

AGREEMENT
Between
THE SOUTH HADLEY SCHOOL COMMITTEE
and
SOUTH HADLEY EDUCATION ASSOCIATION
UNIT E

July 1, 2017 - June 30, 2020

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ARTICLE I
RECOGNITION CLAUSE

The South Hadley School Committee, hereinafter referred to as the "Committee" or the "Employer", recognizes the South Hadley Education Association/Unit E/MTA/NEA hereinafter referred to as the "Association" or the "Employees", as the exclusive representative for wages, hours, and working conditions as set forth in this Agreement, of a bargaining unit consisting of the Title 1, Chapter 766, and other instructional paraprofessionals, but excluding the Superintendent of Schools, the Assistant to the Superintendent of Schools, all managerial or confidential employees, and all other employees of the South Hadley School Committee. Effective September 1, 2011 the position of Education Therapeutic Assistant is also contained in this bargaining unit. Unless specifically noted, the term paraprofessional refers to all unit members.

ARTICLE II
MANAGEMENT'S RIGHTS CLAUSE

The management of the schools and the direction of the working force, including the right to plan, direct and control department operations; to schedule and assign work to employees; to determine the means, methods, processes, materials, and schedules of operations; to establish standards and to maintain the efficiency of employees; to establish and require employees to observe Employer's rules and regulations; to hire, layoff or relieve employees from duties; and to maintain order and to suspend, demote, discipline and discharge employees for just cause, are the recognized reserved rights of the Employer.

The foregoing enumeration of management's rights shall not be deemed to exclude other rights of management not specifically set forth, the Employer, therefore, retaining all rights not otherwise specifically restricted by this Agreement.

The exercise by the Employer 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 Association or bargaining unit.

ARTICLE III
WORK YEAR, WORK WEEK, WORK DAY

A. Work Year:

The work year of employees covered by this Agreement will be set by the School Committee.

B. Work Day:

1. The workday of all employees will begin at the appointed hour of their assigned building and will be aligned with the student day, including a duty free lunch period consistent with the building lunch times. The School Committee reserves the right to make adjustments in the daily work schedule, including, but not limited to, the number of hours worked per day.
2. The daily starting and dismissal time for each employee will be scheduled by the Superintendent or his/her designee. Each employee will be at his/her assigned building, prepared to work at the start of each scheduled day and will not leave his/her assigned work station before the end of his/her scheduled day.
3. All employees will be notified of their starting and dismissal time if it is to vary from the starting time of the building they are assigned to.
4. The Superintendent or designee may require all employees to attend staff meetings and/or training sessions. Under normal circumstances, employees will be notified of such meetings forty-eight (48) hours in advance. Employees will be paid their regular hourly rate in accordance with Appendix A for attendance at such meetings. In addition, an employee may attend teacher in-service meetings within the district where relevant to his/her assignment, with pay.
5. This provision shall not be construed as guaranteeing any number of hours or days of work. Employees shall be available and report for days and hours of work as scheduled or required in their jobs.
6. Where the workday is extended due to late-returning field trips, the additional time will be compensated for in pay or time off to be determined within the discretion of the Superintendent. An employee who is denied an opportunity to accompany his/her class or student(s) on a trip to avoid such added compensation shall be offered alternative work for his/her regularly scheduled hours.

C. Work Week:

A work week is understood to commence on Monday and terminate on Sunday.

ARTICLE IV
OFF-SITE PROGRAM

The district currently supports a special education program in partnership with Holyoke Community College known as the Off-site Program. This program is staffed by Unit E paraprofessionals but follows HCC's academic calendar and, thus, is on an alternative schedule. For the purpose of emergency closings, paraprofessionals will follow the South Hadley Public Schools' schedule.

Paraprofessionals assigned to the Off-site Program will follow the HCC academic schedule; however, in lieu of the district's February and April vacations, the assigned Off-site Program paraprofessionals will take the HCC spring break in March as a vacation as well as will be required to take 5 days, at a time that is mutually convenient to the district and the paraprofessional, between the end of the HCC calendar year and the district's academic year. These replacement days cannot be carried over to the next academic year.

The district agrees to cover the cost of mileage, at the School Department rate, for paraprofessionals to drive their personal vehicle to and from HCC from the high school (as the high school is their assigned work site) and to and from various assigned job sites and the high school except when the supervisor approves an alternative arrangement (such as allowing the paraprofessional to return home from the job site as it would be closer for the individual than returning to the high school).

Paraprofessionals will be assigned to the Off-site Program and substitute Off-site Program positions using the following approach:

Step One: The district will seek appropriately qualified volunteers from first the high school and, if no volunteers come forward, then from the district-wide pool of candidates.

Step Two: If there are insufficient qualified volunteers from the existing paraprofessional ranks district-wide following Step One, the district will assign paraprofessionals to the Off-site Program on a seniority basis with the least senior member being assigned first.

ARTICLE V
GRIEVANCE AND ARBITRATION PROCEDURE

SECTION 1

A grievance is defined as a question, complaint or dispute involving the interpretation or application of, failure to comply with, or alleged violation of or a variance from the terms and provisions hereof. Any matter which is not specifically covered by the provisions of this Agreement or which is reserved to the discretion of the Committee by the terms of this Agreement, shall not be the subject of the grievance.

