

HAMPSHIRE REGIONAL EDUCATION ASSOCIATION

HAMPSHIRE REGIONAL HIGH SCHOOL EDUCATION SUPPORT PROFESSIONALS CONTRACT
 SEPTEMBER 1, 2020 - AUGUST 31, 2023

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IN WITNESS THEREOF, the parties hereunto set their hands:

 For the SCHOOL COMMITTEE

 For the EDUCATION SUPPORT
 PROFESSIONALS ASSOCIATION

Date:

Date:

HAMPSHIRE REGIONAL EDUCATION ASSOCIATION
HAMPSHIRE REGIONAL HIGH SCHOOL EDUCATION SUPPORT PROFESSIONALS CONTRACT

ARTICLE I
RECOGNITION

- A. The Hampshire Regional School Committee hereby recognizes the Hampshire Regional Education Association /Massachusetts Teachers Association/National Education Association as the exclusive bargaining agent for purposes of collective bargaining regarding wages, hours, and conditions of employment for a unit of employees including Administrative Assistant, Job Developer/Coach, Special Needs Paraeducator, and Library Resource Paraeducator.
- B. Application of the above unit titles to contract articles will apply in the following manner:
 - 1. Administrative Assistant will include all employees holding titles of Administrative Assistant;
 - 2. Paraeducator will include all employees holding the titles of Job Developer/Coach, Special Needs Paraeducator, and Library Resource Paraeducator;
 - 3. Unit members will include all titles referenced in Section A above.

ARTICLE II
NEGOTIATION PROCEDURE

- A. The Committee agrees to negotiate with the Association over a successor agreement concerning unit members' wages, hours, and other terms and conditions of employment.
- B. If the negotiation carried out by the parties reaches an impasse, the advisory procedures set forth in the General Laws will be employed. Submission to voluntary arbitration under Section 9 of Chapter 150E is neither expressly nor implicitly included in this provision.
- C. The parties acknowledge that during the negotiations that resulted in this agreement each had the unlimited right and opportunity to make demands and proposals on any subject or matter not removed by law from the area of collective bargaining; that any such matters not covered herein have been voluntarily withdrawn as part of the consideration for making this agreement. Therefore, both parties unqualifiedly waive the right, and each agrees with the other that neither shall be obligated to bargain collectively with respect to any subject not covered by this agreement, except as may be otherwise provided for in any "reopening" clause contained herein, even though said subjects may not have been within the knowledge of one or both of the parties at the time this agreement was negotiated and signed.
- D. Since this agreement represents the entire understanding of the parties on all subjects covered by it, it may not be added to, deleted from or amended by anyone except the parties hereto. Before the Committee implements a change in policy which affects wages, hours, and other terms of this agreement, the Committee will notify the Association in writing.
- E. Any agreement reached with the Committee will be reduced to writing, will be signed by the Committee and the Association, and will become an addendum to this agreement.
- F. The Committee agrees not to negotiate with any organization other than that designated as the exclusive bargaining agent for this unit pursuant to the general laws relating to collective bargaining.

ARTICLE III
SALARY AND WAGES

The salary schedules for all unit members are set forth in Appendices A and B hereto attached, and made a part thereof.

ARTICLE IV
AMENDMENT

This agreement may be amended by a written document of the Committee and the Association at any time.

ARTICLE V
EMPLOYEE FACILITIES

To the extent practicable within existing facilities, the school will have:

1. An appropriately furnished and ventilated room for the exclusive use of the teachers and unit members, such as a faculty lounge.
2. An adequate parking area reserved for teachers and unit members.
3. A secure place for the storage of instructional materials and supplies, as well as personal items.

ARTICLE VI
EMPLOYEE ASSIGNMENT

- A. Every Unit member will be notified in writing of his or her assignments for the coming school year and special or unusual assignments he or she will have as soon as practical, and under normal circumstances no later than July 1. If the District's budget has not been passed by August 1, then the written notification will be given as soon as practical after the passage of the budget. Any changes in the original assignment made after the initial notification must also be made in writing, and in making such assignments, the Administration will take into consideration the experience and competence of the unit member and his or her length of service. No Paraeducator will be assigned professional duties due to layoffs and/or rearrangements in professional duties. No unit member will be required to transport students in his or her own vehicle. Paraeducators may be assigned to supervise one (1) lunch period during the seven (7) day schedule along with at least one (1) other adult. Paraeducators may be assigned to test proctoring. Middle School Paraeducators will be assigned to attend academic team meetings whenever possible. Paraeducators assigned to a particular student shall be assigned to other duties when that Paraeducator is not assigned to that student.
- B. **SUBSTITUTE TEACHING**
1. A Paraeducator may be assigned to supervisory duty or substitute teaching for one or more periods, but only if a supervisor determines that the Paraeducator can be spared from his or her normal duty assignment, and only if the Paraeducator agrees to it.
 2. In situations where more than one Paraeducator could be asked to substitute, the most senior Paraeducator will be asked first.
 3. Paraeducators who take on such an assignment will be paid a stipend of \$18.00 per period assigned, in addition to their regular salary.
- C. **VACANCIES**
1. Whenever any vacancy in a unit position occurs during the school year (September to June), it will be adequately publicized by the Superintendent as far in advance as possible by means of a notice placed on the school bulletin board, and by e-mail to unit members.
 2. For any vacancies that occur during the months of July and August, e-mail notice will be sent to unit members, and written notice will be provided to officials designated by the Association. The Association will also provide the Superintendent's office three self-addressed, stamped envelopes for each employee who wishes to be notified of vacancies.

3. In either notice the qualifications, duties and rate of compensation for the vacant position will be clearly noted in the posting. The qualifications set forth for a particular position will not be changed arbitrarily, capriciously or without basis in fact when such vacancies occur in the future.
4. No vacancy for a unit position will be filled within fourteen (14) days from the date the notice is posted or given to the Association. For the purposes of this section, a school year is defined as beginning on September 1 and ending on August 31.
5. All unit employees will be given adequate opportunity to apply for such a position, and the Principal agreed to give due weight to the professional background and attainments of all applicants. When all factors are substantially equal, preference in filling such vacancies will be given to qualified applicants who are already District employees.

