

**AGREEMENT**

**BETWEEN**

**THE WEYMOUTH EDUCATORS' ASSOCIATION**

**(UNIT D - PARAPROFESSIONALS)**

**AND**

**THE WEYMOUTH SCHOOL COMMITTEE**

**AGREEMENT**

**9/1/2017 – 8/31/2020**

## **TABLE OF CONTENTS**

ARTICLE I	RECOGNITION CLAUSE	1
ARTICLE II	COMMITTEE'S RIGHTS CLAUSE	1
ARTICLE III	GRIEVANCE PROCEDURE	1
ARTICLE IV	WORK DAY AND WORK YEAR	3
ARTICLE V	DUES DEDUCTION	4
ARTICLE VI	VACANCIES AND TRANSFERS	5
ARTICLE VII	LEAVES OF ABSENCE	5
ARTICLE VIII	SICK LEAVE	8
ARTICLE IX	EVALUATION	9
ARTICLE X	GENERAL	10
ARTICLE XI	WAGES	11
ARTICLE XII	REDUCTION IN FORCE	12
ARTICLE XIII	SENIORITY	13
ARTICLE XIV	SUBSTITUTE PAY	14
ARTICLE XV	LONGEVITY	14
ARTICLE XVI	PROFESSIONAL DEVELOPMENT	15
ARTICLE XVII	PROBATIONARY PERIODS	15
ARTICLE XVIII	WORKSHOPS AND CONFERENCES	15
ARTICLE XIX	DURATION	16
APPENDIX A	PARAPROFESSIONAL EVALUATION	17

**ARTICLE I**  
**RECOGNITION CLAUSE**

The Committee recognizes the Association as the exclusive bargaining agent for those employees in classifications set for the MCR-2427. Also included are the Library Assistants, Certified Nursing Assistants (CNA) and Applied Behavior Analysis (ABA) Assistants. Those employees shall hereafter be known as "Paraprofessionals".

**ARTICLE II**  
**COMMITTEE'S RIGHTS CLAUSE**

The Committee is a public body established under and with powers provided by the statutes of the Commonwealth of Massachusetts and nothing in this Agreement shall be deemed to derogate from the powers and responsibilities of the Committee under said statutes of the Commonwealth or the rules and regulations of agencies of the Commonwealth.

The Committee retains those rights, powers and duties it now has may be granted or have conferred upon it by law unless modified or changed by a specific written provision of this Agreement.

An arbitrator (or Board of Arbitration) shall have no power to render a decision, nor substitute its judgment for that of the Committee in those areas reserved for the discretion of the Committee by this Agreement, and said arbitrator (or Board of Arbitration) shall have power to render a decision only on an interpretation or application of one of the specifically expressed provisions of this Agreement.

**ARTICLE III**  
**GRIEVANCE PROCEDURE**

A.     **DEFINITION:**         For the purpose of this Agreement, a grievance will be defined as a dispute between a member of the bargaining unit covered by this Agreement or the Association and the Committee over the interpretation, meaning, or application of the provisions of this Agreement or any alleged inequitable or discriminatory treatment of a Paraprofessional under the provisions of this Agreement.

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

1.     **Level One** - An employee covered by this Agreement who has a grievance shall discuss it with his/her immediate superior either personally or through Association representation within fifteen (15) work days from the date on which the incident giving rise to the grievance has occurred or when the employee should have known of such incident.



2. Level Two - If the grievant is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within ten (10) work days after presentation of the grievance, said grievant and /or the Association may within ten (10) work days appeal to the Superintendent of Schools or his designee. Such appeal shall be in writing setting forth the details of the grievance, the applicable provisions of this Agreement, and the decision, if any, rendered in Level One. Within ten (10) work days after submission of the written appeal to the Superintendent, or his designee, by the grievant and/or the Association, the Superintendent, or his designee, shall confer with the grievant. If the grievant is not represented by the Association, the Superintendent, or his designee, shall advise the representatives of the Association that an appeal has been made and the date and time of the conference. The Superintendent will make available the written appeal to the Association representative. The Association representative shall, at the Association's request, be present at the conference to state the views of the Association. The Superintendent shall notify, in writing, both the grievant and the Association of the grievance decision within ten (10) work days after the conference between the grievant and the Superintendent.