Whenever a paraprofessional or group of paraprofessionals deems himself/herself or themselves aggrieved, he/she or they shall reduce the complaint to writing, in duplicate, on a serially numbered form to be mutually developed by the Parties, one copy for the School Committee or their agent, and one copy to be retained by the Association, or their agent, which shall set forth the circumstances complained of; shall make a full and complete disclosure as to the manner in which it is alleged that the Agreement is either misapplied, not complied with, violated or varied; and shall specify the relief sought.

This language is not intended to preclude the aggrieved from inserting additional facts and information, should same only come to his/her attention or be discovered subsequent to the submitting of the initial complaint.

The following procedure shall then be followed:

Level One

The paraprofessional or paraprofessionals aggrieved shall present the grievance within fifteen (15) days of the occurrence or within fifteen (15) days of the date he/she knew of the occurrence which gives rise to the grievance, to his/her or their immediate supervisor and to the Association. A meeting shall be held in an effort to resolve the grievance between the paraprofessional or paraprofessionals, the immediate supervisor and the Association representative or representatives from each building, within five (5) days of its submission as aforesaid.

Level Two

In the event that the grievance is not settled by the meeting at Level One, the paraprofessional or paraprofessionals or the Association may, within ten (10) days thereafter, submit the written grievance to the Superintendent of Schools and shall deliver a copy thereof to the Professional Rights and Responsibilities Committee of the Association. Within ten (10) days of his/her receipt thereof, the Superintendent shall meet with the paraprofessional, paraprofessionals and/or the Professional Rights and Responsibilities Committee of the Association, in an effort to settle the grievance. The

paraprofessional or paraprofessionals may be accompanied by a member of the Professional Rights and Responsibilities Committee.

Within ten (10) days after such meeting, the Superintendent shall advise the paraprofessional or paraprofessionals and the Professional Rights and Responsibilities Committee, in writing, of his/her decision concerning the grievance.

Level Three

In the event that the grievance is not settled at Level Two, it may, within ten (10) days of the Level Two answer, be submitted to the Committee. The Committee shall, within fifteen (15) days of its receipt thereof, or at its next regular meeting, whichever is sooner, meet the paraprofessional or paraprofessionals and/or the Professional Rights and Responsibilities Committee in an effort to settle the grievance. The Committee shall submit its written decision to the Professional Rights and Responsibilities Committee within ten (10) days of the date they heard the grievance.

Level Four

If the Association is not satisfied with the disposition of the grievance at Level Three, or the Level Three time limit expires without the issuance of the Committee's written answer, then, the Association may submit this grievance to final and binding arbitration. If the demand for arbitration is not filed within two (2) weeks of the date of the School Committee's Level Three reply, then the grievance will be deemed withdrawn. The procedures governing the arbitration process are set forth below:

1. The parties agree, for the duration of this Agreement, to select an arbitrator through the process of the American Arbitration Association.
2. The arbitration proceeding will be conducted under the rules of the AAA. 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. The fees and expenses of the arbitrator shall be borne equally by the parties.
3. If the School Committee claims the Association has violated the No-Strike provision of the Agreement, it may present such claim to the Association, in writing, and if the parties fail to settle it within two (2) weeks, the School Committee may submit the problem to arbitration, under the provision of this Article.
4. The Arbitrator's decision shall be rendered within thirty (30) days of its submission and shall not extend beyond the submission nor alter, amend, or modify the provisions of the Agreement. Nor shall the Arbitrator render

a decision which shall impinge any reserved rights and duties of the Committee.

It is agreed that wherever the word Superintendent is used herein, it shall not be limited to the Superintendent himself/herself, as he/she or the Committee may name a designee to act in his/her stead; except that in no instance shall the designee be one who falls within the meaning of bargaining unit employee, under the provisions of Chapter 150E.

Notwithstanding any language in this Article, it is explicitly agreed that either party may invoke the arbitration procedures for alleged violations of the no-strike article of this Agreement.

SECTION 2

The Professional Rights and Responsibilities Committee may, at any level of the foregoing procedure, refuse to prosecute the grievance further. Such refusal shall be immediately communicated to the Committee by the Professional Rights and Responsibilities Committee.

SECTION 3

If, in the judgment of the Professional Rights and Responsibilities Committee, a grievance affects a group or class of paraprofessionals, or, if in the judgment of the Professional Rights and Responsibilities Committee a series of grievances are conceived with the same subject matter, it may submit such grievance or such series of grievances collectively at Level Two of the grievance procedure.

SECTION 4

To the extent possible, all proceedings shall be kept informal and confidential.

SECTION 5

Time limits, herein set forth, are considered maximums unless extended by mutual agreement in writing. It is agreed that Saturday, Sunday and legal holidays are excluded from the time limits referred to in this Article.

ARTICLE VI **NO-STRIKE NO-LOCKOUT CLAUSE**

During the term of this Agreement the Parties hereto agree that there shall be no strikes of any kind whatsoever; work stoppages; slow-downs; withholding of services; or interference or interruption with the processes or operations of the schools by any employees or the Association; and there shall be no lock-outs by the Employer.

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 Unions) 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 under Article IV of this Agreement.

ARTICLE VII **COMPENSATION**

SECTION 1

Each employee covered by this Agreement will be compensated at a straight time hourly rate for all work done during the first forty (40) hours in any given work week. All work performed in excess of forty (40) hours will be compensated at time and one-half. It is understood by the Parties that any and all compensation received under this Agreement, unless expressly stated otherwise, will be only for hours actually worked by the employee.