ARTICLE VII SUMMER SCHOOL AND TUTORING

A. Summer School

Paraeducators working as a licensed teacher will be paid \$40 an hour. Hours for student contact and lesson planning will be determined after discussion between the Administrator and the Paraeducator. All other Paraeducators will be paid \$20 an hour.

B. Tutoring

Paraeducators working as a licensed teacher will be paid \$40 an hour. Paraeducators working under the supervision of a teacher will be paid \$20 an hour. Hours for student contact will be determined after discussions between the Administrator and the Paraeducator.

C. Other Hourly Work Not Listed Above

Paraeducators will obtain admin approval and receive \$20 per hour.

ARTICLE VIII GRIEVANCE PROCEDURE AND ARBITRATION

The purpose of the procedure is to produce prompt and equitable solutions to those problems which from time to time may arise and affect the conditions of employment of the employees covered by this Contract. The Committee and the Association desire that such a procedure shall always be as informal and confidential as may be appropriate for the grievance involved at the procedure level involved; and nothing in this Contract shall prevent any such employee from individually presenting any grievance of the employee.

LEVEL ONE: An employee with a grievance will first present the grievance in writing to the building principal directly or through the Association's school representative, with the objective of resolving the matter informally.

LEVEL TWO: If within five (5) days next following such presentation of the grievance the grievance shall not have been disposed of to the employee's satisfaction, the employee may, within five (5) days thereafter, file with the President or his/her designee of the Association a written statement of the grievance. Within five (5) days thereafter, such statement shall be reviewed with the employee by the said President or his/her designee of the Association, and if after such review the employee shall so desire, the grievance shall forthwith be presented in writing by the employee and the said President or designee of the Association to the Superintendent.

LEVEL THREE: If within twenty (20) days next following such presentation to the Superintendent the grievance shall not have been disposed of to the employee's satisfaction, the employee may, within five (5) days thereafter, notify said President or designee of the Association in writing of the employee's desire to have the grievance presented to the School Committee, and within five (5) days following the receipt of such notice, the President and/or designees shall meet with the employee to decide whether or not the Association will present the grievance to the School

Committee. If the President or designee and the Executive Board of the Association shall so vote, the grievance shall forthwith be presented in writing by the Association to the School Committee; and within fifteen (15) days thereafter the School Committee shall meet with the President or designee, the Executive Board and the employee in an effort to settle the grievance.

The grievance hearing at the School Committee level will occur within forty-five (45) days or a mutually agreed upon date.

LEVEL FOUR: If within twenty (20) days next following presentation of the grievance in writing to the School Committee the grievance shall not have been disposed of to the satisfaction of the President or designee and the Executive Board of the Association, and if the grievance shall involve the interpretation or application of any provision of this Contract, the Association may, by giving written notice to the School Committee within ten (10) days next following the conclusion of such period of twenty (20) days, present the grievance for arbitration according to the following procedure:

1. The parties agree for the duration of this agreement to select an arbitrator from the following panel of arbitrators. The selection of an arbitrator will be made from the American Arbitration Association.
 2. The arbitration proceedings will be conducted under the rules of the American Arbitration Association. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement. The award shall be final and binding on the School Committee, the Association and the grievant.
 3. If the School Committee claims the Association has violated any provision of the Agreement, it may present such claim to the Association in writing and if the parties fail to settle it within ten (10) calendar days, the School Committee may submit the dispute to arbitration under the provision of this Article. If for any reason the permanent rotating panel listed in Section 1 is not able to satisfy, the parties' need to arbitrate the dispute, then the party submitting the issue to arbitration may submit a conventional demand for arbitration to the American Arbitration Association. Any such arbitrator selected will be under the rules of the American Arbitration Association and be bound by the provisions of the Grievance Procedure contained in this Article.
- B. The arbitrator so selected will confer with the representatives of the School Committee and the President and/or Teachers Association designees and hold hearings promptly and will issue a decision not later than twenty (20) days from the date of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to the arbitrator. The arbitrator's findings will be in writing and will set forth findings of fact, reasoning, and conclusions on the issue(s) submitted. The decision of the arbitrator will be submitted to the School Committee and the Association and will be final and binding.
- C. 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 School Committee and the Association.
- D. If within twenty (20) days next following the occurrence of any grievance, or the date of first knowledge, of its occurrence by any employee affected by it, the grievance shall not have been presented at Level One of the procedure set forth, the grievance shall be deemed to have been waived; and any grievance in course under such procedure shall also be deemed to have been waived if the action required to present it to the next level in the procedure shall not have been taken within the time specified.
- E. If the employee covered by this Contract shall present any grievance without representation by the Association, the disposition, if any, of the grievance shall be consistent with the provisions of this Contract; and if the Association shall so desire it shall be permitted to be heard at each level of the procedure under which the grievance shall be considered.
- F. No written communication, other document, or record relating to any grievance shall be filed in the personnel file maintained by the Hampshire Regional School District for any employee involved in presenting such grievance.

- G. All the time limits herein shall consist of calendar days exclusive of legal holidays and weekends; the time limits indicated will be considered maximum unless extended by mutual agreement in writing.
- H. In the event that a grievance is filed which cannot be resolved to the satisfaction of the Association prior to the termination of this Contract using normal time limits set out herein, the Association may submit a grievance directly to arbitration in accordance with Level Four of this procedure.

ARTICLE IX - A
PARAEDUCATOR WORK SCHEDULE

A. WORK DAY

- 1. The regular work day for Paraeducators will be 6.5 hours in length, starting 5 minutes before the student day begins and ending 20 minutes after the student day ends.
- 2. Paraeducators shall be entitled to 15 minutes of duty-free break time each day.
- 3. On student half days, Paraeducators may be assigned tasks by their supervisors to work a full day. If no such tasks are assigned, Paraeducators may leave twenty minutes after the student day ends, without loss of pay.

