

**AGREEMENT
BETWEEN
EASTON SCHOOL COMMITTEE
AND
PARAPROFESSIONALS
EASTON EDUCATORS' ASSOCIATION
September 1, 2018
to
August 31, 2021**

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PREAMBLE

The Easton School Committee and the Easton Educators' Association recognize that, in a democratic society, education must be a continuous and active promotion of all universal truth; that each child is entitled to an educational program designed to meet his/her specific educational needs; that each child is entitled to instruction by Personnel professionally qualified and adequate in number in order that education of the highest quality may be the effective result; that more attention should be devoted to the constructive guidance of leisure time and in-school time activities of students; that commensurate with quality education is the need for good morale within the Easton staff; that both the Committee and the Association view the consideration of matters of mutual concern as a joint responsibility.

ARTICLE 1 RECOGNITION

For the purposes of collective bargaining on questions of wages, hours, standards of productivity and performance and other terms and conditions of employment, the School Committee recognizes the Easton Educators' Association as the exclusive representation of the following professional employees of the Easton Public School System; All Full-Time and Part-Time Paraprofessionals.

All Employees under this contract as Paraprofessionals will be part of the bargaining unit.

ARTICLE 2 DEFINITION

Paraprofessionals are employed to support and supervise students, to provide for the personal care of students, to prepare instructional materials, and to deliver instruction to students, with the understanding that they are not responsible for designing such instruction or for assigning student grades. They may work in the classroom or in another designated area in the school building.

A paraprofessional who is assigned to provide personal care will be provided training (1) when the principal or designee deems necessary given the paraprofessional's prior experience or (2) when requested by the paraprofessional.

ARTICLE 3 NEGOTIATION PROCEDURE

A. This Agreement is a complete Agreement between the parties. No other Agreements, understandings or practices shall be controlling or construed in any way to add to, subtract from, or otherwise modify the provisions of this agreement.

- B. The failure of the Committee or any of its agents, or by the Association, in one or more instances, to observe or enforce any specific provision of this Agreement shall not be construed to be a waiver or modification of said provision.
- C. The Committee agrees to enter into negotiations with the Association over a successor agreement not later than three (3) months prior to the expiration of this agreement which shall be reduced to writing, and will be signed by the Committee and the Association.

**ARTICLE 4
SENIORITY AND LAYOFF**

- A. Seniority means an employee's length of continuous uninterrupted service in years, months and days in the bargaining unit commencing in the Easton Public Schools.
- B. In the event that the employer deems it necessary to reduce the size of the work force and two or more employees have the same initial date of employment, it is agreed that the employer shall consider the length of service of the employees, the qualifications of the employees, and the needs of the system in effecting such reduction. If a Paraprofessional has been displaced, she/he will be reassigned by the Director of Special Services, with consultation from the Assistant Superintendent, to an open position based on the needs of the district.
- C. Seniority shall continue to accrue during any time that an employee is on a paid leave of absence. Seniority will not accrue while an employee is on unpaid leave of absence.
- D. In the event it is necessary to reduce the number of paraprofessionals, efforts will be made to accomplish any reduction by attrition before initiating any lay-off of paraprofessionals.
- E. If a reduction in the number of paraprofessionals is necessary, the order of lay-offs shall be by seniority.
- F. Paraprofessionals who are laid off shall be placed on a recall list for a period of time equal to their length of service up to a maximum of six months. In considering whether an individual on the recall list will be rehired, the employer shall consider the length of service of the employee, the qualifications of the employee and other relevant factors.
- G. In the event a paraprofessional is involuntarily transferred from one building to another due to a reduction in force and the paraprofessional submits a written request to return to his/her prior building assignment, the Superintendent/designee will consider such request for up to two years following the transfer.

**ARTICLE 5
SALARIES**

The following chart has been revised to reflect increases of 1% (2018-2019), 2.5% (2019-2020), and 2.5% (2020-2021).

STEP	1	2	3	4	5	6	7	8
18-19	16.02	16.86	17.65	18.52	19.51	20.46	21.54	22.70
19-20	16.42	17.28	18.10	18.99	20.00	20.97	22.08	23.27
20-21	16.83	17.71	18.55	19.46	20.50	21.50	22.63	23.85

Employees who are required by the Director of Student Services to have certification in Safety Care Training for an assignment during a particular school year must obtain (or complete the requirements for maintenance of) such certification and provide evidence thereof to the Director of Student Services no later than November 15 of the school year involved. Such employees will receive a stipend of \$100 no later than the second pay period in December. The District will provide at least one two-day training session for certification and a one-day training for renewal no later than November 1 of each year.

**ARTICLE 6
PAYROLL DEDUCTIONS**

- A. The Committee agrees to deduct, from the salaries of its employees dues for the Easton Educators' Association, Massachusetts Teachers Association, and the National Education Association, as said employees individually and voluntarily authorize the Committee to deduct, and to transmit the monies promptly to such association or associations. Employees' authorization will be in writing in the form set forth by the Massachusetts Teachers Association.