SECTION 2

Paraprofessionals who have served at least thirty (30) days in the district in the prior or current year shall be paid in an amount no less than the established teacher substitute rate, substitute pay as follows:

If the paraprofessional is selected by the Principal to serve as a substitute teacher and the paraprofessional subs for one (1) hour non-cumulative or one (1) high school class period as a minimum will earn a twenty (20) dollar (\$20.00) payment, up to a maximum of forty (40) dollars (\$40.00) for three (3) hours or more for the day; there also must be one (1) hour non-cumulative or one (1) high school class period for the ETA substitute pay. The Principal shall have the sole discretion in selecting or not selecting a paraprofessional for use as a substitute and such selection or non-selection shall not be subject to the grievance procedure contained in this Agreement. A paraprofessional who serves as a substitute will only accrue seniority within his/her unit while serving as a substitute.

In the event a paraprofessional has teacher certification, the *teacher substitute* rate shall be in accordance with school policy but no less than Five Dollars (\$5.00) higher than that for non-certified paraprofessional substitutes. In no case will the paraprofessional be paid less than his/her rate as set forth in this Agreement.

SECTION 3

The supplemental payments referred to in Section 2 and 3 will be implemented with the following criteria and expectation:

- (a) No more than one such payment can be earned in one day; irrespective of the length or number of substitutions on that date;
- (b) Administration will develop a time sheet or other document by which paraprofessionals will apply for the payment; such form will identify such information as the teacher substituted for and the times of such substitution;
- (c) In order to qualify for the payment, the following criteria are to be met:
 - (1) The substitution assignment is to be outside the paraprofessional's normal responsibilities and duties;
 - (2) The paraprofessional is to have actually assumed the teacher's responsibilities and have engaged in the appropriate activity, the teacher being absent and not, for example, quickly available as would be the case were he/she to be conversing with an administrator in the corridor outside the classroom;

SECTION 4

Employees shall have the option of choosing to be paid over 22 or 26 weeks, as available to other Committee employees on a bi-weekly basis.

SECTION 5

An employee on recall from layoff who substitutes shall be paid the hourly rate provided under this Agreement, or the rate paid to him/her as of the date of layoff, whichever is higher.

SECTION 6

Longevity:

The sum of one hundred fifty dollars (\$150), based on completion of ten (10) years of continuous full employment, plus an additional one hundred fifty dollars (\$150) for each additional five (5) years of continuous full time employment, will be paid, to a maximum of seven hundred fifty (\$750) per year. The longevity payment will be made on the employee's anniversary date.

Paraprofessionals having an anniversary date between July 1 and November 30 will be paid their longevity payment on the first payroll in December.

Paraprofessionals having an anniversary date between December 1 and June 30 will be paid their longevity payment on the first payroll in June.

Full time employment will be defined as a minimum of twenty-five (25) hours per week. Notwithstanding any other provision of this Agreement should an employee who is now working twenty-five (25) hours per week or more be involuntarily transferred or reassigned to a position that is less than twenty-five (25) hours per week, the said employee shall suffer no derogation of eligibility or of benefits under this section.

SECTION 7

All paraprofessionals shall receive their regular compensation for each of the following holidays:

Holidays: Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King Day, Presidents' Day, Patriots' Day, Memorial Day.

SECTION 8

At the beginning of every school year, bargaining unit members will receive a pay calculation sheet. This sheet will contain the following information:

Current grade and step
Weekly hours scheduled
Hourly rate
Longevity payment
Annual salary

Employees will also be able to access information regarding eligible leave time electronically.

ARTICLE VIII NOTIFICATION OF VACANCIES

SECTION 1: (Vacancies Created During the School Year)

Whenever a permanent paraprofessional or ETA vacancy or new position occurs during the school year, the Committee shall cause notice thereof to be emailed in all schools at the earliest possible date, but in any event sufficiently early so that any paraprofessional has at least five (5) school days to make written application. All email notices for permanent vacancies will state the school, grade level, department and number of hours to be worked. Changes in assignment within a school may be made at the discretion of administrator in charge, subject to the provisions of the contract.

SECTION 2: (Vacancies Created During the Summer)

Notification of vacancies which occur during the summer will occur by the following process:

1. Paraprofessionals who desire to be notified on an on-going basis of vacancies that open during the summer must provide their e-mail address to the office of the Superintendent.
2. All paraprofessionals that have expressed a desire to receive an e-mail posting of summer vacancies shall receive e-mail notification via a "mass e-mail" that will be sent to paraprofessionals whenever a summer vacancy is to be posted. Employees shall have five business days to express interest in positions, three days for openings posted after August 15th.
3. Whenever a position opens up for which a paraprofessional expressed specific interest, he/she will be considered a candidate for that position. The Superintendent shall notify the Association president or designee and the Unit E chairperson of the vacancy.
4. This section applies only to inter-school transfer opportunities and does not apply to special education professionals moving between schools with their assigned child.

SECTION 3

The Superintendent of Schools reserves the right not to fill any permanent vacancy until the start of the next school year. In such cases, the position may be filled on a temporary basis.

SECTION 4

After posting a vacancy, the Principal will fill vacancies with the approval of the Superintendent. If transfer is made during the school year and another opening is created, the opening will be posted pursuant to Section 1. If the new vacancy occurs during the summer, the notifications under Section 2 apply.

SECTION 5

Any paraprofessional whose position is eliminated shall whenever practicable be advised of said position elimination so that he/she may have an opportunity to express interest in the posted vacancies.