B. WORK YEAR

The work year for Paraeducators will be 182 days. But Paraeducators may be required to work in excess of 182 days and if required, agree that they will work as required and will be paid 1/182 of their annual salary for each day worked in excess of 182 days.

C. AFTER SCHOOL MEETINGS

Paraeducators may be required to attend staff meetings and department meetings called by the Superintendent, Principal, Coordinators, or Heads of Departments. Every effort will be made to schedule such meetings no later than ten minutes after the end of the Paraeducators regular work day.

D. LUNCH

Each Paraeducator shall have a duty-free lunch period of thirty minutes, to be scheduled by his or her immediate supervisor. This time shall not be included as part of his or her working day.

ARTICLE IX - B
ADMINISTRATIVE ASSISTANT WORK SCHEDULE

A. HOURS OF WORK

- 1. The schedule for Administrative Assistants who work full time on a fifty-two-week basis shall be seven and one-half hours each day, thirty-seven and one-half hours per week, exclusive of lunchtime, Monday through Friday. The Principal will assign specific work hours.
- 2. The schedule for Administrative Assistants who work part-time on a fifty-two-week basis will be determined by each individual's job category. Part-time Administrative Assistants will be entitled to the benefits herein on a pro-rated basis.
- 3. Administrative Assistants shall be entitled to fifteen (15) minutes of duty-free break time each day.
- 4. Each Administrative Assistant shall have a duty-free lunch period of thirty (30) minutes, to be scheduled by his or her immediate supervisor. This time shall not be included as part of his or her working day.

B. EMERGENCY DAYS

- 1. When the normal workday is cancelled or delayed due to inclement weather or other emergency conditions, the Superintendent will determine whether or not to open the Central Office. The Superintendent will place a Connect-Ed call to Central Office and HRHS staff, to confirm that the office is open and specify the time when staff should report to work.
- 2. If the Central Office is open, the HRHS Office will also be open.

3. On days when Central and HRHS Offices are open, Administrative Assistants can report to work or take Personal Leave or Vacation day and not report to work. Administrative Assistants may not use Sick Leave on these days unless accompanied by a doctor's note.
4. When the Superintendent determines that the weather or other emergency results in conditions that are too dangerous for travel, both offices will be closed. Days when both offices are closed will not result in any personal or vacation charges to Administrative Assistants.

C. COMPENSATORY TIME

1. On certain occasions due to heavy workload Administrative Assistants may be asked to work more than the required 37.5 hours per week. Such additional work will be voluntary.
2. In these circumstances, if the Administrative Assistant agrees to work additional hours, he or she will accrue compensatory time. Thereafter, when scheduled with the Principal or Assistant Principal, the Administrative Assistant may be absent in lieu of normal work hours for an equal amount of time.
3. Compensatory time earned not in excess of 40 hours in a week will be taken as straight time.
4. Compensatory time earned in excess of 40 hours per week will be taken at time-and-a-half, that is, for every extra hour worked, the employee may be absent one and one-half hours.
5. After approval is granted the extra hours worked will be documented on weekly time sheets as Compensatory Time Earned (CTE).
6. As compensatory time is used, the employee will document the time as Compensatory Time Used (CU).
7. All compensatory time should be used within a three-month period of when it is earned.
8. Compensatory Time Earned (CTE) must be preapproved by the building principal or assistant principal in writing on a district approved form for specific tasks that cannot be completed within the regular work schedule.

D. HOLIDAYS

1. Holiday pay is based on the employee's average daily rate.
2. Administrative Assistants who work 52 weeks a year shall be paid for the following holidays or related days:

New Year's Day	Memorial Day	Veteran's Day
Martin Luther King Day	Independence Day	Thanksgiving Day
President's Day	Labor Day	Day after Thanksgiving
Patriot's Day	Columbus Day	Christmas Day
3. If an office must be opened during any of the above-mentioned holidays, Administrative Assistants who work will be entitled to choose another day off, with pay.
4. When a holiday falls on a Saturday, Administrative Assistants will be granted the preceding Friday off when school is not in session. If school is in session, Administrative Assistants who work will be entitled to choose another day off, with pay.
5. When a holiday falls on a Sunday, Administrative Assistants will be granted the following Monday off, with pay.
6. If the office is open on the day immediately preceding Thanksgiving Day, Christmas Day, or New Year's Day, the work day for Administrative Assistants will end at 12:00 noon or after one-half the normal work schedule, whichever is applicable.

ARTICLE X - A
PARAEDUCATOR LEAVES OF ABSENCE WITH PAY

A. SICK LEAVE AVAILABILITY

1. Paraeducators will be entitled to one and one-half (1.5) sick leave days, with full pay, per school month as of the last day of each month, during the ten-month school year. Sick leave days may be accumulated from year to year with a maximum limit of 140 days.
2. Paraeducators may use up to five (5) days of sick leave at any one time for the serious illness of parent, child, or spouse, who is unable to care for him/herself.
3. A Paraeducator who has accumulated one hundred forty (140) sick days shall receive, at the end of the school year, monetary compensation at the entry non-certified substitute rate for

each of the fifteen (15) days mentioned in paragraph 1 above that does not apply to the maximum. For employees hired after September 1, 2013, the accumulation requirement will be 210 sick days instead of 140 sick days.

B. SICK LEAVE REIMBURSEMENT

Upon death or retirement under normal service conditions, a Paraeducator will be reimbursed for one and one-half (1.5) day's pay for every year of service at the employee's per diem rate in effect at the time of retirement or death. For employees hired after September 1, 2013, in order to receive this reimbursement, the Paraeducator must have ten years of prior service to the Hampshire Regional School District.

C. OTHER PAID LEAVE

Each Paraeducator will be entitled to the following temporary leaves of absence with pay each school year:

1. Time necessary for any legal proceeding in connection with the Paraeducator's employment or with the school system or in any legal proceeding if he is required by law to attend.
2. Paraeducators may be absent without loss of pay for bereavement purposes, as follows:
 - a. Up to four calendar days, at any one time, in the event of the death of an employee's spouse, child, parent, brother, sister, step-child, step-parent, step-brother, step-sister, grandparent, or grandchild of an employee; or parent (including step-parent, step-child) of spouse; domestic partner; or person living in the immediate household.
 - b. Up to three calendar days, at any one time, in the event of the death of an employee's son-in-law, daughter-in-law or of the spouse's child, brother, sister, grandparent, or grandchild.