3. Level Three - If the grievant is not satisfied with the decision of the Superintendent, or his designee, or if no written decision has been rendered within ten (10) work days next following said conference, the aggrieved Paraprofessional and/or the Association may within ten (10) work days thereafter file a written appeal to the Committee setting forth therein the details of the grievance, the applicable provisions of the Agreement, and the decision, if any, rendered under Level Two. Within ten (10) work days or at the next Committee meeting, but in no event later than fifteen (15) work days after the submission of the written appeal, the Committee shall meet with the grievant and/or his representatives of the Association in an effort to settle the grievance.

The Committee shall, within ten (10) work days after the conclusion of said meeting advise the grievant and /or the Association, in writing, of its decision.

(During July and August, the Committee shall meet in response to the the written appeal, within twenty (20) business days of the submission of the written appeal.)

4. Level Four - If the Association is not satisfied with the disposition of the grievance at level three or if no written decision has been rendered within ten (10) work days after said meeting with the Committee, the Association may within twenty (20) work days submit the grievance to arbitration, as hereafter provided:

5. Arbitration

a. Within ten (10) work days after receipt of the submission to arbitration, the Committee and the Association will agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain a commitment within the specified period of time, the Committee and the Association will select an arbitrator based upon the principles found in Rule 12 of the American Arbitration

Association. The Parties shall determine by lot which of the parties shall strike the first name on the list received and the name remaining after each had eliminated two (2) shall be the arbitrator.

b. The arbitrator selected shall confer with the representatives of the Committee and the Association and hold hearings promptly. Further, the arbitrator will render his award and the reasons therefore, in writing, not later than thirty (30) days from the close of the hearing, or if an oral hearing has been waived, then from the date the final statement and briefs are submitted to him.

c. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement or which exceeds the submission of the grievance to him. The decision of the arbitrator will be final and binding on all the parties to the arbitration.

d. The cost for the services of the arbitrator, including per diem expenses, if any, actual and necessary travel expenses and subsistence expenses will be borne equally by the Committee and the Association.

#### **ARTICLE IV** **WORK DAY AND WORK YEAR**

1. The work year for members of the bargaining unit shall commence no earlier than September 1 and terminate no later than June 30. The number of paid work days in the work year shall be one hundred and eighty-two (182) days which shall include the day before school starts for students as a mandatory work day.

2. Members of the bargaining unit covered by this Agreement will be notified in writing by June 1, each year, if they are to be rehired and to the number of hours required for their position for the following school year based upon their assignments as set forth below.

Full-time hours shall be:

High School Paraprofessionals will work 7 hours per day

Middle School Paraprofessionals will work 6.5 hours per day

Primary School Paraprofessionals will work 6 hours per day

*Effective August 31, 2018:*

Primary School Paraprofessionals will work 6.25 hours per day, unless the specific position does not require 6.25 hours, as determined by the District. No full-time Primary School Paraprofessional will work less than 6 hours per day.

3. Members shall be paid for all hours worked, whether less or more than the normal work hours as specified in section 2 (above). Subject to the approval of the building principal, members may be asked to perform other work that falls outside of the normal work hours, paraprofessional training or other unique circumstances. During shortened school days, members who wish to leave before the end of the regular work day must request in writing to the



building principal if they wish to leave early and indicate if that time is to be unpaid or paid through the use of personal time.

4. Each member who works at least four (4) hours in any day shall be entitled to a fifteen (15) minute duty free paid break. Each member who works at least six (6) or more hours in any day shall be entitled to a twenty-five (25) minute duty-free paid break within the six (6) or more hours.

## **ARTICLE V** **DUES DEDUCTION**

A. The Committee agrees to deduct from the salaries of its employees, dues for the Weymouth Educators' Association, the Massachusetts Teachers Association and the National Education and to transmit the monies promptly to the Association. There shall be twenty-one (21) substantially equal payments commencing in September. Thirty (30) days prior to the first deduction, the Association will provide the Committee with a list of those employees who have voluntarily authorized the Committee to deduct dues for the organizations listed above. Employee authorization shall be in writing in the form set.

### **DUES AUTHORIZATION CARD**

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

I hereby request and authorize the Weymouth School Committee to deduct from my earnings and transmit to the Weymouth Educators' Association, the Massachusetts Teachers Association, and the National Education dues in the amount sufficient to provide for the regular payment of the membership dues certified by such Association in twenty-one (21) equal payments prior to June 30. I understood that the Committee will discontinue such deductions for any school year only if I notify the Committee in writing to do so not later than sixty (60) days prior to the commencement of the school year. I hereby waive all rights and claim for said monies so deducted and transmitted in accordance with this authorization, and relieve the School Committee and its officers from any liability therefore.

