laws of the Commonwealth of Massachusetts, the COMMITTEE and its designated representatives have met with representatives of the ASSOCIATION, and the parties have fully considered and discussed all proposals by either party as to salary, hours, and other conditions of employment.
- (2) Now, therefore, the COMMITTEE and the ASSOCIATION agree on the following provisions:

C. Scope

- (1) The Agreement includes all of the agreements reached by the parties respecting matters pertaining to wages, hours, and other conditions of employment of employees covered by this Contract.
- (2) If any provisions of this Contract, or any application of this Contract to any employees covered by the terms of this Contract, shall be found contrary to law, such provision or application shall have effect only to the extent permitted by law, but all other provisions or applications of this Contract shall continue in full force and effect.
- (3) The parties further recognize and agree that, except as otherwise specifically provided by this Agreement, the COMMITTEE continues to retain, whether exercised or not, the right to exercise, in its sole discretion, the duties, powers, responsibilities, and rights provided by the laws of Massachusetts, and the applicable rules and regulations of administrative agencies issued under such laws, in the control, direction, and management of the SHREWSBURY SCHOOL SYSTEM.

D. Recognition

- (1) For the purposes of Collective Bargaining with respect to wages, hours, standards of productivity, and other conditions of employment, the negotiation of a Contract and any questions arising there from, the COMMITTEE recognizes the ASSOCIATION as the exclusive bargaining agent and representative of all full

time and regular part time Certified Occupational Therapy Assistants (COTAs), Tutors, Speech Pathology Assistants, and Aides employed by the Shrewsbury School Committee, including all Instructional Aides, Child Specific Aides, Applied Behavioral Analysis Technicians (A.B.A technicians), Media Aides, and excluding all confidential, managerial, casual, and other employees.

- (2) By the recognition set forth above, this Contract shall not bar any or all of such employees as are excluded from "Unit D", as set forth herein, from seeking such separate representation as is permitted by the laws of the Commonwealth of Massachusetts.
- (3) Nothing herein contained shall be construed as barring individual discussion between any member or employee of the COMMITTEE and any employee covered by this Agreement of any matter of peculiar concern to either; but no such discussion shall diminish or qualify in any way the rights and duties of the ASSOCIATION and the COMMITTEE, respectively, under paragraph (1) above of this Article I, Section D.

E. CODE OF ETHICS

The Shrewsbury Paraprofessional Association and the Shrewsbury School Committee each recognize and support the principles set forth in the Codes of Ethics of the National Education Association and the Massachusetts Association of School Committees.

ARTICLE II

SALARIES

A. The salary schedules are included in Appendix A.

2012/13: 0% increase with no step increases. The funds allocated for step increases will be distributed to the paraprofessionals based on the following formula:

Years of service as of September 1, 2012 but on payroll as of May 1, 2012

Years of Service	Lump Sum Payment
10 or more	\$500
5 but less than 10	\$350
3 but less than 5	\$225
2 but less than 3	\$150
Less than 2	\$100

Payment to be included in payroll check of December 12, 2012

2013/14: 1.5% increase with regularly scheduled step increases

2014/15: 1.5% increase with regularly scheduled step increases

B. Payment of Salaries

A. Payment of Salaries

(1) All persons on the paraprofessional salary schedule will be paid in bi-weekly installments consistent with pay schedules developed each year and distributed to staff at the start of the school year.

(2) Employees scheduled to work on a part-time basis shall have the salary set forth in Appendix "A" and benefits set forth herein pro-rated in accordance with the proportion of the regular work week for which they are employed.

B. Child Specific Aide Stipend

An Instructional Aide who is assigned to work as a Child Specific Aide (as required in the student's IEP) will receive an annual stipend of \$200, payable at the end of the school year. The stipend will be pro-rated for an individual who is assigned as a Child Specific Aide for part of the year.

C. Payroll Deductions

(1) State and Federal Taxes and Retirement Deductions will be made as required by law.

- (2) Group Life Insurance and MTA Long Term Disability Insurance. The Town Plans are available on an elective basis for all school employees. Deductions are made each pay period.
- (3) Dues for the NEA, MTA and the Shrewsbury Paraprofessional Association, when authorized individually and voluntarily by an employee, will be deducted each pay period in such equal amounts as to complete the authorized deduction by the end of June. Money deducted as dues will be paid to the ASSOCIATION Treasurer. Where the amount deducted is rounded off to permit equal deductions in each pay period, the ASSOCIATION Treasurer will reimburse the individual from the ASSOCIATION Treasury.
- (4) Premiums for approved Accident and Health Insurance, when authorized individually and voluntarily by an employee, will be deducted each pay period.
- (5) Payments to the Shrewsbury M.E. Federal Credit Union, when authorized individually and voluntarily by an employee, shall be deducted each pay period.
- (6) Annuity Payments, when authorized individually and voluntarily, by an employee and purchased by the COMMITTEE shall be deducted each pay period.
- (7) The employee's share for Health Care Insurance will be paid on a before-tax basis. Participation in the program is optional. An employee wishing not to participate must file a waiver form with the Town Treasurer's Office.
- (8) The COMMITTEE will vote to accept the provisions of G.L. Chapter 180, Section 171. Employees may authorize the COMMITTEE to deduct from their salary a contribution to Voice of Teachers for Education of an amount which the employee shall specify in writing. The COMMITTEE will certify on the payroll the amount to be deducted by the Treasurer. Such amounts shall be transmitted to the Massachusetts Teachers' Association within thirty (30) days.
- (9) Election of changes in any of the above deductions shall be made in writing to the Superintendent of Schools.

ARTICLE III

CONDITIONS OF EMPLOYMENT

A. Previous Employment

- (1) The salary schedule placement of Unit D Personnel employed for the first time in Shrewsbury shall be determined by the Superintendent based on an evaluation of the individual's training and experience. Once placed on the schedule, the conditions of the Contract shall apply equally to all employees.
- (2) Paraprofessionals who had previous school experience in elementary or secondary schools prior to joining the faculty of the Shrewsbury Public Schools shall have this prior experience taken into consideration in determining placement on the salary schedule.
- (3) Previously accumulated unused Sick Leave Days within the Shrewsbury School system will be restored to all returning paraprofessionals.

