

Agreement

between

Marlborough School Committee

and



Marlborough Paraeducators

July 1, 2021 through June 30, 2024

www.seiu888.org

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**AGREEMENT
BETWEEN
MARLBOROUGH PUBLIC SCHOOLS
AND
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 888
PARAEDUCATORS**

PREAMBLE

Agreement made this 1st day of July, 2021 between Service Employees International Union, Local 888, Marlborough School Paraeducators, (hereinafter referred to as the Union) and the Marlborough School Committee (hereinafter referred to as the Committee).

ARTICLE 1 - PURPOSE OF AGREEMENT

1. The purpose of this agreement is to promote good relations between the Committee, the Union, and the employees in the basic provisions upon which such relations depend. It is the intent of both the Committee and the Union to work together to provide and maintain mutually satisfactory terms and conditions of employment and to prevent as well as adjust misunderstandings or grievances relating to employment.

ARTICLE 2 – RECOGNITION

1. The Committee recognizes the Union as the exclusive bargaining agent for all Paraeducators employed by the Marlborough School Department and further excluding all others.

ARTICLE 3 - MANAGEMENT RIGHTS

1. The School Committee reserves to itself the management of the Schools; the right to require reasonable standards; the determination of methods and procedures; the direction of the employees and the reasonable assignment of work; the right to hire; the right to discharge, suspend or discipline for just cause; the right to lay off employees for lack of work; the right to transfer employees; the right to promulgate reasonable rules relating to operations; provided that such rights shall not be exercised in conflict with the specific provisions of this Agreement.

ARTICLE 4 - SENIORITY

1. Seniority shall be accrued according to one's status as a Paraeducator in the Marlborough School System. Seniority will not accumulate when a bargaining unit member is on unpaid leave of absence for thirty (30) work days or more.
2. Seniority will be measured from date of hire as a Paraeducator. There will be one seniority group. An updated seniority list shall be published by November 1st annually. Seniority shall not accrue while on a leave of absence of 12 weeks or more, but it shall not be broken providing the Paraeducator returns within 12 months. Upon return the Paraeducator shall be placed at the same step s/he was at upon his/her departure. If an employee is laid off but later recalled,

he/she shall have the years of seniority he/she had at the time of lay off. He/she shall be placed at the same step s/he was at during the time of lay off.

3. In the event it becomes necessary to reduce the number of employees or reduce the amount of hours within the bargaining unit, the Superintendent shall first seek volunteers.

Layoffs will be determined as follows:

- a. For members employed by the District as of August 1, 2015 who have less than seven (7) years of service, layoffs will be based upon the current needs of the District and its students and the Paraeducator's qualifications and ability to provide the services required. In determining qualifications and ability, management will consider the job description for the position, the student needs involved, and the Paraeducator's training and job performance. Management retains the right to transfer or reassign Paraeducators as part of its implementation of a reduction in force.
- b. Members employed by the District as of August 1, 2015 who have completed more than seven (7) years of service shall be laid off in inverse order of seniority.

In the event of a layoff or reduction in force, employees will have recall rights up to twenty four (24) months from the effective date.

4. A transfer of an employee for the good of the system will not be grievable. A transfer for disciplinary reasons will be grievable to the School Committee only. No transfer for any reason shall be made without two weeks notice, unless waived by the employee. All transfers are subject to review by the Superintendent of Schools in the presence of a union representative, if requested.
5. Seniority will not be broken if a Paraeducator is requested to substitute from time to time. A Paraeducator who leaves for other than a Paraeducator's position will cease to accumulate seniority while in that other position and may return to a Paraeducator's position only when a job is available at which time he/she may retain the accumulated seniority for RIF purposes.

ARTICLE 5 - WORK DAY AND WORK YEAR

1. The work year for Paraeducators shall be 180 days that school is in session for students plus 4 professional development days each year, with the exact date(s) to be determined by the School Committee.
 - A. Paraeducators shall participate in the School District's Professional Development Program on the days outlined above. The parties shall develop outreach mechanisms to design and develop appropriate professional development offerings for Paraeducators.
2. The basic full time employee schedule shall consist of a six (6) consecutive hour day, including a fifteen (15) minute break, exclusive of a one-half (1/2) hour unpaid lunch, and a thirty (30) hour work week. However, the schedule for full time Vision ParaEducators shall consist of a seven (7) consecutive hour day, including a fifteen (15) minute break, exclusive of one-half

(1/2) hour unpaid lunch, and a thirty-five (35) hour work week. The daily work scheduled for ParaEducator positions assigned to the Whitcomb School may be greater than six (6) hours a day by voluntary agreement of the individual employee or through attrition.