D. PERSONAL LEAVE

1. With the approval of the Principal, Paraeducators may be absent for up to three (3) days without loss of pay for personal reasons, providing that:
 - a. The absence is for conducting business that cannot be taken care of after school hours;
 - b. The absence is not to extend holidays or vacations;
 - c. The Staff member requests such leave at least 24 hours in advance except in cases of emergency, with the reason stated.
2. Unused personal leave will convert to sick leave at the end of the school year. However, these converted days cannot be used for the calculations outlined in Article X, Sec. A-3.

E. JURY DUTY - Paraeducators will be granted leave necessary for jury duty as mandated under the Federal law or General Laws of Massachusetts. Paraeducators serving on jury duty shall receive no loss of pay for such time served provided that all payments, exclusive of reimbursements made to the Paraeducator juror by Federal, Commonwealth, or subdivision thereof, shall be turned over to the Hampshire Regional School District Business office.

F. PARENTING - A bargaining unit member will be granted parenting leave. The parties agree that they will abide by all applicable state and federal laws regarding parenting leave.

G. RELIGIOUS OBSERVANCE - For the purposes of religious observance if the religious conviction of the employee prohibits him or her from working on said day, an employee may be granted use of their personal days for religious observation in accordance with Section D Personal Leave.

1. One additional paid day may be used for the purpose of religious observance. This day will be deducted from a Paraeducator's accumulated sick leave.

H. OTHER

1. The Superintendent may authorize additional compensated absences in cases of emergency or extenuating circumstances.
2. Except as it relates to section H (below) leaves pursuant to Article X will be granted in addition to sick leave and not considered as part thereof.
3. One (1) day a school year will be available for the purpose of visiting other schools, attending meetings, teacher workshops, or conferences of an educational nature, providing that evidence

is presented prior to the meeting that this experience will directly benefit the Hampshire Regional School District. Prior approval of the Principal is needed, and a written report of the meeting on an approved form must be passed in within seven (7) days after the meeting. The Superintendent may authorize additional days under this section for the purpose where the circumstances in his or her professional judgment warrant such consideration.

ARTICLE X - B
ADMINISTRATIVE ASSISTANT LEAVES OF ABSENCE WITH PAY

A. SICK LEAVE AVAILABILITY

1. Beginning in the first year of employment, Administrative Assistants will accumulate available sick leave on the basis of one and one-half days (1.5) days per month.
2. Sick leave may be accumulated to 200 days.
3. Administrative Assistants may use up to five days of sick leave at any one time for serious illness of a spouse, child, or parent.
4. Upon death or retirement under normal service conditions from the Hampshire County Retirement System, Administrative Assistants are allowed to surrender one day's unused sick leave for each year of prior service to the District, at current pay. Only Administrative Assistants with ten or more years of service to schools in the Hampshire Regional School District will be eligible for this provision.
5. Any Administrative Assistant who has accumulated two hundred sick days shall receive, at the end of the fiscal year, monetary compensation at the rate of \$15 for each of the fifteen days mentioned in paragraph A(2) above that does not apply to the maximum.

B. VACATION LEAVE

1. All vacation schedules are subject to approval by the Principal.
2. The leave year covers the period July 1 through June 30.
3. Newly hired Administrative Assistants will earn vacation time in the amount of one day per month, not to exceed ten days by June 30th of the school year in which they were hired.
4. Unless otherwise negotiated at the time of initial employment, during years two and three of employment, Administrative Assistants will be entitled to two weeks vacation time.
5. Commencing in year four of employment, Administrative Assistants will be entitled to three weeks vacation time.
6. After four years, one additional vacation day will be earned per year, to a maximum of 20 days per year.
7. Yearly vacation time earned may be carried forward through the month of September, after which any unused time will be forfeited.
8. Any Administrative Assistant with three or more weeks vacation time who has not been able to take all his or her vacation may, after September of each new year, request to be compensated for five days of unused vacation time at his or her per diem rate of pay. Any additional days not used will be forfeited.
9. An employee who resigns or retires shall be paid for his or her unused vacation pay at the time of departure.
10. In order to attract and retain skilled, qualified and experienced employees, newly hired Administrative Assistants with ten (10) or more years of relevant previous office experience shall be entitled to receive three (3) weeks of vacation leave, effective after the first initial year of employment.

C. BEREAVEMENT LEAVE

1. Administrative Assistants may be absent without loss of pay for bereavement purposes, as follows:
 - a) Up to four calendar days, at any one time, in the event of the death of an employee's spouse, child, parent, brother, sister, step-child, step-parent, step-brother, step-sister, grandparent, or grandchild of an employee; or parent (including step-parent, step-child) of spouse; domestic partner; or person living in the immediate household.
 - b) Up to three calendar days, at any one time, in the event of the death of an employee's son-in-law, daughter-in-law or of the spouse's child, brother, sister, grandparent, or grandchild.

2. The Superintendent has the discretion to grant additional time with or without pay under extenuating circumstances.

D. PERSONAL LEAVE

1. With the approval of the Superintendent, Administrative Assistants may be absent for up to four (4) days without loss of pay for personal reasons, providing that:
 - a) The absence is for conducting business that cannot be taken care of after school hours;
 - b) The absence is not be used to extend holidays or vacations;
 - c) The staff member requests such leave at least 24 hours in advance, with the reason stated.
2. Personal days are not cumulative from year to year.

E. RELIGIOUS OBSERVANCE - For the purposes of religious observance if the religious conviction of the employee prohibits him or her from working on said day, an employee may be granted use of their personal days for religious observation in accordance with Section D Personal Leave.

1. One additional paid day may be used for the purpose of religious observance. This day will be deducted from an Administrative Assistant's accumulated sick leave.