B. Work Day

- (1) The Employer shall schedule the work day of each employee. All employee hours worked shall be consecutive.
- (2) Prep Time:
 - (A) All ABA Techs shall have one half hour daily of paid uninterrupted preparation time for the purpose of preparation and/or record keeping.
 - (B) Media Aides may be pulled from their facility 225 minutes per week to cover duties in other parts of the school building. No individual duty shall exceed forty-five (45) minutes.
- (3) All employees who work at least 4 hours will be provided with on half hour of unpaid lunch time.
- (4) Paraprofessionals who are required by their supervisor to work longer than their scheduled workday shall receive compensation at their normal rate of pay for the additional hours. The additional hours will include, but not limited to the following: dismissal duty, field trips (where the departure and/or arrival time is beyond the regular work schedule), meetings involving an educational matter where the paraprofessional is required to attend, and other before and/or after school-related activities where the paraprofessional is requested to attend by the supervisor. A paraprofessional shall not receive compensation for additional hours that are not required by the supervisor. For any hours worked beyond 40 hours in a week, the compensation shall be time and one-half of the normal hourly rate.
- (5) Staff Meeting: Effective with the 2012/13 school year paraprofessionals will be invited to attend six 30-minute staff meetings. Attendance, while strongly

encouraged, is not required. Each building will schedule the meetings either before and/or after school. The principal will consult with the paraprofessional building leadership before scheduling if the time will be before or after school. In some cases the meeting(s) may coincide with the regular teacher faculty meeting. Time for attending the meeting will be paid time at the paraprofessional's regular rate of pay, not to exceed thirty (30) minutes per meeting. If a paraprofessional does not attend the meeting the paraprofessional is still responsible for following up with another paraprofessional to be sure he/she is updated on the agenda items discussed at the meeting.

C. Work Year

1. The work year for all employees will consist of the student days, consistent with the school calendar, and the one (1) non-student day at the start of the school year. Part-time staff will be required to work the full day on the non-student day at the start of the school year. Part-time staff will be paid for the additional time, if any, worked on this non-student day.

ABA Technicians are required to work a summer program, the length of which is determined by the Director of Special Education.

Media Aides may be required to work up to an additional ten (10) days. The scheduling of the additional days may include days before or after the regular student days, as well as time during scheduled school vacation weeks. Media Aides may only work these additional days if required to do so and such requirement will be in writing by the Director of Technology or designee. With the approval of the Director of Technology or designee the additional days may be worked as either full days or half days. The half-time media aide assigned to Floral Street School shall be allowed, upon the approval of the Director of Technology or designee, to utilize not more than five (5) of the above-referenced 10 additional days to work a full-time schedule at the start of the school year to assist in the annual start-up of the media center.

2. Every effort will be made to notify ABA Technicians by mid-April as to the dates, hours and location of the summer program. In the event an ABA Technician is not assigned to the summer program due to the student's Individual Education Plan (IEP), the ABA Technician will be offered the opportunity to work the summer program as a Child Specific Aide or floater, while still receiving the pay and benefits of his/her role regular ABA Technician position. These assignments will be based on seniority. An ABA Technician who is not assigned to the summer program due to the student's IEP not providing a summer component, will have the option not to work the summer program for the specific year.

3. Paid Holidays: All employees covered by this agreement shall receive the following eight (8) paid holidays: Columbus Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Day, President's Day, Patriot's Day, and Memorial Day. ABA Technicians who are required to work the summer program will also receive the following paid holidays: Labor Day, Veteran's Day, and the Day after Thanksgiving. Effective with the 2014/15 school year, Labor Day will be added as a paid holiday for all staff. Effective with the 2014/15 school year, ABA Technicians who are required to work the summer program will receive Independence Day as a paid holiday.

D. School Calendar

- (1) The establishment of the annual school calendar shall be a function of the COMMITTEE. However, before a school calendar is established or changed, the ASSOCIATION shall be consulted. The results of any such consultation, however, shall not be binding upon the COMMITTEE.
- (2) Should days, in addition to the voted Calendar snow days, be lost because of bad weather, or other emergencies, the number of days lost will be added at the end of the school year to comply with the State Law and State Department of Education Regulations.
- (3) If the opening of school is delayed for a weather-related reason, the paraprofessionals shall be paid for the length of the delay, provided they report to work at the delayed opening time. If a paraprofessional does not report to work consistent with the delayed opening time, the paraprofessional will be paid only for the time worked. If a paraprofessional is absent for the day the day shall be treated as a full day absence. If a paraprofessional works a part-time schedule and the normal reporting time is at or beyond the delayed opening time, the paraprofessional shall report to work at the regularly scheduled reporting time. Similarly, if school is dismissed early for a weather-related reason, paraprofessionals shall be allowed to leave work early once the student dismissal process has been completed. Paraprofessionals will be paid for the lost time due to the early dismissal. If a paraprofessional does not remain at work until student dismissal is completed, the paraprofessional shall only be paid up to the time of his/her departure.

E. Working Conditions

- (1) Employees who work a four day work week may trade off days provided that regular coverage is provided and the building principal agrees.
- (2) When a day off falls on the regular scheduled work day of a four day employee, the employee may, with prior approval from the building principal, elect to work his/her normally scheduled off day.

F. Termination of Employment Contract

- (1) No paraprofessional working one or more years shall be discharged, suspended, reduced in rank or compensation or reprimanded without good cause. The question of good cause may be grieved at the discretion of the Association.
- (2) An employee may resign from his employment Contract by giving written notice of his intent to resign to the Superintendent of Schools at least fourteen (14) calendar days in advance of the effective date of the resignation.
 - (a) If a satisfactory replacement is obtained, prior to the effective date of the resignation, the resigning employee may request to be released from his/her obligation to work out his resignation notice.

G. Vacancies

The parties acknowledge that paraprofessionals are assigned according to the needs of the district.

1. When vacancies in a bargaining unit position occur, notice of said vacancies shall be posted as soon as district is made aware of the vacancy. Staff will be electronically notified by email of the posting on the District's website. The posting period will be seven (7) calendar days. Written notice of such vacancies shall also be given the Association President at the same time. Unless mutually agreeable by both the receiving and sending principals, the actual transfer will not occur until the start of the following school year.
2. Qualifications, requirements, duties, salaries and other pertinent information shall be included in the notice and will not be changed prior to an appointment unless the President of the Association has been notified in advance of such changes.
3. Paraprofessionals who desire to fill any paraprofessional vacancy may apply, in writing Superintendent or his designee. Paraprofessionals shall submit a letter of interest detailing his/her current assignment, responsibilities, previous assignments, education level and/or any other information that the paraprofessional believes relevant to the position sought.
4. If more than one qualified bargaining unit member applies the employer may choose which bargaining unit member is selected for the vacancy, based on qualifications. In the event there are equal qualifications, the bargaining unit member who is most senior shall be awarded the position. Upon written request a Paraprofessional will be notified in writing as to the reason why s/he did not receive the requested transfer.

