

COLLECTIVE BARGAINING
AGREEMENT – UNIT C

GILL-MONTAGUE EDUCATION ASSOCIATION
&
GILL-MONTAGUE REGIONAL SCHOOL
COMMITTEE

2019 - 2022

Table of Contents

| | |
|---|----|
| RECOGNITION | 3 |
| DURATION | 3 |
| MANAGEMENT RIGHTS | 4 |
| NO STRIKE | 4 |
| GRIEVANCE PROCEDURE..... | 5 |
| WORKING HOURS AND CONDITIONS | 7 |
| COMPENSATION | 10 |
| VACANCIES..... | 14 |
| ACCIDENT & INSURANCE | 15 |
| TRAVEL REIMBURSEMENT..... | 16 |
| LEAVES OF ABSENCE | 17 |
| NON-DISCRIMINATION..... | 22 |
| NOTICE OF RESIGNATION | 23 |
| HOLIDAYS | 23 |
| REDUCTION IN FORCE | 24 |
| SENIORITY | 26 |
| PROFESSIONAL DEVELOPMENT | 26 |
| RETIREMENT | 28 |
| ASSIGNMENTS & TRANSFERS | 28 |
| DEDUCTIONS | 29 |
| PERSONNEL EVALUATIONS(A)..... | 30 |
| PERSONNEL EVALUATIONS(B)..... | 31 |
| PERSONNEL ACTIONS AND PERSONNEL FILES | 32 |
| CORI CHECKS AND FINGERPRINTING | 33 |
| JOINT LABOR-MANAGEMENT COMMITTEE..... | 33 |
| ENTIRE AGREEMENT..... | 34 |
| SIGNIFICANT SPECIAL NEEDS..... | 34 |
| SAVINGS CLAUSE | 36 |
| | |
| APPENDIX A..... | 37 |
| APPENDIX B..... | 41 |
| APPENDIX C..... | 45 |
| APPENDIX D..... | 48 |
| APPENDIX E..... | 52 |
| APPENDIX F..... | 53 |

ARTICLE I
RECOGNITION

The Gill-Montague Regional School Committee (hereinafter referred to as the "Committee" or the "Employer") recognizes the Gill-Montague Education Association/Massachusetts Teachers Association/National Education Association (hereinafter referred to as the "Association") as the exclusive bargaining agent and representative of all members of the collective bargaining unit, also known as "Unit C," for the purposes of collective bargaining with respect to wages, hours, and other conditions of employment, the negotiation of collective bargaining agreements, and any questions arising there under, as defined in Chapter 150E of the General Laws of the Commonwealth. Unit C shall consist of: all full-time and regular part-time administrative assistants, information technology support specialists, *certified occupational therapist assistants, licensed practical nurses, speech-language pathology assistants, certified nursing assistants, and paraprofessionals (including bi-lingual paraprofessionals) employed by the Committee, and excluding the Business Office Manager, the Administrative Assistant to the Superintendent, all managerial, confidential, and casual employees, and all other employees.

ARTICLE II
DURATION

- A. This Agreement shall become effective July 1, 2019, and shall remain in full force and effect until June 30, 2022.
- B. Not later than January 15 of the calendar year in which this Agreement expires, either party may give written notice to the other that it desires to negotiate the terms of a successor Agreement or modify this Agreement. Upon receipt of such written notice, the parties agree to meet and confer for the purpose of negotiating a new Agreement.
- C. If a successor Agreement is not executed before the expiration date of the existing Agreement, the existing Agreement will remain in full force and effect after its expiration date until a new Agreement is executed.
- D. The parties agree to meet promptly to negotiate changes to this Agreement as required by law.

ARTICLE III
MANAGEMENT RIGHTS

Except as expressly provided otherwise by this Agreement, or by Chapter 736 of the Act of 1965 or any subsequent laws, the determination and administration of school policy, the operation of the schools and the direction of the employees are vested exclusively in the School Committee and its agents as designated by law. The administration and execution of provisions of this paragraph will be carried out by the Superintendent of Schools or his/her agents as designated by law as executive officer of the School Committee. The management of the school system and the direction of the working force, including the right to plan, direct and control operations; to schedule and assign duties to employees; to determine the curriculum, textbooks, instructional supplies and schedules; to establish standards and to maintain the efficiency of employees; to establish and require employees to observe School Committee rules and regulations; to hire, lay off or relieve employees from duty; to maintain order and to suspend, demote, discipline and discharge employees for just cause, are recognized, reserved rights of the School Committee. The foregoing enumeration of School Committee rights shall not be deemed to exclude other rights of management not specifically set forth; the School Committee, therefore, retaining all rights not restricted by this Agreement. The exercise by the School Committee of any of the foregoing rights shall not alter any of the specific provisions of this Agreement, nor shall they be used to discriminate against any member of the bargaining unit.

ARTICLE IV
NO STRIKE

During the term of this Agreement, the parties hereto agree that there shall be no strikes of any kind whatsoever, work stoppages, withholding of services, slowdowns, or interference with or interruption of the operation of the School Department by any employee or the Association. Nor shall there be any strike or interruption of work during the term of this Agreement because of any disputes or disagreements between any other persons, employers, associations or unions who are not signatory parties to this Agreement.

Employees who violate this provision shall be subject to disciplinary action, including discharge for just cause, and any claim by either party against the other of a violation of this Article shall be subject to arbitration as provided for elsewhere in this Agreement.

If the School Committee claims the Association has violated any provisions of this Article, it may present such claim to the Association, in writing, and if the parties fail to settle it within ten (10) calendar days, the School Committee may submit the dispute to arbitration under the provisions of Article V.

In the event of a strike as defined above, the School Committee reserves the right to immediately pursue all necessary legal courses of action.

ARTICLE V **GRIEVANCE PROCEDURE**

- A. A grievance is hereby defined to mean a claim by an employee of an alleged violation involving the meaning, interpretation or application of this Contract. A grievance will be in writing as to the nature of the alleged violation.
- B. Failure at any Level of this procedure to communicate the decision of a grievance within the specified time limits to the aggrieved employee and to the President of the Association will permit the aggrieved party or parties to proceed to the next Level.
- C. Failure at any Level of this procedure to appeal the grievance to the next Level within the specified time limits will be deemed to be acceptance of the decision rendered at that Level.
- D. A grievance that affects a class of employees, consisting of two (2) or more employees, may be submitted in writing by the Association to the Superintendent directly, and the processing of such grievance shall be commenced at Level Two.
- E. If any employee covered by this Contract presents any grievance without representation by the Association, the disposition, if any, of the grievance will be consistent with the provisions of this Contract. The Association may be present at each level of the grievance and, when present, will be given the opportunity to state the views of the Association regarding the grievance.
- F. No reprisals of any kind will be taken by any party of this Contract against any party in interest, any witness, any member of the Personnel Committee of the Association, or any other participant in the grievance procedure by reason of such participation.