B. Each of the Associations named in Section A. will notify and certify to the Committee in writing the current rate of its membership dues. Any Association which will change the rate of its membership dues will give the Committee thirty (30) days written notice prior to the effective date of such change.

Dues deduction must be authorized by October 1. Paraprofessionals authorizing deductions after September 1 will begin payroll deductions on the second check of October. The first three payments will be made to the Association directly by the individual paraprofessional; the remaining payments will be deducted.

C. The Committee agrees to require as a condition of employment that all Paraprofessionals hired after September 1, 1995, except those Paraprofessionals certified to the Committee by the

Association as members, pay annually to the Association as of the thirtieth (30th) day of employment, the thirtieth (30th) day subsequent to the effective date of this Agreement, or the thirtieth (30th) day subsequent to the execution of this Agreement, whichever is later, an agency service fee which shall be in the amount to ninety percent (90%) of the total membership dues of the Association, said dues being equal to the total membership dues in the Weymouth Educators' Association (Unit D) and its affiliated and which amount shall be certified to the Committee by the Association. Those hired prior to September 1, 1995 shall not be obligated to pay the agency service fee unless they agree to do so within thirty (30) days subsequent to the execution of this Agreement or they were certified by the Association as members as of September 1995.

D. The Association agrees to give to employees, who are required to pay said agency fee and who have failed to pay said amount to the Association or authorize deduction within the required period, notice of thirty (30) days before seeking termination of their employment.

## **ARTICLE VI**

### **VACANCIES AND TRANSFERS**

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

Notification of all vacancies shall be both sent to the Association and be posted on the designated school district website for a minimum of five (5) consecutive business days prior to the position being filled. Duties, hours, and location of the position will be set forth.

Unit D member(s) may request a voluntary transfer to any vacant position. The request will be in writing and submitted to the Superintendent of Schools prior to April 15.

Involuntary transfers from one building to another will be determined by the building principal and the Superintendent. The best interests of the student and school system will be used to determine which member is to be transferred. The best interests of the Unit D member will be considered as well.

## **ARTICLE VII**

### **LEAVES OF ABSENCE**

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

1. Five days leave will be granted without loss of pay because of death in the immediate family. Immediate family will include: mother, father foster parent, brother, sister stepbrother, stepsister, husband, wife, child, foster child, father-in-law, mother-in-law, domestic partner or grandchild. The parties agree that in the event that the School Committee amends its policy regarding bereavement leave, including the definition of "immediate family" this Agreement will be reopened for the limited purpose of negotiating about such change in policy.



2. Three days leave will be granted without loss of pay because of death of an employee's brother-in-law, sister-in-law, son-in-law and daughter-in-law.
3. One day leave of absence will be granted without loss of pay for the funeral of the employee's grandparents, own uncle, own aunt, niece or nephew.
4. Two day's leave of absence will be granted by the Principal without loss of pay upon certification of the Paraprofessional requesting such leave that personal business, which cannot reasonably be conducted when school is not in session, necessitates absence. This certification will be countersigned by the immediate superior and forwarded to the Superintendent's office. The first personal leave day will be granted without any requirement on the part of the paraprofessional to give a reason for taking said day. The Paraprofessional must submit, in writing, the reason for the second personal day. However, the Superintendent may grant additional days of personal leave upon specific request. These days cannot be carried over to the next school year.

Requests should not be made for absences on days preceding or following school vacations. All paraprofessionals should be at work on these days unless ill or absent because of a death in the family, or for personal business, the purpose of which has been stated to the Superintendent and which (s)he deems impossible to conduct at another time. For the purposes of this Article, school vacations shall mean the Thanksgiving, Winter, February and Spring school vacation periods.