If an involuntary transfer from one building to another is necessary, the least senior paraprofessional within the specific employee group (e.g. ABA Technician, instructional aide, tutor, etc) may be transferred, unless in relationship to the specific skill set and training, the transfer would not be in the best interest of the educational process. Such an involuntary transfer from one building to another may be made only after a meeting between the paraprofessional involved, the Association, and the Director of Human Resources, at which time the Paraprofessional will be notified in writing of the reason for the transfer. If the least senior Paraprofessional is not transferred, an explanation will be provided that respects the privacy of those involved. If the reason is legally protected, the reason will not be provided. When a Paraprofessional is involuntarily transferred, appropriate training will be provided, if necessary. The nature of the appropriate training will be determined by the principal or designee.

If a paraprofessional is involuntarily transferred for an enrollment-related reason, and then a vacancy occurs at the former school, reasonable efforts will be made to allow the displaced paraprofessional, upon request, to return to the former school. However, such assignments will be based on the overall best interests of the student. The decision as to the best interest of the student will be determined by the professional teacher/coordinator.

If a child specific aide or an ABA Technician is assigned to a student and the student is temporarily out of district (e.g. illness, hospitalization, personal family reasons, etc), the impacted paraprofessional may be reassigned to another position either in their own building or possibly another school until the student returns to school. In the event it is determined that the student will not return to school a reasonable effort will be made to re-assign the impacted paraprofessional to another assignment. A similar process will be followed if a student who is

assigned to either a child specific aide or an ABA Technician moves out of the district or is enrolled in an out-of-district placement. However, if no other assignment is available the least senior paraprofessional in the job classification will be laid off in accordance with the reduction in force language in Article VII and the impacted paraprofessional will be reassigned to this position.

Paraprofessionals shall be notified in writing of any changes in their school assignment as soon as practicable and under normal circumstances by the last student day of the school year. In the event of a change in circumstances or conditions, such assignments may be changed as required to meet the situation and the paraprofessional(s) concerned will be notified before the opening of schools.

Paraprofessionals who desire a change in assignment or who desire to transfer to another building for the next school year shall file a written statement of such desire with the Superintendent of Schools or his designee.

H. Agency Service Fee

All members of the bargaining unit shall be required as a condition of their employment, to pay an agency service fee. Said fee shall be in an amount and be implemented as prescribed under G.L. c.150E and the regulations of the Massachusetts Labor Relations Commission there under.

For such employees, 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. The COMMITTEE shall not be responsible for the implementation, collection or enforcement of the agency service fee, except that it will supply any required documentation to establish that a person is a member of the bargaining unit subject to the fee, and it will grant one (1) representative of the ASSOCIATION such paid leave as is reasonably necessary for court appearances to collect the fee.

In the case where a paraprofessional is opposed to being a member of NEA, MTA or SPA they may pay an agency fee. The agency fee will be put in the Shrewsbury Paraprofessional Association Student Enrichment Fund.

The ASSOCIATION agrees that it will indemnify and hold the COMMITTEE harmless for any action taken against an employee as a result of this agency service fee agreement, including but not limited to any legal expenses incurred.

I. Paraprofessional Staff

The ASSOCIATION and the COMMITTEE recognize that paraprofessional staff will be deployed flexibly based upon student needs within buildings.

J. Temporary Employment

From time to time it is necessary to hire an individual for *temporary employment* in the SPA unit. Examples include filling in for an SPA employee who is on an approved leave, including maternity leave; working with a student on a temporary basis while a decision is made relative to

the needs of the student; filling in for a SPA member who has been selected to fill a temporary vacancy in a teaching position. The following guidelines will apply:

If the temporary position is a new position the new hire will only be classified as a temporary employee for a maximum of 90 calendar days. If the employment exceeds 90 days the employee will then be considered a regular employee and be entitled to the full benefits of the contract. During the first 90 days of such temporary employment the individual will not be covered by the union.

In cases where the temporary employment is due to providing substitute coverage for a leave of absence and the employee on leave is expected to return to work, the temporary employment will be in effect until the employee returns from leave. In these situations the substitute employee is not covered by the terms of the contract.

ARTICLE IV

PROFESSIONAL IMPROVEMENT

A. Tuition Reimbursement

Each school year a pool of \$10,000 will be made available on an annual basis for tuition reimbursement. A paraprofessional must have completed one year of service as a paraprofessional in Shrewsbury, prior to the start of the course, to be eligible. A paraprofessional will be limited to a maximum reimbursement of \$400 per year. The \$400 will be applied to tuition and fees (texts/materials are excluded). The course must be work related or part of a degree program leading to educator licensure. A grade of B or better is required to receive reimbursement. If the course is a Pass/Fail course, the course shall not be eligible for reimbursement. A course approval form, available on the district website, must be submitted and approved in writing by both the principal and the Director of Human Resources prior to the third class of the course. If such prior approval is not obtained the employee shall not be eligible for reimbursement.

B. Professional Development

Effective with the 2012/13 school year, a professional development committee will be established. The committee will meet during the school year to discuss professional development program offerings that will benefit the SPA. The offerings may include workshops to be held on professional development days, after- school workshops/course, and summer courses. The make-up of the committee will include five (5) paraprofessional representatives and three (3) representatives from the administration: the Assistant Superintendent, the Director of Special Education/Pupil Personnel, and the Director of Human Resources. Program offerings may include a cost to the attendees. Consistent with the language in section A (above), Tuition Reimbursement, paraprofessionals may utilize tuition reimbursement to offset these costs.

As funding permits, paraprofessionals may be invited to attend professional development sessions held on professional development days on an optional basis. The paraprofessional will be compensated at his/her regular hourly rate for such attendance. In cases where funding permits such attendance the Director of Human Resources will notify the paraprofessionals.

From time to time employees may be required to participate in specific job-related professional development or training (e.g. restraint training). If such training is outside of the normal workday for the employee, he/she shall be compensated at his/her regular hourly rate, subject to the overtime provisions as outlined in Article III (B). For this required training there is no cost to the employee.

ARTICLE V

LEAVES OF ABSENCE

A. Personal Days

Each employee shall be permitted three (3) Personal Days with pay and without reason each school year to be used for personal, legal business, household, medical or family matters which require the individual to be absent. Advanced notice is given whenever possible. Personal days shall not be taken for recreational and/or leisure activities.

(1) Employees, except for ABA Techs, in their first year of employment shall be eligible for two Personal Days. Should an employee be hired during the school, he/she shall receive a pro-rated amount of personal days.

(2) Unused days may be added to sick leave accumulation at the end of the school year.

(3) Personal Days may not be taken prior to or immediately following a school vacation or holiday except in case of an emergency and upon approval of the Superintendent of Schools.

(4) A personal day may be requested for Good Friday when Good Friday is a scheduled work day. However, there will be a maximum limit of ten percent (10%) of the paraprofessional staff allowed to take such personal day on Good Friday based on the order of the requests.

(5) Personal days will be converted into hours. In requesting personal time, the requests and related deduction of time shall be in a minimum of thirty (30) minute increments.