SECTION 6

It is the intent of the District to provide as much advance notice as possible regarding paraprofessional placement prior to the start of the school year. To this end, the District will strive to notify paraprofessionals of their next year's placement prior to the end of the school year.

SECTION 7

Educational Therapy Assistants will be appointed by mutual agreement between the School System and Unit E employee. No Unit E employee can be involuntarily assigned to an ETA position.

ARTICLE IX
JOB DESCRIPTIONS

All paraprofessionals will be given copies of their job descriptions and copies of their job descriptions will be on file in their building principal's office.

ARTICLE X
SENIORITY

Seniority is the length of continuous service at a job covered by the bargaining unit, within the South Hadley School System. Seniority shall begin on the date of permanent employment and shall not extend to temporary employees who are hired to complete a certain job, or for a pre-determined time period. However, should a temporary employee's period of temporary service be immediately followed by a permanent bargaining unit position, the temporary period of service will be added to the seniority of the unit member. Time spent on leaves covered by this Agreement will count as continuous service.

Unit E seniority for ETA's will begin on September 1, 2011 except for ETA's who took leave from Unit E to assume an ETA position. They will maintain their Unit E seniority.

A list, specifying the seniority of each member of the bargaining unit, shall be prepared by the Committee and made available to each member of the bargaining unit by December 1 of each year.

Disagreements over the seniority list shall be brought to the attention of the administration within thirty (30) days and will be subject to the grievance process. Individuals who fail to comply with this time frame will waive their rights under this provision and the seniority list becomes official as of the date of that posting. Henceforth, any new challenges to the seniority list will be confined to the time that has elapsed between official postings.

ARTICLE XI
REDUCTION IN STAFF

SECTION 1

In the event of the necessity of reducing the number of employees in a position covered by this contract, the least senior employee in that position will be laid off first, provided, however, the employee retained possesses the necessary ability and qualifications to perform the available work.

SECTION 2

Individuals laid off will have, from the effective date of layoff, a two (2) year right of recall for any openings within this bargaining unit. The effective date of the layoff will be defined as the first employee work day that the laid off employee would have normally been scheduled to work but for the layoff action or the first day for which the laid off employee receives unemployment compensation, whichever occurs sooner. The Superintendent will notify the laid off individuals within the recall period, by certified mail, of all openings for which they are qualified. Former paraprofessionals shall be given credit for all full-time prior service with the South Hadley Schools, providing they return to work within the recall period.

SECTION 3

All benefits to which a paraprofessional was entitled at the time of layoff shall be restored in full upon re-employment within the recall period.

SECTION 4

Laid off employees may continue group health and life insurance coverage during the recall period, by contributing 100% of the premium cost and provided the plan in force permits.

SECTION 5

Recall will be in inverse order of layoff. The last reduced in force will be the first rehired, provided the individual possesses the necessary ability and qualifications to perform the available work.

SECTION 6

Any declination of a job offered under this Article will terminate the employment of the individual and satisfy the School Committee's obligation under this Article, unless the employee is not qualified for or not physically capable to perform the job.

SECTION 7

The employee shall, within fourteen (14) calendar days after receipt of notice of recall by certified mail and return receipt requested, file acceptance through return of a signed slip provided by the Employer of their intention to return or not to return by certified mail and return receipt requested. If such acceptance is not received by the Superintendent's Office at the end of fourteen (14) calendar days, it shall be considered a declination on the part of the employee, unless there are unusual extenuating circumstances approved by the Superintendent.

SECTION 8

In the case of layoff or recall when two (2) or more employees have the same seniority and possess the necessary ability and qualifications to perform the available work, the employee(s) selected for layoff or recall will be determined by drawing names from a container. The employee to be retained or to be recalled will be the first name drawn.

SECTION 9

Educational Therapy Assistants, based on their specialized training, are able to bump Paraprofessionals with less Unit E seniority. However, a Paraprofessional cannot bump an Educational Therapy Assistant for purposes of a layoff according to Article X, except if the Paraprofessional has ETA training and/or expertise necessary for the specific job assignment he/she is bumping into.

SECTION 10

Student volunteers will not be utilized for the purpose of effecting a layoff of employees covered by this Agreement.

ARTICLE XII
EMERGENCY SCHOOL CLOSINGS

Whenever school's opening is delayed, the paraprofessional will be paid for his/her normally scheduled work hours, provided he/she reports on time for the delayed opening. Whenever school is dismissed early for inclement weather or other emergency, the paraprofessional will be paid for his/her normally scheduled work hours.

ARTICLE XIII
INSURANCE

SECTION 1: Medical Insurance

The Committee will make available Blue Cross with Master Medical and Blue Shield or equivalent coverage for all eligible employees and their eligible dependents.

The Employer will pay sixty percent (60%) of the cost of said plan, with the employee bearing the remaining cost.

SECTION 2: Life Insurance

All employees regularly scheduled to work twenty (20) or more hours per week shall be eligible to participate in group life insurance programs sponsored by the Town of South Hadley.

**ARTICLE XIV
AGENCY FEE AND DEDUCTION OF DUES**

SECTION 1

The School Committee agrees to deduct Association dues for members of the Association in the same manner and following the same procedure in use with Unit A of the South Hadley Education Association. The Association agrees to and does hereby indemnify, defend and hold harmless the School Committee from and against any and all claims, demands, liabilities, suits, or any other form of action arising from or relating to any action taken by the School Committee in reliance upon information furnished by the Association to the School Committee for the purpose of complying with any of the provisions of this Article.