F. JURY DUTY LEAVE

1. Administrative Assistants who serve on jury duty will continue to receive their usual wages or hourly pay, provided that they turn over their jury duty pay, minus meals, and mileage to the Regional District Treasurer.
2. Employees are required to provide proof of jury duty service before and after such service.
3. Employees are expected to report to work if they are released from jury duty during work hours.

ARTICLE XI
SICK LEAVE BANK

1. The Committee shall maintain a sick leave bank so as to enable Association members to voluntarily contribute a portion of their sick leave accumulation for use by a participating member whose sick leave accumulation is exhausted through prolonged illness.
2. Association members who wish to participate after their first year of employment may enroll in the program each year by donating two (2) days of their accumulated sick leave into the bank prior to November 1 of the school year.
3. When sixty (60) or more days have accumulated in the Educational Support Professionals' sick leave bank Association members will not donate additional days to the bank except Association members beginning their second year of employment and Administrative Assistants new to the sick leave bank who may enroll in the program by donating three (3) days of their accumulated sick leave into the bank by Sept. 15.
4. The sick leave bank committee shall be the same as the teachers' sick leave bank committee.
5. Eligibility for benefits.
 - a. Exhaustion of all accumulated sick leave.
 - b. Use of the bank limited to once per year per person.
 - c. Incapacitation for not less than fifteen (15) consecutive school days. If participant's sick leave days are exhausted during the fifteen-day waiting period, sick bank days shall apply retroactively to the day that the employee's own sick leave is exhausted.
 - d. Benefits are limited to participating members who have fulfilled the requirements of eligibility and whose application has been approved by a majority of the sick bank committee.
 - e. Benefits are not available to individuals on leaves of absences for which compensation is not being made by the district.
 - f. In no case shall the sick leave bank committee award more than 10 days without a review at the conclusion of each 10 days of benefits for any one individual at any one time.
 - g. Years of service in the Hampshire Regional School District.

Years ¹	1 st	2 nd	3 ^d	4 th	5 th	6 th	7 th	8 th	Thereafter
Days ²	15	19	23	27	31	35	39	43	43

¹ Fifteen days available during first year of service

² Denotes allowable days from the Bank

ARTICLE XII - A
PARAEDUCATOR LEAVES OF ABSENCE WITHOUT PAY

- A. All benefits to which a Paraeducator was entitled at the time of his/her leave of absence commenced will be assigned to the same position or reasonably equivalent position, if available, which he/she held at the time said leave commenced at the salary level that he/she would have attained had he/she been continuously employed by the Committee.
- B. All requests for leaves, extensions, or renewals of leaves will be made and responded to in writing in a timely manner.
- C. Other leaves of absence without pay may be granted by the Superintendent, and upon the recommendation of Principal.

ARTICLE XII - B
ADMINISTRATIVE ASSISTANT LEAVES OF ABSENCE WITHOUT PAY

- A. Unpaid Leave
 - 1. Employees who have exhausted available paid leave days shall not be paid for days of continued absence.
 - 2. In general, employees have an obligation to provide continuous service to the school district, and therefore are not entitled to unpaid leave.
 - 3. It is understood, however, that certain situations may merit releasing employees for one or more days without pay, and upon written request, unpaid leave may be granted by the Principal.
- B. Leave of Absence
 - 1. An Administrative Assistant whose personal illness extends beyond the period compensated may, upon request, be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness, up to one year.
 - 2. A doctor's statement attesting to the illness or recuperative period must be submitted upon request of the Superintendent or his/her designee. A maximum leave of one employment year may be granted for illness. All benefits of the Administrative Assistant will be suspended, except for health and life insurance. During this period, the Administrative Assistant shall pay for the total cost of insurance premiums.
 - 3. Upon return, the Administrative Assistant will be assigned to the same or similar position he or she held at the time leave commenced. A doctor's statement attesting to the employee's recovery will be required upon return.
 - 4. The Superintendent may grant other leaves of absence without pay.
- C. Parenting Leave - Administrative Assistants will be eligible for parenting leave in accordance with the provisions of applicable state and federal laws.

ARTICLE XIII
TERMS OF EMPLOYMENT/EVALUATION

- A. All monitoring or observation of the work performance of a unit member will be conducted openly and with his or her full knowledge. Unit members will be given copies of all evaluation reports prepared and will have the right to discuss and sign each report with their superiors. Such

signatures in no way indicate agreement with the contents thereof. Newly hired employees will receive a written evaluation after thirty (30) and ninety (90) working days of employment, and before 180 working days of employment.

All administrative assistants will be evaluated annually by their immediate supervisor, and prior to reappointment. The Principal, based on this evaluation, determines consideration for continued employment.

- B. Unit members will have the right, upon request, to review and make copies of the contents of their personnel files. A unit member will be entitled to have a representative of the Association accompany him or her during such review.
- C. No material derogatory to the conduct, service, character, or personality will be placed in a unit member's personnel file unless he or she the unit member has had an opportunity to review such material by affixing his or her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The unit member will also have the right to submit a written answer to such material and the answer shall be reviewed by the Superintendent and attached to the file copy.
- D. Any complaints regarding the unit member's integrity made to any member of the administration by any parent, student, or other person will be promptly called to the attention of the unit member.
- E. The Association recognizes the authority and responsibility of the Principal for disciplining and reprimanding a unit member for delinquency of performance. If a unit member is to be disciplined or formally reprimanded in writing by a member of the administration, he or she will be entitled to have a representative of the Association present.
- F. No unit member will be dismissed, disciplined, reprimanded, reduced in rank or compensation without just cause.
- G. All new employees referred to in this policy are subject to three hundred sixty (360) working day probationary period.
- H. A pre-employment background screening will be requested from the Criminal History Systems Board, under the provisions of the Criminal Offenders Record Information System Act (CORI). Employees will be hired contingent on the results of this criminal record check.