(6) When an employee has utilized all of his/her personal time the employee does not have a right to utilize unpaid time. When an employee has utilized all of his/her personal time, and the employee is faced with a serious personal matter, the employee may request to both the supervisor/principal and the Director of Human Resources to take unpaid time. Such request will be in writing and in sufficient detail to explain the need for the unpaid time. If the request is denied the denial shall not be subject to the grievance procedure.

When an employee arrives late for work he/she will not be automatically entitled to utilize personal time to make up for the time the employee is tardy in reporting to work. However, both parties recognize that from time to time there are unanticipated personal/household situations that occur, which result in the employee reporting to work late. In these cases the use of personal time is acceptable provided the employee communicates with the appropriate supervisor prior to the scheduled arrival time and the appropriate personal day request form is completed.

B. Temporary Leaves of Absence With Pay

Employees will be granted the following temporary leaves of absence with pay each school year upon the approval of the Superintendent of Schools.

- (1) Time necessary for appearances in any legal proceeding connected with the paraprofessional's employment with the Shrewsbury Public School or with the school system.
- (2) Up to five (5) school days at any one time in the event of death in the immediate family. Immediate family is construed to include only parent, parent-in-law, grandparent, grandchild, wife, husband, domestic partner, child, stepchild, brother or sister, or person residing in the immediate household as approved by the Superintendent of Schools. Three (3) days shall be provided in the event of the death of a brother-in-law, sister-in-law.
- (3) Paraprofessionals covered by this Agreement shall be granted up to three (3) days of leave in any one (1) school year for time actually lost for observance of a recognized major religious holiday of the religious faith to which such person belongs when such holiday falls on a day on which the person is required to work and when it is a tenet of the religion that the employee refrain from work on such holiday. The following are examples of "recognized major religious holidays" which may fall on a day on which the person is required to work:

Rosh Hashanah
Yom Kippur
Good Friday of the Orthodox Church

Notification by the person of his/her intention to take such leave shall be made to the appropriate administrator as far as possible in advance of such holiday, but in no event less than seventy-two (72) hours in advance of such holiday. Whether other days are "recognized major religious holidays" shall be determined by the Director of Human Resources upon request of the Association or the paraprofessional covered by the Agreement.

- (4) Association Day: The president and/or designees shall be released to attend meetings, conferences and/or conventions of the Massachusetts Teachers Association's Education Support Professionals (ESP) and/or the National Education Association's Education Support Professionals (ESP). The Association will notify the Superintendent or designee at least thirty (30) days in advance and in writing which representatives are to attend. The maximum number of cumulative hours for Association Days shall not exceed sixty (60) hours in a school year. A maximum of twenty-five (25) hours may be used for any one event, except for the MTA ESP Conference or MTA Annual Meeting, for which a maximum of thirty- six (36) hours may be used. Over the course of a school year the cumulative time for Association Days shall not exceed sixty (60) hours of work time. The paraprofessional will arrange for his/her own coverage for any scheduled duty assignments that will be missed as a result of such attendance.

C. Sick Leave

The purpose of paid sick time is to provide a continuation of income to Paraprofessional employees whose absences from work is necessitated by their personal illness or in the case of family illness, the illness of an immediate family member which requires the paraprofessional employee to provide direct care for this immediate family member. Sick leave provided by the district is to be used for the purposes intended. Abuse of the sick leave privilege affects the students, other staff, the school, and the district as a whole. Even though an employee may have accrued sick leave, you should keep in mind that the use of this benefit is permissive and not a

right of employment. Sometimes employees will remain at home simply because they do not feel well. Please be sure that you know the difference between sickness and not feeling well.

- (1) Any paraprofessional who shall be absent in any school year on account of personal sickness or any quarantine regulations of the Board of Health shall be granted Sick Leave benefits to the extent of their accumulated Sick Leave which shall be earned as follows:

- (a) ABA Techs who work an a full calendar year shall receive thirteen (13) days per year. All other employees covered by this contract shall be granted sick leave as follows:

First year of employment: One (1) day for every two (2) months worked, not to exceed five (5) days.

Second year of employment: Eight (8) days per year.

Third year of employment: Twelve (12) days per year.

- (2) (a) Paraprofessionals may accumulate Sick Leave to a maximum of one hundred twenty-five (125) days.
 - (b) Paraprofessionals may utilize up to five (5) days of their earned sick leave per year to care for sick members of their immediate families.
- (3) The annual sick leave amount will be pro-rated for those paraprofessionals who commence or end employment in the course of the school year.
 - (4) The COMMITTEE or the Superintendent may, if there is reasonable cause to believe there is an abuse of the Sick Leave Policy, require an examination of the employee by a COMMITTEE-selected physician. Said examination shall be at the expense of the COMMITTEE.
 - (5) When taking a sick day, an employee shall be compensated for all hours for which he/she was scheduled to work.
 - (6) Sick days will be converted to hours in proportion to the regular work schedule of the employee. Sick leave will be deducted in increments of one-half (1/2) hour.
 - (7) Recognizing that the Paraprofessional Annual Evaluation instrument includes attendance as a performance parameter, the following will be used to determine the appropriate performance rating:
Exceeds Expectations: less than 4 days (or the equivalent hours)
Meets Expectations: 4 or more days but less than 9 days (or equivalent hours)
Below Expectations: 9 or more days but less than 14 days (or equivalent hours)
Unacceptable: 15 or more days (or equivalent hours).

The parties recognize that absences due to illness vary from person to person and the evaluator is encouraged to take into account each individual case in completing the evaluation. For example, one employee may be out for a single period of illness for 12 consecutive workdays. This may be the only 12 days of absences for the entire year for this employee. Another employee may also have 12 days of absences, with the majority of the episodes in 1-2 day segments over the course of the school year. While the attendance of both employees fall into the “below expectations” category, the evaluator is encouraged to explain in the comment section of the evaluation, especially in the case of the 12 consecutive days, that aside from the 12 days of continuous absence the employee exhibited excellent attendance. In an attempt to recognize that in some cases the number of days out for illness can be heavily weighted by a single occurrence that results in the employee being absent for a lengthy period of time, the following will take effect for the 2012/13 school year. At the end of the year when the number of total absences is calculated each employee’s largest number of consecutive days of missed work due to illness will be considered one occurrence. For example, an employee who is out for 15 days for the year, and 12 of the 15 days are a single occurrence where the employee missed 12 consecutive workdays. The other 3 days of absences are 2 consecutive days and 1 individual day. In determining the number of absences for the purpose of the above absences, the 12 days will be treated as a 1 absence. The other 3 days will be considered as 3 days. In this case the employee will have 4 absences for the year for the purpose of the evaluation rubric. The comment section of the evaluation instrument is available for the evaluator to add comments.