5. While on jury duty, a Paraprofessional shall continue to receive his/her regular salary and compensation, if any, for said jury duty.
6. Paraprofessionals will be permitted to be absent from their assignments, with pay, for the purpose of observing a religious holy day which occurs while school is in session. Paraprofessionals shall notify their building principal in writing seventy-two (72) hours in advance of the religious holy day.
7. Maternity (Child Bearing) Leave consistent with the Massachusetts Maternity Leave Act (MMLA) M.G.L. c 149§ 105D and, if an employee qualifies, the Family Medical Leave Act (FMLA) 29 USC c 28.
8. Child Rearing Leave: Paraprofessionals with at least three (3) years of service may, with at least ninety (90) days written notice to the Superintendent of Schools, take up to one (1) year leave of absence without pay for child rearing. The paraprofessional may return only in September of the following school year and must inform the Superintendent of Schools of his/her intention to return in September, in writing, no later than May 1<sup>st</sup> of the year in which the leave is taken. Failure to provide written notice of intent to return by May 1<sup>st</sup> will constitute a resignation by the paraprofessional.

Employees covered by this Agreement may use up to 10 accumulated sick leave days for the purposes of adopting a child.



## Sick Leave Bank:

### I. Purpose:

The Weymouth Unit D Sick Leave Bank will enable all members of the unit who voluntarily participate in accordance with the provisions herein and whose accumulated sick leave is exhausted due to prolonged illness, to access additional sick leave. The Sick Leave Bank is designed for use for prolonged illness.

### II. General Provisions:

1. The Sick Leave Bank will be used only when the unit employee is prevented from working because of sickness or injury and when this disability is of a prolonged nature; that is ten (10) consecutive working days or more.
2. No eligible employee shall be entitled to receive any more than three (3) times the number of sick leave days allotted to her/him on the first day of the work year for use for a long-term illness for which days from the Sick Bank are requested.
3. A doctor's certificate shall be required for benefits under the Sick Leave Bank. Any reapplication or extension of benefits from the Sick Leave Bank will require updated medical certification from a physician.
4. The Sick Leave Bank will cover prolonged illness, but only after the applicant's accumulated sick days are exhausted.
5. The plan will end on the last day of the employee's work year in which the prolonged illness began.
6. Consideration will be given for a relapse of the same illness or for a second prolonged illness in the same work year. The eligible applicant may be eligible for up to three (3) times the sick days allotted to her/him on the first day of school for such reconsideration of the same illness or a second prolonged illness within the same contract year.

### III. Membership:

1. All employees will be members of the Sick Leave Bank. Membership is continuous. No member shall be allowed to opt out of the Sick Leave Bank.
2. All members will contribute one day annually. Employees hired after the beginning of the work year shall have a day deducted at that time. No additional days will be contributed by members until the number of days available in the Sick Leave Bank falls below one hundred and fifty (150) days; at such time, another day will be deducted from all members. No more than two (2) days shall be contributed by members of the Sick Leave Bank in any one work year. A

member with no sick day to contribute may borrow a day from their next annual allotment.

3. All days held in the Sick Leave Bank shall be carried over from one year to the next. At no time will the total number of days in the Sick Leave Bank exceed 1,500.
4. Any balance of days not used by a recipient of the Sick Leave Bank shall be returned to the Sick Leave Bank.
5. Sick Leave Bank days are to be used for personal illness and injury and not for the care of a sick or injured family member.

#### IV. Administration:

The Sick Leave Bank will be jointly administered by a committee of four (4); two members representing the Association and two (2) members representing the School Committee. The Superintendent will be the non-voting secretary. All requests for use of the sick Bank days shall be directed to this committee which is to be named the Sick Bank Committee. The provisions of the Sick Bank are not subject to grievance or arbitration procedures, nor will the final decisions of the Sick Bank Committee be subject to grievance or arbitration procedures. Only those employees who voluntarily join the Sick Bank and contribute to the Bank shall be eligible for its benefits.

### ARTICLE VIII SICK LEAVE

Members shall be entitled to sick leave days during the work year according to the following:

<u>Work Years</u>	<u>Sick Days</u>
1-2 years	8
3-5 years	12
6+ years	15

Unused sick leave may be accumulated to a maximum of one hundred fifteen (115) days. Employees who have reached the maximum number of accumulated sick days will be granted fifteen (15) non-accumulative sick days for use during the school year.

Employees are permitted to use up to five (5) days each year from their accumulated sick leave for the purpose of caring for an ill member of the employee's immediate family. Immediate family for family illness days will include domestic partner.

Paraprofessionals whose work assignment requires that they work less than full time or less than a full week shall have their sick leave days prorated accordingly. For example, a paraprofessional who works four full days per week shall receive  $\frac{4}{5}$ <sup>th</sup> the number of full sick days as detailed in the table above. A paraprofessional who works five  $\frac{1}{2}$  days per week shall



receive 8, 12, or 15 half sick days as detailed in the table above based on the number of hours worked per day.