ARTICLE XIV REDUCTION IN STAFF

- A. In the event it becomes necessary to reduce the number of Paraeducators or Administrative Assistants presently in the employ of this District, the Committee agrees that it will adhere to such procedures as may be required by law. In doing so, every reasonable effort will be made to terminate service of employees by taking into account the following criteria: special skills training required to meet the current needs of students/school district, quality of work performance as evidenced by evaluations, and seniority. Highly qualified status may also be taken into account.
- B. Whenever it appears such reductions will be necessary, the Committee agrees to give the reasonable earliest possible notice to the Paraeducator or Administrative Assistant who will be terminated. Any employee who is terminated under this Article may leave a written notice that he or she desires to return to Hampshire Regional for employment in the event future vacancies in comparable positions develop, and such notice will contain the address, phone number, and email address where such Paraeducator may be contacted. The Committee agrees to contact such persons for possible re-employment if vacancies develop. Failure of the employee to respond to the notifications as to his or her intentions within twenty-one (21) days from the date of notification will raise a conclusive presumption that the employee no longer desires to return to the Hampshire

Regional District. If no such vacancy arises within twelve (12) months of the date of the employee's termination, then no further right to recall will exist.

- C. Seniority for each category of employee as defined in Article I, Sections B (1 and 2) of this agreement, shall be determined according to the following criteria:
 - 1. The initial employment date for an employee whose paid employment began not less than one (1) nor more than three (3) days prior to the first day of classes shall be recorded as September 1st of that year.
 - 2. The initial employment date for an employee whose employment began at any other time shall be the date upon which paid employment actually began.
 - 3. In cases where two or more individuals are equally senior, the order of seniority for such individuals shall be determined by first using the dates upon which the school committee voted their respective employment. If voted upon collectively, preference will be given to the employee who has achieved the highest level of training.
 - 4. Seniority is defined as an employee's length of service from the most recent date of employment. Employment will be defined as the first day for which compensation was received. Part-time employees will have their seniority prorated on the time actually worked.
 - 5. Employees shall be credited for seniority purposes with all time spent on any leave of absence provided for in this Agreement and while eligible for recall under Section B of this Article.
- D. A list specifying the seniority of each member of the bargaining unit shall be prepared by the Superintendent and forwarded to the Association President within thirty (30) days following execution of this Agreement. An updated seniority list shall be supplied by the Superintendent by October 15 of each year thereafter.
 - 1. If an employee or the Association does not file a grievance within (30) days after an updated seniority list is verified by the Association President, all grievances regarding the seniority of said list shall be waived. The Association President will have twenty-five (25) days to verify such seniority list.
 - 2. Notwithstanding the above, errors in the list which are the result of omissions, miscalculations, or typing may be corrected during the month of March of each year provided the party initiating the correction notifies the other party in writing. Said correction(s) will be effective, prospective in nature, from the date the correction(s) are verified by both parties.

ARTICLE XV BENEFITS AND PROTECTION

- A. INSURANCE - The School Committee shall contribute its appropriate share of the cost of the following types of insurance coverage for Paraeducators and Administrative Assistants.
 - 1. A term life insurance plan of the type presently available to other Hampshire Regional District employees.
 - 2. Individual and family coverage for health and accident insurance, whichever applies to the particular case, of the types presently available as most recently revised. The School Committee agrees to assume no less than 70% of such costs. Unit members will be required to contribute twenty five percent (25%) towards health insurance effective September 1, 2011.
- B. ANNUITY - Paraeducators and Administrative Assistants will be eligible to participate in a "tax-sheltered" Annuity Plan established pursuant to United States Public Law 87-370.
- C. RETIREMENT
 - 1. Employees who work 50% or more are required to participate in the Hampshire County Retirement Plan, as under Chapter 32, Section 1-28 of the General Laws.
 - 2. The School Committee will pay 51% of the cost of the health insurance premiums of Paraeducators and Administrative Assistants who retire under the Hampshire County Retirement System, and who at the time of their retirement are participating in the District's medical insurance plan.

ARTICLE XVI
PAYROLL

A. PAY DAYS AND PAY PERIODS

1. The payday for Paraeducators and Administrative Assistants will be every other Thursday in 26 or 27 equal installments depending on the calendar, beginning in September, two (2) weeks after the last pay day in the preceding August. If a given Thursday is a non-school day and the Treasurer's office is open for business, the checks may be picked up at such office until 12 P.M., after which time any undelivered checks will be mailed out. If a given Thursday is a non-school, non-business day, payday shall be on Friday. If such a Friday is a non-school day but is a business day, checks may be picked up at the Treasurer's Office until 12 P.M., after which time all undelivered checks will be mailed.
2. Any Paraeducator desiring the salary he or she would normally receive for the summer months to be paid in a lump sum must give notification to the Superintendent's Office not later than May 15. The lump sum payment (excepting pay due for the last pay period of the school year) shall be made on the final school year pay day, and the pay for the final pay period will be forwarded to the Paraeducator within fourteen (14) days after the close of the Paraeducator work year or after the day on which all year-end closing details and requirements have been completed by the Paraeducator seeking lump sum payment, whichever is later. In addition, Paraeducators may authorize the District Treasurer to forward normal summer payment checks to an alternative address, provided that only one such alternative address may be filed with the Superintendent's Office no later than June 1.
3. It is agreed between the Association and the School Committee that the initial payment to Paraeducators or Administrative Assistants in a given school year may have to be delayed by one (1) week every sixth (6th) year or periodically as required to comply with state statute. Paraeducators may elect to receive their salary in twenty-one (21) equal installments beginning in September provided that notification is given in writing to the Office of the Superintendent prior to the preceding August 1st. Insurance payments for the summer months shall be deducted in April and May.

- B. DEDUCTIONS - The Committee will continue to make dues deductions and other deductions currently available to other School Department employees, available to Paraeducator and Administrative Assistants upon proper authorization.

ARTICLE XVII
PERSONAL INJURY BENEFITS

A. WORKER COMPENSATION

1. This coverage is afforded by the Hampshire Regional School District in all instances where qualified personnel have suffered injury from accidents during the performance of their duties.
2. A written report of injury must be filed immediately in writing to the Principal's office, and no later than 48 hours following the accident to qualify for Worker Compensation coverage.