- A. Employees whose regular work day is longer than the basic day outlined above shall be paid at their regular hourly rate for such additional time.
 - B. If the Building Principal or other appropriate supervisor assigns employees duties that extend the basic work day, employees shall be paid their regular hourly rate for such additional time.
3. In situations where particular needs require a work day beyond the basic work schedule outlined above, the following steps will be observed:
- A. For general coverage needs - An outline of the assignment will be posted in the building specifying the duties and hours required. All Paraeducators in the building are eligible to apply for the additional work. If multiple applicants express interest, the Principal and applicants, by mutual agreement, may develop a rotation system to provide the coverage. In the event that a selection must be made, seniority will be taken into consideration.
 - B. For specific needs - In the event a current Paraeducator position requires time beyond the basic work schedule, the Principal and employee shall meet to discuss the matter. If the employee is unable to work the additional time, the Principal may explore other options within the building with the other qualified Paraeducators to meet the need, using the principles outlined in Section A to guide the process. If no options are available, the Union, Superintendent (or their designees) and the affected employee shall meet to discuss system wide options.
4. Without lengthening the basic work day, the starting and ending time of the day are subject to change by the Principal. However, such individual changes will be discussed in advance with the affected employees. In the event that said change poses a problem for an employee, the parties shall meet to discuss alternatives that both meet educational needs and minimize disruption. Employees are required to participate in professional development activities sponsored and presented by the Marlborough Public Schools on those work days referenced in Article V.1.a. Employees may choose to participate in professional activities sponsored and presented by the District on days and times outside the regular work day. Attendance at other professional development activities outside the school system may be approved by the Principal if deemed beneficial to the school program in which the Paraeducator is employed.
5. Employees hired to work thirty (30) or more hours per week shall be considered full-time. Employees hired to work less than thirty (30) hours per week shall be considered part-time. Part time employees who are hired to work twenty (20) or more hours per week are eligible to receive a pro-ration of the benefits outlined in the contract.
6. Members shall be required to keep accurate records of their working hours and are responsible for clocking in and out, using an electronic time clock or other timekeeping records as determined by the Superintendent or his/her designee. The Parties agree to meet prior to the implementation of such electronic clock or timekeeping system and that the use of an electronic

timekeeping system will not be implemented until such time as it is implemented District-wide for other hourly bargaining unit employees.

ARTICLE 6 - GRIEVANCE AND ARBITRATION

1. A grievance shall be defined as an alleged violation of the terms and/or provisions of this Agreement, or any dispute over the interpretation, meaning, or application of the terms and/or provisions of this Agreement.
2. The purpose of the procedure set forth hereinafter is to produce prompt and equitable solutions to grievances of the employees covered by this Agreement.
3. **Step 1:** The Union Steward and/or the aggrieved employee shall discuss the grievance informally with the School Principal. Such discussion shall take place within five (5) working days from the date the employee knew or should have known of the event which gave rise to the grievance. The Principal shall have five (5) working days to respond to the grievant from the date of the grievance hearing.
4. **Step 2:** If the grievance has not been resolved at Step 1, it shall be submitted to the Superintendent or his/her designee in writing within five (5) working days after the response has been received. The Superintendent or his/her designee will meet with the aggrieved party within five (5) working days of receipt of the grievance. The Superintendent or his/her designee will render his/her decision within five (5) working days of the hearing.
5. **Step 3:** Grievances involving the discipline, suspension or discharge of an employee will not be heard by the School Committee. Otherwise, if the grievance has not been resolved at Step 2, it shall be submitted in writing within five (5) days of receipt of the Step 2 response to the School Committee which shall take the matter up at its next regularly scheduled meeting. If the grievance has not been resolved within five (5) working days after the next regularly scheduled School Committee meeting following that at which the grievance was taken up, the Union may submit the grievance to arbitration within ten (10) working days following the date on which the Committee's answer is due or is received. The parties may mutually agree to extend any of the time limits set forth herein.
6. **Arbitration:** The arbitration shall be conducted by the American Arbitration Association under its existing rules of procedure. The decision of the arbitrator shall be final and binding upon the parties except that the arbitrator shall make no decision which alters, amends, adds to or detracts from this Agreement. Costs of the arbitration proceedings, except for transcripts requested by a party, shall be shared equally by the School Committee and the Union.
7. Where Steps 1 and 2 take place during working hours, the Union Steward and the grievant shall be allowed reasonable time off with pay to attend meetings as required in said steps.
8. In a discipline or discharge case, Step 1 shall be omitted and the grievance will be referred directly to Step 2.

ARTICLE 7 - HOLIDAYS

1. Employees shall be entitled to the following paid holidays when the holidays are observed during the week:

New Year's Day

Martin Luther King Day

Memorial Day

Juneteenth (*when the school year
is still in session*)

Labor Day (*when the school*

year begins before Labor Day)

Columbus Day

Veteran's Day

Thanksgiving Day

2. Employees will receive holiday pay if they work or are on a paid leave the last scheduled work day before and after each holiday.

ARTICLE 8 - GROUP INSURANCE

1. Eligible employees shall be given the opportunity to participate in the same group medical, dental and life insurance programs offered by the City with the same terms and conditions as other City employees.
2. The cost of the basic life insurance coverage (\$2000.00) shall be paid by the School Department.