After three (3) consecutive sick days, employees may be required to submit a doctor's note to substantiate the illness. The decision to require a doctor's note will not be subject to the grievance procedure set forth in this Agreement.

Paraprofessionals who use a sick day or a family illness day the day before or after a holiday/vacation week must provide a doctor's note to be paid for said sick day.

Each employee covered by this Agreement will receive a report of the amount of sick time available on his/her pay stub.

Upon death while actively employed by the Weymouth Public Schools or upon resignation for the purpose of retirement from the Weymouth Public Schools a member is entitled to fifteen dollars (\$15) per accumulated sick day up to a maximum of \$1,500. This provision applies only to members employed by the Weymouth Public Schools for a minimum of twenty (20) years.

#### **ARTICLE IX** **EVALUATION**

1. All monitoring of observation of the work performance of a Paraprofessional will be conducted openly and with the full knowledge of the Paraprofessional
2. The use of the public address system, video or any other audio system shall be strictly prohibited as an evaluation device.
3. One designated evaluator will evaluate each Paraprofessional. By October 15 of each school year, the Paraprofessional shall be told who the evaluator will be. If it is necessary to change the evaluator during the course of the school year, the employee shall be promptly notified of said change.
4. Paraprofessionals will be given a copy of any formal evaluation report prepared by their evaluator in a sealed envelope and will have the right to schedule a private meeting, time and place to be agreeable to both parties, to discuss the report.
5. The evaluation instrument is attached as Appendix A. Two evaluations are to be completed each school year. A mid-year (Formative) evaluation shall be completed by February 1. The final (Summative) evaluation shall be completed no later than June 1 of the school year.
6. Upon written request given 24 hours in advance, the Superintendent of Schools will make available the personnel file of a Paraprofessional to said Paraprofessional and he/she will be permitted to make copies of said personnel file.
7. No Paraprofessional will be disciplined or discharged during the work year without just cause.

8. Any material which is placed in an employee's file and is of a derogatory nature, a copy shall be provided to the employee. The employee shall acknowledge that he/she has reviewed such material by signing his/her name to the copy to be filed in his/her personnel file. The employee's signature shall only indicate that she/he has received the material. The employee shall also have the right to submit a written response to such material, which will be attached to the copy placed in her/his file.
9. Any complaint lodged against an employee shall be brought to the attention of said employee. All anonymous complaints shall be disregarded, except those which are criminal in nature.

## ARTICLE X GENERAL

1. Each Paraprofessional who is an "employee" as defined in M.G.L. CH. 32 B s. 2 shall be eligible for all of the benefits of the group health and life insurance program offered by the Town of Weymouth.
2. Each Paraprofessional shall be eligible for membership in the retirement system of the Town of Weymouth.
3. There will be no reprisals of any kind taken against any Paraprofessional by reason of his/her membership in the Association or participation in its activities.
4. If negotiation or grievance meetings between the Committee and the Association are scheduled during the school day, the representatives of the Association will be relieved from all regular duties without loss of pay as necessary in order to permit their participation in such meetings.
5. The Committee will, upon request, provide the Association with any available information which is neither confidential nor privileged under law, which may be necessary for the Association to process grievances under this Agreement.
6. The parties agree that in the event that the School Committee and the WEA, Unit A negotiate language concerning a safe, healthy and respectful workplace, this Agreement will be reopened for the limited purpose of negotiating a comparable provision to apply to members covered by this WEA Unit D collective bargaining agreement.
7. Effective with the 2017-18 work year, ABA members currently employed by the Weymouth Public Schools during the 2016-17 work year will receive benefits based upon provisions contained in this collective bargaining agreement. Said ABA employees maintain all prior accumulated sick leave up to 115 days. They also maintain their prior step on the ABA Wage Schedule, their prior years of service toward annual allotment of sick leave, paraprofessional longevity, sick leave buy-back, and placement on the WEA Paraprofessional Seniority list. ABAs newly hired for the 2017-18 school year and after will follow the paraprofessional benefits outlined in the CBA.



8. Should any paraprofessional, ABA or CNA position be eliminated through a Reduction in Force, the affected member has bumping rights into any position covered by this agreement, provided the affected employee has the proper credentials required by the position.