- B. Financial Institution

Upon request by members, payroll deductions will be made for membership and participation in a financial institution authorized by specific agreement between the School Committee and the Easton Educators' Association and authorized by state statutes.

- C. All Paraprofessionals shall be required to have their regular and longevity paychecks directly deposited to a banking institution of their choosing.

**ARTICLE 7
TUITION PAYMENT**

The Easton School Committee will reimburse five hundred dollars (\$500.00) per school year (September 1 to August 31) for courses which show a direct relationship to the individual's current assignment, or courses in a Degree program which are directly related to the person's current major assignment. These courses must be approved by the Superintendent of Schools prior to their being taken, and a transcript from the college, along with a receipt of tuition paid, must be presented upon completion of the course in order to qualify for payment. Available vouchers can be used for any course. The provision of this Article should not exceed the budgeted amount for that fiscal year, nor shall less than \$5,000 be budgeted in any fiscal year.

**ARTICLE 8
POSITION NOTIFICATION**

By August 15 prior to any school year, Employees shall receive written notification of any change in assignment and/or work location effective for the upcoming school year with the understanding that the assignment is subject to change at any time based on the needs of the district. In the event the Superintendent/designee receives a written request from a paraprofessional for a particular assignment or work location, or responsibility (such as supervising lunch or recess), such request will be considered.

**ARTICLE 9
WORK DAY AND WORK YEAR**

- A. The regular work year will be 181 days, provided that the regular work day for those paraprofessionals assigned to kindergarten and hired on or after July 1, 2019 will be 175 days and for those assigned to prekindergarten and hired after July 1, 2019 will be 173 days. The normal work day for a full-time paraprofessional is defined as 6.5 hours paid, with a half hour non-work-related unpaid lunch except where the needs of the position or the employee result in a mutually agreed upon alteration. As a general practice, when students are not present for all or part of the day, the Superintendent or his/her designee will assign paraprofessionals to participate in professional development or other tasks associated with their positions, provided that the following exceptions apply:
1. If students are dismissed for the following half days, paraprofessionals will be released for such half days and receive pay therefore: one half day during fall conferences, one half day immediately prior to the winter break, one half day during the May release day, and one half day at the end of the school year for students. (See also Article 22 – Holiday Pay).
 2. Paraprofessionals assigned to the middle school and elementary schools (including kindergarten and prekindergarten) will be released without pay for two half days when students are released early. In turn, such paraprofessionals will report on one additional day when students are not present in order to participate

in a full day of professional development or other tasks associated with their positions. *Note: Total days of work remain at 181, 175, and 173 respectively, but separate days on which employee reports increases by one.)**

3. Paraprofessionals assigned to the High School will be released without pay for one half of the orientation day at the beginning of the school year and one half day when students are released early. In turn, such paraprofessionals will report on one additional day when students are not present in order to participate in a full day of professional development or other tasks associated with their positions.*
4. All Paraprofessionals are required to attend the full day of professional development set forth in Sections 2 and 3 and will be paid for the hours worked that day. Those paraprofessionals who typically work half days (and who are thus not subject to the release time set forth in Sections 2 and 3) will therefore increase their work year by one half (0.5) day.*
5. Paraprofessionals eligible for paid vacation time may request use of that paid time during early release days, which the Superintendent/designee may approve at his/her sole discretion provided that requests for use during the early release time set forth in Sections 2 and 3 above shall not be subject to such approval. Paraprofessionals may not request to take an unpaid day on early release days.

*Because implementation of a full day for professional development in connection with release time on two other days is a new practice, the parties will meet during the spring of 2020 to consider and address any unanticipated impact this implementation may have on terms and conditions of employment.

6. Paraprofessionals will be notified of professional development assignments a minimum of ten (10) days before via e-mail. (See Article 23 Vacation Pay).
- B. On any day in which students are dismissed early for emergency reasons (e.g., snow days) paraprofessionals will be paid for their normally assigned hours.
- C. Paraprofessionals will be compensated for attendance at before or after work hour meetings when requested by the principal and to be approved by the Superintendent at the employee's regular pay rate. Paraprofessionals who elect to attend one or more faculty meetings held at their assigned schools will receive \$15 per meeting, to be paid as a lump sum stipend at the end of each school year.

ARTICLE 10 PROTECTION

If civil proceedings are brought against a unit member alleging that he/she committed an assault in connection with his/her employment, the Committee will furnish legal counsel to defend him/her in such proceedings, if he/she requests such assistance.