ARTICLE 9 - SICK LEAVE

1. As of August 1, 2013, employees covered by this Agreement shall be entitled to sick leave as follows:
 - A. Ten (10) month employees with less than three (3) years of service shall accrue sick leave at the rate of one and a half days per month of employment to a maximum of one hundred forty-five (145) days. Ten (10) month employees with more than three (3) years of service shall receive their annual allotment of fifteen (15) sick days in the beginning of the academic year. For those employees who start the academic year at the maximum of one hundred forty-five (145) days, the new allotment of fifteen (15) days will be put in escrow. If such an employee uses a sick day, the sick day will be subtracted first from the fifteen (15) days in escrow and then subtracted from the one hundred forty-five (145) days when the escrow is exhausted. The balance of the escrow will be zeroed out at the end of the academic year and will not be added to the one hundred forty-five (145) days. If an employee who receives the fifteen (15) sick days at the beginning of the academic year leaves employment with the Marlborough Public Schools before the end of the school year, the employee shall be charged at the rate of one and a half (1 ½) days per month between the date of separation and the end of the school year from their final paycheck.
 - B. Sick leave accrual shall include any sick leave accumulated prior to the effective date of this Agreement, not to exceed the maximum set forth above.
 - C. Accrued sick leave may be used for the employee's own illness or injury. An employee who has been absent for five (5) consecutive days or more or where an abuse of sick leave

is suspected may be required to submit documentation from his/her health care provider supporting the need for the absence. Failure to provide satisfactory documentation may result in the denial of paid sick leave.

- D. Any employee who leaves work because of illness with the approval of the Principal or supervisor, and who has worked at least one-half of his or her regular work day, will be paid for the full day with no charge to sick leave.
 - E. Employees who are covered by this Agreement and who have completed twelve (12) years of service in the Marlborough Public School System, in this bargaining unit, upon retirement shall receive in their last check an amount of money equivalent to the following formula: The lump sum will represent fifty (50) percent of said employee's unused accumulated sick leave (up to one hundred and forty-five (145) days accumulated) at his or her daily rate of pay at the time of retirement, not to exceed a total payment of Twelve Thousand Dollars (\$12,000.00). Employees who have entered this agreement after September 1, 2013 will not be eligible for the buyback.
 - F. Paraeducators who suffer an accident or injury in connection with their employment, may utilize sick time to make up the difference between workers compensation and their regular salary.
 - G. Annual Sick Leave Buy Back - Effective on August 1, 1996, employees with at least one (1) year of continuous service shall be eligible for the annual sick leave buy back incentive program. Employees who have not used any sick days in a given fiscal year may purchase up to five (5) days at the per diem rate of that same fiscal year. Employees who used one sick day in a given fiscal year may purchase up to four (4) days at the per diem rate of that same fiscal year. Employees who have used two (2) sick days in a given fiscal year may purchase up to three (3) days at the per diem rate of that same fiscal year. An eligible employee shall notify the Personnel Department by October 1st of his or her interest in buying back days from the previous year. Payment will be made on or about December 1st. The days paid shall be deducted from the employee's sick leave accrual. However, the deduction shall not be counted as sick days in computing a subsequent year's eligibility.
 - H. Effective June 30, 2024, employees will provide the Superintendent or his/her designee with notice of intent to retire no later than January 1 prior to the effective date. Failure to do so will result in the forfeiture of sick leave buy back eligibility under Article 9, Section E and Annual Sick Leave Buy Back under Article 9, Section F.
- 2. Up to ten (10) days per year of accrued sick leave may be used in cases of illness or injury of the employee or a member of the employee's immediate family requiring the employee's attention. For purposes of this provision, the term "immediate family" shall mean the employee's parent, spouse, or child.
 - 3. Sick Leave Bank:
 - A. A Sick Leave Bank will be maintained for utilization for qualified members whose sick leave accumulation is exhausted through illness or accident and who require additional leave to make full recovery from an illness or accident.

