

AUGUST 25, 2021 THROUGH AUGUST 24, 2024

AGREEMENT

BETWEEN

THE

SOUTHWICK-TOLLAND-GRANVILLE REGIONAL SCHOOL COMMITTEE

AND THE

SOUTHWICK-TOLLAND-GRANVILLE EDUCATION ASSOCIATION –
PARAPROFESSIONAL UNIT

This agreement entered into by the Southwick-Tolland-Granville Regional School Committee referred to as the Committee and the Southwick-Tolland-Granville Education Association – Paraprofessional Unit to the Superintendent of Schools, hereinafter referred to as the Association, has as its purpose the promotion of harmonious relations between the Employer and the Association; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

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ARTICLE I - RECOGNITION

The Committee recognizes the Association as the exclusive representative for collective bargaining for all regular part-time and full-time paraprofessionals, special needs paraprofessionals, computer facilitators, and other paraprofessionals in the Southwick-Tolland-Granville Regional School District, but excluding any and all temporary, substitute or casual employees and all other employees of the Southwick-Tolland-Granville Regional School District.

Unless clearly and explicitly limited, qualified, or relinquished by an express provision of this agreement, the management of the Southwick-Tolland-Granville Regional Schools, including all of the normal and inherent rights, privileges and responsibilities with respect to the operation of the schools, whether exercised or not, including but not limited to the right to plan work, extend or limit operations, direct and control the working forces, hire, fire, transfer, lay-off, suspend, discipline or discharge for cause, relieve employees from duty because of lack of work or other legitimate reasons, shall remain vested solely and exclusively in the Principals, Superintendent, or designee.

For purposes of this Agreement, an administrator is defined as a Superintendent, Assistant to the Superintendent, Principal, Assistant Principal or Special Education Director. Administrators are supervisory personnel.

ARTICLE II - SCHOOL COMMITTEE RESPONSIBILITIES

The Committee is a public body established under and with powers provided by the statutes of the Commonwealth of Massachusetts, and nothing in this agreement shall be deemed to derogate from or impair any power, right or duty conferred upon the Committee by the statute or any rule or regulation of any agency of the Commonwealth. All of the rights, powers, and authority held by the Committee are retained by the Committee, except as provided for in this Agreement or any supplement thereto, and the exercise of said rights, powers and/or authority shall not be subject to the grievance procedure and/or arbitration.

ARTICLE III - NEGOTIATION PROCEDURE

1. Before the Committee implements a change in policy which constitutes a mandatory subject of bargaining not covered by the terms of the Agreement and which has not been proposed by the Association, the Committee will notify the Association in writing that it is considering such a change. Notification will have been given when the School Committee sends the minutes of its meeting to the President of the Association. The Association will have the right to negotiate with the Committee within five (5) days after receipt of said notice.
2. Any agreement reached with the Committee will be signed by the Committee and the Association, and will become an Addendum to this Agreement. A copy of such Addendum will be provided to all individuals covered by this Agreement.

ARTICLE IV - DISCRIMINATION AND COERCION

1. There will be no discrimination or coercion by agents of the employer against any employee because of his/her activity or membership in the Association.
2. There will be no discrimination or coercion by agents of the Association against any employee because of his/her desire not to be a member of the Association.
3. There will be no discrimination or coercion by agents of the Committee or the Association against any person because of race, creed, color, sex, age, sexual orientation, gender identity, or qualified handicap and that such person shall receive the full protection of this Agreement.

ARTICLE V - REDUCTION IN STAFF

In the event it becomes necessary to reduce the number of employees or the hours of work of employees in this unit, the Committee will notify the Association and affected employees of the positions being eliminated or reduced in hours of work. The employees in the affected positions if more senior may exercise bumping rights as follows.

The School Committee shall determine the total number of positions in the unit that will be eliminated or reduced in hours of work.

Any employee holding such a position will be entitled to bump the least senior employee within the same job category. The following are the three job categories for purposes of reduction in force: 1. Paraprofessionals; 2. Severe Special Needs/Behavioral Intervention and Preschool Paraprofessionals; and 3. Technology Facilitators. If the employee is the least senior employee in the job category, then the employee can bump the least senior employee in the next lowest job category. However, Technology Facilitators are not allowed to bump into a Severe Special Needs/Behavioral Intervention or Preschool Paraprofessional position. The bumping sequence shall begin with the most senior laid off employee, and continue in order of seniority. This process would continue until the bumping sequence is complete.

This process applies regardless of when the reduction in force takes place (i.e., mid-year, end of year, etc.).

Part-time employees (employees who are regularly scheduled fewer than 20 hours per week) may only bump the least senior part-time employee in accordance with the process described above.

An employee who exercises bumping rights must be presently qualified to perform the duties of the position that he/she bumps into. The employee must accept all of the hours of the position he/she assumes whether the hours of the position are greater than or less than the position he/she previously occupied.

Employees laid off will be recalled in inverse order of their layoff to positions they are presently qualified to assume. Recall rights will not exceed two years or the length of service of the laid off employee, whichever is shorter.

Seniority shall mean the employee's last date of hire in the Southwick-Tolland-Granville Regional School District or in each of the districts which regionalized to constitute the Southwick-Tolland-Granville Regional School District. (Note: time served as a substitute does not count toward seniority.) If two or more employees have equal seniority, then the following procedure shall be utilized:

The employee with the highest degree of education will be deemed to have greater seniority. Education shall be defined as Master's Degree, Bachelor's Degree, and Associate's Degree. College credits shall not be used to break a tie in seniority if the employee does not have one of the above-referenced degrees. However, if two or more employees have the same degree level, then additional college credits above that necessary to receive the degree may be used to break a tie.