- (8) Use of sick leave time for medical appointments. Regularly scheduled medical appointments for wellness visits are an appropriate use of personal leave. These absences are not to be reported as sick leave or family sick leave. However, if, as a result of a wellness visit, the employee receives instructions from the physician that an additional time sensitive test/procedure/appointment is necessary, the time for this time-sensitive absence can be either sick time or personal time at the discretion of the employee. In cases where an employee reports to work when not feeling well but then, as the day progresses, the employee calls for a same day doctor appointment, it is appropriate to use either sick leave or personal leave, at the discretion of the employee. An employee who has been out of work for at least five (5) consecutive school days due to illness and has a scheduled follow-up appointment with the physician within seven (7) work days after returning to work may utilize either sick leave or personal leave, at the discretion of the employee, for the follow-up appointment. An absence where an employee needs to transport an immediate family member to a medical appointment is generally personal time. However, in cases where the transportation is necessitated by the medical appointment/procedure rendering the family member unable to drive, the employee may utilize either family sick time or personal leave, at the discretion of the employee.

D. Wage Continuation

Paraprofessionals who have completed 5 years of service, per the SPA seniority list, as a paraprofessional as of June 13, 2012 shall be eligible for benefits under a short-term wage continuation plan for absences due to sickness or a non-work related accident (work-related accidents are covered through workers compensation). The disability plan will commence effective with the start of the 2012/13 school year on August 27, 2012.

To be eligible for benefits the employee must be medically unable to perform the responsibilities of his/her position for thirty (30) consecutive actual scheduled workdays. In addition, the employee must have exhausted all accrued sick leave and personal leave benefits. August 27, 2012 will be the earliest date that the thirty (30) consecutive workdays can start.

To be eligible for benefits the employee must be under the care of a physician and submit medical documentation, acceptable to the Director of Human Resources, to verify such employee is unable to work. The documentation must include the nature of the illness and the expected length of absence from work. Subsequent medical documentation may be required at the discretion of the Director of Human Resources. If such medical documentation is not supplied the absence may be considered as a leave without pay.

An employee who meets the above requirements will be eligible to receive income of fifty percent (50%) of pay for each scheduled workday the employee is considered medically unable to work. Benefits will continue for a maximum of 90 scheduled workdays. Payment will be made through the normal bi-weekly pay period schedule. Benefits will commence on the 31st scheduled workday that the employee is unable to work or on the scheduled workday following the use of all sick leave and personal leave benefits, whichever date is later.

A scheduled workday shall include the actual days an employee is scheduled to report to work, based on the specific work schedule of the employee. In most cases the scheduled workdays will only include the days that school is in session for students and the day that staff report to work just prior to the first day of school for students. However, a part-time employee who does not work a full 5-day per week schedule will only be credited for days that are scheduled workdays. Holidays (paid or unpaid), school vacation weeks, and days school is cancelled for weather-related reasons are not considered a scheduled workday. Summer workdays will be counted as scheduled workdays for ABA Technicians who are required to work the summer program as a condition of employment. Otherwise summer employment will not be considered scheduled workdays.

If the employee receives medical authorization to return to work for a schedule less than the normal work schedule, the disability benefit will be reduced proportionately. For example, if a full-time employee with a normal schedule of 6 hours per day is authorized to return to work for a half-day schedule, the disability benefit will be 50% of the benefit received when the employee was on full disability leave.

An employee who has utilized disability coverage under this plan shall, upon termination of said coverage, be ineligible for future coverage under this plan until he or she has returned to work and completed twenty (20) consecutive days of scheduled work. However, an employee who returns to work and experiences a recurrence of the same illness and who submits the required

medical documentation, shall be eligible to return to the disability coverage, provided the 100 day scheduled work day maximum was not exceeded.

The maximum number of days an employee may receive income under this wage continuation plan over the course of his/her employment as a paraprofessional in the Shrewsbury Public Schools (including resignation/rehire employment) shall be 180 days.

E. Sick Leave Upon Retirement

Effective with the 2010/11 school year, upon retirement from the Town of Shrewsbury, in accordance with the rules and regulations of the Town of Shrewsbury retirement System, a paraprofessional with a minimum of ten (10) years of service in Shrewsbury shall be paid for unused accumulated sick days, up to but not to exceed 25 days, at the rate of \$25.00 per day. In the event of a paraprofessional's death prior to retirement, and provided the paraprofessional was eligible for retirement at the date of death, his/her estate shall be awarded the benefit.

F. Combining Sick Leave Days and Personal Days

In the case of an emergency, the Superintendent, on request of an employee, shall combine earned and unused Personal Days and Sick Days which may be applied against days lost due to the emergency.

G. Maternity Leave

- (1) As soon as practicable, but within at least three (3) months of the time of the paraprofessional's pregnancy is confirmed by her physician, she shall so inform the Superintendent in writing together with a letter from her attending physician giving the expected date of birth of the child and a statement of the paraprofessional's physical qualifications to continue working.
- (2) The decision of when the maternity leave shall commence will be jointly determined by the paraprofessional and her principal or supervisor. In the event that a joint agreement cannot be reached, the Superintendent shall set the date for the commencement of the leave based on the letters of the attending physician and the requirements of the School System.
- (3) The paraprofessional shall return to her assigned position within eight (8) weeks or as soon as she desires after the delivery of the child up to a maximum of eight (8) weeks providing also that she gives to the Superintendent a letter from the attending physician stating that she is physically able to resume her duties.
- (4) The paraprofessional who is pregnant or is on maternity leave and who is physically unable to work because of disability connected pregnancy, may use accumulated personal and sick leave to cover those days when she is disabled and

unable to work. The Superintendent may require a paraprofessional to submit adequate medical evidence verifying the disability.

- (5) The parties agree that these procedures will be interpreted in order to assure compliance with Federal and State law governing maternity leave provided, however, an arbitrator shall not have the authority hereunder to interpret Federal and State laws.
- (6) A paraprofessional who has been employed by the COMMITTEE for three (3) consecutive years or more and who has complied with Section 1, may upon the approval of the Superintendent be granted an extended leave without pay beyond the period of disability resulting from child-rearing. The intended date of the commencement and termination of the leave shall be submitted to the Superintendent in writing with the request for such leave, which shall be made no later than three (3) months before the leave is to commence.
 - (a) The leave shall terminate on the first or second September after it commenced, provided that a paraprofessional may return sooner than the termination date subject to the approval of the Superintendent.
 - (b) Upon returning from maternity leave, a paraprofessional will be returned to the same position, or to a similar position which s/he held at the time the leave commenced. Paraprofessionals who wish to return prior to the dates described above, will not be guaranteed a position on the date requested but will be offered the next available position in the area in which they were working at the time their leave commenced.
 - (c) In no event shall a maternity leave include time in more than two (2) school years.
- (7) An employee who has adopted a child shall be eligible for leave without pay under the Family Medical Leave Act provisions.
- (8) Any benefits to which a paraprofessional was entitled under the Collective Bargaining Agreement will be restored to the paraprofessional upon return and the paraprofessional will be placed on the applicable salary schedule at the step which s/he had attained when the leave commenced except that a paraprofessional who had worked ninety-one (91) days or more in the school year in which the leave commenced will be placed on the next step of the applicable salary schedule.