- B. The Sick Leave Bank shall be governed by a Sick Leave Bank Committee consisting of three (3) members designated by the Union, two (2) members designated by the Superintendent, and the Superintendent of Schools. The decision of the Sick Leave Bank Committee will be final and binding. In the event of a tie vote, the decision will be in favor of the applicant. Decisions of the Sick Leave Bank Committee shall be made within fifteen (15) school days next following receipt of the application. Meetings of the Sick Leave Bank Committee will be held after school at a mutually agreeable time.
- C. To qualify for membership in the Bank, a Paraeducator must have completed three (3) full school years of employment and have a threshold figure of twenty (20) days accumulated sick leave and have donated one (1) day to the Bank. The first school day of each year is the deadline for the accumulation of the threshold figure.
- D. After the Bank has accumulated more than five hundred (500) days, only new members will be required to donate to the Bank in order to become a qualified member. However, when the number of acquired days in the Bank drops below two hundred (200), all of the members of the Bank will donate one (1) day a year to replenish the Bank. Any member of this Association may voluntarily authorize a specific number of days, in addition to the one (1) day that all members will be assessed because the number dropped below two hundred (200) to be deducted from his/her own total accumulation of sick days added to the Bank. This authorization must be made in writing to the Superintendent of Schools, stating the number of additional days he/she wishes to donate to the Bank and must be made after August 1 and prior to September 30 of the school year in which the additional deduction is to be made.
- E. Application for benefits shall be made, in writing, to the Sick Leave Bank Committee accompanied by a doctor's certificate as to the need for the days and the anticipated extent of extended recovery time for illness. The Sick Leave Bank Committee reserves the right to request the applicant provide additional information to clarify his/her request. The doctor's certificate of illness must be renewed each calendar month.
- F. Applications for benefits may be made prior to the employee's exhaustion of his/her own personal sick leave to expedite benefits, but drawing upon the Bank will not actually commence until after the employee's own sick leave days are exhausted and adequate medical notification has been provided.
- G. An extended leave grant is limited to one hundred-eighty (180) days. The maximum limitation includes repeat occurrences of the same illness.
- H. Subject to the following requirement, a majority of the Sick Leave Bank Committee will determine the eligibility for the use of the Bank and amount of leave to be granted.
 - 1) In administering the Bank and determining the amount of leave, the following criteria shall be applied by the Committee:
 - a) medical evidence of serious extended illness;
 - b) prior utilization of eligible sick leave; and

- c) other factors as a majority of the Sick Leave Bank Committee may deem appropriate.
- 2) No days may be withdrawn from the Bank for any other illness other than prolonged illness or accident. Days may not be withdrawn to permit an individual to stay home to care for other members of the family nor may these days be used for a complication-free pregnancy.
- I. Recipients of Sick Leave Bank benefits shall be entitled to the accumulation of individual sick leave in accordance with the provisions of this Agreement and on the same basis of other employees.
- J. The unused days in the Sick Leave Bank shall be carried over from the current Agreement to a successor Agreement.
- K. By September 1 of each year, the Union shall receive a report stating the number of days that were in the Sick Leave Bank as of August 1 immediately preceding.

ARTICLE 10 - LEAVES OF ABSENCE

- 1. Massachusetts Parental Leave Act and the federal Family and Medical Leave Act. Employees shall request leave in advance, in writing, using the forms provided by the District's Human Resources Office and the Superintendent or his/her designees will respond in writing confirming eligibility and other details of the leave. An employee may use his/her accrued paid sick time during the period of the employee's own disability.
- 2. The use of "non-paid" days for the purposes of taking and/or extending holidays and vacations shall be prohibited unless approved by the Superintendent.
- 3. Subject to the operating needs of the MPS, the Superintendent may grant an unpaid leave of absence for up to twelve (12) months to an employee who has been employed at least one full year, for reasons not covered by other leave of absence policies. Employees must provide written requests stating the reason(s) for such leave and starting and return dates. An employee on such a leave of absence will not earn or accrue any benefits under this Agreement during the period of such leave.
- 4. An employee may take unpaid educational leave subject to the approval of the Superintendent.

ARTICLE 11 - PERSONAL LEAVE DAYS

- 1. All bargaining unit members covered by this Agreement shall be allowed three (3) personal leave day with pay (not deducted from accumulative sick leave) to attend to personal, legal business, or household matters that cannot be conducted during work hours. Such personal leave days shall be granted according to the following guidelines, as set forth at Paragraph 1(e):
 - a. Written notice must be presented to the Building Administrator five (5) days prior to the date the personal leave day is to be taken.

- b. Personal leave days shall not require an explanation. The members of the bargaining unit shall state in writing that the leave is to be taken for important personal business not of a recreational nature, and that such business cannot be conducted on a non-duty day.
- c. In emergency situations, a written request for personal leave day(s) may be submitted after the fact. Members of the bargaining unit will assume the responsibility of notifying the proper authority at the earliest possible time about the absence.
- d. Except for use to celebrate a religious holiday, personal leave days shall not be taken to extend a vacation or holiday.
- e. Paraeducators shall receive three (3) personal days per school year. Paraeducators starting their first year of employment in this bargaining unit shall be eligible for personal leave days as follows: one (1) day after completing forty-five (45) work days; a second day after completing ninety (90) work days; and, a third day after completing one hundred thirty-five (135) work days. Paraeducators who have completed their first year of employment shall receive the three (3) personal days at the beginning of the school year to be used during the school year.
- f. Any unused personal days shall be added to an individual's accrued sick leave.