**ARTICLE XI**  
**WAGES**

Paraprofessional Wage Schedule			
Step	17-18 <i>Plus 40 cents</i>	18-19 <i>Plus 40 cents</i>	19-20 <i>Plus 40 cents</i>
1	\$12.78	\$13.18	\$13.58
2	\$13.16	\$13.56	\$13.96
3	\$13.54	\$13.94	\$14.34
4	\$13.94	\$14.34	\$14.74
5	\$14.82	\$15.22	\$15.62
6	\$15.20	\$15.60	\$16.00
7	\$15.55	\$15.95	\$16.35
8	\$15.90	\$16.30	\$16.70
15 years of service & beyond			\$17.10

Should it be determined by the Administrator of Special Education and/or the Coordinator of Health Services that the specific needs of a student require a paraprofessional with certification as a CNA, a member with such certification shall be assigned or hired and shall receive a pay differential of one dollar (\$1.00) per hour above their normal step on the Paraprofessional Wage Schedule. The paraprofessional must provide a copy of and maintain the CNA certificate.

Should it be determined by the Administrator of Special Education and/or the Coordinator of Health Services that, once assigned, additional training beyond that of CNA certification is required, the district will provide any such training at no cost to the employee.

In circumstances where any paraprofessional, including a CNA, is assigned to a student whose needs require the employee to regularly assist with toileting, feeding, special medical equipment, or any similar task, it is understood that prior to hire or transfer, the employee will be informed of the following:

- a) The expectations of the employee and the specific needs of the student.
- b) The assigned supervisor the employee is to report to and receive support from.
- c) The storage location of appropriate equipment, supplies, and materials.
- d) The plan for the needs of the student in the event the employee is absent.

<b>ABA Wage Schedule</b>			
<b>Step</b>	<b>17-18</b> <i>Plus 1.5%</i>	<b>18-19</b> <i>Plus 1.5%</i>	<b>19-20</b> <i>Plus 1.5%</i>
<b>1</b>	\$19.97	\$20.27	\$20.57
<b>2</b>	\$20.43	\$20.74	\$21.05
<b>3</b>	\$20.90	\$21.21	\$21.53
<b>4</b>	\$21.38	\$21.70	\$22.03
<b>5</b>	\$21.87	\$22.20	\$22.53
<b>6</b>	\$22.37	\$22.71	\$23.05
<b>7</b>	\$22.89	\$23.23	\$23.58
<b>8</b>	\$23.42	\$23.77	\$24.13
<b>9</b>	\$23.95	\$24.31	\$24.67
<b>10</b>	\$24.50	\$24.87	\$25.24

All employees covered by this Collective Bargaining Agreement shall participate in direct deposit.

Employees shall be paid bi-weekly.

## **ARTICLE XII** **REDUCTION IN FORCE**

Employees who are not notified by June 15th that they are not rehired for the next school year shall have the expectation of continued employment for said school year.

The School Committee shall determine the number of Unit D employees for each school year.

In the event of a reduction in force, employees who are working or with an expectation of continued employment in the school year in which the layoff is to be effective, who are impacted by a reduction, shall receive notice of the layoff not less than thirty (30) days prior to the effective date of said layoff.

The determination of Unit D employees to be laid off shall be based upon the following:

1. Seniority which shall mean the length of continuous employment in the Weymouth School System in the bargaining unit from the initial date of hire. (In the event of a tie, lots shall be drawn to establish the placement of the list.);
2. When a reduction takes place, layoff will be in reverse order of hiring per the seniority list, and;
3. In the event that an employee chooses to bump a less senior employee, the Administration shall have the right to refuse the employee's first choice of position. Said refusal shall be in the best interests of the school system.



### RECALL

There shall be a recall period of twenty-four (24) months from the date of the layoff. Upon return during said recall period, all rights and benefits that had accrued prior to the layoff shall be restored to the employee. Recall shall be done in the reverse order of the layoff.

The employee shall have the right to refuse a job offering during that twenty-four-month recall period; provided, the job offering is substantially dissimilar to the position from which the employee was laid off. If the employee accepts a job offering to a substantially dissimilar position, the employee shall not lose his/her recall rights for the remainder of the recall period; however, if a similar position becomes available during the school year, said employee shall remain in the position he/she accepted for that school year and will be eligible for the similar position for the next school year.

If an employee refuses a job offering to a substantially similar position, he/she shall be removed from the recall list.

