

MEMORANDUM OF AGREEMENT

The Negotiating Subcommittee of the Shrewsbury School Committee (hereinafter “the Committee”), acting subject to the ratification of this Memorandum of Agreement (hereinafter “the Agreement”), by the School Committee to whom the Subcommittee agrees to recommend acceptance, and the Negotiating Team of the Shrewsbury Paraprofessional Association (“the Association”), acting subject to ratification of this Agreement by the membership of the Association, to whom the Negotiating Team agrees to recommend acceptance, hereby mutually agree to the following terms and conditions of settlement for the successor collective bargaining agreement that will be in effect for the three-year period from August 27, 2018 through August 26, 2021.

1. All terms and provisions of the predecessor Collective Bargaining Agreement that was effective from August 31, 2015 to August 26, 2018 shall, except as modified by the terms of this Memorandum, be extended for a three-year period August 27, 2018 through August 26, 2021.
2. All references to dates in the successor Collective Bargaining Agreement shall be changes to reflect the terms of the successor Agreements unless otherwise provided for in this document.
3. Article II, Section C(8): Revise the language as follows:

“The COMMITTEE will vote to accept the provisions of G.L. Chapter 180, Section 171. ~~Employees may authorize the COMMITTEE to deduct from their salary a contribution to Voice of Teachers for Education of an amount which the employee shall specify in writing.~~ The COMMITTEE will certify on the payroll the amount to be deducted by the Treasurer. Such amounts shall be transmitted to the Massachusetts Teachers Association within thirty (30) days.”
4. Article III, Section B(2)(A): Revise language to read as follows:

5. All ABA Techs shall have one half hour daily of paid ~~uninterrupted preparation~~ **case management** time for the purpose of preparation and/or record keeping **to be scheduled by the ELC Coordinator or another administrator at the discretion of their ELC Coordinator or other administrator. This discretion shall not be applied arbitrarily and shall be used only in cases of student academic need, lack of coverage within the ELCs, and/or change in data collection requirement. In the instance where an ABA Tech is not given at least three (3) case management time periods per week and that ABA Tech is unable to complete their data collection that same week, they will not be disciplined for failure to complete data collection tasks that week.**

In addition, ABA Techs who miss their scheduled case management time due to tardiness, use of personal time, or use of sick or family sick time, or any other paid or unpaid time off shall not be eligible for case management time that day.

6. Article III, Section B(5): Delete the current language and replace with the following language:

Staff Meeting: Effective with the 2018-2019 school year paraprofessionals will be invited to attend a total of ninety (90) minutes of staff meeting time during the course of the school year. Attendance, while strongly encouraged, is not required. Each building will schedule the meetings either before and/or after school. The principal will consult with the paraprofessional building leadership before scheduling if the time will be before or after school. In some cases, the meeting(s) may coincide with the regular teacher faculty meeting. Time for attending the meeting will be paid time at the paraprofessional's regular rate of pay. If the paraprofessional does not attend the meeting the paraprofessional is still responsible for following up with another paraprofessional to be sure he/she is updated on the agenda items discussed at the meeting.

7. Article III, Section C(1): Revise first paragraph to read as follows:

The work year for all employees will consist of the student days, consistent with the school calendar, and the one (1) non-student day at the start of the school year **and one (1) mandatory professional development day, to be determined by the Director of Special Education.** Part-time staff will be required to work the full day on the non-student day at the start of the school year **and the one (1) professional development day.** Part-time staff will be paid for the additional time, if any, worked on this non-student day.

8. Article III, Section C(1): Revise second paragraph to read as follows:

ABA Technicians are required to work a summer program, the length of which is determined by the Director of Special Education **or designee. However, ABA Technician may request all or a portion of the summer off as unpaid and such requests will be granted at the sole discretion of the Director of Special Education or designee. Requests must be made in writing by May 1.**

9. Article III, Section C(2): Revise the language to read as follows:

Every effort will be made to notify ABA Technicians by April 15 as to the dates of the summer program. Every effort will be made to notify ABA Technicians by June 1 as to the hours and location of the summer program. **In the event that some ABA Technicians request and receive all or a portion of the summer off as unpaid at the sole discretion of the Director of Special Education or other special education administrator, remaining ABA Technicians will be assigned to students based on student needs. All ABA Technicians who wish a summer assignment will be assigned to one as either an ABA Technician or a Child Specific Aide at their current rate of pay, although their specific student/program assignment will be at the sole discretion of the Director of Special Education or designee.** In the event an ABA Technician is not assigned to the summer program due to the student's Individual Education Plan (IEP), the ABA Technician will be offered the opportunity to work the summer program as a Child Specific Aide or floater, while still receiving the pay and benefits of his/her regular ABA Technician position. These assignments will be based on seniority. An ABA Technician who is not assigned to the summer program due to the student's IEP not providing a summer component, will have the option not to work the summer program for the specific year.