ARTICLE 12 - BEREAVEMENT LEAVE

- 1. Five (5) days paid leave, if necessary, shall be allowed for the death of parents (or others who have fulfilled the functions of parents), brother, sister, husband, wife, child, significant other and/or partner. For grandparents, grandchild, mother-in-law, father-in-law the leave would be restricted to three (3) days unless they reside in the household of the employee in which case five (5) days would be granted. Up to two (2) days leave shall be granted in the event of the death of an aunt, uncle, niece, nephew and the then current brother-in-law or sister-in-law of an employee. Bereavement leave is defined as consecutive business days immediately following the death not to be carried over a school recess period. During the December, February and April school recess periods, the leave shall begin immediately upon the death. In extenuating circumstances, additional time may be requested and may be granted at the discretion of the Superintendent.
 - a. In any one (1) year, one (1) day of absence for a funeral may be granted. In this connection, a funeral shall be interpreted to mean attendance at the funeral of a relative or friend where the bond is so strong that attendance constitutes a moral obligation. In extenuating circumstances, an additional day may be requested and may be granted at the discretion of the Superintendent. The Superintendent's decision in this regard shall not be subject to the grievance or arbitration provisions of this Agreement.

ARTICLE 13 - JURY DUTY/COURT APPEARANCES

- 1. If an employee is called for jury duty or is subpoenaed as a witness in a work related matter, the Committee shall pay the difference between the employee's regular pay and the amount received for each duty. If the employee is not sitting, he/she will return to work.

2. An employee is responsible for notifying Human resources within 48 hours of when they receive a subpoena related to Marlborough Public Schools business or students.

ARTICLE 14 – UNION LEAVE

Upon request Union officers, stewards, and elected delegates may be granted leaves of absence with or without pay to attend meetings, conventions, and executive board meetings of the local, city, state, regional and parent organizations, at the sole discretion of the Superintendent. Requests for such leave shall be made in advance, in writing, to the Employer. If leave is granted, the Superintendent shall have the authority to impose limitations on such leave. Decisions made by the Superintendent on such leave requests shall not be subject to the grievance and arbitration provisions of this Agreement. Upon request, the Union will furnish the Employer with a list of Union officers, stewards, and elected delegates.

ARTICLE 15 – PROFESSIONAL DEVELOPMENT

Each year the School District will reimburse Paraeducators up to \$400.00 per course with a District-wide cap for all eligible employees. The District-wide cap for reimbursement will be \$70,000 in each year of the Agreement. The course must relate to the work of the School District and must be approved by the Superintendent. If the Superintendent requires an employee to take a course, then the entire cost of the course shall be borne by the Committee.

ARTICLE 16 - POSTINGS

1. All job openings shall be posted for a period of five (5) work days. An accurate, up-to-date job description shall be available upon request for any posted job opening. No decisions will be made on filling any posted position until after the posting period has closed.
2. A copy of all postings shall be delivered to the Union Steward.
3. The posting shall include the school and identify if the position is grant funded, along with the required qualifications based on the job description.
4. Current bargaining unit members who apply shall be interviewed first for these positions. Interviews shall be conducted expeditiously.
5. A current unit member who is interviewed but not selected for a position shall receive a written explanation about why he/she was not chosen.
6. Upon receipt of an explanation, the employee may seek a review of the matter with the Superintendent.
7. Summer/Evening Programs:
 - A. All openings for Paraeducator positions for summer and/or evening positions offered by the Marlborough Public Schools shall be posted and publicized as outlined in 1. above.

- B. To the extent possible, available positions shall be filled first by existing Paraeducators in the Marlborough Public Schools.
- C. In filling these positions, consideration will be given to experience, length of service, quality of performance and previous summer and/or evening program experience.

ARTICLE 17 - PARAEDUCATORS AS SUBSTITUTE TEACHERS/ABA TECHS

1. Paraeducator as Substitute Teacher:

- a. When a Paraeducator is assigned by the Principal or his/her designee as a substitute teacher in any classroom, he/she shall be paid \$65.00 per day over and above his or her regular rate of pay, pro-rated for the actual hours serving as a substitute. This provision shall not apply to long term substitute teacher appointments. In the case where a Paraeducator is appointed as a long term substitute teacher, he/she shall be granted a leave of absence from his/her Paraeducator position for the remainder of the school year. The Paraeducator must notify the Superintendent, or his/her designee, by June 30th of his/her intent to return to his/her Paraeducator position or resign.
- b. The \$65.00 shall also be payable in circumstances where the teacher is in the building for a full day but not present in the classroom. In order for such differential to be paid, the Paraeducator must serve as a substitute in any classroom for at least thirty (30) or more consecutive minutes for the time to count toward the payment of the daily rate and an administrator must pre-approve the utilization of the Paraeducator as a substitute. The Paraeducator shall submit a record of his or her time served as a substitute to the building principal for payroll processing on a timely basis coinciding with the bi-weekly pay periods.