### ARTICLE XIII SENIORITY

Seniority shall mean the length of continuous employment in the Weymouth School System in the bargaining unit from the initial date of hire. (In the event of a tie, lots shall be drawn to establish the placement on the list.);

- a. Leaves of absence shall not be considered as breaks in continuous employment, however, such leave shall not be counted as years, months, and days for the purpose of this definition of seniority. Leaves referred to herein shall be defined as those unpaid days which were mutually agreed upon by both the School Committee and the Paraprofessional.
- b. Persons who have been employed in consecutive, but not complete school years shall be considered continuously employed and shall have their paid time during any incomplete (yet consecutive) school years calculated (for purposes of seniority) by the months and days in which they were Unit D employees.
- c. The seniority List shall be prepared by the Committee by December 1 of each year (in the first year of this Agreement the date shall be January 1, 1996). The Association shall promulgate the Seniority List to each Paraprofessional within thirty (30) calendar days after receipt of said list from the Committee.
- d. Any Paraprofessional who wishes to challenge his/her position on the Seniority List shall submit the challenge in writing setting forth the basis of his/her challenge to the President of the Association but, in any event, no later than January 1 (in the first year of this Agreement the date shall be February 1). Thereafter, any challenges remaining unresolved shall be forwarded to the Committee on or before January 15 (in the first year of this Agreement the date shall be February 15). Notwithstanding the provisions of Article III of this

Agreement, a tripartite panel, consisting of a person appointed by the Association, a person appointed by the Committee, and a third person chosen by the appointed persons, shall meet to decide the validity of the unresolved challenges. The Panel shall render its decision prior to March 1 (in the first year of the Agreement the date shall be April).

1. A Paraprofessional who has filed timely in accordance with the provisions of this Article a challenge to the Seniority List which remains unresolved shall be advised of the date, time and place of the meeting of said Panel. The Paraprofessional shall have the opportunity to clarify his/her challenge before the Panel; provided, however, he/she have submitted a request for said opportunity in writing to the President of the Association prior to the meeting of the Panel.
- e. The decision of a majority of the Panel will be final and binding on the Paraprofessional and the Committee.
- f. The cost, if any, of the services of the neutral member of the Panel shall be borne equally by the Committee and the Association.
- g. The list as finally determined by the Panel shall be the Seniority List for the purposes of this Article. In the event there are no unresolved challenges as of the January 1 list, then the promulgated list shall be the final list.

#### **ARTICLE XIV** **SUBSTITUTE PAY**

Each half day that a paraprofessional substitutes for a classroom teacher, that paraprofessional shall receive an additional one (1) hour of pay. Each full day that a paraprofessional substitutes for a classroom teacher, that paraprofessional shall receive an additional two (2) hours of pay.

#### **ARTICLE XV** **LONGEVITY**

An annual payment will be made to qualifying members of the bargaining unit according to the following:

Upon completion of eight (8) consecutive years	\$500.00
Upon completion of thirteen (13) consecutive years	\$675.00
Upon completion of eighteen (18) consecutive years	\$1000.00



**ARTICLE XVI**  
**PROFESSIONAL DEVELOPMENT**

An employee shall have the right to be reimbursed for the cost of any course, seminar, workshop or other forms of professional development. For professional development not required by the district, prior approval of the Superintendent is required and the decision of the Superintendent is not subject to the grievance and arbitration process.

**ARTICLE XVII**  
**PROBATIONARY PERIODS**

Every employee, whose services are engaged by the School District, whether on a full or part-time basis, will be considered a probationary employee for the first ninety (90) work days of employment. The School District may dismiss an employee without cause during the probationary period.

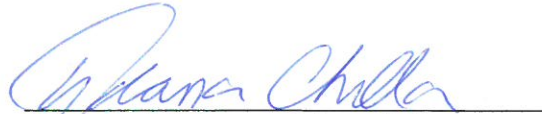
**ARTICLE XVIII**  
**WORKSHOPS AND CONFERENCES**

Subject to the prior approval of the Superintendent or his/her designee, employees shall be reimbursed up to two hundred dollars for expenses incurred while attending approved conferences or workshops. Total expenditures under this article shall not exceed five thousand (\$5,000) dollars per year.

**ARTICLE XIX**  
**DURATION**

This contract will be effective for the period September 1, 2017 through August 31, 2020. Negotiations for a successor agreement may be opened by either party by giving notice to the other party on or after October 15, 2019. If negotiations for a successor agreement are not completed by August 31, 2020, the provisions of this agreement will remain in full force and effect until a successor agreement is executed.