ARTICLE 11

LEAVES

A. Sick Leave

Full-time personnel are entitled to fourteen (14) days of sick leave a year. Other personnel will receive prorated number of sick days depending upon the number of hours worked. Personnel in their first school year of employment in Easton will be entitled to five (5) sick days and one (1) additional sick day for each additional month of active employment thereafter for a total of fourteen (14) days per year. (Active employment is construed to mean days worked). During subsequent school years, sick leave for the entire year shall accrue on the first day of that school year. Five (5) days per year will be allowed for family illness. Such days will be deducted from accumulated sick leave. Paraprofessionals will be allowed unlimited sick leave accumulation. Hours worked per week will be rounded to the next whole number for the purpose of calculating and compensating Sick and Personal Leave as stated in this provision. Paraprofessionals shall not be responsible for obtaining substitutes for their position. The Paraprofessional shall utilize the substitute call service if she/he is to be absent.

B. Personal Business Leaves

Full-time personnel are entitled to have three (3) additional days of personal business leave without loss of pay. Personal business days will be granted without reason. Other personnel will receive prorated personal days depending on the hours worked. Notification for such leave will be delivered to the Superintendent's office prior to the close of business two (2) working days prior to the requested personal leave day. (Example: a request for a personal day on Wednesday must be filed in the Superintendent's office before the close of business on Monday.) A personal day immediately before or after a holiday or vacation period may be granted by the Superintendent if a significant personal reason is provided. The granting of days immediately before or after a holiday or vacation shall be at the sole discretion of the Superintendent. Employees shall not be required to state the reason for taking personal leave other than that such leave is taken under this Section unless seeking to obtain Superintendent approval for a personal day immediately before or after a holiday or vacation period.

C. Funeral Leave

In the event of a death, up to five (5) days of leave will be granted. The Superintendent of Schools may grant additional days in extenuating circumstances.

D. Jury Duty

An employee required to serve on jury duty or has a work-related subpoena shall be paid by the Committee the difference between his/her regular compensation and the compensation received for jury duty, upon presentation of certification of compensation

paid by the court. Travel allowance shall not be included in the compensation paid by the court.

E. Fringe Benefits

Fringe benefits covering personal days, sick days, holidays and vacation time, will continue to be prorated.

**ARTICLE 12
SICK LEAVE BANK**

Members of the bargaining unit shall be covered by the Unit A Sick Leave Bank. Newly hired members of the Paraprofessional unit may join and access the sick leave bank in their third year of employment.

**ARTICLE 13
MATERNITY LEAVE**

- A. Subject to the conditions set forth in this Article, a member of the Unit who is pregnant shall be entitled to elect one (1) of the following types of maternity leave:
1. Upon receipt of at least two (2) weeks' written notice of her anticipated date of departure and intention to return, a leave of up to eight (8) weeks shall be granted. The employee shall have the option of taking eight (8) weeks leave or a leave specifically limited to the actual period of disability caused or contributed to by pregnancy, childbirth, and recovery there from. Such option must be elected on or before the date the leave begins. Under either option, an employee who takes leave under this paragraph may apply her sick leave benefits under Article 11, Sec.A, to the period of disability caused or contributed to by pregnancy, childbirth and the recovery there from. However, if such employee does not return to her position for at least one (1) complete school year following the termination of the leave, the sick leave benefits shall be repaid to the School Committee or the Town of Easton, unless such return is not possible because of circumstances that were not known at the time that the leave commenced and that are beyond her control.
 2. Upon at least four (4) weeks written notice of her date of departure and intention to return, a female employee may take leave commencing at a time corresponding with the beginning of the school year, the beginning of a semester, or vacation period, and ending on either the September 1, following the birth, or the next September 1. The return date must be elected at the time the notice of date of departure and intention to return is given. In addition, the person must notify the Superintendent in writing by March 13 in the calendar year in which her leave expires, of her intention to return to the school system. Failure to comply with this requirement will be considered as a resignation. A person who takes leave under this paragraph shall not be entitled to sick leave pay.

- B. 1 A bargaining unit member shall, upon arrival in the home of the child to be adopted, be granted a leave of absence without pay to take care of such child. The employee shall have the option of taking a leave of absence of up to eight (8) weeks, or an extended leave. In the case of an extended leave the employee shall return to duty on the September 1 immediately following the commencement of the leave, or the next September 1. The return date shall be elected at the time such leave commences. Written notice of the intent to take leave under this section shall be submitted to the Superintendent as early as possible, and in no case, later than thirty (30) calendar days next prior to the commencement of the leave.
2. A male bargaining unit member may be granted a leave of absence without pay to care for his child. The employee shall have the option of a leave of absence of up to eight (8) weeks, or an extended leave. In the case of an extended leave, the employee shall return to duty on the September 1 immediately following the commencement of the leave, or the next September 1. The return date shall be elected at the time such leave commences. Written notice of intent to take leave under this section shall be submitted to the Superintendent as early as possible, and in no case, later than thirty (30) calendar days next prior to the commencement of the leave.
- C. In the event of the miscarriage or death of the child prior to termination of the leave, the person may make written application for reinstatement prior to the previously established date. Such application may be granted by the School Committee upon recommendation of the Superintendent of Schools.
- D. A person returning from leave under paragraph A2 will return on the same step of the schedule with all benefits that were accumulated on the date the leave began.
- E. A person returning from leave under paragraph A or B shall have the right to return to a comparable position.
- F. It is recognized that once a pregnant employee elects a particular type of leave provided for in this Article, that election may not be revoked.