LEVEL ONE

An employee with a grievance will, with or without an Association representative, present the grievance to the employee's immediate supervisor and/or the Principal within fourteen (14) calendar days of the day of the event upon which the grievance is based or from the date when the employee had or should have had knowledge of the event. Any meeting with reference to the above will be held during non-school hours.

LEVEL TWO

In the event that the grievance has not been resolved satisfactorily at Level One, or in the event that no decision has been reached within fourteen (14) calendar days after the presentation of the grievance to the immediate supervisor and/or Principal, the grievance shall be reduced to writing and referred to the Superintendent of Schools within fourteen (14) calendar days of the disposition under Level One.

LEVEL THREE

In the event that the grievance has not been resolved satisfactorily at Level Two, or in the event that no decision has been reached within fourteen (14) calendar days after the Level Two meeting, the grievance shall be reduced to writing and referred to the School Committee within fourteen (14) calendar days. At the next regular School Committee meeting or at a special meeting called for the purpose of considering the grievance, the School Committee will meet with the Association in an effort to settle the grievance.

LEVEL FOUR

1. In the event that the grievance has not been resolved satisfactorily at Level Three, or in the event that no decision has been rendered within fourteen (14) calendar days after the Level Three meeting, the moving party must file a written demand with the American Arbitration Association within twenty (20) calendar days of receipt of the disposition under Level Three of the unsettled grievance. The arbitrator will be selected by agreement between the parties. If the parties are unable to agree upon an arbitrator, the selection will be made by the American Arbitration Association, in accordance with its rules and regulations.
2. The arbitrator will be without power or authority to modify or alter the terms of the contract.
3. The decision of the arbitrator will be in writing and will be rendered within thirty (30) calendar days after the hearing is declared closed. This decision will be final and binding on both parties.
4. The costs of the services of the arbitrator will be borne equally by the School Committee and the Association, unless the parties mutually agree otherwise.
5. Employees have the right to be represented by an attorney, a member of the Association, or to represent themselves.
6. Only the Association may file for arbitration, not an individual employee.

7. The parties to this collective bargaining agreement recognize the "exclusive remedy" provisions of M.G.L. Chapter 150E, Section 8 and the amendment to M.G.L. Chapter 71 providing some educational employees the right to access a statutory arbitration procedure. The parties further agree that an employee who is subjected to disciplinary action, where such disciplinary action can be reviewed by an arbitrator appointed by the Massachusetts Department of Education pursuant to M.G.L. Chapter 71 or through this Article, may pursue an appeal of his/her grievance through either the grievance procedure or such state appointed arbitrator. The parties further agree that whichever arbitration forum in which review of a disciplinary action is first requested will be the exclusive method for the resolution of such dispute, foreclosing access to the other arbitration forum.

ARTICLE VI

WORKING HOURS AND CONDITIONS

A. Paraprofessionals

1. All employees covered by this Agreement working six (6) hours or more per day will be entitled to a continuous thirty (30) minute lunch period without pay. Employees will be free to leave the building during their duty-free lunchtime.
2. Whenever an employee performs more than forty (40) hours of actual work in one (1) week, with prior written approval by the Principal or immediate supervisor, he/she shall be compensated at one and one-half (1½) times his/her regular rate of pay for all the time worked beyond the forty (40) hours.

In the case of Interventionists, when time is added for day one hundred eighty-five (185) or to "make-up" for shortened days, they may go over forty (40) hours and into the "overtime" category. Whenever possible, the additional hours will be scheduled during a shortened week rather than on a week that would cause an overtime situation.

3. If an employee accompanies a class on a field trip as part of his/her work assignment, s/he will be compensated at his/her regular rate of pay for all hours worked, including travel to and from the event. The hours will be included in the calculation of the total hours of actual work in the week.

4. When directed by school administration, paraprofessionals are required to attend and participate in departmental meetings, team meetings and perform duties prior to and after school, specific hours may be adjusted to meet the individual employee's assigned workday. Paraprofessionals will be compensated for any additional hours.
5. Administrators shall assign duties as equitably as possible.
6. With the exception of Administrative Assistants and Technology Specialists, all bargaining unit members are contracted to report for work on one hundred and eighty-four (184) work days. This includes working half days on four (4) parent-teacher conference days. The work year begins three (3) work days prior to the arrival of students and shall include one (1) district-designated in-service day on turn around day. The last full work day will be on the last day for students.
7. Paraprofessionals will be provided at least thirty (30) minutes of individual preparation time per week. Paraprofessionals will not be responsible for direct service with students during that time.
8. Paraprofessionals assigned to work with students who have a need for continuity, such as, but not limited to, Life Skills children or kindergarten children, will work 6.5 hours a day. If a transfer occurs during the school year and a Paraprofessional is unable to work 6.5 hours, a reassignment will be made.

B. Administrative Assistants

1. The normal workweek for full-time bargaining unit members is thirty-seven and a half (37½) hours per week.
2. The normal work week for the Administrative Assistant to the Director of Teaching and Learning will be up to forty (40) hours per week.
3. All employees covered by this Agreement who work at least six (6) hours per day will be entitled to a continuous thirty (30) minute lunch period without pay. Employees will be free to leave the building during their duty-free lunchtime.
4. Whenever an employee performs more than forty (40) hours of actual work in one (1) week, with prior written approval by the Principal or immediate supervisor, he/she shall be compensated at one and one-half (1½) times his/her regular rate of pay for all the time worked beyond the forty (40) hours.

