

**Memorandum of Agreement between the Carver School Committee
and the Education Association of Plymouth and Carver**

**ARTICLE I
RECOGNITION**

For the purposes of collective bargaining with respect to wages, hours, and other conditions of employment, the negotiation of collective bargaining agreements, and any questions arising there under, the Carver School Committee ("School Committee") recognizes the National Education Association ("NEA"), the Massachusetts Teachers Association ("MTA") and Education Association of Plymouth and Carver ("Association") as the exclusive bargaining agents and representatives of the following employees of the Committee:

All full-time and regular part-time paraprofessionals, ~~aides, and monitors~~, employed by the Carver School Committee, including ~~teacher assistants, the teacher assistant/job coach, the IMC aide, the health aides, the hall monitor, and the lunchroom monitors~~ **Paraprofessionals, Job Coaches, Monitors, and Specialized Therapeutic Paraprofessionals**, but excluding all managerial, confidential, and casual employees, and all other employees of the Carver School Committee.

Unless otherwise indicated, the employee(s) in said Unit above will hereinafter be referred to as "Paraprofessional(s)" or "Employee(s)."

**ARTICLE II
GRIEVANCE PROCEDURES**

A. Definitions

1. A grievance is defined as a complaint by the Association, the Committee, an Employee or Employees, based upon an alleged violation of or variation from one or more terms or provisions of the Agreement or the interpretation or application thereof.
2. A "party-in-interest" is the person or persons making the claim, the Association, the Committee, and/or any person who might be required to take action or against whom action might be taken in order to resolve a claim.
3. "Business day." During the school year, this term shall mean any day when school is in session for students. During the summer break, this term shall mean any day on which the Office of the Superintendent of Schools is open for business.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise, affecting the welfare or working conditions of Employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate.

2. Nothing herein contained will be construed as limiting the right of any Employee having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention by the Association, provided the adjustment is not inconsistent with the terms of this Agreement, and that the Association has been given the opportunity to be present at such adjustment and to state its views.

C. Procedure

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered as maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

If, at the end of ten (10) business days following the occurrence of any act or condition that may be the subject of a grievance, or the date of the first knowledge of its occurrence by any Employee affected by it, the grievance shall not have been presented at Level One of this procedure, the grievance shall be deemed to have been waived. Any grievance in course 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 therefore.

In the event that a grievance is filed on or after June 1, which if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as possible.

Level One: The grievance shall be presented in writing by the Employee and/or a member of the Professional Rights and Responsibilities Committee of the Association (hereinafter "PR&R Committee") to the principal or to the appropriate immediate supervisor of the Employee on the Grievance Form, as agreed on by the Association and the Committee. In order to be processed, the grievance must include a statement of the alleged facts giving rise to the grievance, a reference to the specific provision or provisions of the Agreement allegedly violated, and the specific remedy requested. The principal or supervisor shall respond **in writing** within five (5) business days.

Level Two: If the grievance is not resolved at Level One, the Employee and/or member of the PR&R Committee **Association** may present the grievance in writing, as set forth above, to the Superintendent within ten (10) business days following the Level One response (or if there is no such response, the due date therefore). The Superintendent shall respond in writing within ten (10) business days of receipt.

Level Three:

1. If the grievance is not resolved at Level Two, the Employee and/or **Association** a member of the PR&R Committee may present the grievance in writing, as set forth above, to the School Committee within ten (10) business days following the Level Two response (or if there is no response, the due date therefore). **Within ten (10) business days or the next regularly scheduled School Committee meeting, whichever comes first,** In the event the subject of the grievance is appropriate for consideration by the School Committee, at the next regularly scheduled School Committee meeting, the School Committee shall meet with a member of the PR&R Committee **the Association** and the Employee, in an effort to settle the grievance. The

Committee shall respond to the grievance in writing within ten (10) business days following such meeting.

2. In the event that the Committee has a grievance against the Association and/or any Employee, the grievance will commence at Level Three. The Committee will notify the Association in writing relative to the alleged grievance. Within five (5) business days after receiving the written grievance the Association President or his/her designee will meet with the Committee for the purpose of discussing and/or resolving the grievance. The Association shall respond in writing to the grievance within ten (10) business days of such meeting.

Level Four:

1. If the Association/Employee grievance is not resolved at Level 3, the Association may, within twenty (20) business days after the reply of the School Committee (or if there is no response, the due date therefore), present the grievance for arbitration to the American Arbitration Association for disposition in accordance with the applicable rules of the American Arbitration Association.