If none of the employees with equal seniority have a degree, then the employee who has met the requirements contained in Article VIII – In Service the greatest number of times will be deemed to have greater seniority.

If all of the above factors are equal, then a lottery shall be used to determine seniority. The Superintendent or his/her designee and the Association President or his/her designee shall be present when the lottery is conducted. The employees' names with equal seniority shall be placed in a hat. The first employee name picked shall be deemed to have greater seniority, and so forth until all employee names with equal seniority have been drawn.

ARTICLE VI - CONDITIONS OF EMPLOYMENT

1. Work Year: The work year for members of the unit shall be one hundred eighty-three (183) days unless otherwise specifically provided for in this contract or in job descriptions mutually agreed upon by both parties. These days shall consist of one hundred eighty (180) student days (two (2) of which are post-conference half days) and three (3) additional professional development days. The Work Year for paraprofessionals and teachers shall commence on the same day. The principal will provide a minimum of two (2) weeks' notice regarding designation of professional development dates.

Employees shall attend the first in-service day each school year.

Employees will be notified by June 1st of their work assignments for the upcoming year. It is understood that the assignment may change based upon needs of the District.

2. Work Day: The work day shall be seven (7) hours during which there is an unpaid thirty (30) minute duty-free lunch period.
3. Rest Period: All employees covered by this Agreement shall be entitled to a fifteen (15) minute rest period for each four (4) hours of work. Rest period(s) are part of the regular work day and will be taken in an appropriate area and time by mutual agreement between the paraprofessional and supervisor.
4. Responsibilities: All employees covered by this agreement will perform their duties and responsibilities in a manner consistent with the highest ideals of service. All employees are under the direct supervision of their administrator and under the general supervision of the Superintendent of Schools.

5. Absences: It shall be the duty of the employee in time of sickness to notify the substitute caller as soon as possible that he/she will be unable to attend to his/her duties and except in emergency situations by the start of his/her workday.
6. Emergency School Closings: When school is cancelled because of snow or inclement weather or other emergencies, employees will be paid for the snow day and will work on the make-up day in the spring without additional compensation.
7. Job Posting:
 - a. When a vacancy occurs in any position covered by this Agreement, notification of such vacancy shall be sent to the President of the Association.
 - b. If the Committee decides to fill the vacancy with the same, greater, or lesser hours of work, the position will be posted in each of the school buildings and in the administrative offices for a period of fourteen (14) calendar days.
 - c. The NOTICE OF VACANCY will include complete job description, job classification, rate of pay, and regular hours of work.
 - d. Any employee interested in the vacancy may request consideration for the position by advising the building administrator and Superintendent in writing during the posting period.
 - e. In filling vacancies, the following factors will be considered:
 1. Experience, overall performance, and qualifications for the position.
 2. Length of service in present classification, when being transferred within grade or to a higher grade.
 3. Vacancies will be filled in a manner that best serves children with special needs.
 - f. For the purpose of this Article, vacancies shall include vacant positions and newly created positions within the same classification.

ARTICLE VII - NEW CLASSIFICATIONS

When a new classification within the bargaining unit is established by the Committee, the Committee will negotiate with the Association to establish the rate of pay for the classification:

ARTICLE VIII - IN-SERVICE

The Committee and the Association agree that in-service programs will be offered to assist in the improvement of work performance and the enhancement of professional development. A minimum of six and one-half (6 ½) hours per year will be offered. Training for new and/or additional job-related skills will also be provided. In-service programs will be free of charge. When required courses are given at a time other than the regular working day of the employee, he/she will be reimbursed at his/her hourly rate. The administrator of each employee, with the approval of the Superintendent, will be responsible for determining whether or not the course is required for the effective performance of duties relevant to his/her position. Such reasons will be in writing. Course work or training needed to remediate deficiencies in current performance, under job description, will not be paid for by the School Committee.

In order to encourage professional growth, the Committee agrees to pay a stipend of one hundred dollars (\$100.00) to those paraprofessionals who participate in at least six and one-half (6 ½)

hours of study outside the normal work day between July 1'st and June 30th of any given year. These hours will be acquired through in-service work, staff presentations, or other means that have received prior approval of the Superintendent. The District will provide a minimum of six and one-half (6 1/2) hours of study each year.

The District encourages input from paraprofessionals regarding in-service and/or professional development programs. Therefore, paraprofessionals are encouraged to provide written suggestions to administration regarding activities that may be of benefit to the bargaining unit and/or methods to improve existing in-service and/or professional development programs.

ARTICLE IX - EXPENSE REIMBURSEMENT

Employees will be reimbursed for the reasonable expenses (including fees, meals, lodging, and transportation) incurred by them when they attend workshops, seminars, conferences or other sessions at the request of and/or with the advance approval of their Principal or the Superintendent. All requests for reimbursement must be submitted to the Superintendent's Office in accordance with procedures as set forth by the Director of Finance and Operations.

ARTICLE X - JURY DUTY

1. An employee actually serving on Jury Duty or who actually reports to Court for jury services as required by said Court for any portion of the work day shall receive his/her regular rate of pay for each day served, reduced by the amount of jury pay received from the Court. (Jury pay received for service on non-working days shall not be deducted from the employee's pay.) Jury pay, however, shall not include any meal or travel expenses paid by the Court. The normal pay of an employee shall not be interrupted by Jury Duty. However, if the employee has not reimbursed the School District for Jury pay within two (2) weeks of receiving such pay, the District shall deduct said amount from the employee's pay.
2. An employee serving on Jury Duty will furnish the Committee information with respect to days actually served on Jury Duty, days or any portion of a day, the employee reported to the Court for service as required by the Court, and the amount of Jury pay (not including meals or travel expenses paid by the Court) received from the Court.
3. An employee on call for Jury Duty shall notify the building administrator as soon as possible if he/she is scheduled to serve on Jury Duty the next day.