H. Jury Duty

A paraprofessional who is called to jury duty will receive compensation in an amount equal to the difference between his/her base wage and the compensation received from the court system for jury service. The paraprofessional must furnish evidence satisfactory to the Superintendent that he/she has actually performed jury duty and must submit verification for all compensation he/she received for jury duty on days for which compensation is claimed from the Shrewsbury Public Schools.

Jury duty compensation will not be granted if jury service is performed while the paraprofessional is on an approved leave of absence or layoff.

I. Vacation

For all ABA Technicians who worked at least 30 weeks in the prior contract year, five days of paid vacation shall be granted for the week immediately preceding the start of the school year. Employees who have completed three years of service, shall receive an additional two days of paid vacation, to be paid the week of the July 4 holiday. Employees who have completed five years of service, shall receive an additional three days, for a total of ten vacation days. The three days shall be paid the week of the July 4 holiday. Vacation pay will be based on the normal workweek not to exceed forty (40) hours and paid out at the employee's normal rate of pay. Effective in June 2014, the above-referenced two additional days and three additional days are to be paid the week directly following the end of the school year.

J. Professional Association Leadership Position

Any paraprofessional with at least three years of service as covered by this Contract, upon his/her written request, may be granted an unpaid leave by the Superintendent to accept an appointment by the SPA, MTA, NEA - such leave not to extend more than one (1) year.

K. Return from Leave

Any paraprofessional on leave during a school year shall be required to provide written notice of his/her intent to return the following year to the Superintendent no later than March 1. Such notice will be stated in the Superintendent's letter of approval. Failure to provide such notice by March 1 shall be deemed a resignation by the paraprofessional from his/her position effective at the conclusion of the academic year.

L. Military Leave

Employees covered by this Agreement who are members of any unit of the U.S. Reserves or the state National Guard and who are called to duty for their annual temporary active duty training shall receive pay for the difference between their regular pay and the pay which they receive from the state or federal government, provided such temporary active

duty can not be fulfilled on days when school is not in session. There will be a maximum of ten (10) days per school year per employee granted under this provision.

An employee who is required to extend the active duty beyond ten (10) days will be placed on a military Leave Without Pay. Upon return from such leave, the employee shall be placed in a position similar to the position held at the time the Leave commenced.

M. Unpaid Leaves of Absences

An employee may take a leave of absence under the provisions of the Family Medical Leave Act.

N. Temporary Leave for New Assignment

A member of the Association who is selected to fill a *temporary vacancy* in Unit A as a long-term substitute teacher shall, upon request, be granted a temporary leave of absence from the Shrewsbury Paraprofessional Association. A *temporary vacancy* shall be defined as a leave for a full school year or less. At the conclusion of the less than full year temporary long term substitute teacher assignment the paraprofessional shall return to either the same or similar position (e.g. Aide, Tutor, ABA Technician) which she/he held at the time the temporary leave was granted. If the paraprofessional is selected to fill a full year vacancy as a long-term substitute teacher, the paraprofessional will be provided first preference to return to the same or similar paraprofessional position, provided a vacancy exists and a newly hired paraprofessional is not laid off to create the vacancy. Every effort will be made to secure a position for the returning paraprofessional. However, if a position is not available the paraprofessional who is returning from the temporary assignment will be laid off and be covered under the recall provisions as outlined in Article VII. If, at the time the paraprofessional is granted the leave for the *temporary vacancy*, the paraprofessional is enrolled in the town's health insurance program as a paraprofessional, such coverage will continue while serving as a long-term substitute teacher. Aside from health insurance, the paraprofessional will not be entitled to any other benefits earned, accrued or entitled to as a paraprofessional. Paid leave such as, but not limited to, sick days, personal days, bereavement leave shall be in accordance with the district's overall policy at the time of the leave for long-term substitute teachers. Upon return from the temporary leave to the paraprofessional position, all accrued benefits will be restored. Seniority shall not be impacted by the temporary leave.

ARTICLE VI

PARAPROFESSIONAL EVALUATION

All paraprofessional staff shall be evaluated on an annual basis utilizing an agreed to evaluation instrument.

ARTICLE VII

REDUCTION IN FORCE

The School Committee will determine the number of paraprofessional positions that are needed in the school system. Reductions will be made within the following six (6) categories: Media Aides, ABA Technicians, COTA's, Speech Assistants, Tutors, Instructional Aides (instructional aides include classroom aides, special education aide, child specific aides). Each classification shall constitute a separate unit for the purpose of layoff or recall.

If the School Committee determines that the number of such positions is to be reduced, it agrees to accomplish such reduction within the impacted classifications as follows:

- A) The superintendent of schools will attempt to accomplish reductions through attrition and voluntary resignations.
- B) Probationary employees within each classification who have not completed a ninety (90) day probationary period shall be laid off first unless in relation to the needs of the district, there is a demonstrated need for the background/experience or demonstrated ability of the person in question (e.g. foreign language, sign language, etc.).
- C) When the number of paraprofessionals is to be reduced the following factors shall be the basis for the decision:
 - Quality of performance, which shall be based on evaluations of the past 5 school years. If there is not a completed evaluation for a specific year, the performance will be deemed to be satisfactory for the purpose of reduction in force.
 - Demonstrated needs of the school system in a program or area
 - Experience which shall mean a paraprofessional's most recent period of continuous employment as a paraprofessional in the Shrewsbury Public Schools

When in the judgment of the superintendent of schools the above categories are relatively equal, paraprofessionals will be laid off within their category in order of seniority, with the least senior paraprofessional laid off first. Whenever possible, unit employees impacted by a reduction in force shall be notified at least fifteen (15) days in advance of the effective date of their reduction.

A paraprofessional laid off pursuant to the above will be given priority, by seniority, to transfer to other vacancies, for which he/she is qualified.

- D) Seniority of the purpose of this article is the length of continuous employment as a paraprofessional in the Shrewsbury Public Schools. An employee shall be placed on the seniority list after completing a (90) working day probationary period.
- E) A paraprofessional who is laid off due to reduction in force will be eligible for recall for an open position within the classification formerly employed for a period of twelve (12) months after the layoff. A paraprofessional who is recalled to work within the twelve month period will not suffer a break in continuous service. The recalled paraprofessional

will retain previously accrued sick leave and step placement on the salary schedule.