5. Administrative assistants will be employed on either twelve (12) month or "school year" basis, depending on their assignment. A twelve (12) month assignment, including holidays and vacation days, will be two hundred sixty one (261) days. For "school year" assignments, the length of the work year, not including holidays, will be as follows:

Gill Elementary – 195 days plus holidays

Hillcrest Building – 195 days plus holidays

TFHS Guidance Adm. Asst. – 213 days plus holidays

C. Information Technology Support Specialists

1. The normal workweek for full-time bargaining unit members is forty (40) hours per week/eight hour day between the hours of 7:00 a.m. and 4:30 p.m. The Information Technology Support Specialists will share up to a total of twelve (12) events outside of their regular schedule, but within their regular work week (i.e., Monday through Friday), without additional compensation beyond their per diem pay. On those days, the Information Technology Support Specialist's schedule will be adjusted accordingly to accommodate the event within a scheduled eight (8) hour work day. Notification of the change in schedule will be made at least seven (7) calendar days in advance. If seven (7) calendar days' notification is not possible, the Information Technology Support Specialists will be offered the work first. If the Information Technology Support Specialists refuse to accept the work, then the Network Manager or other non-bargaining unit employee will perform the work. Any scheduled event beyond the twelve (12) events will be in addition to their regular work day, and Information Technology Support Specialist(s) working the event will be compensated at their hourly rate. The District may require Information Technology Support Specialists to attend the events for the period of time assigned (except as noted above if less than seven (7) calendar days notice is provided). The District will provide the Information Technology Support Specialists with training to perform the duties required at the events, if necessary. The training may occur during or after the regular work day, and the Information Technology Support Specialists will be compensated at their hourly rate.
2. If the Information Technology Support Specialist chooses to voluntarily work through lunch he/she will be compensated for his/her time and the work day will be adjusted accordingly.
3. Whenever an employee performs more than forty (40) hours of actual work in one (1) week, with prior written approval by the Technology Director, he/she shall be compensated at one and one-half (1 ½) times

his/her regular rate of pay for all the time worked beyond the forty (40) hours.

4. Whenever an Information Technology Support Specialist is required to work on a holiday, she/he will be paid double his/her regular rate of pay for all hours worked on the holiday.
5. In the event that work normally assigned to Information Technology Support Specialists is also being done by the Network Manager, no Information Technology Support Specialist will have his/her work hours or work year reduced.
6. Information Technology Support Specialists will be employed on either a twelve (12) month or "school year" basis, depending on their assignment. A twelve (12) month assignment, including holidays and vacation days, will be two hundred sixty one (261) days. For "school year" assignments, the length of the work year, not including holidays, will be one hundred ninety-five (195) days plus holidays.

NOTE: The parties agree that the Information Technology Support Specialists' job description will be revised to reflect the required event duties. The parties also agree that the Network Manager is not a member of the bargaining unit, and will be permanently excluded from the bargaining unit.

ARTICLE VII **COMPENSATION**

A. Wage Schedule

The wage schedules for paraprofessionals, administrative assistant, and information technology support specialist employees are set forth in Appendices and attached hereto and made part of this Agreement.

B. Placement/Advancement

Placement of new employees on the wage schedule shall be at the discretion of the Superintendent in accordance with related education, work experience or both.

All new employees serve a ninety (90) day probationary period, during which employees may access health insurance benefits. Employees may not access any other benefits during this ninety (90) day period; however, they may accrue sick leave which they can access retroactively once the ninety (90) day period has lapsed.

Advancement on the wage schedule is based on continued satisfactory service and demonstrated improvement of service as determined by the administration and reflected in the employee's personnel evaluation. Any employee whose step increase is withheld under the provisions of this section will have the right to be heard by the Superintendent.

C. Equalized Pay Option

The original pay scales will be identified as "Pay Scales A, B, and C." In order to qualify for the equalized pay option, an employee must be employed by the District for one full school year, work a minimum of twenty (20) hours or more per week and must have accrued a minimum of ten (10) sick days.

Employees electing the equalized pay option will be paid under the equalized pay formula for all regularly scheduled hours. See appendices.

For any authorized time worked beyond their regularly scheduled hours per week, up to a total of forty (40) hours, employees will be paid under Pay Scales A, B, or C, as applicable.

For any authorized overtime beyond forty (40) hours, employees will be paid at one and one half (1.5) times their hourly rate under Pay Scales A, B, or C, as applicable.

The pay option selected by the employee will be in effect for the current school year.

The employee is responsible for recording additional authorized time on the biweekly timesheet with their designated timekeeper.

In the event of a snow day, early release, delay, or cancellation, employees who have opted for the equalized pay option must make up the missed time prior to the conclusion of the work year.

D. Longevity

Longevity payments are based on consecutive years of service to the District. All employees who work twenty (20) hours or more a week shall be eligible.

1. The longevity pay schedule below will be applied to all members of the bargaining unit:

| | |
|---------------------------|-----------------------|
| After 10 years of service | \$500 at all grades |
| After 15 years of service | \$1,000 at all grades |
| After 20 years of service | \$1,500 at all grades |
| After 25 years of service | \$1,700 at all grades |

Employees hired prior to January year 1 the employee would be eligible for a year of service.

2. Longevity payments will be made in one (1) lump sum payment by the ninetieth (90th) school day. If an employee leaves employment prior to the end of the school year, their longevity pay will be prorated in accordance with the number of days worked in that school year, and any excess will be deducted from the final paycheck.

E. Earned Vacation Pay

1. All twelve (12) month employees will be eligible for vacation pay in accordance with the following schedule:

| | |
|---------------------------|-----------------|
| After 1 year of service | 10 working days |
| After 5 years of service | 15 working days |
| After 10 years of service | 20 working days |
| After 20 years of service | 25 working days |

2. Any twelve (12) month employee hired after July 1st will receive .83 days of vacation for each month worked up to June 30th, to a maximum of ten (10) days.
3. Any twelve (12) month employee leaving employment before June 30th will receive accrued vacation pay in accordance with the number of days worked in that school year.
4. Any twelve (12) month employee may use up to one (1) week of earned vacation [five (5) working days] at times that are not coincidental to school vacation periods.
5. All vacation schedules are subject to approval of the administrator.
6. All twelve (12) month employees who normally work at least twenty (20) hours per week may use up to two (2) paid storm days in lieu of working on days that the school is closed due to inclement weather.

7. Earned vacation time must be used by the end of each fiscal year or by written authorization before the beginning of the next school year. Prior earned time not used will be forfeited by September 1st of each year.