ARTICLE XI - WITNESS LEAVE

An employee who is required by the School Committee to appear in court on behalf of the School District shall be considered to be on working time during such appearance.

An employee who is subpoenaed to testify at a court trial as a result of his/her employment with the School District shall also be considered on working time provided the employee is not a party plaintiff in a non-criminal matter or the defendant in a criminal matter on a work day.

ARTICLE XII - OVERTIME

1. Employees covered by this agreement shall be paid overtime at the rate of one and one-half time (1½) his/her regular rate of pay in excess of eight (8) hours in one (1) day and forty (40) in one (1) week, but not both. A holiday is to be computed as a work day.

2. Any employee called back to work on the same day after having completed his/her assigned work and left his/her place of employment and before his/her next regular scheduled starting time, shall be paid at the rate of time and one-half (1½) for all hours worked on recall. He/she will be guaranteed a minimum of two (2) hours of pay at time and one-half.
3. Extra hours and overtime shall be equally and impartially distributed among personnel in each area who ordinarily perform such related work in the normal course of their work week. The employer shall keep records of extra hours and overtime, and said records shall be subject to examination by the Association with a representative of the employer present.

ARTICLE XIII – SICK LEAVE

1. PERSONAL ILLNESS

Each employee will be credited with personal sick leave with pay at the following rates:

- a. New hires will receive one and one-half (1½) days for each month of service (credited on the first day of the month in which the employee is employed) for any part of the first school year in which the person is employed.
 - b. Thereafter, employees shall be entitled to fifteen (15) days as of August 25, of each year.
 - c. Unused sick leave may be accumulated to 183 days.
 - d. In the event an employee does not use any personal (or family) sick leave from August 25 to February 1 of any school year, he/she will receive a bonus of \$50. If the employee does not use any sick leave from February 1 to the end of the school year, he/she shall receive a bonus of \$50.
2. A doctor's excuse may be required after three (3) consecutive days for any absences. A doctor's excuse may be required if there is a pattern of sick leave usage and/or if the District suspects abuse of sick leave.

ARTICLE XIV - PARAPROFESSIONAL PROTECTION

1. Indemnification – So far as permitted by Chapter 41, Section 100C of the General Laws of the Commonwealth as amended by Chapter 572 of the Acts of 1992, the School Committee shall provide indemnification whenever any paraprofessional shall become eligible therefore.

ARTICLE XV - WORKERS' COMPENSATION

Employees who are injured in the course of employment receive coverage for salary and medical costs in accordance with the provisions of M.G.L., c.152. Additionally, employees who are covered for Workers' Compensation benefits may use accumulated unused sick and personal leave to bring their pay up to their full salary in accordance with M.G.L., c.152, s.69. During the time period that the employee is receiving full salary under M.G.L., c.152, s.69 a copy of all checks issued to the employee by Workers' Compensation insurance carrier will be turned over to the District so that the employee will not receive any payment in excess of the employee's full salary. Employees may not use sick or personal days to bring their pay up to full salary beyond one calendar year.

ARTICLE XVI - FAMILY ILLNESS

Effective August 25, 2020, employees may use up to fifteen (15) of their annual days of sick leave per school year for the purpose of caring for a parent, child, spouse, grandparent, sibling, or other family member or significant other living in the same domicile. In addition, if the leave is an approved leave to care for an immediate family member under Section 5 of Article XX (Leaves of Absence), then the employee may use an additional ten (10) days of their accumulated sick leave.

ARTICLE XVII - BEREAVEMENT

In the event of death in the immediate family, an employee will be granted leave with pay in the amount of five (5) working days for spouse, son, daughter, stepchildren, mother, father, or step parent. Three (3) working days will be granted for brother, sister, grandmother, grandfather, mother-in-law, father-in-law, brother-in-law, sister-in-law, or grandchild. One day per occurrence will be granted and charged to sick leave at the discretion of the Superintendent of Schools for attendance at funerals of relatives, close friends or coworkers.

ARTICLE XVIII - PERSONAL DAYS

Two (2) personal days may be taken per school year. One (1) additional personal day shall be granted to employees with fifteen (15) or more years of service in the District. The Superintendent, within his/her sole discretion, may also grant one (1) additional personal day for compelling personal reasons. Personal day requests must be submitted in writing to the Principal at least two (2) work days before the day is actually taken, and prior approval to take a personal day must be obtained from the Superintendent. No more than five (5) members of the paraprofessional bargaining unit may be absent from each building on any given day. If more than five (5) members of the paraprofessional bargaining unit per building apply for a given day, then allowance for personal days will be given based on order of request starting with the first request. During the month of May, no more than three (3) members of the paraprofessional bargaining unit may be absent from each building on Mondays or Fridays. Any such waiver is at the sole discretion of the Superintendent. Personal days shall not be used to extend a vacation or a holiday.

At the end of a contract year any unused personal days will be converted to sick days.

ARTICLE XIX - ASSOCIATION DAY

A total of four (4) paid Association days may be taken by the bargaining unit per school year (e.g., up to four bargaining unit members may take one (1) day each, or any combination thereof so long as no more than four (4) days are utilized by the bargaining unit as a whole). Employees must notify the Superintendent of Schools at least five (5) calendar days before the day is actually taken.