- F) Recall notices will be sent by registered mail, return receipt. Such notices will be sent to their last address of record. A recalled member shall have seven (7) days after receipt of the recall notice to accept that position. If the unit member either rejects the recall offer or fails to respond to the recall notice, the unit member's name shall be removed from the recall list and the position shall be offered to the next person, if any, on the recall list. A paraprofessional who is recalled to work by who refuses the position shall forfeit all recall rights. If the individual is later rehired, the paraprofessional will be considered a new employee with no carryover of continuous service and related benefits.
- G) The District will make every effort to notify the Association and Paraprofessional(s) so affected by a potential or actual reduction in force shall be notified of pending action prior to June 1st.
- H) To the extent permitted by applicable state and federal laws, laid off Paraprofessionals may continue in the Town's group health and life insurance program. The Paraprofessional shall be responsible for paying the entire cost of the premium.
- I) Paraprofessionals who are laid off will be recalled to work in order of seniority within the six (6) paraprofessional classifications, based on the demonstrated needs of the school system. The Superintendent may recall a laid off paraprofessional to a position for which the employee is qualified other than the position within the classification the paraprofessional held at the time of the reduction in force, provided that any laid off paraprofessional in that specific classification have been called back to work. If the individual refuses the recall to a similar position, or a higher paying position, the paraprofessional will forfeit all recall rights. If the position pays less than the previous position held, the paraprofessional shall retain recall rights.
- J) The Superintendent shall prepare a list specifying the seniority of each Paraprofessional and copies will be forwarded to the President of the SPA by November 15. If no challenge to the list is made by the Association within thirty (30) school days of receipt of the list, the list will stand as written. Final copies will be sent to each school.
- K) Nothing in this section shall limit the management rights of the Superintendent to terminate the employment of any Paraprofessionals under Massachusetts State Law.

ARTICLE VIII

MISCELLANEOUS

A. Pre-school

Employees, who are not town residents may enroll their children in the Town pre-school provided that space is available. Employees shall be responsible for paying all tuition and fees.

B. Substitution

A paraprofessional who upon the request of the principal/assistant principal/department director, substitutes for a teacher shall receive a stipend of \$2.75 an hour, after the first hour each week, in addition to his/her regular pay. If the school operates on a certain number of periods, the stipend will be paid on a per period basis. The substitute time will be cumulative during the week. Should an employee cover more than one hour or one period in a week, pay shall be retroactive through the first hour or period. Effective with the 2013/14 school year the stipend will increase to \$3.00 per hour or period. Effective with the 2014/15 school year the stipend will increase to \$3.25 per hour or period. A part time paraprofessional who elects to serve as a substitute teacher on a scheduled non-work day will only receive the regular pay of a substitute teacher.

C. Assistance In Cases Of Assault

1. Paraprofessionals shall be required to report to the building principal, in writing, any case of assault, in connection with their employment. The central office will supply each school with the appropriate form to report the incident. A copy of the completed form will be submitted by the building principal/administrator to the Superintendent or designee.
2. Insofar as required by Chapter 258 of the General Laws of the Commonwealth of Massachusetts, the Committee shall provide indemnification wherever any paraprofessional shall become eligible therefore.
3. Damage or loss of Property. A paraprofessional shall report, in writing, any loss, damage or destruction of personal property to the Principal immediately upon becoming aware of such loss, damage, or destruction. The District will reimburse the assistant for loss of essential items such as eyeglasses, contact lenses or hearing aids if they are damaged in an assault. Reimbursement will be processed upon submission of a written claim and satisfactory proof in support of said claim.

D. Health & Safety

1. The mission of the Health and Safety Committee (HSC) will be to assist in developing and maintaining a safe and healthful environment for all school building occupants. The HSC shall help identify, troubleshoot and prevent unhealthy or potentially hazardous conditions within school facilities. In carrying out this mission the HSC will serve as a liaison among staff, building administration and the School Committee. The HSC will consist of three (3)

representatives appointed by the Superintendent and three (3) representatives appointed by the ASSOCIATION.

2. If a paraprofessional has a concern that a situation exists which is a potential health or safety hazard, s/he shall bring it to the immediate attention of the building principal.
3. Both parties will agree to work in conjunction with other safety committees on issues that impact more than the paraprofessionals.

E. Association Business

It is recognized that absence of employees interrupts the educational process and must, therefore, be held to a minimum. It is understood the Association officers will make every effort to conduct Association business outside of the regular school day. However, from time to time there are situations that require the attendance of an Association officer during the regular school day (e.g. Insurance Advisory Committee meetings, serious employee issue, etc). If a specific situation needs the attendance of an Association officer during the regular school day the Association officer shall request authorization from the Director of Human Resources to be released, with pay, from her/his regular responsibilities. Wherever possible twenty-four hours advance notice is to be provided to both the immediate supervisor and the Director of Human Resources.

E. Printing of Contract

The costs associated with the printing of a new collective bargaining agreement shall be split evenly between the Shrewsbury School Committee and the Shrewsbury Paraprofessional Association (SPA). In an effort to save resources the SPA will post the contract on the SPA website for access by the SPA membership. The district website will also provide a password-protected link to the SPA website for access by the SPA membership.

ARTICLE IX

GRIEVANCE AND ARBITRATION

Section 1.

A grievance is a dispute concerning the interpretation, meaning or application of this Agreement or any amendment or supplement thereto, except such disputes concerning such matters which are specifically excluded from the Grievance and Arbitration procedures by other paragraphs of this Contract.

Section 2.

The time limits indicated hereunder will be considered maxima unless extended by mutual agreement. The time limits in Sections 3 and 4 shall refer to school days, except that any grievance which arises within the last thirty (30) days of the school year shall be submitted simultaneously to the Principal or immediate supervisor and the Superintendent, and in no event shall such grievance be presented later than June 30.

The terms when used in this Article shall mean calendar days.

Section 3.

Level 1.

- (a) A paraprofessional with a Grievance will first discuss it with his / her principal or immediate superior, either directly or through the ASSOCIATION's School Representative, with the objective of resolving the matter informally. All decisions at this level shall be reported forthwith in writing to the Superintendent of Schools and shall be subject to his approval.
- (b) If the Grievance is not received by the Superintendent of Schools within thirty (30) days after the aggrieved party knew or should have known of the act or condition on which the Grievance is based, the Grievance will be considered as waived. An alleged waiver will be subject to arbitration pursuant to Level Four.

Level 2.

- (a) If the Grievance is not settled within five (5) days after presentation at Level One, the aggrieved paraprofessional or the ASSOCIATION may within five (5) days thereafter refer it in writing to the Superintendent of Schools. There shall be a meeting with the ASSOCIATION and the Superintendent or designee as soon as practicable after receipt of the written Grievance. A representative of the Massachusetts Paraprofessionals Association may be present at this meeting.