10. Article III, Section G(1): Revise language to read as follows:

When vacancies in bargaining unit positions occur, notice of said vacancies shall be posted as soon as district is made aware of the vacancy. Staff will be electronically notified by email of the posting on the District's website. The posting period will be seven (7) calendar days. Written notice of such vacancies shall also be given to the Association President at the same time. **If a Unit D paraprofessional who has requested a transfer into the posted position is selected to fill the position, the actual transfer will not occur until the start of the following school year,** unless mutually agreeable by both the receiving and sending principals, ~~the actual transfer will not occur until the start of the following school year.~~

11. Article III, Section G(4): Revise first paragraph to read as follows:

When there is a vacancy available, it will be filled by an appropriate candidate at the discretion of the hiring administrator. However, if the two strongest final candidates are both bargaining unit members with the same qualifications, the current ~~If more than one qualified bargaining unit member applies the employee may choose which bargaining unit member is selected for the vacancy, based on qualifications. In the event there are equal qualifications, the bargaining unit member who is most senior shall be awarded the position. Upon written request a Paraprofessional will be notified in writing as to the reason why s/he did not receive the requested transfer.~~

12. Article III, Section H: Delete section and renumber remaining sections

13. Article IV, Section B: Revise first paragraph of section as follows:
- Paraprofessionals will be provided one full day of mandatory training for all staff early in the school year. All staff hired after that date will be **provided training as assessed by administration during the remainder of the year**~~provided a "catch-up" mandatory full day of training dates once they have been scheduled on the calendar.~~
14. Article V, Section A(5): Revise the first sentence of the section to read as follows:
- "Personal days will be converted into hours, in proportion to the regular work schedule of the employee."
15. Article V, Section B(2): Revise the current language to read as follows:
- Up to five (5) school days at any one time in the event of death in the immediate family. Immediate family is construed to include only parent, parent-in-law, grandparent, grandchild, wife, husband, domestic partner, child, stepchild, brother or sister, or person residing in the immediate household as approved by the Superintendent of Schools. Three (3) days shall be provided in the event of death of a brother-in-law, sister-in-law. Two (2) days shall be provided in event of the death of a **aunt, uncle**, son-in-law or daughter-in-law. One (1) day shall be provided in the event of the death of an extended family member not listed above. **In the event the funeral services are not held immediately after the death, the bereavement leave may be scheduled to better coincide with the funeral services.**
16. Article V, Section B(4): Revise the final sentence of the section to read as follows:
- The paraprofessional will arrange for his/her own coverage **in consultation with the Principal of that school** for any scheduled duty assignment that will be missed as a result of such attendance.
17. Article V, Section C, first paragraph: Revise current language as follows:
- The purpose of paid sick time is to provide a continuation of income to Paraprofessional employees whose absences from work is necessitated by their personal illness or in the case of family illness, the illness of an immediate family member which requires the paraprofessional employee to provide direct care for this immediate family member. Sick leave provided by the district is to be used for the purposes intended. ~~Abuse of the sick leave privilege affects the students, other staff, the school, and the district as a whole. Even though an employee may have accrued sick leave, you should keep in mind that the use of this benefit is permissive and not a right of employment. Sometimes employees will remain at home simply because they do not feel well. Please be sure that you know the difference between sickness and not feeling well.~~
18. Article V, Section C(2)(b): Add the following sentence to the end of the section:

“In cases where the circumstances would qualify for FMLA Leave, an additional three (3) days may be utilized.”