  
Weymouth School Committee

  
Weymouth Educators' Association

Date: 12/7/17

Date: 12/7/17



- ☐ Formative  
☐ Summative



## WEYMOUTH PUBLIC SCHOOLS

### PARAPROFESSIONAL EVALUATION

**Paraprofessional** [Click here to enter text.](#)

**School** [Click here to enter text.](#)

FTE: ☐ 1.0 ☐ 0.5 ☐ Other: [Click here to enter text.](#)

Hours Per Day: [Click here to enter text.](#)

☐ Clerical ☐ General ☐ Health ☐ Library ☐ Pre-K/Kindergarten ☐ Security

☐ Special Ed (indicate program and/or individual student name/grade)

Program [Click here to enter text.](#) Student Name / Grade [Click here to enter text.](#)

**Rating Key:** **Exemplary** Performance consistently and effectively meets and frequently exceeds job requirements.  
**Proficient** Performance consistently and effectively meets job requirements.  
**Needs Improvement** Performance where improvements are needed to meet some significant job requirements.  
**Unsatisfactory** Performance does not meet job requirements.

#### Preparedness to Work

- |  | E                        | P                        | NI                       | U                        | NA                       |
|--|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| a. Comes to position with energy, is motivated, organized, and focused on work | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| b. Maintains a professional appearance and demeanor                            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

#### Library, Pre-K/Kindergarten, SPED Inclusion/ SPED 1:1

- |  |                          |                          |                          |                          |                          |
|--|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| a. Displays understanding of expectations and demonstrates competency in skills related to position  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| b. Facilitates instruction for students and appropriately utilizes instructional materials, resources, and equipment; implements procedures, strategies and protocols, including new initiatives | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| c. Encourages student's effort and participation   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| d. Displays resourcefulness in helping to provide a positive and enriching experience for students   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| e. Encourages self-sufficiency by reinforcing students with the necessary skills and work habits to become independent learners  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| f. Works as a member of a "Team" to provide services as delineated in the IEP of student(s) with identified needs to access the curriculum and to participate in school programs                 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| g. Implements strategies planned by teachers, which address readiness, interest, learning profile of student(s) as well as any behavior management programs                                      | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

#### Clerical, General, Health, Security

- |  |                          |                          |                          |                          |                          |
|--|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| a. Displays understanding of expectations and demonstrates competency in skills related to position including: preparing/ distributing internal/external correspondence, answering and routing telephone calls, operating office equipment, maintaining office files and records | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| b. Understands and competently implements procedures, strategies, and protocols including new initiatives  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

#### Communication and Collaboration

- |   |                          |                          |                          |                          |                          |
|---|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| a. Interacts with students, staff, and community members in a professional manner | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|---|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|

#### Communication and Collaboration (continued)

- |   | E                        | P                        | NI                       | U                        | NA                       |
|---|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| b. Communicates and works well with supervisory personnel; accepts and acts upon constructive suggestions, responds and follows through on assignments and requests | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| c. Communicates effectively and maintains cooperative and collaborative relationships with administration and other staff   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| d. Demonstrates confidentiality and professional communication  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

e. Demonstrates flexibility in working with staff and students

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	--------------------------	--------------------------	--------------------------

### Performance

- a. Fulfills responsibilities, acts, and takes initiative to ensure the overall high quality of services provided, especially with students
- b. Performs assigned tasks with a level of consistency and reliability that meets and exceeds expectations and supports the goals of high quality service
- c. Engages in an open, honest dialog with administration and supervisor, which results in a process that includes reflection and enhanced performance
- d. Attendance and punctuality

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

### Professionalism and Development

- a. Seeks ways to improve skills through ongoing professional development and collaboration
- b. Demonstrates initiative and resourcefulness
- c. Participates in training and applies new knowledge and skills
- d. Displays evidence of professional growth and development as provided and required for position

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Recommend rehiring Yes ☐ No ☐

☐ Student graduating to grade K, 5, 7, or 9

☐ Para transferring with student

Comments: Click here to enter text.

Click here to enter a date.

\_\_\_\_\_  
Principal/Administrator

\_\_\_\_\_  
Date

I have received a copy of the above evaluation and have had an opportunity to discuss it with my immediate superior.

\_\_\_\_\_  
Paraprofessional

\_\_\_\_\_  
Date

Paraprofessional Response: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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