2. If the Committee grievance is not resolved at Level 3, ~~within the Association may,~~ within twenty (20) business days after the reply of the Association (or if there is no response, the due date therefore), **the Committee may** present the grievance for arbitration to the American Arbitration Association for disposition in accordance with the applicable rules of the American Arbitration Association.

3. Grievance Resolution: The Arbitrator shall have jurisdiction only over disputes arising out of grievances as defined in this Article. The Arbitrator shall be without power and authority to do the following:

- a. to add to, modify, or subtract from the provisions of this Agreement;
- b. to rule on an issue which has been excluded from the grievance and arbitration provision of this Agreement;
- c. to rule on an issue which is reserved by law to the Committee;
- d. to modify or negate decisions and/or policies of the Committee which are made pursuant to its rights or authority under the law, and/or its management rights, provided these decisions and/or policies do not violate a provision or provisions of this Agreement;
- e. to make an award which may cause or require the Committee to violate State or Federal Law, or any rules, regulations, or decisions issued under the authority of the Commonwealth of Massachusetts or of the United States Government;
- f. to award any relief for any period of time prior to the date of the submission of the grievance or the date by which the aggrieved party knew or could, with reasonable diligence, have known of the act or condition on which the grievance is based;
- g. the Arbitrator may not substitute his/her judgment for that of the Committee nor its agents when they exercise their judgment pursuant to their reserved rights or to their authority under

the law, provided the judgment of the Committee or its agents does not violate a provision or provisions of this Agreement.

4. The decision of the Arbitrator, if within the scope of this jurisdiction, shall be final and binding upon the parties hereto except for review or confirmation as provided for by M.G.L. Chapter 150C and/or other applicable laws, and the Arbitrator shall be requested to issue a decision within thirty (30) days after the conclusion of testimony and the submission of briefs;

5. Compensation for the services of the Arbitrator will be borne equally by the Committee and the Association, but each party shall bear its own expenses for the presentation of its own case.

6. If any Employee shall present any grievance without representation by the Association, the disposition, if any, of the grievance shall be consistent with the provisions of this Agreement; 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.

D. Grievance Mediation

The party seeking arbitration may, together with the notification of intent to arbitrate, offer to the other the option to join in grievance mediation. Grievance mediation shall not be deemed an alternative to arbitration of the grievance and may be conducted simultaneously with the utilization of the arbitration procedure. In the event the parties agree to submit the grievance to grievance mediation, they shall jointly petition the Board of Conciliation and Arbitration to initiate expedited mediation. The mediation shall be conducted in accordance with the grievance mediation rules and/or procedures of the Board of Conciliation and Arbitration.

It is understood by the parties that the respective positions of the parties in attempting a mediated resolution of the dispute in no way shall prejudice the parties and their respective positions in the event no settlement is reached in mediation and the matter continues to arbitration.

E. Rights of Employees to Representation

1. No reprisals will be taken by the Committee or by any member of the administration against any party in interest, any school representative, any member of the **Association PR&R Committee**, or any other participant in the grievance procedure by reason of such participation.
2. A party in interest may be represented at any stage of the grievance procedure by a person of his own choosing except a representative or officer of any labor organization other than the Association. When an Employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

F. Miscellaneous

1. If, in the judgment of the ~~PR&R Committee~~ **Association**, a grievance affects a group or class of Employees, the ~~PR&R Committee~~ **Association** may submit such grievance in writing to the Superintendent directly, and the processing of such grievance will be commenced at Level Two. The ~~PR&R Committee~~ **Association** may process such a grievance through all levels of the grievance procedure, if a majority of those affected wish it to be done.

2. Decisions rendered at Levels One and Two of the grievance procedure will be in writing, setting forth the decision and the reasons therefore, and will be transmitted promptly to all parties in interest and to the ~~Chairperson of the PR&R Committee~~ **President of the Association**.

3. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants, and will be available to the **President of the Association** ~~Chairperson of the PR&R Committee~~ and administrators included in the proceedings.

4. Forms for filing grievances, serving notice, taking appeals, making reports and recommendations, and other necessary documents will be jointly prepared by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

5. Attendance by Employees and Association representatives at Level Four grievance meetings held during the school day shall constitute authorized absence without loss of pay.

ARTICLE IV **EMPLOYMENT**

~~Paraprofessionals~~ **Employees** are employed on a one-year annually renewable basis. Employees will be notified in writing of their job status for each ensuing year by June 30th.