ARTICLE XX – LEAVES OF ABSENCE

1. Statutory Leave - The School Committee shall abide by the provisions of the Family and Medical Leave Act (“FMLA”), M.G.L. c. 149, § 105D (the so-called Massachusetts Parental Leave Act (“MPLA”), Small Necessities Leave Act (“SNLA”) M.G.L. c.149, s. 52D, and the Domestic Violence Leave Act (“DVLA”) Chapter 260. The School Committee’s policies regarding the above-referenced provisions will be posted in each administrative office.
2. Leaves under the provisions of this Agreement, which are also eligible under the FMLA and/or MPLA, shall run concurrently as both FMLA/MPLA and contractual leave, and the more liberal of the provisions shall apply. A maximum of three (3) days of absence will be allowed for religious observances during the school year, where the tenets of the religion require the person to refrain from work or attend a religious ceremony which conflicts with the employee’s work hours.
3. Other leaves of absence of up to one (1) year without pay may be granted by the Committee.
4. Child-rearing leave - Employees shall be eligible for up to one (1) year of unpaid leave for child-rearing upon submitting to the Superintendent a request for such leave in writing, which may be extended through the end of the school year.
5. Medical Leave (Non-FMLA Eligible). Employees who have been employed by the District for at least one calendar year and have worked at least one thousand (1,000) hours in the twelve (12) month period preceding an illness or injury shall be permitted to take medical leave up to twelve (12) weeks consistent with the terms of the Family Medical Leave Act (FMLA). Medical documentation must be submitted to the District using the forms used for granting FMLA leave. Leaves granted under this provision shall run currently with other statutory provisions such as the MPLA and FMLA.

ARTICLE XXI - REVIEW OF PERSONNEL FILES

1. Employees will have the right, upon reasonable advance notice (24 hours) in writing to the Superintendent, to view the contents of their personnel files. An employee will be entitled to have a member of the Association accompany him/her during such a review.
2. No matter originating after initial hiring which is derogatory to an employee's conduct, service, character, or personality will be placed in his/her personnel file unless the employee has had the opportunity to review such material. The employee will also have the right to submit a written answer to such material and his/her answer will be reviewed by the Superintendent and attached to the file copy.
3. Any complaint affecting an employee's professional integrity made to any member of the Administration by any parent, student, or other person will be called promptly to the attention of the employee when in the judgment of the Administration the complaint merits it. No complaint will be the basis for any action by the Committee or Administration unless such complaint has been brought to the attention of the employee.

ARTICLE XXII - PERFORMANCE DELINQUENCY & DISCIPLINE AND DISCHARGE

1. The Association recognizes the authority and responsibility of the Principal, Administrator, or Superintendent to discipline or reprimand employees for delinquency of professional performance or to discharge, discipline, reprimand, or reduce in rank employees for just cause.
2. Any employee who is receiving formal disciplinary action shall be entitled to have a representative of the Association present at such meeting.

ARTICLE XXIII - PROBATIONARY PERIOD

The probationary period for all employees covered by this agreement shall be six (6) months from the date of hire in a position. During the six (6) month period the employee may be discharged for any reason and without recourse to the grievance arbitration process. After the six (6) month period the employee shall only be discharged, suspended or otherwise disciplined for just cause.

ARTICLE XXIV - MILITARY LEAVE

1. Any employee shall be entitled to leave of absence during the time of his/her compulsory services in the Armed Forces of the Commonwealth or during a compulsory annual tour of duty not exceeding seventeen days as provided in Chapter 33, Section 59, of the General Laws as a member of the reserve component of the Armed Forces of the United States, and shall receive the difference between his/her normal or regular pay and his/her military pay.
2. He/she shall also be entitled to the same leave of absence or vacation with pay given to other like employees.

ARTICLE XXV - GRIEVANCE PROCEDURE

1. This procedure is used to resolve grievances or disputes which may arise between the parties involving the application, meaning, or interpretation of any specific provision of this Agreement.
2. Level One: An employee with a grievance must present it, in writing, to his/her administrator or principal, either directly or through the Association, within fifteen (15) business days of the time of the occurrence of the alleged violation. The administrator or principal shall attempt to adjust the matter and shall respond in writing to the employee and/or representative within seven (7) business days after the receipt of the grievance.
3. Level Two: If the grievance is not resolved to the satisfaction of the grievant or the Association at Level One, the grievant and/or the Association may present the grievance in writing to the Superintendent of Schools within seven (7) business days after the Level One response is due. The Superintendent of Schools shall attempt to adjust the matter and shall respond in writing to the employee and/or representative within seven (7) business days after the receipt of the grievance.
4. Level Three: If the grievance is not resolved to the satisfaction of the grievant or the Association at Level Two, the grievant and/or the Association may present the grievance in writing to the School Committee within seven (7) business days after the Level Two response is due. The School Committee will consider the grievance at their next regularly scheduled

meeting provided that the grievance is received at least five business days before the date of their meeting. The School Committee shall attempt to adjust the matter and shall respond in writing to the employee and/or representative within seven (7) business days after the School Committee meeting.