19. Article V, Section C(8): Revise current language as follows:

Use of sick leave time for medical appointments. Regularly scheduled medical appointments for wellness visits are an appropriate use of personal leave. These absences are not to be reported as sick leave or family sick leave. However, if, as a result of a wellness visit, the employee receives instructions from the physician that an additional time sensitive test/procedure/appointment is necessary, the time for this time-sensitive absence can be either sick time or personal time at the discretion of the employee. In cases where an employee reports to work when not feeling well but then, as the day progresses, the employee calls for a same day doctor appointment, it is appropriate to use either sick leave or personal leave, at the discretion of the employee. An employee who has been out of work for at leave five (5) consecutive school days due to illness and has a scheduled follow-up appointment with the physician within seven (7) work days after returning to work may utilize either sick leave or personal leave, at the discretion of the employee, for the follow-up appointment. ~~An absence where an employee needs to transport an immediate family member to a medical appointment is generally personal time. However, in cases where the transportation is necessitated by the medical appointment/procedure rendering the family member unable to drive, the employee may utilize either family sick time or personal leave, at the discretion of the employee.~~ **Absences where an employee needs to transport an immediate family member to a medical appointment will be reported as personal time or family sick time, at the discretion of the employee.**

20. Article VI: Delete current language and replace with the following language:

“Evaluation should be a continuous and cooperative process between the evaluator and the paraprofessional. The evaluation should place emphasis on assisting the paraprofessional in achieving growth that is consistent with the philosophy, goals, and objectives of the Shrewsbury School System. Each paraprofessional shall be given a copy of their evaluation and shall be afforded the opportunity to discuss the same with his/her supervisor. The paraprofessional shall be given the opportunity to prepare a written response, which shall be shared with the supervisor and forwarded to the Human Resources department for inclusion in the employee’s personnel file. Evaluations will give paraprofessional staff timely notice of any serious complaints received about them from staff, students, or parents, and will provide the paraprofessional an opportunity to meet and discuss the concern with their evaluator to provide their own perspective on the complaint. If a complaint results in personnel action, the paraprofessional shall have the right to prepare a written response which shall be included in their personnel file. Evaluations can be completed during the school year anytime between January 2 and June 15. Paraprofessionals with three or more years of experience may be evaluated every other year, unless the paraprofessional changes positions or schools, as the evaluator’s discretion.”

21. Article VIII, Section B: Revise the section to read as follows:

A paraprofessional who upon the request of the principal/assistant principal/departement director, substitutes for a teacher shall receive a stipend of ~~\$2.75~~ **\$4.00** an hour **or period**, ~~after the first hour each week~~ **for substituting for a full hour or full period**, in addition to his/her regular pay. If the school operates on a certain number of periods, the stipend will be paid on a per period basis. The substitute time will be cumulative during the week. ~~Should an employee cover more than one hour or one period in a week, pay shall be retroactive through the first hour or period. Effective with the 2013/2014 school year the stipend will increase to \$3.00 per hour or period. Effective with the 2014/2015 school year the stipend will increase to \$3.25 per hour or period. Effective with the 2015/2016 school year, the stipend will increase to \$3.50 per hour or period. Effective with the 2016/2017 school year, the stipend will increase to \$3.75 per hour or period. Effective with the 2017.2018 school year, the stipend will increase to \$4.00 per hour or period.~~ A part-time paraprofessional who elects to serve as a substitute teacher on a scheduled non-work day will only receive his/her regular pay of a substitute teacher.

22. Appendix A: Eliminate the Media Aides salary scale and move all existing Media Aides to the Tutor Pay Scale.

23. Appendix A: Adjust the ABA Tech pay schedule each year as follows:

Year 1 (August 27, 2018 – August 26, 2019) Increase of 2.5% applied to steps and lanes in the ABA Tech pay schedule only.

Year 2 (August 27, 2019 – August 26, 2020): Increase of 2.25% applied to steps and lanes in the ABA Tech pay schedule only.

Year 3 (August 27, 2020 – August 26, 2021): Increase of 2% applied to steps and lanes in the ABA Tech pay schedule only.

24. Appendix A: Adjust all non-ABA Tech salary schedules each year as follows:

Year 1 (August 27, 2018 – August 26, 2019) Increase of 2% applied to steps and lanes in Appendix A.

Year 2 (August 27, 2019 – August 26, 2020): Increase of 2% applied to steps and lanes in Appendix A.

Year 3 (August 27, 2020 – August 26, 2021): Increase of 2% applied to steps and lanes in Appendix A.

25. The Superintendent agrees to meet with the Association prior to January 1, 2019 to discuss the previously agreed upon revised job descriptions.

For the Shrewsbury Education Association

For the Shrewsbury School Committee

Noreen Christie

Sandra M. Faye

David Long

John White

August 20, 2018
Date

8-20-18
Date