ARTICLE V **ASSIGNMENT OF RESPONSIBILITIES AND WORK YEAR**

At the time of initial employment and annually thereafter, Employees who have been appointed for the school year will be given a letter of employment that sets forth the anticipated assignment, including the hours and days on which they will be working. **Reasonable efforts will be made to inform employees of** ~~Although assignments will generally be made by August 1 30,~~ **but** such assignments are subject to change at any time. In the event the Superintendent/designee receives a written request from an Employee for a particular assignment, such request will be considered. Seniority may be considered in all matters related to available assignments. Assignments are not subject to grievance and arbitration procedures.

~~For the IMC assistant, the Health Aide, and the Hall Monitor~~ The work year shall consist of the number of days school is in session for students. ~~For teacher assistants~~ **Employees** in special education the work year generally consists of the number of days school is in session for students, but this may vary depending upon the student's specific educational plans. Work ~~required~~ beyond the regular school year will be compensated for at a rate not less than that set forth in Appendix A.

There shall be a half workday on Good Friday for all employees.

ARTICLE VI
WAGES/TRAVEL REIMBURSEMENT

A. Schedule. The basic wage schedule for Employees is set forth in Appendix A.

(existing language with edits)

G. Substitution for Absent Teachers. ~~When a teacher at the elementary level is absent for a half day and a Paraprofessional is assigned to serve as the teacher's substitute, the Paraprofessional will receive his/her per diem rate and an additional amount of \$15 dollars for the day. When a teacher at the elementary level is absent for a full day and a Paraprofessional is assigned to serve as the teacher's substitute for the full day, the Paraprofessional will receive his/her per diem rate and an additional amount of \$30 dollars for the day. When a teacher at the middle/high school level is absent for a half day or a whole day and~~ **When** a Paraprofessional is among the staff assigned to serve as the cover a teacher's substitute for one or more full periods **class for more than 30 minutes**, the Paraprofessional will receive his/her per diem rate **of pay** and an additional amount of ~~\$5~~ **\$6.50** dollars **per hour**. ~~for each full class period taught. It is understood that Paraprofessionals assigned to substitute or otherwise cover classes in circumstances in which the teacher is absent for less than a half day will receive his/her per diem rate, without additional pay.~~

(new language)

G. Substitution for Absent Teachers. **When** a Paraprofessional is among the staff assigned to cover a teacher's **class for more than 30 minutes or for the entire period at the middle school and high school level**, the Paraprofessional will receive his/her per diem rate **of pay** and an additional amount of **\$6.50** dollars per hour.

I. Longevity Pay. Longevity will be payable annually on the employee's anniversary date upon completion of the following years of service:

completion of year 5, 6, 7, 8, 9	\$150.00 \$175.00
completion of year 10, 11, 12, 13, 14	\$300.00 \$325.00
completion of year 15, 16, 17, 18, 19	\$450.00 \$475.00
completion of year 20 and subsequent years	\$600.00 \$625.00

Years of service for the purpose of determining longevity pay under this Article shall be based upon the Employee's most recent period of unbroken service in the Carver Public Schools. **Leaves of absence shall not be considered as breaks in continuous service. Leaves shall be defined as those days which were mutually agreed upon by both the School Committee and the Paraprofessional.**

J. A paraprofessional will receive his/her current per diem rate of pay for any and all hours of service to the Carver School System.

K. Any paraprofessional whose regular assignment is away from the school building(s) shall receive one dollar (\$1.00) per hour in addition to their normal per diem rate of pay for all such off campus hours. This provision shall not apply to field/class trips.

ARTICLE VIII
EMPLOYEE EVALUATION

- A. Evaluation. A performance review shall be completed by the Director of Special Education, or the Building Principal ~~at least at~~ by the conclusion of **the first** six months for new Employees and at least annually thereafter. Evaluation reports shall be communicated orally and in writing to the ~~person~~ **Employee** being evaluated. The Employee may, at his/her option, have a conference with the evaluator prior to signing the completed evaluation form. The Employee shall sign to acknowledge s/he has received a copy of the evaluation. Such signature in no way indicates agreement with the report. [] The Employee will have the right to submit a written response for review by the Superintendent **and evaluator** and attached to the file copy.
- B. Evaluation Form. The Association and the Committee agree to ~~establish~~ a study committee to ~~develop~~ **periodically review** and recommend ~~a new~~ **revisions to the** evaluation form (**attached as Appendix B**). The study committee shall be composed of up to three (3) **members** designated by the Committee and up to three (3) members designated by the Association. The form in use ~~during the 2009-2010 school year~~ shall remain in full force and effect until a new one is agreed upon.