F. Substituting for a Teacher

1. If a paraprofessional is asked to substitute for a teacher, he/she will receive his/her per diem wage plus an additional thirty five dollars (\$35) for a full day and fifteen dollars (\$15) for a half day, added to his/her pay for that day. Paraprofessionals who assume teaching responsibilities for the day will be relieved of regular paraprofessional duties for that day.
2. Paraprofessionals may submit a letter of interest in substituting for the classroom teacher to the principal at the beginning of the school year. The Principal will take this interest into consideration.

G. Interventionists

The Interventionist shall receive an annual stipend in accordance with the following scale. "Years Service" shall mean number of consecutive years in the interventionist position in the District. The stipend will be factored into their hourly wage.

| <u>Years Service</u> | <u>Stipend Amount</u> |
|----------------------|-----------------------|
| 1 – 4 years | \$ 1000 |
| 5 – 8 years | \$ 1500 |
| 9 + years | \$ 2000 |

H. Wages

1. Paraprofessionals:

- a. The Wage Schedule is set forth in Appendix A, attached hereto, and made part of this Agreement.
- b. Paraprofessionals will be placed in the following grades in accordance with their qualifications:

Base (Base salary); PASS (Pass a formal state-endorsed assessment or acquire 360 PTPs); 48 Credits (Acquire 48 or more college credits which may include Associate's Degree); Bach (Bachelor's Degree).

2. Administrative Assistants:

a. The Wage Schedule is set forth in Appendix B, attached hereto, and made part of this Agreement.

b. Administrative Assistants will be placed in the following grades as appropriate:

Grade A: All Administrative Assistants who work fewer than twelve months and therefore classified as "school year" and/or "ten-month" employees.

Grade B: All Administrative Assistants who work the full year and therefore classified as "twelve-month" employees.

3. Information Technology Support Specialists:

a. The Wage Schedule is set forth in Appendix C, attached hereto, and made part of this Agreement.

4. Certified Occupational Therapist Assistant:

a. The Wage Schedule is set forth in Appendix D, attached hereto, and made part of this Agreement.

I. All employees who normally work fewer than twenty (20) hours per week will be enrolled in an appropriate retirement contribution plan as an alternative to Social Security (FICA) coverage, as allowed under the Omnibus Budget Reconciliation Act of 1990 (OBRA).

J. Current employees receiving equalized pay in twenty-one (21) or twenty-six (26) week increments will be paid through direct deposit. Current employees on non-equalized pay are not required to use direct deposit. All employees hired on or after July 1, 2014, will be paid through direct deposit regardless of payment choice.

ARTICLE VIII
VACANCIES

A. In the case where a vacancy takes place within the District, all employees will be given adequate opportunity to make application for such positions. The Employer agrees that where the qualifications of the applicants for such positions are relatively equal, the most senior applicant already employed in the bargaining unit will be offered the position if it is felt by the Administration to be in the best interests of the child(ren), school and school district.

- B. An employee who is terminated by reason of reduction in staff shall be sent notification of any vacancy occurring between the time of termination and the opening of the next school year following the employee's termination.
- C. When a vacancy occurs for a permanent position [six (6) months or more expected duration], such a vacancy will be made known by means of a notice being posted (on a bulletin board) near the Superintendent's Office and in the schools for a period of ten (10) calendar days and by written notice to the President of the Association or designee. The qualifications for the position, its duties, and the rate of compensation shall be clearly set forth.
- D. No position will be filled on a temporary basis unless in accordance with the provisions of Sections A-C of this Article.

ARTICLE IX **ACCIDENT & INSURANCE**

Employees who work twenty (20) hours or more per week are eligible to participate in the Gill-Montague School District's group insurance program(s) as described in Sections A-D below.

- A. Employees who work twenty (20) hours or more per week are eligible to participate in the Gill-Montague Regional School District's employees' group insurance program.
- B. Employees will receive health insurance benefits through the Group Insurance Commission (GIC) in accordance with the Public Employee Committee (PEC) GIC Memorandum of Agreement between the School Committee and the PEC.
- C. Health insurance coverage for new or recalled employees: If a new or recalled employee is covered under COBRA or a "bridge insurance" plan, including the Commonwealth Connector, during the GIC required waiting period for coverage eligibility, the District will reimburse said employee up to the District's share of the monthly cost of the same type of insurance plan through the GIC. The employee is solely responsible for any amount exceeding the cost of the District's share toward the GIC plan. For example, if a new employee obtains coverage through COBRA under an HMO plan, the District will reimburse the employee ninety percent (90%) of the GIC HMO plan rate (not to exceed the full cost of the COBRA or "bridge insurance" premium costs). The employee is responsible for the remaining ten percent (10%), plus any additional cost over and above the GIC HMO plan rate. Reimbursement under this agreement will be provided as soon

as possible after the employee enrolls in a GIC insurance plan through the District.

In order to access this benefit, new or recalled employees must provide the District with proof of insurance coverage and premium costs during the waiting period. This benefit will only be available to new or recalled employees who have submitted an application for coverage under a GIC insurance plan through the District.

- D. Dental Insurance - The Gill-Montague Regional School District will offer an expanded dental plan to unit members as agreed to by the Association to which the District will contribute \$22/family plan or \$7.25/individual plan per premium payment.
- E. Long Term Disability - The Gill-Montague Regional School District will offer a long-term disability insurance plan to unit members agreed to by the Association to which one hundred percent (100%) of the premium will be paid by the participating employee.
- F. Life Insurance - Effective September 1, 1993, Life Insurance coverage in the amount of ten thousand dollars (\$10,000) per employee will be provided with the employee paying twenty percent (20%) of the cost of same.
- G. Workers Compensation: the Committee agrees to provide Worker's Compensation Insurance as required by the Massachusetts General Laws.
- H. The Committee shall reimburse employees for clothing or property damaged or destroyed in connection with personal injury or a malicious act directed towards an employee by a district student, occurring while acting within the scope of the employee's official duties or employment.

Further, reimbursement will be determined less the amount of any insurance reimbursement, and provided the value of said articles can be substantiated to the satisfaction of the Employer.

ARTICLE X **TRAVEL REIMBURSEMENT**

Employees who use privately owned automobiles for authorized travel will be reimbursed for all mileage driven, at the District's current rate per mile.