SECTION 2

The Committee agrees to require during the term of this Agreement as a condition of continued employment that every employee covered by this Agreement and regularly scheduled to work twenty (20) or more hours per week, except those employees who are certified to the Committee by the Association as being members of the Association, as of the thirtieth (30th) day of such employment or the thirtieth (30th) day after the effective date of this agreement provision, whichever is later, pay to the South Hadley Education Association an agency service fee or authorize, in accordance with General Laws Chapter 150E, Section 12, the payroll deduction in equal installments of an agency service fee which shall be commensurate with the cost of collective bargaining and contract administration and which amount shall be certified annually to the Committee by the Association. The Committee further agrees to certify to the municipal treasurer the amount of such agency service fee, the employee authorization of the deduction of the same in accordance with General Laws Chapter 180 Section 17G. The Association agrees that the sole and exclusive remedy for non-payment of such fees shall be for the Association to proceed to court for collection of the fee from the non-paying employee member; the Employer shall not be sued as a party to such litigation. The Employer shall be indemnified by SHEA from any and all costs and obligations arising out of SHEA's enforcement of this Article.

SECTION 3

It is specifically understood and agreed that the Town of South Hadley, the South Hadley School Committee and its Officers and Agents shall be saved harmless for such deductions under those circumstances as provided by General Laws Chapter 180, Section 17G. For purposes of this clause the term harmless is defined as, "any monies once transmitted by the Town of South Hadley, the South Hadley School Committee and its Officers and Agents to the South Hadley Education Association; the Town of South Hadley, the South Hadley School Committee and its Officers and Agents are no longer responsible for same."

ARTICLE XV RETIREMENT

In accordance with eligibility requirements of the retirement system, Paraprofessionals will continue to be entitled to participate in the Town's (County) retirement program.

ARTICLE XVI LEAVES OF ABSENCE

A. Sick Leave:

- (1) Sick leave days are, essentially, a form of insurance protection for the employees and are an inchoate right to compensation that does not vest in an employee until he/she has a bona fide sickness, preventing him/her from reporting for and performing his/her duties. For all paid leave time, the employee will be paid for the hours he/she was scheduled to work. The Employer, upon request, will be furnished with proper medical certification when an employee is receiving sick leave pay, and the Employer feels certification to be warranted. Regular, part-time employees shall be credited with sick leave in proportion to the ratio of the employee's normal work schedule to that of a full-time employee. An employee will be entitled to personal sick leave earned at the rate of one and one-half (1 ½) days per month. Sick leave may accumulate up to a maximum of 184 days.
- (2) Illness shall also include illness of spouse and dependent children and dependent parents, but in no event will the School Committee pay more than five (5) days of sick leave in any one (1) year under this section.
- (3) On October 15 of each school year, the amount of accumulated sick leave time will be provided to individual employees. Disagreements over the number of sick days an employee has accumulated shall be brought to the attention of the administration within thirty (30) days and will be subject to

the grievance process. Individuals who fail to comply with this time frame will waive their rights under this provision and the reported total becomes official as of the date of that posting. Henceforth, any new challenges to the amount of accumulated sick leave will be confined to the time that has elapsed between official postings.

- (4) An employee with twenty (20) or more years of continuous full time service to the South Hadley School System may notify the Superintendent of his/her intention to retire, and, if he/she so notifies the Superintendent in writing by December 1st of the prior year, unless the retirement is due to sickness or disability is entitled to a one time severance payment upon retirement as follows: five individuals are grandfathered under the prior contract provisions for the severance payments (provided they keep the 100 day accumulation at the time the benefit is received). The individuals are: 1. Paul Forester; 2. Lisa Crotty; 3. Theresa Ichihara; 4. Cindy Fleming; 5. Nancy Romeo.

Employees with 20 or more years of service will receive \$1,500; Employees with 15 or more years of service will receive \$1,000. To access this benefit the employee must have a present accumulation of at least 100 days at the time the benefit is received. The severance payment is eliminated, and there is no buy back for employees hired after July 1, 2014. Said severance payment will not be considered regular earnings for purposes of statutory retirement contributions of benefits to be received under any statutory retirement program. To be eligible for this severance payment, the employee must have accumulated at least 100 days of sick leave at the time the written notice is served on the Superintendent.

B. Worker's Compensation:

Employees having sick leave credit, who are injured on the job and receiving Worker's Compensation, shall, upon request, be granted such sick leave allowance payment as well, when added to the amount of Worker's Compensation, result in the payment to them of their full salary in accordance with the provisions of Chapter 152 of the General Laws.

C. Bereavement:

Five (5) consecutive school days leave shall be granted without loss of pay or deduction from sick leave, immediately following the day of death on each occasion of death in the family including spouse, parent, child, brother or sister or any other person residing within the household of the teacher.

Three (3) consecutive school days leave shall be granted without loss of pay or deduction from sick leave, immediately following the day of death, on each occasion of death in the family, including, grandchild, grandparent or in-law.

One day leave shall be granted in the case of the death of the following relations of the employee: aunt, uncle, nephew or niece.