ARTICLE 14 CAREER CHANGE LEAVE

- A. 1. Subject to the conditions set forth in this Article, an unpaid leave of absence will be granted to bargaining unit members to explore the possibility of a career change.
2. To be eligible, an employee must have eight (8) or more years of seniority at the time written application for the leave is filed with the Committee. Self

employment is considered to be employment, for the purposes of this Article only if it is bona fide. The application will state the name of the new employer and the capacity in which the applicant is to be employed. Such employment must be on a full time basis for the period of leave, except as provided in Section 3 below.

3. An employee may also explore the possibility of retirement under the terms of this provision. In such case, the employee must be "vested" under the Bristol County Retirement Plan. An employee exploring the possibility of retirement shall not be required to be employed for the period of the leave.
4. All leaves will be for a period of one (1) year commencing on September 1 and ending on August 31. An employee shall be eligible for only one (1) such leave during the term of his/her service in Easton.
5. A person returning from leave under this Article, unless there has been a reduction in force that would have affected him/her, will be returned to a comparable position to which he/she was assigned at the commencement of the leave with all benefits (including seniority) that he/she had accrued at the commencement of the leave.
 - a. "Comparable" means when a person leaves as a full-time person, the person returns to a full-time position.
 - b. The leave will not break seniority but will not be included in one's total length of service.
6. Employees taking this leave may continue at their own expense, group health coverage during the time of the leave, as provided by the committee, for full premium cost. Failure to forward full premium payments to the Committee and to comply with all other conditions imposed by the insurance carrier will terminate this option.
7. Notification Requirements
 - a. The Committee must be notified in writing, of the request, no later than January 1 directly preceding the year in which the leave is to be taken.
 - b. The Committee must notify the applicant, in writing, of its decision regarding the request no later than February 1 directly preceding the year in which the leave is to be taken.
 - c. If approval is granted to the applicant, the leave will not be rescinded after the seventh (7th) day from the date of approval.

- d. If the employee taking the leave does not notify the Committee of his/her intent to return by March 15 directly preceding the end of the leave, the absence of notification will be considered a resignation.

**ARTICLE 15
MEDICAL BENEFITS**

Members of the paraprofessional unit will receive the same health insurance options as all Town of Easton employees in accordance with the Massachusetts General Laws. If the Town Meeting adopts an increase in the Town's share to address the medical plan and a dental plan, the School Committee will provide the same. It is understood that health insurance issues are determined on a town-wide basis. Any issues concerning compliance with the above, negotiations or other health insurance issues shall be directed to the town and not to the School Committee.

Effective July 1, 2015, health insurance programs will be available to unit members through the GIC, and will replace current plans. The current GIC health insurance will be available to unit members in accordance with the PEC agreement. The employer/employee splits will be as follows:

- HMO – Employer 75% - Employee 25%
- PPO – Employer 75% - Employee 25%
- POS – Employer 75% - Employee 25%
- State Indemnity – Employer 50% - Employee 50%

Payroll deductions for an employees' share of monthly health insurance premiums shall be made in regular, equal amounts of paychecks throughout the school year to compensate for the summer months.

**ARTICLE 16
MISCELLANEOUS**

- A. If any provisions of this Agreement shall be found contrary to law, then such provision shall be deemed invalid, but all other provisions shall remain in full force and effect.
- B. Wages, hours, standards of productivity and performance, and any other terms and conditions of employment existing at the time of this contract shall continue to exist for the duration of this contract.

**ARTICLE 17
EVALUATIONS**

- A. All formal classroom visits for the purpose of preparing evaluation reports for the office of the Superintendent of Schools will be conducted openly. Paraprofessionals will be given a copy of these formal evaluations.
- B. Any evaluation report made as a result of an informal observation will be given to the Paraprofessional concerned within two (2) school days of such observation.
- C. Paraprofessionals will have the right to discuss all evaluation reports with their supervisors before they are filed. The supervisor responsible for the evaluation of the Paraprofessional is the building principal with substantial input from the teacher (s) to whom they are assigned.
- D. Paraprofessionals have the right, upon request, to review the contents of their personnel file in the office of the Superintendent of Schools.
- E. No materials derogatory to a Paraprofessional's performance including, without limiting the foregoing, a person's conduct, service, character, or personality, will be placed in his/her personnel file unless the person has had the opportunity to review such material and affix his/her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof.
- F. Any complaint concerning an employee made to any member of the Administration will be promptly called to the attention of such employee, and the complaint will be clearly identified.
- G. No employee shall be disciplined, reprimanded, or suspended, reduced in rank or compensation, or terminated without just cause.
- H. The administration will provide teachers with forms for their use in providing administrators with feedback regarding Paraprofessionals assigned to their programs.
- I. Paraprofessionals in their first year of employment may be given formal notice that employment will not continue at any time during the first 90 (ninety) days of employment. This notice must be given at least two (2) weeks prior to the last day of scheduled employment.
- J. At the end of either the first year or the second year of employment as a paraprofessional, the respective building principal will give formal notice to any paraprofessional for whom a decision has been made by a principal to not offer continued employment for a third year as a paraprofessional in the Easton schools.