ARTICLE XI
LEAVES OF ABSENCE

A. Temporary Leaves of Absence

1. Sick Leave / Emergency Leave

- a. Sick leave days are essentially a form of insurance protection for employees and are an inchoate right to compensation that does not vest in an employee until he/she has a bona fide sickness, preventing him/her from reporting for and performing his/her duties.

Sick leave abuse, including pattern abuse, shall be addressed through the disciplinary process. Sick leave abuse is any use of sick leave other than for a bona fide illness or injury incapacitating an employee from work.

- b. Each twelve month employee normally working twenty (20) hours or more per week will accrue sick leave at the rate of one and one-half (1 ½) days a month, for a total of eighteen (18) days per year. There is unlimited accumulation of sick leave days.
- c. Each ten month employee normally working twenty (20) hours or more per week will accrue sick leave at the rate of one and one-half (1½) days a month, for a total of (15) days per year. There is unlimited accumulation of sick leave days.
- d. Each employee shall follow the established call-in procedure set up by the building administrator.
- e. For all absences of five (5) consecutive workdays or more, the employee must produce, upon his/her return to work, an attending physician form.
- f. The Superintendent or his/her designee will notify each employee of the employee's accumulated sick leave days by letter at the beginning of the school year.

2. Leave For Illness In Family

Employees who are employed by the school system for at least the school year will be entitled to use up to seven (7) days per year of accumulative sick leave in the event of illness in the immediate family.

3. Immediate Family Definition

Immediate family shall be defined as mother, father, spouse, brothers, sisters, children, grandparents, grandchildren (includes current mother-in-law and father-in-law, stepmother, stepfather, stepsister, stepbrother or stepchild, and also includes adopted children or grandchildren, immediate household members) and other individuals not listed may be granted at the discretion of the Superintendent.

4. Personal Days

Employees working twenty (20) hours or more per week and who have completed ninety (90) days of employment will be entitled to three (3) personal days per school year, with pay, upon written request to the Building Principal two (2) full days in advance. In case of an emergency, the notification period will be waived. Upon receipt of the written request on the form provided, the Building Principal will immediately grant the leave, unless she/he determines that an emergency situation exists and that it is necessary for the safety and proper operation of the school to refuse the request.

Upon the completion of the school year, employees will be eligible to receive a payment of thirty-five dollars (\$35) per day for each day of unused personal time. The employee will be responsible for the appropriate notification to the business office by the end of the last "teacher" work day of the school year. Otherwise, the unused personal days will be converted to sick days to be added to the sick leave balance of the employee.

5. Bereavement Leave

Employees will be entitled up to five (5) school days bereavement leave with pay in each instance of death in the immediate family. The timing of the five (5) days is to be determined at the discretion of the bereaved, within the following twelve (12) months after the date of death.

6. Jury Duty Leave

Employees will continue to receive their wages while on jury duty or when subpoenaed as a witness if Gill-Montague Regional School District related as long as they turn over any pay they receive for such service, minus meals and mileage, to the District Treasurer. This applies only when actual work days are lost.

7. Maternity/Parenting Leave

Maternity/Parenting leave of at least twelve (12) weeks for the purpose of giving birth or care of a newborn infant, will be granted to any employee, provided the Superintendent is given at least two (2) weeks written notice of the commencement of the leave. (This restriction will be waived in the case of a medical emergency.) Such leave will generally be considered unpaid leave, but a female employee may use personal and accumulated sick days if temporarily disabled during the pregnancy and/or after the delivery of the child; provided she furnishes written documentation from her physician attesting to the fact that the pregnancy related disability prohibits the employee from carrying out the duties and responsibilities of her job.

The District will continue to pay its portion of the employee's group health premium during the approved leave period unless the employee declines such coverage, fails to pay the employee's portion of the premium in a timely fashion, or notifies the Employer that the employee will not return from leave.

8. Adoption Leave

Adoption Leave (unpaid) of up twelve (12) weeks will be granted to either parent. The District will continue to pay its portion of the employee's group health premium during the approved leave period unless the employee declines such coverage, fails to pay the employee's portion of the premium in a timely fashion, or notifies the employer that the employee will not return from leave.

9. Military Leave

Any member of an organized unit of the ready reserve of the armed forces, who, in order to receive military training with the armed forces of the United States not exceeding seventeen (17) calendar days in one (1) year, leaves a position in the Bargaining Unit, is to be restored to his/her previous position with no loss in seniority or status and at the current wage rate.

An employee shall not be required to take military training duty as earned vacation.

While on required annual training duty in the military reserves during the school year with no loss of pay, an employee will continue to receive his/her regular school salary not exceeding seventeen (17) days, provided the total amount of the employee's military pay for that training duty shall be turned over to the District Treasurer.

B. Extended Leaves of Absence

1. The Family Medical Leave Act (FMLA) is a federal law that allows eligible employees to take up to twelve (12) workweeks of job-protected *unpaid* leave in a twelve (12) month period for medical reasons; for the birth or adoption of a child; for the care of a child, spouse, or parent who has a serious health condition; and for qualifying exigencies arising out of the fact that the employee's spouse, son, daughter, or parent is on active duty or call to active duty status as a member of the National Guard or Reserves in support of a contingency operation. Pursuant to the FMLA, eligible employees who are a spouse, son, daughter, parent, or next of kin of a current member of the Armed Forces, including a member of the National Guard or Reserves, with a serious injury or illness may take up to a total of 26 workweeks of *unpaid* leave during a twelve (12) month period to care for the service member. To be eligible for FMLA leave, an employee must have worked for GMRSD for at least 12 months and have worked at least 1,250 hours during the 12 months prior to the start of the FMLA leave.
2. In cases not covered by other Articles in this Agreement, the Committee shall consider the reasonable request of an employee to take leave, in addition to any rights under FMLA, for a period not to exceed the balance of the current school year for the following reasons: restoration of health; the alleviation of hardship involving the employee or the employee's immediate family; or the fulfillment of graduate academic requirements (such as residency).
3. Any employee returning from an extended leave of absence will be placed upon the salary schedule as if the leave had not occurred.
4. Any employee will be granted a leave of absence for up to one (1) year for the purpose of caring for an immediate family member as defined in Section (A) (2) of this Article. This leave shall be without pay; except, employees must use all accrued personal and sick time to the extent permissible under the contract. The district shall continue to pay its portion of the employee's group health insurance premium during the approved leave period unless the employee declines such coverage, fails to pay the employee's portion of the premium in a timely fashion, or notifies the Employer that the employee will not return from the leave.