ARTICLE IX
LEAVES

- A. Personal Illness. Employees will earn **paid** sick leave at the rate of one day per working month to a total of ten days per year. Sick leave days are cumulative to ~~sixty five (65) days.~~ [] **one hundred (100) days.**

In addition to personal illness or injury, paid sick leave may be utilized for the following purposes:

1. One (1) day when emergency illness or injury in the family requires an Employee to make arrangements for necessary medical and nursing care.
 2. A maximum of ~~five (5)~~ **ten (10)** paid days per school year for a serious illness in the immediate family, which shall include the Employee's spouse, child, son/daughter-in-law, parent, ~~father/mother-in-law,~~ sibling, or ~~other~~ a resident member of the Employee's household. It is understood that the granting of leave under this paragraph is upon the condition that the Employee's personal attention is necessary for the care of the member of the immediate family or household and that no other capable person is available to perform such care.
- B. Business Leave.
1. In any school year, an Employee will be granted one (1) day of paid leave to conduct personal or legal business under the following conditions:
 - (a) It is recognized that the absence of the Employee from work interrupts and diminishes the scheduled work of employees and must therefore be kept to a minimum. It is understood that employees will make every effort to attend to their personal business on non-working hours and that requests for business leave will be submitted only when every effort has been made to schedule business so as to not interfere with their duties.

(b) Application for personal business leave (except in cases of emergency) will be made at least seventy-two (72) hours before taking such leave, and shall be subject to the approval of the Superintendent of Schools. Under no circumstances may a day be taken for the purpose of extending a weekend, vacation or holiday.

(c) If said day abuts a holiday or if the Employee is the second person **from their school** to request a personal business day for any given Monday or Friday, the Employee shall request the day only for one of the reasons listed in paragraph 2 below.

2. In addition, while an Employee requesting his/her first business day shall not be required to give a reason for said day, except as provided in Section 1(c) above. ~~¶~~ A second **paid** business day in any school year will be granted subject to the provisions of paragraph 1 above but only for one of the following reasons:

4. The number of business days granted **to Employees** on any given day may be limited by the Superintendent or designee in the light of staffing needs **in each individual building**.

D. **Bereavement.** Four (4) **paid** bereavement days will be granted in the event of a death of a member of the immediate family. Three (3) **paid bereavement** days will be granted for non-immediate family. (Immediate Family: Spouse, child, son/daughter-in-law, parent, father/mother-in-law, sibling or other resident member of the immediate household. Non-immediate Family: Grandparent, brother/sister-in-law, uncle, aunt, niece/nephew.)

F. **Religious Leave.** **Two (2) days without loss of pay may be taken where established religious discipline makes it mandatory upon the Employee to be absent from school. However, if the Employee believes that a third day is necessary to fulfill his/her religious obligations, this third day may be taken with the provision that an amount equal to the daily compensation rate of a substitute teacher will be deducted from his/her salary on the payment following said absence. Paid leave pursuant to this provision may be granted only for a day on which school is in session.**

ARTICLE XI PROTECTION

D. **The Committee will continue to provide the indemnification for Employees provided by Chapter 258 of the M.G.L. under the conditions set forth in that Section.**

ARTICLE XIV GENERAL

F. **Employees may request of the School Committee reasonable and actual value amounts of reimbursement for any clothing, eyeglasses, or similar personal property damaged or destroyed in the course of his/her employment. These Requests may not be unreasonably withheld.**

G. **Any document that the Employer is aware of that is presented to Employees from third party entities which require a signature from the Employee must be provided in advance to the Association for review. No employee shall be prejudiced by refusing to sign said document without such counsel.**

NEW ARTICLE
VACANCIES AND TRANSFERS

For purposes of the Agreement, a vacancy shall be defined as any position which becomes vacant as a result of retirement, transfer, resignation, termination, death, or is newly created.

1. Whenever a vacancy occurs in a new or existing position, the Association president and all employees will receive an electronic copy of the posting as soon as it is posted and prior to the position being filled. When possible, the Administration will make best efforts to post the position for five consecutive business days prior to the position being filled. In addition, the vacancy will be publicized by means of a notice placed on the appropriate bulletin board(s) and/or on the district web site as soon as possible.
2. The qualifications for the position, its duties, the rate of compensation, and the final date of acceptance of applications will be clearly set forth.
3. Any person interested in filling vacancies must apply in writing and/or electronically to the Administration before the end of the posting period.
4. Unit member(s) may request a voluntary transfer to any vacant position. The request will be in writing and submitted to the Superintendent.
5. Applicants will receive notification of whether or not they were appointed to the position.