**ARTICLE 18
GRIEVANCE PROCEDURE**

- A. A "grievance" is hereby defined as a written complaint from an individual or a group that there has been a violation or misinterpretation of a specific provision or provisions of this Agreement. Any matter which is not covered by the provisions of this Agreement shall not be subject to a grievance.
- B. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems or disputes which may arise from time to time. Both parties agree that these proceedings should be kept as informal and confidential as may be appropriate at any level in this procedure.

A grievance that affects a group of Paraprofessionals from more than one building may be submitted, in writing by the Association, to the Superintendent directly, and the processing of the grievance shall commence at Level Two.

Nothing herein contained will be construed as limiting the right of any individual or group having a grievance to discuss the matter with any appropriate members of the administration provided that the adjustment is not in conflict with the provisions of this agreement, and that the Association has been given the opportunity to be present at such conference.

For purposes of this Article, the phrase "when school is not in session" shall mean "when school has recessed for the summer."

No reprisals of any kind shall be taken by any party of this contract against any party-in-interest, any witness, or any other participant in the grievance procedure for reasons of such participation.

A grievance not initiated within the time specified below shall be deemed waived. Failure to appeal a written decision on a grievance within the time limits specified below, unless a specified extension of time is mutually agreed upon, will mean the grievance shall be considered settled on the basis of the decision made, and shall not be eligible for further appeal.

C. LEVEL ONE

An individual or group with a grievance shall, with or without representation of the Association, file it with the appropriate Principal or immediate Supervisor within (10) school days (or when school is not in session, fifteen (15) working days, excluding Saturdays, Sundays and holidays) from the day of the event upon which the grievance is based, or from the date when the individual or group had or should have had knowledge of the event. Any meeting with reference to the above shall be held after the work day.

D. LEVEL TWO

1. In the event that the grievance shall not have been disposed of to the satisfaction of the aggrieved individual or group at Level One, or in the event that no decision has been reached within ten (10) school days (or when school is not in session, fifteen (15) calendar days after filing the grievance at Level One), the grievance shall be referred, in writing, to the Superintendent of Schools within four (4) school days (or when school is not in session, five (5) calendar days) of the disposition under Level One.
2. Within ten (10) school days (or when school is not in session fifteen (15) calendar days) after the receipt of the written grievance by the Superintendent, the Superintendent or his/her designee shall meet with the aggrieved individual or group and said President and/or members of the Association designated by him/her, in an effort to settle the grievance.

E. LEVEL THREE

In the event that the grievance has not been disposed of at Level Two, or in the event that no decision has been rendered in eight (8) school days (or when school is not in session ten (10) calendar days) after the Level Two meeting, the grievance shall be referred, in writing, to the School Committee. At its next regular School Committee meeting or at a special meeting called for the purpose of considering the grievance, the School Committee shall meet with the Association in an effort to settle the grievance. In the event that either the Association or the Committee elects to retain counsel to present its views at the Level Three meeting, the party so electing shall inform the other at least four (4) school days prior to the Level Three meeting.

F. LEVEL FOUR

In the event that the grievance shall not have been settled to the mutual satisfaction of the Association and the Committee at Level Three, or in the event that no decision has been rendered within eight (8) school days (or when school is not in session ten (10) calendar days) after the Level Three meeting, either the Association or the Committee may elect to submit the grievance to arbitration by submitting written notice to the other party under the following procedures and conditions.

1. The arbitrator is mutually selected by the Association and the Committee. If the Association and the Committee cannot agree on arbitrator selection within twelve (12) school days or sixteen (16) calendar days after receipt of written intent to seek arbitration, either party may request the American Arbitration Association to provide a panel of arbitrators, said arbitrator then to be selected according to the rules of the American Arbitration Association.
2. The fees of the American Arbitration Association and of the arbitrator and the expenses of any required hearing shall be shared equally by the Association and the Committee, but each party shall bear the expenses of its own witnesses,

representatives, and participants and for the preparation and representation of its case.

3. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact with reasoning and conclusion. The Arbitrator shall arrive at the decision based solely upon the facts, evidence and contentions presented by the parties through the arbitration proceeding. The arbitrator shall have no power to add to, subtract from or modify any of the provisions of this Agreement, and in reaching his/her decision shall interpret the Agreement in accordance with the commonly accepted meaning of words used herein and the principle that there are no restrictions intended on the rights or authority of the Committee other than those expressly set forth in this Agreement. Subject to the foregoing, the decision of the arbitrator shall be submitted to the Committee and the Association, and shall be final and binding upon the Committee, the Association, and the individual or group who initiated the grievance.
4. Notwithstanding anything to the contrary, no dispute or controversy shall be subject for arbitration unless it involves the interpretation or application of one or more specific provisions of this Agreement.