C. Sick Leave Bank Donation

Employees who have accumulated sick leave days may voluntarily transfer one (1) day per request to another employee in the District who has exhausted all of his/her sick and personal days accumulated and who needs supplemental paid days to contend with a medically verified (catastrophic) illness or injury. It is the responsibility of the benefactor to notify the Central Office of the transfer by an approved form. The benefactor will not transfer more than a total of five (5) days per school year to another employee. The benefactor must understand that he/she is permanently relinquishing his/her right to the sick days that he/she is transferring to another. The beneficiary must have access to a sick leave bank procedure.

An employee who has a medically verified (catastrophic) illness or injury and who has exhausted all of his/her sick and personal days accumulated may ask that the Central Office notify the employees in the Bargaining Unit of his/her need for sick day donations. The receiving employee may receive up to sixty (60) transferred days per year for this purpose. The entire sick leave donation from all Bargaining Unit employees will not exceed one hundred twenty (120) days per year on a first come first served basis. Both the requesting recipient and the donor may ask to remain anonymous.

The medically verified (catastrophic) illness or injury shall be documented with a certificate signed by the employee's treating physician and shall set forth the nature of the employee's illness or injury and the anticipated duration of same.

D. Small Necessities Leave Act (SNLA)

Employees shall be entitled to a total of twenty-four (24) hours of unpaid leave during any twelve months period for:

- 1) Participation in school activities directly related to the educational advancement of a son or daughter of the employee, such as a parent-teacher conference or interviewing for a new school:
- 2) Accompanying the son or daughter of the employee to routine medical or dental appointments, such as check-ups or vaccinations; and
- 3) Accompanying an elder relative of the employee to routine medical or dental appointments or appointments for professional services related to the elder's care, such as interviewing at nursing or group homes.

In order to be eligible the employee shall provide the employer with not less than seven days' notice before the date the leave is to begin, if the necessity for leave is foreseeable. If it is not foreseeable, the employee shall provide as much notice as is practicable.

ARTICLE XII
NON-DISCRIMINATION

- A. The parties to this agreement agree not to discriminate against any employee, student, or other individual for any activity connected or related to the District on the basis of race, color, sex, age, religion, creed, ancestry, national origin, sexual orientation, gender identity, disability, exercising or choosing to refrain from Union activities, or other basis protected by applicable law. Equal educational and employment opportunity shall, respectively, be made available in accordance with applicable Federal and State Laws.

- B. The adopted policy of the Committee maintains a working environment free from all forms of sexual harassment or intimidation. Sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature will not be condoned or permitted. Not only is sexual harassment inappropriate, offensive and unprofessional behavior, it also violates Title VII of the Civil Rights Act and Massachusetts General Laws, Chapter 151B. All complaints of sexual harassment will be promptly investigated.

Sexual Harassment situations include situations where:

- 1. Submission or rejection of such advances, requests, or conduct is made either explicitly or implicitly a term or condition of an individual's employment or as the basis for employment decisions affecting the individual; or
- 2. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, humiliating, or sexually offensive work environment.

Employees who have been subject to or have information about an incident or incidents of sexual harassment shall report such incident in a manner consistent with the District's sexual harassment policy. A grievance alleging a violation of this Article or other unlawful discrimination shall be filed initially at Level II of the grievance procedure.

ARTICLE XIII
NOTICE OF RESIGNATION

The Association as a party to this Agreement recognizes the disruption attendant with untimely resignations. The Association therefore agrees to the provision that employees will not submit resignations without giving the School Committee at least fourteen (14) calendar days notice. In the event an employee resigns without giving adequate notice, exclusive of extenuating circumstances such as medical, economic, religious, or other such reasons beyond the control of the employee, such employee shall receive a written letter of reprimand which shall become a permanent record in the employee's personnel file.

ARTICLE XIV
HOLIDAYS

- A. All non-probationary, twelve (12) month employees who normally work twenty (20) hours or more per week will receive and be paid for the following holidays:

- Labor Day
- Columbus Day
- Veterans Day
- Half-day before Thanksgiving
- Thanksgiving Day
- Day after Thanksgiving Day
- Day before Christmas
- Christmas Day (if it falls on Saturday, it will be Friday)
- Monday before New Year's Day when New Year's Day is on Tuesday
- New Year's Day (if it falls on Saturday, it will be Friday)
- Friday after Christmas when Christmas falls on Thursday
- Friday after New Year's Day when New Year's Day falls on Thursday
- Martin Luther King, Jr. Day
- Presidents' Day
- Patriots' Day
- Memorial Day
- Independence Day
- A floating holiday that must be taken during a school vacation

Note: In accordance with state law, all holidays falling on Sunday must be observed on Monday.

- B. All non-probationary, school year employees who normally work twenty (20) hours or more per week will receive and be paid for the following holidays:

Labor Day
Columbus Day
Veterans Day
Half-day before Thanksgiving
Thanksgiving Day
Day after Thanksgiving Day
Christmas Day (if it falls on Saturday, it will be Friday),
New Year's Day (if it falls on Saturday, it will be Friday),
Martin Luther King Day
Presidents' Day
Patriots' Day
Memorial Day.

Note: In accordance with state law, all holidays falling on Sunday must be observed on Monday.

- C. In order to be eligible for holiday pay, the employee must work the regularly scheduled workdays before and after that holiday unless absent in accordance with the temporary leaves of absence provisions in Article XI or the building Principal or other administrator has approved the employee's absence for that day.

ARTICLE XV **REDUCTION IN FORCE**

- A. In the event the Superintendent determines it necessary to reduce the number of employees included in the bargaining unit, employees shall be laid-off in the inverse order of their initial employment with the School District. If an employee is hired into a different job classification (i.e., paraprofessional, administrative assistant, or information technology support specialist) he/she will retain his/her seniority, but in the event of a layoff the employee will not be eligible to transfer to his/her prior job classification.
- B. An employee whose position is eliminated, but is not laid off because of seniority, shall be transferred to a position within his/her job classification in the bargaining unit for which he/she is qualified, as determined by the Administration, or could become qualified by the effective date of the layoff, provided, however, intent to obtain such qualifications must be given to the Superintendent within fifteen (15) days of the notice of elimination of the position.