5. Level Four: - If the grievance is not resolved to the satisfaction of the Association at Level Three, the Association may submit a written request for arbitration of the grievance to the American Arbitration Association within seven (7) business days after the Level Three response is due.
6. If the employee or the Association does not file a written grievance within fifteen (15) business days after the employee or the Association knew or should have known of the act or condition on which the grievance is based, then the grievance will be waived.
7. If the employee or the Association does not process the grievance within the time frames specified in the grievance procedure, the grievance shall be waived.
8. The arbitrator is limited to interpreting the terms of this Agreement. The arbitrator may not add to, subtract from, or modify the terms of this Agreement.
9. The expense of the arbitrator's fees and filing expense shall be shared equally by the School Committee and the Association.
10. The parties may mutually agree in writing to extend the time limits listed herein at any level of the grievance procedure.
11. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

ARTICLE XXVI - SICK LEAVE BANK

1. It shall be the policy of the Southwick-Tolland-Granville Regional School Committee to establish an Educational Support Personnel Sick Leave Bank, herein known as the "Sick Leave Bank," the purpose of which shall be to enable the members of the bargaining units covered by the current working agreement between the Southwick-Tolland-Granville Regional School Committee and the Southwick Education Association – Custodial Unit and Paraprofessional Unit to voluntarily contribute a portion of their sick leave accumulation for use by a participating member whose sick leave is exhausted through prolonged illness of ten (10) consecutive work days.
2. Eligibility for membership in the Sick Leave Bank is gained by:
 - a. Agreement by an applicant to contribute one earned sick leave day to the bank. This agreement must be in written form.
 - b. Application for membership is through the Southwick Education Association – Custodial Unit and Paraprofessional Unit – through the chairperson.
 - c. The initial list of participating members shall be posted in each building no later than thirty (30) days after the implementation of the Sick Leave Bank, and a supplementary list will be posted as required.
 - d. Application for membership to the Sick Leave Bank will be made during the month of July for full-year employees and during the month of September for school-year employees. New hires may complete an application for Sick Leave Bank membership within thirty (30) days of his/her starting date, but may not have entitlement to Sick Leave Bank benefits until the completion of his/her probationary period or until six (6) months from his/her starting date, whichever period is longer.

- e. Members of the Sick Leave Bank will contribute one (1) day upon application for membership.
 - f. Payments from the Sick Leave Bank are made on a work day basis.
 - g. The Sick Leave Bank will be considered depleted if its number of days on deposit goes down to 1/3 of the total number of participants. At that time, all participants will be assessed an additional day with no more than two (2) days assessed in one year.
 - h. Anyone using sick days from the bank should make every effort to pay back to the Bank the days they have taken. Up to five (5) sick days will be taken on the first day of the next contractual year and on the first day of subsequent contractual years until full repayment has been made or alternative arrangements for repayment shall be made through the Sick Leave Bank Committee. Upon voluntary or involuntary termination of employment in the unit, any days owed to the Bank will be deducted on a per diem basis from his/her final salary payment. Notwithstanding the above, the final pay for the hours actually worked will be at least equal to minimum wage.
3. The Sick Leave Bank Committee shall consist of:
 - a. Three (3) members of the Southwick-Tolland-Granville Regional School Committee;
 - b. One member from each Southwick Education Association unit included in this Article (3 total);
 - c. The President of the Southwick Education Association or designee;
 - d. The Superintendent of Schools
 4. The duties of the Sick Leave Bank Committee shall be as follows:
 - a. To govern all phases of the Sick Leave Bank, including the option to accept or reject an application for sick leave.
 - b. A review of long-term cases will be in order after each thirty (30) day withdrawal or at anytime if suspect of abuse. In either case an attending physician's statement must be forwarded to the Sick Leave Bank Committee by the attending physician.
 5. The benefits of the Sick Leave Bank are as follows:
 - a. Participants must exhaust all accrued sick days before drawing from the Sick Leave Bank.
 - b. Application to the Sick Leave Bank Committee must be made prior to the expiration of sick days to expedite benefits.
 - c. All applications must include certification by a physician.
 - d. A maximum benefit of 183 days of sick leave may be drawn from the Sick Leave Bank. Sick days are defined as working days excluding holidays and vacations.
 6. The decision of the Sick Leave Bank Committee will be final and binding and not subject to the grievance procedure.
 7. The Committee recognizes the option of the units to seek to join its Sick Leave Bank with other units and negotiate modification of limits described above.
 8. The limits described above may be suspended upon mutual agreement of the Southwick Education Association and the Committee, for the purpose of initial establishment of this Article.

SICK LEAVE BANK APPLICATION FORM

APPLICANT'S NAME (PRINTED): _____

SCHOOL: _____ POSITION: _____

I hereby apply to participate in the Sick Leave Bank as established by the Southwick-Tolland-Granville Regional School Committee.

As part of my acceptance, I agree to contribute to the Sick Leave Bank one earned sick leave day from my accrued sick leave.

Further, I accept all the conditions specified in the Southwick-Tolland-Granville Regional School Committee and Southwick Education Association Inclusive Sick Leave Bank Policy.

SIGNATURE OF APPLICANT

ARTICLE XXVII - SEVERANCE PAY/SICK LEAVE BUYBACK

After fifteen (15) years of continuous service with the Southwick-Tolland-Granville Regional School District, a paraprofessional upon retirement, or his/her estate upon his/her death, will be paid for accumulated unused sick leave days up to a maximum of one hundred eighty-three (183) days at the rate of 10% of his/her per diem rate for each day. Notification of intent to retire must be submitted the year previous to the intended final year of employment to receive said payment. In case of death or incapacitating injury/illness, the one (1) year notification may be waived by the School Committee.

Paraprofessionals with at least fifteen (15) years of continuous service in the bargaining unit as of September 1, 2005 will be grandfathered under the previous severance system and will not be eligible for the buyback described above. For such grandfathered bargaining unit members the following severance shall apply:

Upon accumulation of 183 sick days, an additional ten (10) sick days per year may be accumulated in a severance payment account.