**ARTICLE 19
LONGEVITY**

After completion of:	2018-2019	2019-2020	2020-2021
8 years	\$500	\$550	\$550
10 years	\$800	\$850	\$850
15 years	\$900	\$950	\$950
20 years	\$1100	\$1150	\$1150
25 years	\$1300	\$1350	\$1350
30 years	\$1500	\$1550	\$1550

Longevity checks will be separately issued during the same time period as longevity checks are issued for teachers.

**ARTICLE 20
SUBSTITUTING**

The responsibilities of paraprofessionals include covering for teachers who are absent. Such coverage shall be limited to three (3) consecutive days unless the Superintendent approves an extended time period. In acknowledgement of the enhanced responsibilities associated with such coverage, the paraprofessional shall be compensated at his/her per diem rate plus an additional amount not to exceed fifty (\$50) per day in accordance with the following schedule:

Elementary School

\$25 for half day (2-3 hours)

\$50 for full day (over 3 hours)

Middle-High School

\$25 for two periods

\$50 for three or more periods

**ARTICLE 21
HOLIDAY PAY**

Paraprofessionals will be granted holiday pay for the following: Labor Day, Columbus Day, Veteran's Day, the afternoon before Thanksgiving, Thanksgiving, the day after Thanksgiving, Christmas, New Year's Day, Martin Luther King Day, President's Day, Patriots' Day, and Memorial Day. In addition, contingent on student dismissal for the following half days, paraprofessionals will be released for such half days and receive pay therefore: one half day during fall conferences, one half day immediately prior to the winter break, one half day during the May release day, and one half day at the end of the school year for students.

**ARTICLE 22
VACATION PAY**

Paraprofessionals who were employed prior to June 15, 2016 will be granted vacation pay to be attributed to time when school is not in session according to the following schedule:

After 1 calendar year: 2 weeks

After 5 calendar years: 3 weeks

After 10 calendar years: 4 weeks

After 15 calendar years: 5 weeks

Employees hired on or after June 15, 2016 shall not be entitled to vacation pay.

**ARTICLE 23
DURATION**

Except where stated differently in this Agreement, and as provided herein, the conditions of this Agreement will be effective as of September 1, 2018 and will continue and remain in force and effect through August 31, 2021.

IN WITNESS WHEREOF, the COMMITTEE has caused this Agreement to be signed in its name and behalf by its chairman, or his/her designee on the school committee, hereto duly authorized, and the ASSOCIATION has caused this Agreement to be signed in its name and behalf by its president, hereto duly authorized, on the day and year below written.

FOR THE COMMITTEE

Nancy DeLuca

FOR THE ASSOCIATION

(full-time/part-time Paraprofessionals)

Cynthia J. Hall

DATE:

10/24/19

APPENDIX A

EASTON PUBLIC SCHOOLS EVALUATION GUIDELINES & PROCEDURES

INTRODUCTION

The primary purpose of the evaluation process is to improve and recognize the effectiveness of the paraprofessionals. The evaluation process is a collaborative effort designed to play a meaningful role in assisting the staff in its efforts to achieve the vision of the Easton Public Schools:

The Easton Public School System educates children to become motivated, lifelong learners who, as confident and creative individuals, function to their full potential, understand and value individual differences, and are contributing members of their community, able to meet the challenges of a global society.

The evaluation process described herein has been developed in accordance with the Massachusetts General Laws 603 CMR 35.0. The specific purposes of evaluation, as delineated in the Massachusetts General Laws are as follows:

- (a) to provide information for the continuous improvement of performance through an exchange of information between the person being evaluated and the evaluator, and
- (b) to provide a record of facts and assessments for personnel decisions.

PERSONNEL INVOLVED IN THE OBSERVATION/EVALUATION PROCESS

- A. All full-time and part-time paraprofessionals shall be evaluated in accordance with the guidelines and procedures described in this document.
- B. The Paraprofessional shall be evaluated by the principal with substantial input from the teacher(s) to whom they are assigned in accordance with the guidelines and procedures described in this document.
- C. The Superintendent of Schools may observe and evaluate any paraprofessional.

EVALUATION PROCEDURES

- A. The evaluation will be conducted openly. Paraprofessionals will be given a copy of the evaluation report. Within two (2) days of receiving the report, paraprofessionals will have the opportunity to discuss the report with the evaluator.