NEW ARTICLE
DELAYS AND EARLY RELEASES

- A. All Paraprofessionals covered by this Agreement will be paid their regular day's pay when there are delayed openings or early releases due to weather or any other emergency conditions.
- B. When school is not in session for students, paraprofessionals will not be expected to report to work.

NEW ARTICLE
PERSONAL CARE ASSISTANCE

In some circumstances, the regular job duties of a Paraprofessional unit member will include assisting students with personal care, including toileting. Such students may require regular:

- Diaper changing
- Toileting assistance and/or training
- Assistance in the bathroom with dressing
- Assistance in the bathroom with personal care (washing, wiping, etc)

In circumstances where a unit member will regularly be required to provide such care, it is understood that the Carver Public Schools will:

- Provide members with training in appropriate procedures and guidelines
- Provide members with appropriate materials and supplies such as gloves, wipes, plastic bags for wet or soiled clothing, containers for disposals, etc
- Develop plans to address the personal care needs of the student should the member be absent

At the middle and high school levels, unit members will work with the school nurse in a team approach to this task. No unit member at the middle and/or high school level will be expected to provide personal care assistance, including toileting, to a student alone.

The employer will make reasonable efforts to inform the Employee upon transfer or in their initial/annual appointment letter if it is anticipated that the position will require the Employee to provide regular personal care/toileting assistance.

ARTICLE ~~XVII~~

DURATION

(This should be the last Article)

Unless otherwise specified herein, this Agreement shall be in effect from September 1, ~~2012~~ **2015** through August 31, ~~2015~~ **2018** and shall continue to remain in full force and effect until a successor agreement is reached. In the event the Association wishes to enter negotiations for a successor agreement, the Association shall notify the Committee in writing no later than sixty days prior to its expiration.

Appendix A
Carver Paraprofessional Wage Schedule

Hourly rates for all Paraprofessionals, Job Coach and Monitors

15/16			16/17			17/18				
Year	Step	Clm 1	Year	Step	Clm 1	Year	Step	Clm 1		Clm 2 Bchlr
1	1	\$13.78	1	1	\$13.99	1	1	\$14.20	1.5%	\$15.20
2	1	\$13.78	2	1	\$13.99	2	1	\$14.20		\$15.20
3	1	\$13.78	3	1	\$13.99	3	1	\$14.20		\$15.20
4	2	\$14.33	4	2	\$14.55	4	2	\$14.77		\$15.77
5	2	\$14.33	5	2	\$14.55	5	2	\$14.77		\$15.77
6	2	\$14.33	6	2	\$14.55	6	2	\$14.77		\$15.77
7	3	\$14.76	7	3	\$14.98	7	3	\$15.20		\$16.20
8	3	\$14.76	8	3	\$14.98	8	3	\$15.20		\$16.20
9	3	\$14.76	9	3	\$14.98	9	3	\$15.20		\$16.20
10+	4	\$15.26	10+	4	\$15.49	10	4	\$15.72		\$16.72
		\$0.50				11	4	\$15.72		\$16.72
						12	4	\$15.72		\$16.72
						13	4	\$15.72		\$16.72
						14	4	\$15.72		\$16.72
						15+	5	\$16.24	\$17.24	

1.5%

1.5%

Clm 1 plus \$1.00

Hourly rates for all Specialized Therapeutic Paraprofessionals

At the time of this Agreement, the following are considered to be Specialized Therapeutic Paraprofessionals: Speech Language Assistants, Certified Occupational Assistants, Physical Therapy Assistants, Board Certified Assistant Behavior Therapists, Registered Behavior Technicians, and Home Based Applied Behavioral Analysis Therapists.

Notwithstanding above, the following rates will apply during hours in which a Paraprofessional is providing specialized therapeutic services:

Hours of Experience	HS Degree	Bachelor's Degree and/or Certification
0-40	\$18.00	\$22.00
41-100	\$20.00	\$25.00
101-160	\$22.00	\$27.00
161-220	\$24.00	\$27.00
220 plus	\$26.00	\$27.00

Appendix B

(Attach Evaluation Instrument)