Sick days may be used for illness, etc., will be deducted for accumulated sick leave. Days may not be taken from the severance pay account and used a regular sick time.

Each employee will receive credit for up to ten (10) days per year for each year of service in which he/she had accumulated 183 days of sick leave as of the first day of school in the year. Total sick days used in each year of service will be subtracted from 15 days and

the remainder will be added to the severance pay account for the year, up to a maximum of ten (10) days per year.

Upon retirement, after twenty (20) years of continuous service in the school system, an amount calculated according to the formula below, will be paid to the employee, or in the event of death, to his/her estate. Said payment will be added to the employee's final pay.

FORMULA: 20-30 years of service rate = .10
31-40 years of service rate = .105
40+ years of service rate = .11

$1/183$ (employee's pay) x service rate x (accumulated sick days + accumulated severance pay days) = severance amount.

ARTICLE XXIII - AGENCY SERVICE FEE

The Committee will respect the position of the Southwick-Tolland-Granville Education Association/MTA/NEA as the sole and exclusive bargaining agent of all employees in the Paraprofessional Unit on matters of wages, hours, and conditions of employment for the life of this Agreement.

1. Effective thirty (30) days after execution of the Agreement or the commencement of employment, whichever comes later, each employee, in accordance with the M.G.L., c. 150E, §12, shall be required to pay the service fee to the Association.
2. The Association will be solely responsible for enforcing the provisions of this Section. The Committee will not be responsible to enforce any provision of the Section.
3. The Association will indemnify, defend and hold harmless the Committee against any and all claims, actions or lawsuits of any kind or description, whether at law or in equity, and whether based on statute, constitution or common law, made or instituted against the Committee or its agents, employees or administrators, resulting from this Section. Specifically, the Association will have no right of action by way of contribution, counterclaim or other basis against the Committee. Should any administrative agency or court of competent jurisdiction find the Committee liable for any damages as a result of this Section, the Association will pay any and all of those damages, including interest and charges.
4. If any court of competent jurisdiction determines that any part of this Section 1, 2, or 3, are unconstitutional, in violation of statute, or otherwise unenforceable, all of the other parts of this 1, 2, and 3, will be null and void.
5. The service fee shall be calculated in accordance with the provisions of the M.G.L., c. 150E, §12, and applicable state and federal constitutional law and shall not be paid by employees to remain in good standing with the Association.

ARTICLE XXIX - DRUG FREE WORKPLACE & SEXUAL HARASSMENT

Policies regarding Drug-Free Workplace and Sexual Harassment have been accepted between the parties.

ARTICLE XXX - EVALUATION PROCEDURE

The purpose of evaluation is to improve employee performance, not as a basis for dismissal or movement on the salary schedule. A fundamental guiding principle is that all evaluations will be the result of a cooperative process where a positive atmosphere is maintained between the evaluator and employee in the assessment of employee performance. The evaluation process will provide for clear, personalized and constructive feedback.

Each employee shall receive at least one (1) evaluation during his/her probationary period by his/her immediate supervisor (building principal or assistant principal). Thereafter, each employee will be evaluated once annually by his/her immediate supervisor (building principal or assistant principal) no later than May 1'st. Each evaluation will include a follow-up conference between the employee and the supervisor. After the conference, the employee shall sign the written evaluation form within five (5) working days; however, such signature shall only indicate the employee's awareness of the evaluation and shall not be interpreted to mean agreement with the evaluation. The signed evaluation will be placed in the employee's personnel file and a copy of the report will be provided to the employee.

An employee who has been evaluated has the right to challenge the evaluation through step 2 of the grievance procedure set forth in this contract (i.e. the grievance is not subject to review by the School Committee or subject to arbitration) if the employee deems said evaluation discriminatory, unfair, unjust or inaccurate.

ARTICLE XXXI - GROUP HEALTH INSURANCE

The Committee agrees to pay for the administrative costs of a Flexible Spending Account for bargaining unit members.

Employees may participate in any group health insurance (including Cafeteria Plan) offered by the School District in accordance with M.G.L. Chapter 32B. Blue Cross/Blue Shield Master Medical Plan is no longer an option for either current employees or retirees.

ARTICLE XXXII - OPEN HOUSE

Paraprofessionals will not be required to attend Open House. Paraprofessionals will not be required at any time, to work a split day (as in the case of evening conferences, etc.) but may do so if mutually agreeable between supervisor/administration and the paraprofessional.

ARTICLE XXXIII - JOB DESCRIPTIONS

The building principal is required to show a prospective paraprofessional the complete job description for the position he/she is applying for during the interview process. This description will then be issued in writing to that paraprofessional within two weeks of being hired for the position.

ARTICLE XXXIV – BACKGROUND CHECKS

It shall be a condition of employment that employees maintain all applicable job qualifications, including providing all background check eligibility information as required by law.

A. CORI Background Check

Criminal offender record information ("CORI") checks pursuant to Chapter 385 of the Acts of 2002 will be conducted in accordance with the following:

1. CORI checks will be conducted once every three (3) years for employees covered by this Agreement, or more often with reasonable cause.
2. A copy of a CORI report will be available to the employee. If the CORI report shows any activity, a copy will be sent to the employee.
3. All CORI reports will be maintained in the Superintendent's office in separate confidential files.
4. The Superintendent or other administrator in his/her central office designated by the Superintendent will be the only persons authorized to request CORI checks.
5. Any disciplinary action taken as a result of CORI checks will be in accordance with this Agreement and/or law.