2. Paraeducator as Substitute Behavior Technician:

- a. When a Paraeducator, who is on a list of Paraeducators who are willing to take the responsibility and possesses the requisite training, is used to substitute for a behavioral technician, they shall be paid \$30.00 per day over and above their regular rate of pay, pro-rated for the actual hours serving as a substitute.
- b. In order for the \$30.00 to be paid, the Paraeducator must serve as a substitute behavioral technician for at least thirty (30) minutes for the time to count toward the payment of the daily rate and an administrator must pre-approve the utilization of the Paraeducator as a substitute behavior technician. The Paraeducator shall submit a record of their time served as a substitute behavioral technician to the building principal for payroll processing on a timely basis coinciding with the bi-weekly pay periods.

ARTICLE 18 - PERSONNEL RECORDS

- 1. Employees shall be permitted to inspect any reports in their personnel records. The employee's written response to any report shall be attached to the report and included in the employee's personnel file. The Superintendent or his/her designee shall be given twenty-four hours notice of any request to review the employee's personnel file.

ARTICLE 19 - LABOR-MANAGEMENT COMMITTEE

1. Effective upon execution of the Agreement, a Labor-Management Committee shall be formed. The Committee shall consist of two (2) representatives of the School Department and five (5) representatives of the Union (one each from pre-school, elementary, middle, high and ELL). The Committee shall meet a minimum of every two months during the work day to discuss matters of mutual concern, provided the Union presents the Superintendent with a written agenda at least one (1) school week in advance. Management will also provide notice of agenda items at least one (1) school week in advance. Only those items presented in the written agenda will be discussed. It is expressly understood that the formation of this committee is in no way a waiver by either party concerning matters which relate to collective bargaining. Matters for discussion include, but are not limited to:
 - reorganization of programs,
 - training and development strategies,
 - flexible work schedules.

ARTICLE 20 - NONDISCRIMINATION

1. Neither the Union nor the Committee shall discriminate against any employee on the basis of non-membership in the Union or on the basis of any of the protected classifications under Massachusetts General Laws, Chapter 151B.

ARTICLE 21 - SEPARABILITY CLAUSE

1. If any provisions of this Agreement are found by a court of competent jurisdiction to be contrary to law, then, in such event said provisions shall be void and the parties hereto agree that they will meet to renegotiate the affected provisions.

ARTICLE 22 - PAYROLL DEDUCTION OF DUES AND AGENCY FEE

1. During the life of this Agreement, in accordance with the terms of the form of authorization of check-off of dues, hereinafter set forth, the employer agrees to deduct Union membership dues levied in accordance with the Constitution of this Union, from the pay of each Union employee who executes or who has executed such form, and remit the aggregate amount to the Treasurer of such Union along with a list of Union employees who have had such dues deducted. Such remittance shall be paid bi-weekly.
2. The Union shall indemnify and save or hold the School Committee harmless against all claims, demands, suits or other forms of liability which may arise by reason of any action taken in making deductions and remitting same to the Union pursuant to this Article, or by compliance with provision of the Article.
3. The Parties acknowledge and agree that the form of authorization as provided in this Agreement includes authorizations created and maintained by use of voice authorizations, electronic records and electronic signatures consistent with state and federal law. The Union,

therefore, may use electronic records to verify Union membership, authorization for voluntary deduction of Union dues and fees from wages or payments for remittance to the Union, and authorization for voluntary deductions from wages, subject to the requirements of state and federal law. The School Committee shall accept confirmations from the Union that the Union possesses voice records or electronic records of such membership and give full force and effect to such authorization for purposes of this Agreement. The Union shall indemnify and save or hold the School Committee harmless against all claims, demands, suits or other forms of liability which may arise by reason of any action taken in making deductions and remitting same to the Union pursuant to this Article, or by compliance with provision of the Article.

4. To the extent required by M.G.L. c. 150E, s.5A, the employer shall provide the Union with the following information when a prospective employee accepts an offer of employment, within ten (10) calendar days of the acceptance:

The employee's name, job, title, worksite location, home address, work telephone number, home and personal cellular telephone numbers on file with the employer, date of hire, work email address, and personal email address on file with the employer.

Additionally, to the extent required by M.G.L. c. 150E, s. 5A, when a new employee is hired, one half hour (30 minutes) will be allotted to the Union to meet with the new employee to share Union information with the said employee during new employee orientation (see Article 28 regarding Staff Orientation Day in August or the orientation program offered to employees starting after such date).

ARTICLE 23 - NO STRIKE CLAUSE

1. The Union, for the duration of this Agreement agrees not to engage in, induce, or encourage any strike, work stoppage, slowdown, or withholding of services.
2. The School Committee agrees not to lock out employees during the term of this Agreement.

ARTICLE 24 - PROBATIONARY PERIOD

1. The first ninety-two (92) work days following an employee's initial date of hire shall be considered the probationary period. An employee, whose service during the probationary period is not satisfactory, may be dismissed from the school system.

ARTICLE 25 - PERFORMANCE EVALUATION

1. General Principles
 - A. The purpose of evaluation is to recognize outstanding performance, assist in identifying areas in which improvement must be sought, and provide a means of pursuing excellence for all District employees in Paraeducator functions.
 - B. All monitoring and/or observation of work performance of an employee will be conducted openly and with the full knowledge of the employee.