- B. Bargaining Unit Members who are injured in the course of employment receive coverage for salary and medical costs in accordance with the provisions of M.G.L., c. 152. Additionally Bargaining Unit Members who are covered for worker's compensation benefits, may have deducted from the accumulated and unused sick leave an amount to bring their pay up to their full salary in accordance with M.G.L., s. 69. In the event that the employee's accumulated and unused sick leave has been exhausted, the employee will only receive the worker's compensation payment. An employee on worker's compensation leave cannot draw from the sick leave bank.

During the time period that the employee is receiving full salary under M.G.L., c. 152, s. 69 all checks issued to the employee by worker's compensation insurance carrier will be turned over to the School so that the employee will not receive any payment in excess of the employee's full salary.

- C. Paraeducators and Administrative Assistants will be reimbursed the reasonable value of items of clothing or personal property normally carried or worn by the Paraeducator that are damaged in

the course of an assault suffered in the course of employment. The Paraeducator agrees to support the School Committee should it decide to pursue a civil action against the person damaging or destroying the personal property. Whenever a Paraeducator's clothing is damaged or destroyed due to unavoidable catastrophe while at work, such as fire in the building, flood, storm damage, or the like, reimbursement for the reasonable value of such items will be made.

ARTICLE XVIII
EMPLOYEE PROTECTION

- A. Employees shall be required to report to the Superintendent of Schools any case of assault on teachers, on Paraeducators and/or on Administrative Assistants in connection with their employment. The Superintendent of Schools shall acknowledge receipt of such report and shall report this information to the School Committee.
- B. The alleged assault will be promptly investigated by the Principal. The report of this investigation shall be forwarded to the Superintendent, who shall determine, subject to the requirements of paragraphs C and D below, what action shall be taken.
- C. If the assault is by an adult who is not a pupil, then the Principal will promptly report the incident to the proper law enforcement authorities.
- D. In either case (pupil or non-pupil adult), the Administration will render all reasonable assistance to the Paraeducator or Administrative Assistant in connection with handling of the incident by law enforcement, legal, or medical authorities. Such assistance shall include but not be limited to complying with any request by the Paraeducator for information in its possession relating to the incident or the person involved.

ARTICLE XIX
GENERAL

- A. If any provision of this agreement or an application of the agreement to an employee or group of employees shall be found contrary to the law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions and applications will continue in full force and effect.
- B. This agreement constitutes policy for the term of said agreement and the Committee will carry out the commitments contained herein and give them full force and effect as Committee policy. The Committee will amend its Administration Regulations and/or policy statements and take such other actions as may be necessary in order to give full force and effect to the provisions of this agreement.
- C. There will be no reprisals of any kind against any Paraeducator or Administrative Assistant by reason of his or her membership in the Association.
- D. During the term of this Agreement, the Parties hereto agree that there shall be no strikes of any kind whatsoever, work stoppages, withholding of services, slowdowns, or interference or interruption of operation of the School department by any employees or the Association. Nor shall there be any strike or interruption of work, during the term of this Agreement because of any disputes or disagreements between any other persons (or other employers or associations) who are not Signatory Parties to this Agreement. Employees who violate this provision shall be subject to disciplinary action, including discharge, and any claim by either Party against the other of a violation of this Article shall be subject to arbitration, as provided for on page 4 of this Agreement.
- E. The Committee is a public body established under and with powers provided by the statutes of the Commonwealth of Massachusetts, and nothing in this Agreement shall be deemed to derogate from or impair any power, right, or duty conferred upon the Committee by statute or any rule or regulations of any agency of the Commonwealth. All of the rights, powers, and authority held by the Committee, except as provided for in this Agreement and any supplement thereto, and the

exercise of said rights, powers, and/or authority shall not be subject to the grievance procedure and/or arbitration.

- F. The parties agree that the operation of the Hampshire Regional School District and the supervision of the employees and of their work, are the rights of the Committee alone. Accordingly, subject to the provisions of this Agreement, the making of reasonable rules to ensure orderly and effective work; to determine the quantity and types of equipment to be used; to introduce new methods and facilities; the making of work schedules; the determination of what and where duties will be performed; and the competency of employees; the hiring, transfer, promotion, demotion, layoff, recall, discipline, or discharge of employees for just cause without discrimination; and the right to discuss terms and conditions for employment with the employees and to inform them concerning employment matters are exclusive rights of the Committee.
- G. The exercise by the Committee, of any of the foregoing rights, shall not alter any of the specific provisions of this Agreement: nor shall they be used to discriminate against any member of the bargaining unit.

ARTICLE XX
EDUCATIONAL DEVELOPMENT

A. PARAEDUCATORS

- 1. The Committee will pay a Paraeducator fifty percent (50%) reimbursement for inservice course tuition and required fees for courses at accredited colleges, universities, or professional training school for courses that are directly related to his or her current assignments. Such reimbursement must have prior approval of the school administration.
- 2. This yearly benefit is available in the second year of employment to Paraeducators who are hired on or before February 1 of the preceding year.
- 3. The School District will provide those programs and courses that will allow a Paraeducator to be in compliance with the reauthorized ESEA (NCLB) before January 8, 2006.
- 4. The School District will provide training for certification and re-certification in CPR and first aid.

B. ADMINISTRATIVE ASSISTANTS

- 1. With prior approval of the Superintendent, the School District will pay fifty-percent reimbursement, not to exceed two percent of a Administrative Assistant's annual salary per year, for in-service course tuition and required fees for courses at accredited colleges, universities, or professional training schools.
- 2. Reimbursement will be granted upon satisfactory completion of such courses.

ARTICLE XXI
FMLA, SNLA, MPLA, and DVLA

The Hampshire Regional School District will grant leave in accordance with the provisions of the FMLA, SNLA, MPLA, and DVLA. The provisions of these laws are posted in each administrative office.

ARTICLE XXII
NO DISCRIMINATION

The Committee and the Association agree not to discriminate in any way prohibited by Massachusetts or Federal Statutes against bargaining unit members covered by this contract on account of race, religion, creed, color, national origin, sex, marital status, age, mental or physical handicap, sexual orientation, gender identity, or union activity.