D. Temporary Leaves of Absences:

1. An employee, ordinarily, may receive a leave of absence without pay, for a period not to exceed twelve (12) months for valid reasons, excluding gainful employment, upon application to and approval by the Superintendent of Schools. This will include unpaid leave to further a paraprofessional's education. This application must be made a reasonable length of time in advance. One (1) extension, not to exceed thirty (30) days, will be granted if, in the opinion of the Superintendent of Schools, unusual circumstances warrant it, or if it is mutually advantageous to the School Department and the employee.
2. Employees who volunteer for and are offered a full time position as a Therapeutic Assistant shall have the right to up to a three year leave of absence to take such assignment. The employee may return to the bargaining unit at the start of a school year during the three year period, but not thereafter. In the event the employee is returned to the bargaining unit during the school year, the Committee agrees not to layoff his/her replacement. A decision by the Employer to remove the employee from the position shall not be subject to the grievance procedure, but a decision to deny the employee rights to return to the bargaining unit shall be subject to the grievance and arbitration procedure under this Agreement.

E. Parental Leave:

A parental leave will be granted an employee in accordance with the provision of Chapter 149, Section 105D of the Massachusetts General Laws. An employee may request, and the Superintendent may grant, a leave of absence for a period not to exceed six (6) months, and this period may be extended if, in the opinion of the Superintendent, circumstances warrant it, and it is mutually advantageous to the School Department and the employee.

F. Professional Conferences:

Upon approval of the School Committee, two (2) employees designated by the Association shall be granted up to two (2) days in a school year with pay to attend the annual ESP Conference and the annual meeting of the Massachusetts Teachers Association. The Association shall notify the School Committee at least ten (10) days in advance of such meeting. Such time off shall not be charged against sick leave or vacation pay. Tuition/registration cost for the meeting will be paid by the School Committee.

G. Court Leave:

Employees who are called for jury duty or are summoned on behalf of the School Committee, shall be granted court leave with pay. If the jury fees or witness fees exclusive of travel allowances, amount to less than the employee's regular rate of compensation, he/she will be paid by the School Committee an amount equal to the difference between them. Evidence of service and compensation shall be filed with the Superintendent. Payments for jury duty leave other than that required by or in behalf of the School Committee shall be limited to thirty (30) working days during the calendar year. The start of jury leave shall not be used as a COBRA qualifying date.

When an employee has been granted court leave and is excused by the proper court authority, he/she shall report back to his/her official place of duty whenever the interruption in said service will permit four (4) or more consecutive hours of employment during the hours of his/her normal tour of duty. Court leave without pay will be granted when an employee is engaged in personal litigation having no connection with his/her position as an employee of the School Committee.

H. Personal Leave:

1. Subject to at least twenty-four (24) hours prior notice, unless in an emergency, and prior approval of the Superintendent, personal days will be granted for the following reasons: personal, legal or family matters. The Superintendent, in granting such request, will require assurance from the paraprofessional that this business cannot be handled at any other time than during school hours. Two (2) days per year for such matters will be available and such days will not be deducted from sick leave and are not cumulative.
2. Employees who desire to be paid for religious leave must first use available personal days for such purpose and, thereafter with ten (10) days notice, may use up to two (2) accrued sick days for such purpose.
3. The District will automatically buy back unused personal days for \$50.00 at the end of the school year. Employees who wish to carryover up to one (1) unused personal day to the next academic year may do so by giving notice to administration, in writing, of their intent to do so by June 15th of the calendar year.

Any employee who wishes to combine personal days must give at least one week of advance notice to administration for scheduling of a substitute.

I. Family and Medical Leave Act

Leaves under the provisions of this Agreement which are eligible for coverage under the Family and Medical Leave Act (FMLA) shall be regarded as both FMLA and contractual leave, and the more liberal provisions shall apply.

ARTICLE XVII
TRANSFERS AND VACANCIES

The Committee and the Association recognize that some transfers of paraprofessionals from one school to another are unavoidable. Therefore, they agree as follows:

- A. When a transfer of a paraprofessional is necessary, qualified volunteers will be transferred first.
- B. When involuntary transfers are necessary, a paraprofessional's length of service in the South Hadley School System will be considered to the extent that this consideration does not conflict with the instructional requirements and best interests of the School System.
- C. Whenever any involuntary transfer is made, a meeting will be held between the paraprofessional involved and the Superintendent or his/her designee at which time the paraprofessional will be notified of the reasons for the transfer. The paraprofessional will have the right to have an Association representative present at this meeting.
- D. A list of permanent vacant positions in other schools will be made available to all paraprofessionals being transferred. Consideration of an employee's ability, qualifications and length of service will be made before filling these vacancies to the extent that this consideration will not conflict with the instructional requirements and best interests of the School System.
- E. Notice of transfer will be given to paraprofessionals as soon as practicable.
- F. Paraprofessionals desiring a transfer will submit a written request to the Superintendent or his/her designee, stating the assignment desired. Such written requests must be submitted prior to April 1 of each school year in order to be considered for the next school year. Requests must be renewed each year.
- G. Before filling any permanent vacancy, transfer requests on file will be considered before filling the vacancy. When filling a vacancy, requests for transfer will be considered on the basis of ability, qualifications and length of service to the South Hadley School System.

ARTICLE XVIII
PERSONNEL FILE

Paraprofessionals will have the right, upon request to the Superintendent or his/her designee, to be granted an appointment to review the contents of his/her personnel file and have copies made excluding confidential recommendations rendered upon initial employment.

Paraprofessionals will be entitled to have a representative of the Association accompany him/her during such review.

Whenever material relative to a paraprofessional's conduct, service, character, or personality is placed in his/her personnel file the paraprofessional will have the right to submit a written comment on such material and his/her answer shall be reviewed by the Superintendent and attached to the file copy.