2. Procedure

- A. 1. A formal written evaluation will be completed annually by June 15th by the Paraeducator's supervisor (hereinafter referred to as "the Evaluator"). Authorized Evaluators may include but not be limited to the Superintendent, the Assistant Superintendent, Directors, Supervisors, Principals or Assistant Principals.
2. Paraeducators will be given written notice of their Evaluator by October 1.
- B. It is understood that the Evaluator will obtain feedback on job performance from the Paraeducator, teachers, or other administrators who have direct knowledge of the Paraeducator's work.
- C. The final written evaluation will be completed by the Evaluator using the Paraeducator Evaluation Form, attached to the Agreement as Appendix B.
- D. There shall be a meeting between the Evaluator and the Paraeducator to discuss the evaluation, when requested by either.
- E. Paraeducators shall receive a copy of the completed, signed Evaluation Form and have the right to discuss such form with the Evaluator.
- F. Paraeducators have the right to attach a written statement to the Evaluation Form within ten (10) calendar days of receipt of the evaluation. Both the Evaluation Form and the written statement will become part of the Paraeducator's personnel record.

3. Annual Notification

- A. No later than June 30th, Employees will be provide with written notice of either a reasonable assurance of employment or non-renewal of employment for the following school year.

ARTICLE 26 - ASSIGNMENTS

The assignment of Paraeducators shall be made annually by the building principals and/or the appropriate Program Director. Such assignments shall be made in the best interests of the School District and its students. No later than June 30th, Employees will be provided with written notice of either a reasonable assurance of employment or non-renewal of employment for the following school year. The District will use reasonable efforts to notify Paraeducators at least two (2) weeks prior to the start of the school year of any change in assignment.

ARTICLE 27 – STAFF MEETING

The Administration shall send a copy of the agenda for the Teacher staff meetings to all Paraeducators. Paraeducators may attend the Teacher staff meeting on their own time.

ARTICLE 28 – ORIENTATION & TRAINING PROGRAM

1. Paraeducators new to Marlborough Public Schools will be required to participate in an orientation program developed by administration that includes:
 - a. Participation in new Staff Orientation Day in August (if para is hired by this date)
 - b. Participation in a multi-day orientation program the first days of work, prior to assignment with students, to include:
 - Safety care training (or within the first month of employment if a class is not available when hired)
 - Review of key school procedures, including who para-educator should contact with questions
 - Meeting with evaluator to review the evaluation form and expectations regarding performance
 - Review of IEPs of the students that they are working with
 - Completion of identified on-line trainings specific to working with students
 - Shadowing another paraeducator as assigned by administrator
 - Other areas as identified by administration
2. Paraeducators will participate in any additional trainings identified by administration, ongoing throughout the school year. If trainings go beyond the regular work-day, the paraeducator will be compensated their hourly rate via timesheet.
3. Paraeducators will participate in district professional development days. Trainings will be directed by administration.

ARTICLE 29 - LONGEVITY

Employees hired prior to July 1, 2016 shall be entitled to longevity as follows:

Years	
Upon completion of ten (10) to fourteen (14) consecutive years of service	\$625
Upon the completion of fifteen (15) to nineteen (19) consecutive years of service	\$725
Upon the completion of twenty (20) to twenty-four (24) consecutive years of service	\$825
Upon the completion of twenty-five (25) or more consecutive years of service	\$925

Employees hired on or after July 1, 2016 shall not be eligible for longevity.

ARTICLE 30 - COMPENSATION

1. Paraeducators hired for the 2018-2019 school year and thereafter shall have the option of being paid either in twenty-two (22) equal payments (once every two (2) weeks) over the period of the school year, September to June; or in a twenty-three (23) payment program, including twenty-two (22) equal payments (once every two (2) weeks beginning in September) with the final (twenty-third) (23rd) payment, covering the four (4) summer pay periods, payable on the last day in June.
2. All employees covered by this Agreement shall participate in direct deposit.
3. Paraeducators shall be compensated at the rates set forth at Appendix A.

ARTICLE 31 - COMMITTEE ON POLITICAL EDUCATION (COPE)

1. The employer shall deduct and transmit to the Service Employees International Union, Local 888 COPE Fund contributions from the wages of those employees who voluntarily authorize such contributions on the COPE check-off authorization card provided by the Union. The deductions shall occur in whatever amount authorized by the employee, and the frequency specified on the COPE check-off authorization card.

ARTICLE 32 - DURATION

1. This Agreement shall become effective as of July 1, 2021 and shall continue in full force and effect through June 30, 2024 and thereafter from year to year unless terminated by notice in writing given by either party hereto to the other not less than sixty (60) days prior to the expiration of the above stated period, or prior to the expiration of any subsequent contract year during the existence of this Agreement.

This Agreement may be amended at any time by mutual agreement of the parties expressed in writing and annexed hereto.

IN WITNESS WHEREOF, the parties to this Agreement set their hands and seals by their duly authorized agents on this _____ day of August, 2021.