- B. The Paraprofessional Evaluation Performance Indicators will serve as the established criteria for the evaluation process for all paraprofessionals.
- C. The performance of paraprofessionals will be rated using the following: Exceeds Expectations; Meets Expectations; and Does Not Meet Expectations. For any rating other than Meets Expectations, written comments are required.
- D. Paraprofessionals in their first and second years of employment will be evaluated annually. The evaluation report must be completed by May 1st.
- E. Beginning with the third year of employment, paraprofessionals will be evaluated every two years. The evaluation report must be completed by May 1st.
- F. Both the evaluator and the evaluatee shall sign the evaluation report. The signature by the evaluatee does not necessarily indicate agreement with the contents of the evaluation. The evaluatee will have the right to include a written response to the evaluation report.
- G. The evaluation report and the evaluatee's response, if any, shall be submitted to the principal no later than May 1st. The principal will sign and review the report and forward it to the Central Office no later than June 1st.
- H. The evaluation report, signed by both evaluator and evaluatee, will be placed in the paraprofessional's personnel file.



QUALITY OF WORK/EFFICIENCY

- Demonstrates the ability to effectively perform tasks
- Is self motivated, conscientious, and organized
- Is consistently accurate, thorough, neat and complete
- Works effectively with small groups and/or individual students
- Demonstrates sensitivity to differences among individuals
- Works toward creating an environment that is positive and supportive
- Seeks opportunities to improve performance through activities such as, but not limited to, participation in district offerings, enrollment in courses, and consulting with other members of the staff

RELIABILITY

- Adheres to classroom, school, and district policies and procedures
- Completes assignments effectively and in a timely manner
- Understands and maintains an appropriate level of confidentiality, speaking about students only with the instructional team
- Shows initiative, works well independently and demonstrates problem solving skills

ADAPTABILITY

- Demonstrates flexibility in response to changes in job assignments, schedules, instructional methods and materials, personnel or surroundings
- Demonstrates the ability to effectively perform tasks in new or changing situations, and receive suggestions and/or constructive criticism

STUDENT INTERACTIONS

- Treats students with fairness, respect, and consistency
- Demonstrates understanding of each student's needs and special services
- Recognizes strengths and abilities of students
- Helps establish and maintain a positive and challenging learning environment
- Fosters student independence, socialization and self-esteem
- Provides effective behavior management for students
- Exhibits patience while working with children

RELATIONSHIPS

- Works effectively and respectfully with others, including co-workers, supervisors, parents and students
- Responds appropriately to input and direction from teachers and other team members
- Maintains professional boundaries with students, colleagues and parents



NAME _____ SCHOOL _____

DATE _____ EVALUATOR _____

Performance Indicator	Exceeds Expectations	Meets Expectations	Does Not Meet Expectations
QUALITY OF WORK/EFFICIENCY			
1. Demonstrates the ability to effectively perform tasks			
2. Is self motivated, conscientious, and organized			
3. Is consistently accurate, thorough, neat and complete			
4. Works effectively with small groups and/or individual Students			
5. Demonstrates sensitivity to differences among individuals			
6. Works toward creating an environment that is positive and Supportive			
7. Seeks to improve performance through activities such as, but not limited to, participation in district offerings, enrollment in courses, and consulting with other members of the staff			

COMMENTS:

Performance Indicator	Exceeds Expectations	Meets Expectations	Does Not Meet Expectations
RELIABILITY			
1. Adheres to classroom, school, and district policies and Procedures			
2. Completes assignments effectively and in a timely manner			
3. Understands and maintains an appropriate level of confidentiality, speaking about students only with the instructional team			
4. Shows initiative, works well independently and demonstrates problem solving skills			

COMMENTS:

Performance Indicator	Exceeds Expectations	Meets Expectations	Does Not Meet Expectations
ADAPTABILITY			
1. Demonstrates flexibility in response to changes in job assignments, schedules, instructional methods and materials, personnel or surroundings			
2. Demonstrates the ability to effectively perform tasks in new or changing situations, and receive suggestions and/or constructive criticism			

COMMENTS:

Performance Indicator	Exceeds Expectations	Meets Expectations	Does Not Meet Expectations
STUDENT INTERACTIONS			
1. Treats students with fairness, respect, and consistency			
2. Demonstrates understanding of each student's needs and special services			
3. Recognizes strengths and abilities of students			
4. Helps establish and maintain a positive and challenging learning environment			
5. Fosters student independence, socialization and self-Esteem			
6. Provides effective behavior management for students			
7. Exhibits patience while working with children			

COMMENTS:

Performance Indicator	Exceeds Expectations	Meets Expectations	Does Not Meet Expectations
RELATIONSHIPS			
1. Works effectively and respectfully with others, including co-workers, supervisors, parents and students			
2. Responds appropriately to input and direction from teachers and other team members			
3. Maintains professional boundaries with students, colleagues and parents			

COMMENTS:

**

ADDITIONAL COMMENTS:

PARAPROFESSIONAL COMMENTS (Optional):

Signature of Paraprofessional: _____ Date: _____
(Signature indicates paraprofessional has seen Evaluation Report)