- C. In cases involving employees who have identical seniority, preference for retention or recall shall be given to those employees who have achieved the highest level of training and/or have more favorable performance evaluations. If the level of training and performance evaluations are equal, then seniority will be based upon the lottery conducted pursuant to Article XVI(B).
- D. 1. Employees who are to be affected by a reduction in staff must be notified in writing at the earliest possible time as can be determined by the Administration, but no later than June 15th of the school year preceding the year in which the reduction will take effect. Said notice shall state the reason(s) for the layoff and the effective date of the layoff.
2. When a reduction in force becomes necessary during the school year, employees so affected shall be notified with a minimum of two (2) weeks notice. All other provisions in this Article continue to apply.
3. Employees who have been laid-off shall be entitled to recall rights for a period of two (2) years from the effective date of their respective layoff. During the recall period, employees shall be notified by mail to their last address on record, and given preference for bargaining unit positions as they develop, in the inverse order of their respective layoff, and all benefits to which an employee was entitled at the time of layoff shall be restored in full, upon re-employment within the recall period. Employees having recall rights shall keep the Superintendent's office informed of their current permanent address and/or temporary address.
4. The Superintendent's office shall notify an employee being recalled by registered mail, and said employee must notify the Superintendent's office within two (2) weeks of the postmark date of the notice, of the employee's acceptance of the position. Failure on the part of the employee to notify the office within two (2) weeks of the postmark date, or the date the Administration places on the registered mail receipt, should the postmark date be unknown, shall constitute an automatic rejection of the position by the employee and terminate recall rights. Refusal of the position shall also have the effect of termination of the employee's recall rights. The Administration shall not be held responsible for the failure of the postal service to deliver letters of notification or reply within the specified time limits.
5. Laid-off employees may continue group health and life insurance coverage during the recall period as provided by the Committee to members of the bargaining unit, by reimbursing the Committee for the full premium cost on the monthly due date. Premium payments must be

received by the District's Business Office on or before the stated due date to avoid the termination of this option.

6. While members of the bargaining unit continue on layoff, the Committee agrees not to hire any new bargaining unit employees, unless:
 - a. No employee on layoff is qualified to fill a position; or
 - b. All qualified employees on layoff declined an offer to fill the vacancy.
7. Declination of a recall offer will result in termination of employment and satisfy all obligations for the Employer under this Article. Failure to respond to (D) (2) above will be considered a declination.

ARTICLE XVI SENIORITY

- A. Seniority means length of continuous service in years, months, and days commencing with the first day of actual work in a position covered by this collective bargaining agreement. Employees shall be credited for seniority purposes with all time spent on any leave of absence, provided for in this Agreement.

An updated list specifying the seniority, job classification and building assignment of each member of the bargaining unit, by job classification, shall be prepared by the Committee designee and forwarded to the President of the Association annually on or before December 1st.

- B. In the event that two (2) or more employees within the bargaining unit commence their first day of actual work on the same date, a lottery will be held within thirty (30) days after the employees' first day of actual work to determine each employee's placement on the seniority list. The first name drawn will receive the highest placement, with subsequent names placed in descending order.

ARTICLE XVII PROFESSIONAL DEVELOPMENT

Unit C employees are entitled to training and college courses:

- A. Training: Administrators will develop a program of training germane to paraprofessionals and scheduled as part of specific in-service days. Training for paraprofessionals will be relevant to one of the domains in the paraprofessional learning guidelines that are included in the Massachusetts

Policies for Instructional Paraprofessionals in Title I Programs. For those paraprofessionals electing to meet the requirements of ESEA 20 U.S.C. 6319 (c) by a formal state-endorsed assessment, training will be provided to assist in the satisfactory completion of the assessment. Any training made available by the District outside of working hours will be offered without cost. Paraprofessionals will not be compensated for any time devoted to training beyond working hours.

- B. A paraprofessional may receive additional remuneration as provided on the salary schedule for the accumulation of prior approved paraprofessional training points and/or the equivalent college credits [fifteen (15) PTP's -- one (1) college undergraduate credit; twenty-two and a half (22.5) PTP's -- one (1) college graduate credit], or a college degree. A paraprofessional may use professional development points (PDP's) in the same manner.
- C. College courses and technology certifications taken by employees will be reimbursed at the Greenfield Community College rate for tuition and mandatory fees (excluding health care fees) for a three (3) credit course or the actual cost of the course or technology certification, whichever is less. The maximum amount available toward reimbursement of professional development for the bargaining unit as a whole per year is \$3,000. Bargaining unit employees may access said professional development monies on a first come, first served basis. Reimbursement is based on successful completion of the course, receipt of payment, transcript or certificate, and appropriate filing of forms. Reimbursement is limited to two (2), three (3) credit courses per year, or two (2) certifications per year per employee (and subject to the maximum total reimbursement amount listed above). "Successful completion" will be measured as follows: For undergraduate courses, the standard of work must be "C" or better. The standard of work for graduate courses must be that which is acceptable for graduate credit. For certifications, a certificate of completion is required. A pass grade is acceptable in the absence of a stated letter grade.
- D. In order to qualify for advancement on the salary schedule, the activity:
 - Must have the prior approval of the Superintendent.
 - Must be related to the paraprofessional's normal duties or otherwise deemed by the Superintendent to be appropriate.
 - Must be scheduled at a time other than the normal school day or when school is not in session.
 - Must have met the "successful completion" requirements for reimbursement.

ARTICLE XVIII RETIREMENT

Upon his/her retirement, an employee with twenty (20) or more years of service in the Gill-Montague Regional School district will be eligible to receive a payment of ten dollars (\$10) per day for each day of accumulated sick leave up to a maximum of one hundred fifty (150) days. Employees shall make a good faith effort to notify the District of their intention to retire at least at least six (6) months in advance of retirement.

It is expressly understood that Massachusetts General Laws, Chapter 32 and 32B, as amended, will govern the duties and responsibilities of all parties.