ARTICLE XIX
EVALUATION PROCEDURE

SECTION 1

All monitoring or observation of the work performance of a paraprofessional will be conducted openly and with the knowledge of the paraprofessional. Employees will be given a copy of any evaluation report prepared by their superiors and will have the right to discuss such report with their superiors.

SECTION 2

Any written complaints regarding any employee made to any member of the Administration by any parent, student, or other person will be called to the attention of the employee, within a reasonable period of time.

SECTION 3

No paraprofessional will be disciplined, reprimanded, reduced in rank or compensated without just cause.

SECTION 4

The performance of each member of this bargaining unit will be evaluated annually. The criteria, procedure and form to be used will be developed by the Superintendent of Schools. The Association will be advised of any contemplated changes in the evaluative criteria before said changes are implemented by the Superintendent.

ARTICLE XX
POSITION IN SUMMER SCHOOL

SECTION 1

All positions in summer programs calling for the service of a paraprofessional will be emailed to the employees and to the Association.

SECTION 2

In filling summer positions, consideration will be given to the paraprofessional's performance, attendance record and length of service in the South Hadley School System and where performance and attendance records are relatively equal, length of service shall prevail.

ARTICLE XXI
TUTORING SERVICES

1. The South Hadley Public Schools periodically has the need to provide tutoring services to students of all ages for a variety of medical and educational reasons.
2. When the tutoring services are required, the district wishes to maintain the flexibility of assigning paraprofessionals or ETAs to perform these duties.
3. When a paraprofessional or ETA is assigned a tutor a student or students outside of the borders of South Hadley, he or she will be paid mileage at the School Department rate.
4. Paraprofessionals and ETAs who are assigned tutoring responsibilities will be compensated an additional two dollars per hour added to their base hourly rate for the time tutoring.
5. The decision on placement will be made by the administration and may be reviewed as needed.

ARTICLE XXII
NON-DISCRIMINATION CLAUSE

The Committee, the Superintendent and Principals shall not unlawfully discharge or discriminate against any person with respect to promotion, assignment, or any other matter because of race, color, age, sex, gender identity, union membership or union activities, and all persons covered by the terms of this Agreement shall receive equal and full protection thereunder.

Neither the Committee, its agents nor any supervisory personnel shall discriminate against or discharge any employee because he or she has filed any grievance under this Agreement or instituted any proceeding under any State or Federal Statute relating to wages, hours, or conditions of employment.

ARTICLE XXIII **GENERAL**

SECTION 1

The Committee will provide each paraprofessional with a copy of the Agreement, with the parties sharing equally in the cost of reproduction.

SECTION 2

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be finally held to be contrary to state or federal law by a court of competent jurisdiction, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

SECTION 3

The Association will have the right to use school buildings for Association meetings without cost at reasonable times with the advance approval to the Principal.

SECTION 4

Paraprofessionals will not be required to transport students in their own cars.

ARTICLE XXIV **VOIDABLE WAIVER**

The waiver by either Party of any provisions or requirements to this Agreement shall not be deemed a waiver of such provisions or requirements for the future and shall not constitute a modification of this Agreement.

The withholding or failure by either Party to exercise its rights recognized or reserved by this Agreement shall not be deemed a waiver of said recognized or reserved rights or the right to exercise them in the future in a way that does not conflict with the specific terms of this Agreement.

ARTICLE XXV
ZIPPER CLAUSE

The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement, and, therefore, agree that negotiations will not be reopened on any item, whether contained herein or not, during the life of this Agreement, unless by mutual agreement of both Parties.

Except as may be agreed and signed between the Committee and the Union after the execution of this Agreement, neither the Union nor the Committee are bound by any side agreements or letters of understanding other than the Letter of Understanding attached to this Agreement.

ARTICLE XXVI
NEGOTIATION PROCEDURE

Prior to November 1 of the calendar year preceding the calendar year in which this Agreement expires, either Party may give written notice to the other that it desires to alter or modify this Agreement, and upon receipt of such written notice, the Parties agree to meet and confer for the purpose of negotiating a new Agreement.

ARTICLE XXVII
DURATION

This Agreement shall be in full force and effect from July 1, 2017 to June 30, 2020. Provided, however, if negotiations for a Successor Agreement are not completed by June 30, 2020, the provisions of this Agreement will remain in full force and effect until said Successor Agreement is executed.

ARTICLE XXVIII
PROBATIONARY PERIOD

The first year of an employee's employment will constitute a trial period during which no transfer, layoff, suspension, discipline or discharge shall be deemed a violation of this Agreement. This provision shall not affect seniority rights nor shall it affect eligibility for benefits under the contract.

ARTICLE XXIX
PROFESSIONAL DEVELOPMENT

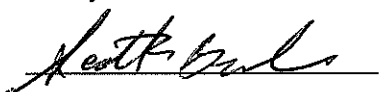
An employee may, upon written request to the Principal and Superintendent and approval therefrom, be granted leave to attend specific conferences, seminars or

workshops conducted for professional improvement. Such approval by the Principal and Superintendent will be based on the expected benefits to the South Hadley School System.

Professional development activities will be offered to unit members. The professional development activities will be determined by input given by both Unit E members and administration. A member of Unit E will be designated to participate in the district wide professional development committee.