Signature of Evaluator: _____ Date: _____

Signature of Principal: _____ Date: _____

**APPENDIX B
EASTON PUBLIC SCHOOLS**

PARAPROFESSIONAL LEAVE BENEFITS

	<u>2019-2021</u>	
<u>Hours/Week</u>	<u>Sick Days</u>	<u>P.B. Days</u>
5	2	0
6	3	1
7	3	1
8	3	1
9	4	1
10	4	1
11	5	1
12	5	1
13	5	1
14	6	1
15	6	1
16	7	1
17	8	2
18	8	2
19	9	2
20	9	2
21	9	2
22	10	2
23	10	2
24	10	2
25	10	2
26	11	2
27	12	2
28	12	3
29	12	3
30	13	3
31	13	3
32	14	3
33	14	3

APPENDIX C

EASTON PUBLIC SCHOOLS EASTON, MA

CORI POLICY/PROCEDURES FOR EMPLOYEES

BACKGROUND: Chapter 385 of the Acts of 2002, an Act Further Protecting Children, requires school systems to obtain criminal offender records information ("CORI") on all current employees, applicants for employment, volunteers, individuals who provide transportation services to students on a regular basis, and independent contractors and laborers hired to perform work on school grounds.

SCHOOL SYSTEM APPROVAL PROCESS: Even though a school system has been authorized to receive CORI data on new employees, it must resubmit a certification application with the Criminal History Systems Board ("the Board"). Upon re-approval by the Board, the school system will be assigned a CORI code which allows the Board to track CORI requests and deliver information efficiently and accurately.

AUTHORIZED DISTRICT EMPLOYEES: The school system must identify the individuals who will be authorized to receive CORI data, and include this information as part of the application process. As part of an Agreement of Non-Disclosure, each person who is identified by the school system to receive CORI data must sign and submit an agreement that CORI information will not be released to any individual other than the Superintendent of Schools, and the individual for whom the CORI data was sought.

CENTRALIZED STORAGE LOCATION: Copies of the CORI request forms, and all CORI data that is received from the Board will be stored in a locked file cabinet in the office of the Administrative Assistant to the Superintendent. Copies will not be included in Personnel Files, nor will anyone other than the Administrative Assistant and the individual himself/herself have access to the information.

CONDITION OF EMPLOYMENT: It is a condition of continued employment that an employee, upon request, sign the CORI form that allows the school district to receive the CORI data from the Criminal History Systems Board pursuant to Massachusetts law (Chapter 385 of the Acts of 2002).

FREQUENCY OF CORI SUBMISSIONS: CORI checks for individual employees will be conducted not more than every three (3) years without good cause during an individual's term of employment. Upon the receipt of the new CORI data, the previous CORI data will be destroyed.

USE OF CORI INFORMATION: Each CORI case is different, and determinations will therefore be made on a case-by-case basis. Among the factors to be considered will include, but not be limited to when the conduct occurred, the type or nature of the conduct, the relationship of the conduct to the employee's present position, the penalty imposed, whether the charge resulted

in a conviction, whether the individual has been arrested subsequently, and post-conviction conduct.

COMMUNICATION WITH EMPLOYEE: Once the CORI data has been received by the school system, it will be filed in the office of the Administrative Assistant. A determination will also be made whether or not the information delineated necessitates a meeting between the employee and the Superintendent. If such a meeting is indicated, the employee has the right to be represented by counsel and/or union representation.

DUE PROCESS: Any and all personnel actions resulting from a CORI report shall be conducted pursuant to the provisions of the respective collective bargaining agreement and the General Laws of the Commonwealth.

Nancy De Luca
E.E.A. President

Date

Michael Green
Superintendent

Date

APPENDIX D

EASTON PUBLIC SCHOOLS
TO BE COMPLETED BY PATIENT/EMPLOYEE

Employee Information

Name: _____

Address: _____

EPS Job Description: Teacher () Nurse () School Psychologist ()
Guidance Counselor () Adjustment Counselor ()

Authorization to Release Information: I hereby authorize the undersigned licensed health care provider to release to the Easton Public Schools Sick Leave Bank Committee any information requested with respect to this request for Sick Leave Bank days.

Sick leave bank does not apply to workmen's compensation cases nor does it apply to extend a maternity leave.

I understand the Sick Leave Bank Policy and that the Committee decision is final and not subject to appeal.

Signature: _____ Date: _____

Please return the completed forms along with a letter of request to the Chairperson of the Sick Leave Bank Committee, Kathy Kelly at Easton Middle School.

TO BE COMPLETED BY LICENSED HEALTH CARE PROVIDER

The medical diagnosis of the condition(s) causing absence from work: _____

How does this medical diagnosis impact the patient's ability to perform their job?

Prognosis: _____

If pregnant, state anticipated delivery date: _____

Anticipated date of return to work: _____

Licensed Health Care Provider (Please Print)

Licensed Health Care Provider Signature
(No Rubber Stamp Please)

Address

Telephone Number

City State Zip

Date