B. SAFIS Background Check

In accordance with Chapter 77 of the Acts of 2013 ("An Act Relative to Background Checks"), Massachusetts established the Statewide Applicant Fingerprint Identification Services (SAFIS) program to support fingerprint based state and national criminal history record information (CHRI) checks. All bargaining unit members, as school employees, are subject to the SAFIS programs and are required to submit for the District's review a CHRI report. Based upon the results of the CHRI report, the District shall make a determination regarding the employee/applicants suitability to work for the District.

ARTICLE XXXV - SALARY SCHEDULE

The salary schedule is attached and marked "A".

ARTICLE XXXVI - DURATION

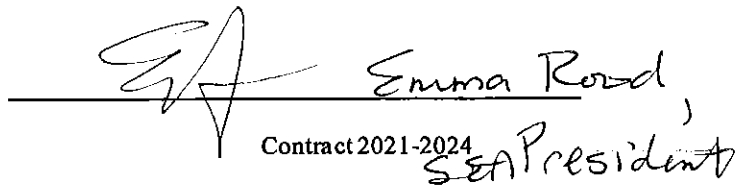
1. This agreement between the employer and the Association shall become effective on the twenty-fifth (25th) day of August 2021 and shall continue in full force and effect to and including August twenty-fourth (24th), midnight, 2024.
2. During the negotiations of proposed amendments, the terms of this agreement shall remain in full force and effect.

This agreement is entered into this 5th day of October 2021.

FOR THE SOUTHWICK-TOLLAND-GRANVILLE REGIONAL SCHOOL COMMITTEE



FOR THE ASSOCIATION:



Contract 2021-2024

Judith Frenette Para Neqo Chair

Tricia Shumelmann
Jill Sloan
Amy
Theresa E. LaFollette
Brenda Olsed

Appendix A
Salary Schedule for Paraprofessionals

2021-2022			
Step	Hourly 6.5 hours	Daily 182 Days	Annual Salary
1	15.00	97.50	17,745
2	15.45	100.43	18,277
3	15.91	103.42	18,822
4	16.39	106.54	19,389
5	16.88	109.72	19,969
6	17.39	113.04	20,572
7	17.91	116.42	21,188
8	18.45	119.93	21,826
9	19.00	123.50	22,477
Class 2 1-4	22.02	143.14	26,052
Class 2 5-9	22.67	147.38	26,824
Class 2 10+	23.13	150.37	27,367
Tech Facilitator	28.51	185.31	33,726

2022-2023			
Step	Hourly 6.5 hours	Daily 182 Days	Annual Salary
1	15.30	99.45	18,100
2	15.76	102.44	18,644
3	16.23	105.50	19,200
4	16.72	108.68	19,780
5	17.22	111.93	20,371
6	17.74	115.31	20,986
7	18.27	118.76	21,613
8	18.82	122.33	22,264
9	19.38	125.97	22,927
Class 2 1-4	22.46	146.00	26,573
Class 2 5-9	23.13	150.33	27,361
Class 2 10+	23.60	153.38	27,914
Tech Facilitator	29.08	189.01	34,401

2023-2024			
Step	Hourly 6.5 hours	Daily 182 Days	Annual Salary
1	15.61	101.47	18,467
2	16.07	104.46	19,011
3	16.56	107.64	19,590
4	17.05	110.83	20,170
5	17.56	114.14	20,773
6	18.09	117.59	21,400
7	18.63	121.10	22,039
8	19.19	124.74	22,702
9	19.77	128.51	23,388
Class 2 1-4	22.91	148.92	27,104
Class 2 5-9	23.59	153.34	27,908
Class 2 10+	24.07	156.44	28,473
Tech Facilitator	29.66	192.79	35,089

Bargaining unit employees will be paid their compensation in twenty-six (26) payments. The equalized pay shall consist of twenty-six (26) equalized pay periods. Other compensation options will no longer be offered. Employees must submit time sheets for any additional hours beyond their regular weekly schedule.

Longevity:

10-15 years	\$400
16-20 years	\$500
21-24 years	\$750
25-29 years	\$1,000
30+ years	\$1,200

Longevity shall be paid in the last pay period of each fiscal year for the number of years actually worked.

Employees hired prior to July 1, 2017 shall be eligible for a stipend of eight hundred dollars (\$800) for assignments in the Alternative Classroom/Crossroads. Employees hired after July 1, 2017 shall not be eligible for this stipend.

Assignments and designation of eligibility for the Severe Special Needs/Behavioral Intervention salary schedule will be made annually. Paraprofessionals who are designated by the Special Education Director and approved by the Superintendent as Severe Special Needs/Behavioral

Intervention Paraprofessionals and/or Preschool Paraprofessionals will be paid based upon the applicable salary schedule above.

The District will make every reasonable effort to secure substitutes off the Teacher Substitute List. Paraprofessionals may be assigned to substitute for teachers. Paraprofessionals will not be assigned to a building not supervised by their Principal.

For payroll purposes, a paraprofessional at the elementary or middle school will be compensated at the rate of \$5 for each hour that the paraprofessional is assigned to substitute for a teacher. If a paraprofessional substitutes for less than one-half hour, he/she will be paid \$2.50, and if over one-half hour but less than one hour he/she will be paid \$5.

For payroll purposes, a paraprofessional at the high school will be compensated at the rate of \$7.50 per block for each block that the paraprofessional is assigned to substitute for a teacher. If a paraprofessional substitutes for less than one-half of a block, he/she will be paid \$3.75, and if over one-half block but less than a full block he/she will be paid \$7.50.