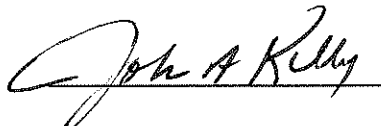
Additional professional development activities may be offered on a voluntary basis. Unit E members will be compensated at their daily rate (pro-rated for half-days), when participating in district held professional development activities.

IN WITNESS WHEREOF, the Parties hereto set their hands and seals as the day and year first above written.



South Hadley Education Association

Date 11/5/18



South Hadley School Committee

Date 11/5/18

, Unit E Negotiations Chair

Date _____

APPENDIX A

SALARY SCHEDULE

Effective July 1, 2017 to June 30, 2018 (1.5%)

STEP	HS	HQ	AA	BA
1	\$ 11.64	\$ 12.24	\$ 12.87	\$ 13.47
2	\$ 12.24	\$ 12.87	\$ 13.47	\$ 14.10
3		\$ 13.47	\$ 14.10	\$ 14.70
4		\$ 14.10	\$ 14.70	\$ 15.32
5		\$ 14.70	\$ 15.32	\$ 15.92
6		\$ 15.32	\$ 15.92	\$ 16.54
7		\$ 15.92	\$ 16.54	\$ 17.14
8		\$ 16.30	\$ 16.92	\$ 17.52
9		\$ 16.63	\$ 17.26	\$ 17.87
10		\$ 16.96	\$ 17.60	\$ 18.23
11		\$ 17.30	\$ 17.96	\$ 18.59

Educational Therapeutic Assistant and Reading Tutors \$19.38

Effective July 1, 2018 to June 30, 2019 (1.5%)

STEP	HS	HQ	AA	BA
1	\$ 11.81	\$ 12.42	\$ 13.06	\$ 13.67
2	\$ 12.42	\$ 13.06	\$ 13.67	\$ 14.31
3		\$ 13.67	\$ 14.31	\$ 14.92
4		\$ 14.31	\$ 14.92	\$ 15.55
5		\$ 14.92	\$ 15.55	\$ 16.16
6		\$ 15.55	\$ 16.16	\$ 16.79
7		\$ 16.16	\$ 16.79	\$ 17.40
8		\$ 16.54	\$ 17.17	\$ 17.78
9		\$ 16.88	\$ 17.52	\$ 18.14
10		\$ 17.21	\$ 17.86	\$ 18.50
11		\$ 17.56	\$ 18.23	\$ 18.87

Educational Therapeutic Assistant and Reading Tutors \$19.66

Effective July 1, 2019 to June 30, 2020 (2%)

STEP	HS	HQ	AA	BA
1	\$ 12.05	\$ 12.67	\$ 13.32	\$ 13.94
2	\$ 12.67	\$ 13.32	\$ 13.94	\$ 14.60
3		\$ 13.94	\$ 14.60	\$ 15.22
4		\$ 14.60	\$ 15.22	\$ 15.86
5		\$ 15.22	\$ 15.86	\$ 16.48
6		\$ 15.86	\$ 16.48	\$ 17.13
7		\$ 16.48	\$ 17.13	\$ 17.75
8		\$ 16.87	\$ 17.51	\$ 18.14
9		\$ 17.22	\$ 17.87	\$ 18.50
10		\$ 17.55	\$ 18.22	\$ 18.87
11		\$ 17.91	\$ 18.59	\$ 19.25

Educational Therapeutic Assistant and Reading Tutors \$20.04

*High School Diploma

**Highly Qualified Paraprofessional

***Associates Degree

****Bachelor's Degree or Higher

- (2) Step movement shall be based on full years of completed services as of June 30th of the prior contract year. Employees who have completed more than one-half year service shall be credited with a full year of service for purposes of step movement.

APPENDIX B
Off-site Programs for Paraprofessional/ETA

1. All parties acknowledge that the district currently supports special education programs requiring students to be out of the building during the school day. These programs are staffed by Unit E members.
2. Unit E members working with students in these programs will follow the calendar of the off-site program for the purpose of time off. An example would be in lieu of the district's February and April vacations, if the program does not have the break, the assigned Unit E member will take the break of the program their assigned student attends as a vacation. There will be an equal swap for time off taken at mutually agreed upon date(s). Replacement days cannot be carried over to the next year. If the off-site program year ends before the district calendar year the paraprofessional will continue to report to the school they were assigned to and finish that calendar year.
3. The district agrees to cover the cost of the mileage, at the school department rate, for the Unit E member to drive their personal vehicle to and from the school (as the school will be their assigned work site) and to and from various assigned job sites and to the school except when the supervisor approves an alternate arrangement (such as allowing the Unit E member to return home from the job site as it would be closer for the individual than returning to the school). The district agrees to hold Unit E members harmless for transporting students when necessary in their personal vehicles.
4. Unit E members will be assigned to these student programs positions using the following agreed upon approach:

Step One: The district will seek appropriate qualified volunteers from the student's school.

Step Two: If there are insufficient qualified volunteers from the student's school the district will assign appropriately qualified Unit E members from the student's school to the program on a seniority basis with the least senior member being assigned first.
5. Before the beginning of the academic year, Unit E members new to the off-site program, including new substitutes, shall receive a minimum of two days training per year. The training will cover the specific needs of the student and the procedures of the off-site program. Substitutes training will consist of one day for orientation to the program and one day for shadowing assigned Unit E member and the student.
6. Should any situation occur which deviates from a student's normal schedule, (early closings, inclement weather, emergency evacuations, etc.) the Unit E member shall contact the Special Education Director, or designee, to determine an appropriate course of action.