Level 3.

If the Grievance is not settled within ten (10) days from the receipt of the Grievance by the Superintendent of Schools, the aggrieved paraprofessional of the ASSOCIATION may submit said Grievance in writing to the COMMITTEE.

The COMMITTEE, in conjunction with the superintendent shall determine whether a grievance submitted at this level is within the jurisdiction of the COMMITTEE under the Education Reform Act of 1993. Should the COMMITTEE determine that the grievance is not within its jurisdiction, it will so notify the ASSOCIATION, and thereafter the ASSOCIATION may proceed to arbitration as provided in Level 4 below.

There shall be a meeting with the ASSOCIATION and the COMMITTEE as soon as practicable after receipt of the written Grievance. A representative of the Massachusetts Paraprofessionals Association may be present at this meeting.

The COMMITTEE shall give the aggrieved employee and/or ASSOCIATION its decision in writing within fifteen (15) days of the Level 3 hearing.

Level 4.

If the grievance is not settled at Level Three and if the ASSOCIATION determines the grievance alleges a violation by the COMMITTEE of any of the provisions of this Agreement, it may, within twenty (20) days after the COMMITTEE's written response refer to arbitration as hereinafter provided.

Section 4.

Any grievance which alleges a violation by the COMMITTEE of one (1) or more provisions of this Agreement and which has not been settled under the procedure set forth herein may be submitted by either party to the American Arbitration Association within the time prescribed. The parties will be bound by the rules and procedures of the American Arbitration Association in the selection of an Arbitrator.

Section 5.

The Arbitrator so selected will confer with the representative of the COMMITTEE and the ASSOCIATION and hold hearings promptly and will issue his decision, award, and reasons therefore not later than thirty (30) days from the date of the close of the hearings, or if oral hearings have been waived, then from the date the final statements and briefs are submitted to him.

The Arbitrator will be without power or authority to make any decision of award which is violation of the laws of the Commonwealth, or requires the commission of an act prohibited by law, or which violates the terms of this Agreement. The Arbitrator will be without power or authority to render an award or decision concerning any matter which has been excluded from the Grievance and Arbitration procedures of this Contract. The Arbitrator shall be without power or authority to make any decision which violates the policy of the COMMITTEE except as specifically modified by the terms of this Contract. The Arbitrator shall be without power or authority to make any decision or

award concerning any matter within the definition of a Grievance, which occurred or failed to occur prior to ratification of the initial contract by both the Shrewsbury School Committee and the Shrewsbury Paraprofessional Association.

The decision of the Arbitrator will be final and binding except for review or confirmation as provided by the provisions of Chapter 150C of the General Laws of the Commonwealth of Massachusetts.

Section 6.

The costs for the services of the Arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, will be borne equally by the COMMITTEE and the ASSOCIATION.

Section 7.

If, in the judgment of the ASSOCIATION, a Grievance affects a group or class of paraprofessionals, the ASSOCIATION may submit such Grievance in writing to the Superintendent directly and processing of such Grievance will be commenced at Level Two. The ASSOCIATION may process such a Grievance through levels of the Grievance Procedure even though the aggrieved person does not wish to do so.

Section 8.

Decisions rendered at Levels One, Two and Three of the Grievance procedure will be in writing setting forth the decision and reasons therefore and will be transmitted promptly to all parties in interest and to the President of the ASSOCIATION. Decisions rendered at Level Four will be in accordance with the procedures set forth herein.

Section 9.

All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants, unless the individual in question files a written request to the contrary.

Section 10.

Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be jointly prepared by the COMMITTEE and the ASSOCIATION and given appropriate distribution so as to facilitate operation of the Grievance procedure.

ARTICLE XIII

DURATION

This Agreement and its provisions shall be effective August 27, 2012 and shall remain in full force and effect up to and including August 26, 2015.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed in their names on their behalf by duly authorized officers thereof, this ___ day of _____.

For the School Committee:

For the Association:

Erin Canzano, Chair

Melissa Rebello, President

Study Committee

During the negotiations process both sides discussed the similarities and differences of Child Specific Aide responsibilities and ABA Technician responsibilities. This discussion included a recognition that there is a pay differential between the two titles.

During the 2011/12 school year the Assabet Valley Collaborative conducted a Peer Review Initiative relative to the effective and efficient use of paraprofessionals in the district. Part of this study included a district-wide survey of staff, interviews, and meetings with various focus groups. The report included the following (page 9):

“According to some focus group participants, the ABA Technician is expected to have higher credentials and more specialized training to perform more specialized tasks; according to many others in the focus groups, the special education aides, and the child specific aides often perform similar duties and have similar qualifications and yet earn less money.”

Further, page 28 of the report states:

“Across all the focus groups, when participants were asked to identify the strength’s of the district’s current utilization of paraprofessionals, there was consensus that the district’s paraprofessional staff truly care about the students, are tremendous resources, and they work hard to help students achieve success. The site visiting team observed that these perceptions were shared across all of the interview and focus groups.”

Further, page 31 of the report states:

“Job responsibilities are “blurred” and tension exists regarding the differential compensation and benefits for ABA Technicians compared to other “Aides” in the district.

“The specific distinctions between ABA Technicians and the other “aides” were raised across the focus groups and interviews. There are some districts that also distinguish between categories of paraprofessionals, although there are other districts that have only one umbrella category of paraprofessionals with varying assignments and consistent compensation and benefits. Shrewsbury’s current distinctions between these roles are not uncommon, however, because they were reported to be perceived as disparate and because they were raised as a concern by may and as confusing by others – the district may consider evaluating the necessity or benefit of continuing the distinctions between the categories of paraprofessionals. If the distinctions continue, the district may wish to consider developing clear guidelines and protocols that identify the circumstances under which an ABA Technician is needed and the specific differences in the training g/skills required and the tasks to be performed that warrant differential pay, differential benefits, and differential support and supervision.”

During the 2012/13 school year a study committee will be formed to focus on the above issues. Included in the topics for discussion will be establishing parameters for cases where ABA Technicians and Child Specific Aides will receive paid preparation time due to the complexity of the case. The members of the focus group will include:

Director of Special Education/Pupil Personnel Services, Director of Human Resources, Building Administrator (principal, assistant principal, or special education building administrator), ELC Coordinator, 1 Intensive Special Education Teacher, 1 Moderate Special Education Teacher, 2 ABA Technicians, 2 Special Education Aides/Child Specific Aides, and the President and Vice-President (or designees) from Shrewsbury Paraprofessional Association.

The Study Committee will be formed by September 21, 2012 and have its initial meeting no later than October 5. The Study Committee will examine the issues mentioned above and make a recommendation to the Superintendent of Schools by February 1, 2013.

APPENDIX A
SALARY SCHEDULES