In the event that a paraprofessional supervises Saturday School, he/she will be paid the same rate as a teacher.

If a paraprofessional assumes the duties of another paraprofessional in a higher category, he/she will receive the higher rate of pay (hourly).

Teacher Assistants are hired by the School Committee at Step 1 of the Wage Scale. The Teacher Assistant must remain in Step 1 for the first school year of employment. If the Teacher Assistant was employed for at least 75% of the school year in Step 1, then, if the Teacher Assistant is rehired, he/she will move to Step 2 in the second year of employment. In the event that the 75% of a school year is not achieved by the end of the school year but is prior to February 1 of the following school year, the paraprofessional will be placed at Step 2 as of February 1 of that year.

APPENDIX B-1

SOUTHWICK-TOLLAND-GRANVILLE REGIONAL SCHOOL DISTRICT DRUG AND ALCOHOL POLICY

1. The School Committee hereby notifies employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substance or alcohol is prohibited in the Southwick-Tolland-Granville Regional School District. Violation of such prohibition can lead to dismissal.
2. An ongoing drug and alcohol free awareness program is established to inform employees about:
 - The dangers of drug or alcohol abuse in the workplace;
 - The Southwick-Tolland-Granville Regional School District's policy of maintaining a drug and alcohol free workplace;
 - Any available drug and/or alcohol counseling, rehabilitation and employee assistance programs; and
 - The penalties that may be imposed upon employees for drug and/or alcohol abuse violations occurring in the workplace or outside the workplace.
3. As a condition of continuing employment all employees will:
 - Abide by the terms of this policy; and
 - Notify the Southwick-Tolland-Granville Regional School District, in writing, of any criminal drug and/or alcohol statute conviction for a violation occurring in the workplace (e.g., Southwick-Tolland-Granville Regional School District) while conducting school department business, or a violation occurring outside the workplace, no later than five (5) calendar days after such conviction.
4. The Southwick-Tolland-Granville Regional School District will notify any agency granting funds to the Southwick-Tolland-Granville Regional School District, in writing, within ten (10) calendar days after receiving notice under subparagraph (3), from an employee or otherwise receiving actual notice of such conviction.
5. The Southwick-Tolland-Granville Regional School District will take one of the following actions, within thirty (30) calendar days of receiving notice under sub-paragraph (3), with respect to any employee who is so convicted.
 - Taking appropriate personnel action against such an employee, up to and including termination; or
 - Requiring such employee to participate satisfactorily in a drug and/or alcohol assistance or rehabilitation program approved for such purposes by the federal, state or local health, law enforcement or other appropriate agency. If a court orders an employee to participate in a drug and/or alcohol abuse assistance or rehabilitation program, the Southwick-Tolland-Granville Regional School District may deem such order an acceptable alternative. (Discipline will be taken in accordance with existing collective bargaining contracts and/or personnel policy practices.)
6. Each employee is given a copy of this policy annually.

This is to certify that I have received and read the Drug and Alcohol Policy adopted by the Southwick-Tolland-Granville Regional School District. I understand that this acknowledgement and agreement are required as a condition of continued employment.

Signature of Employee

Date

APPENDIX B-2

**SOUTHWICK-TOLLAND-GRANVILLE REGIONAL SCHOOL DISTRICT
EMPLOYEE CONVICTION/DISPOSITION REPORT**

THIS REPORT MUST BE FILED WITH THE SUPERINTENDENT OF SCHOOLS NO LATER THAN FIVE (5) DAYS FOLLOWING ANY CONVICTION (INCLUDING PLEAS OF GUILTY, NOLO CONTENDERE, OR ANY OTHER DISPOSITION) WHICH DOES NOT RESULT IN AN ACQUITTAL OF VIOLATING A CRIMINAL DRUG OR ALCOHOL STATUTE, ARISING FROM EITHER WORKPLACE CONDUCT OR CONDUCT OUTSIDE OF THE WORKPLACE, FAILURE TO SO REPORT TO THE SUPERINTENDENT, WITHIN FIVE (5) DAYS MAKES YOU LIABLE TO DISCIPLINARY ACTION, UP TO AND INCLUDING TERMINATION. (DISCIPLINE WILL BE TAKEN IN ACCORDANCE WITH EXISTING COLLECTIVE BARGAINING CONTRACTS AND/OR PERSONNEL POLICY PRACTICES.)

EMPLOYEE NAME: _____

SCHOOL: _____

POSITION: _____ DATE HIRED: _____

I hereby report that I was convicted of, or plead guilty to/nolo contendere to, the following violation of a criminal drug or alcohol statute arising from workplace conduct or conduct outside of the workplace. (Describe violation, when and where it happened):

This conviction/disposition was entered in the following court at the date shown.

COURT: _____ DATE: _____

TODAY'S DATE: _____

I understand that within thirty (30) days of today's date, the Southwick-Tolland-Granville Regional School District must either discipline me, including the possibility of terminating me, or refer me for participation in an authorized drug and/or alcohol abuse assistance or rehabilitation program. If referred, and accepted by, I must satisfactorily take part in the program to continue my employment in the Regional School District. If a court orders an employee to participate in a drug and/or alcohol abuse assistance or rehabilitation program, the Southwick-Tolland-Granville Regional School District may deem such order an acceptable alternative. (Disciplinary action in accordance with existing collective bargaining contracts and/or personnel policy practices.)

_____ Disciplinary Action

_____ Drug and/or Alcohol Abuse Assistance or
Rehabilitation Program

Signature: _____

Date: _____