**MARLBOROUGH SCHOOL
COMMITTEE**



Mayor Arthur Vigeant, Chair

Michelle Bodin-Hettinger, Vice-Chair

Heidi A. Matthews

Earl J. Geary

Katherine H. Hennessy

Denise E. Ryan

Daniel Caruso

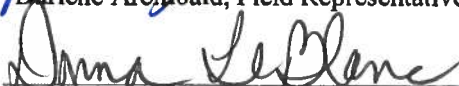
FOR THE LOCAL 888, SEIU:



Tom McKeever, President



Darlene Archibald, Field Representative



Donna LeBlanc, Chapter Chair

APPENDIX A - PARAEDUCATORS COMPENSATION STRUCTURE

- A. At the time of initial hire, new employees will be placed at the new hire rate of \$19.48 as of July 1, 2021, unless the Superintendent and the Union Chapter Chair agree otherwise.

For those employees who are not on Steps 9, 10, 15, 20 or 25 referenced at Section A – If an employee has worked 92 days of the prior school year, he/she is eligible for the following increases:

Effective July 1, 2021 – 0%;

However, on or after October 15, 2021, the Union may request to reopen the Agreement for the limited purpose of negotiating over the wages for the 2021-2022 contract year.

Effective July 1, 2022 – 2%

Effective July 1, 2023 – 2%

- B. Employees who, as of June 30, 2018, were on Steps 9, 10, 15, 20, or 25 shall continue to be eligible to advance through the steps of the salary schedule attached hereto as Appendix A-1.

The increases set forth at Section A above, have been applied to these steps.

Step 25 shall always be 2.5% higher than Step 20.

[This means that members on Step 25 will realize a wage increase by virtue of Step 20's increase.]

To qualify for placement on this scale, employees must either: have an Associates Degree (or 2 years, 48 credit hours of study) or Bachelors Degree in content area; or have passed a formalized standardized Department of Education approved test such as Parapro or WorkKeys.

- C. Effective September 1, 2012, when an Administrator determines that it is necessary to utilize a Paraeducator to translate, the paraeducator will be paid at the rate of \$25.00 per hour over and above their regular rate of pay for services during the school day. Paraeducators who serve as a translator outside the school day will be compensated at the rate of \$25 per hour. The Paraeducator must serve as a translator for at least 15 or more consecutive minutes to be eligible for this payment. The parties agree that translating is not an exclusive duty of a paraeducator and paraeducators are to be utilized as translators only when there is no other alternative.

For Employees, Who as of June 30, 2018, Were on Steps 9, 10, 15, 20, or 25

	7/1/2021 0%	7/1/22 2%	7/1/2023 2%
STEPS	Hourly Rate		
10	\$25.26	25.77	26.28
15	\$27.08	27.62	28.17
20	\$28.91	29.49	30.08
25	\$29.63	30.22	30.83

MARLBOROUGH PUBLIC SCHOOLS PARAEDUCATOR EVALUATION

Employee Name: _____ Date of Review: _____

Position Title: _____ Evaluator: _____

SPECIFIC REVIEW FACTORS

JOB KNOWLEDGE

- 1.) How do you rate this employee's ability to incorporate knowledge of learning styles and child development into his/her work?

Excellent 4	Good 3	Marginal 2	Unacceptable 1

- 2.) How do you rate this employee's ability to communicate concerns and feedback regarding a student's learning?

Excellent 4	Good 3	Marginal 2	Unacceptable 1

INITIATIVE & ABILITY TO LEARN ADDITIONAL SKILLS

- 3.) How well does this employee practice new teaching strategies and skills?

Excellent 4	Good 3	Marginal 2	Unacceptable 1

COOPERATION & ATTITUDE TOWARDS SUPERVISION

- 4.) How do you rate this employee's ability to be flexible and adapt to the changing needs of the classroom, the student(s) to which he/she is assigned, and the direction of the teacher?

Excellent 4	Good 3	Marginal 2	Unacceptable 1

MARLBOROUGH PUBLIC SCHOOLS PARAEDUCATOR EVALUATION

How well does this employee understand and respect their own role in the classroom, and contribute productively in discussions with others about successful learning strategies and the progress of the student(s) assigned to him/her?

Excellent 4	Good 3	Marginal 2	Unacceptable 1

PROFESSIONALISM & WORK HABITS

- 5.) How well does this employee exhibit the qualities of patience, flexibility, motivation, and time management necessary for consistent, high-level performance?

Excellent 4	Good 3	Marginal 2	Unacceptable 1

- 6.) How do you rate the employee's dependability, reliability, promptness and attendance?

Excellent 4	Good 3	Marginal 2	Unacceptable 1

SUMMARY

- 1.) What are this employee's professional strengths?

- 2.) In what areas does the employee need to grow, improve, or develop higher level skills?

Employee's Signature _____ Date _____

Supervisor's Signature _____ Date _____