**ARTICLE XXIII
LIFE SKILLS PARAEDUCATOR/EDUCATIONAL COACH**

The work calendar for the LSP/EC will require the LSP/EC to adjust his/her scheduled work days to be consistent with the Holyoke Community College ICE academic year calendar. The LSP/EC will work all academic work year calendar days when HCC is in session. When HCC is not in session but HRHS is in session, the LSP/EC will work at HRHS. The LSP/EC will follow the school cancellation policy of HRHS and will not be required to work at HCC. The work year for the Life Skills Paraeducator/Educational Coach will remain unchanged and not exceed a 182 day work year. The LSP/EC's work day will be consistent with Article VIII-A (A) except that daily start and end times will flex with the needs of the HRHS students attending the HCC ICE program. The LSP/EC's day will not exceed 6.5 hours.

**ARTICLE XXIV
DURATION**

This contract will be retroactively effective as of September 1, 2020 and will continue and remain in full force and effect until August 31, 2023. The parties agree that no later than October 1, 2022 they will enter into negotiations for a successor contract. If negotiations for the successor contract are not completed by August 31, 2023 then the provisions of this contract will remain in full force and effect until said successor contract is executed.

**APPENDIX A
PARAEDUCATOR SALARIES**

A. PARAEDUCATOR SALARY SCHEDULE

	2%	2%	2%
STEP	2020-2021	2021-2022	2022-2023
1	\$22,591	\$23,043	\$23,504
2	\$23,430	\$23,899	\$24,377
3	\$24,269	\$24,754	\$25,249
4	\$25,107	\$25,609	\$26,122
5	\$26,031	\$26,552	\$27,083
6	\$26,975	\$27,514	\$28,065
7	\$27,937	\$28,496	\$29,065
8	\$28,914	\$29,492	\$30,082
9	\$29,907	\$30,506	\$31,116
10	\$30,920	\$31,539	\$32,169
11	\$31,952	\$32,591	\$33,242
12	\$32,997	\$33,657	\$34,330

B. STEP PLACEMENT

All newly hired Paraeducators will be placed on the salary schedule at the Base step (1). However, Paraeducators who have been employed in the same type of position in the Southampton, Westhampton or Williamsburg School Districts, or in the Chesterfield-Goshen Regional School District will be credited with all years of previous service as Paraeducators and placed on the salary schedule accordingly.

C. JOB DEVELOPER/COACH SCHEDULE

	2%	2%	2%
STEP	2020-2021	2021-2022	2022-2023
1	\$31,701	\$32,335	\$32,982
2	\$32,881	\$33,539	\$34,210
3	\$34,082	\$34,764	\$35,459
4	\$35,321	\$36,027	\$36,748
5	\$36,606	\$37,338	\$38,085
6	\$37,948	\$38,707	\$39,481
7	\$38,975	\$39,755	\$40,550
8	\$40,333	\$41,140	\$41,963
9	\$41,785	\$42,621	\$43,473

D. LONGEVITY

1. The Job Developer/Coach and Paraeducators who have completed the following number of years of service to Hampshire Regional School District will have these amounts added to their annual salary:

After 5 years of service -	\$450
After 10 years of service -	\$650
After 15 years of service -	\$750
After 20 years of service -	\$850
After 25 years of service -	\$950

2. This stipend takes effect as of September 1 in the year following the employee's completion of years of service.

E. DEGREE STIPEND

Paraeducators covered by this Agreement who hold an Associates Degree will be paid an additional \$500. Paraeducators covered by this Agreement who hold a Bachelors Degree will be paid an additional \$800. This benefit will apply only to those who have completed an Associates Degree or Bachelors Degree prior to the start of that year. Those who complete a degree during one school year will receive this additional salary starting in the next year.

F. SPECIALIZED DUTIES

Paraeducators who have agreed to assist with specialized duties will receive an additional stipend, per student, for the following duties:

- a. toileting care (\$15 per day)
- b. feeding care (\$15 per day)

G. Paraeducator Leader:

Paraeducators who apply and are hired for this role will do so under the following provisions:

1. Up to 3 additional work days subject to the discretion of the Principal when the school is not in session, but the building is open.
2. Meetings after school with administration & new paras as needed per the job description
3. Additional compensation at five percent (5%) of base salary.

H. TIP Program Coordinator

Paraeducators who apply and are hired for this role will do so under the following provisions:

1. Pay will be on the Job Developer/Coach in addition to five percent (5%) of base salary similar to program leaders.

APPENDIX B
ADMINISTRATIVE ASSISTANT SALARIES

A. ADMINISTRATIVE ASSISTANT SALARY SCHEDULE

	2%	2%	2%
STEP	2020-2021	2021-2022	2022-2023
B	\$39,565	\$40,356	\$41,163
1	\$40,867	\$41,685	\$42,518
2	\$42,222	\$43,066	\$43,928
3	\$43,663	\$44,536	\$45,427
4	\$45,148	\$46,051	\$46,972
5	\$46,644	\$47,576	\$48,528
6	\$48,237	\$49,202	\$50,186
7	\$49,846	\$50,843	\$51,860
8	\$51,465	\$52,494	\$53,544
9	\$53,098	\$54,160	\$55,243
10	\$54,543	\$55,634	\$56,747

B. PLACEMENT - Newly hired Administrative Assistants will be recognized and credited with relevant and comparable office and/or clerical experience. New hires will be placed at steps and levels as follows:

0 to 4 years of relevant experience	- step level 1
5 to 9 years of relevant experience	- step level 5
10 to 14 years of relevant experience	- step level 7
15 or more years of relevant experience	- step level 9

C. LONGEVITY - In addition, the weekly salaries of Administrative Assistants will be increased, based on length of service, as follows:

After 5 years of service:	\$13.00
After 10 years of service:	\$20.00
After 15 years of service:	\$25.00
After 20 years of service:	\$30.00

Relevant and comparable office/clerical experience in the Hampshire Regional, Chesterfield-Goshen Regional, Southampton, Westhampton or Williamsburg School Districts will count toward longevity.