ARTICLE XIX ASSIGNMENTS & TRANSFERS

- A. Notice of assignment, intent to transfer (be assigned to a different school or building), or intent to reassign (change from current school year assignment within the same school or building) shall be given to paraprofessionals and administrative assistants in writing, stating the reason, as soon as practicable, and except in cases of emergency, not later than August 15th. Any involuntary transfer or reassignment shall be made only after a meeting between the supervisor and the employee so affected, if the employee makes such a request in writing within three (3) days after receiving written notice of the transfer or reassignment.
- B. Any paraprofessional subject to the requirements under ESEA of 20 U.S.C. 6319 (c) who is unable to meet the requirements by the deadline established by law and therefore ineligible to continue in that position, shall be considered for an open position existing at that time and for which the employee is qualified as determined by the Administration. If there is no position available for which the paraprofessional is qualified, the paraprofessional's rights are governed by Article XVI.
- C. No vacancy shall be filled, except on a temporary basis, unless consistent with the provisions of this Article.
- D. All notices of assignment, reassignment, and transfer will identify the school or building, classroom, and position/grade when possible.
- E. If a paraprofessional is assigned to a position or new duty and the paraprofessional does not have the necessary training, the necessary training will be provided as a condition of employment, and offered to the paraprofessional at no cost to the employee.

ARTICLE XX **DEDUCTIONS**

- A. Dues:
- * Gill-Montague Education Association
 - * Massachusetts Teachers Association
 - * National Education Association

The decision pertaining to the dues deduction for the Gill-Montague Education Association, Massachusetts Teachers Association, and National Education Association must be made on or before September 15 of each school year. These deductions will be in eighteen (18) consecutive payments beginning with the first paycheck in October.

- B. Credit Unions offered by the District.
- C. Tax Sheltered Annuities offered by the District.
- D. United Fund.
- E. It is specifically understood and agreed that the Gill-Montague Regional School Committee, its Officers and Agents shall be saved harmless for such deductions under Section A above. For the purpose of this Article, the term "harmless" is defined as: "any monies, once transmitted by the Gill-Montague Regional School Committee and its Officers and Agents to the Gill-Montague Education Association MTA/NEA; the Gill-Montague Regional School Committee and its Officers and Agents, are no longer responsible for same, provided that such funds are transferred within thirty (30) days."
- F. A "pre-tax" deduction will be available for employee medical, dental and life insurance contributions.
- G. An employee who chooses to not become a member of the Association shall, in accordance with G.L. Chapter 150E, Section 12, be required to pay the service fee to the Association. An employee who is a member of the Association may cease membership in the Association sixty (60) days after written notice to the Association and shall be required, in accordance with G.L. Chapter 150E, Section 12, to pay the service fee to the Association.

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 Section G of this Article. Specifically, the Association will have no right of action by way of contribution, counter claim 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.

The service fee shall be calculated in accordance with the provisions of G.L. Chapter 150E Section 12, and applicable state and federal constitutional law shall not exceed the periodic dues required to be paid by employees to remain members in good standing with the Association.

ARTICLE XXI(A)
PERSONNEL EVALUATIONS
**(ADMINISTRATIVE ASSISTANTS AND INFORMATION
AND TECHNOLOGY SUPPORT SPECIALISTS)**

- A. The evaluation of Gill-Montague Regional School District employees is an ongoing and continuous process to assist employees in improving their work performance and to summarize overall performance by the employee.
- B. The Principal or Supervisor will conduct a formal written evaluation of each employee at least once annually, using the approved evaluation form (Appendix F), following a formal observation. Formal evaluations and observations shall always be done in an open and ethical manner.
- C. First year employees shall be evaluated within ninety (90) calendar days of their start date; otherwise, evaluations shall be completed by May 1st of each year.
- D. Each evaluation shall include a follow-up conference between the employee and the evaluator within ten school days of the completion of the formal observation to discuss the report with the evaluator. Following the conference, the employee shall return the signed report, along with any written comments, to the evaluator within five school (5) days. The employee's signature does not necessarily indicate an agreement. The signed copy and any written comments shall be placed in the employee's personnel file and a copy shall be given to the employee.
- E. In the event that the report identifies areas needing improvement, the evaluator must provide specific recommendations in writing for improving in those areas. After the employee receives the report, at least fifteen (15) school days shall elapse prior to any subsequent evaluation, to allow the employee to benefit from the recommendations for improvement.

ARTICLE XXI(B)
PERSONNEL EVALUATIONS
(PARAPROFESSIONALS, INCLUDING INTERVENTIONISTS,
JOB COACHES, CERTIFIED NURSINGS ASSISTANTS (CNA),
LICENSED PRACTICAL NURSES (LPN),
SPEECH-LANGUAGE PATHOLOGY ASSISTANTS (SLPA),
AND CERTIFIED OCCUPATIONAL THERAPIST ASSISTANTS (COTA))

Purpose of Evaluation

The purpose of the evaluation process is to provide useful feedback to the employee for their growth and improvement. The evaluation also provides a clear and well documented process used to make personnel decisions.

Annual Evaluation Process

Concerns an evaluator has which develop during the school year shall be discussed with the employee by the evaluator in a timely fashion. Employees will receive a written evaluation annually, on or before May 15. The evaluation summarizes the evaluator's judgment based upon ongoing observations of the employee's work and work products over the course of the year. Each employee will have an end of year evaluation conference with their supervisor for the purpose of discussing the annual evaluation.

Paraprofessionals who receive an overall rating of needs improvement will be placed on a directed growth plan. The plan will specify the work behaviors or actions needed to be changed and will specify a date by which improvement is expected. A directed growth plan will be for a period of at least 45 work days. At the conclusion of the plan the employee will receive a new evaluation. They must receive an overall rating other than needs improvement. If rated unsatisfactory, the employee will be placed on an improvement plan.

Paraprofessionals who receive an overall rating of unsatisfactory will be placed upon an improvement plan. The improvement plan will list the specific actions necessary in order to meet expectations. The plan will include any support actions including training, coaching, or increased feedback the district may choose to provide. The plan will include a timeline with a progress report meeting deadline and a plan conclusion date. An improvement plan will be for a period of at least 45 work days. At the progress report meeting, the evaluator will provide feedback to the employee regarding progress made in the area(s) judged unsatisfactory. At the conclusion of the plan, the employee will receive a new evaluation. If the employee is rated proficient the employee returns to typical evaluation status. If the employee is rated unsatisfactory, the employee is terminated from employment.

Ongoing Evaluation Process

For paraprofessionals in their first year of employment, at any point in the work year, evaluators may institute a directed growth plan for performance judged to be needs improvement overall, or an improvement plan for performance judged to be unsatisfactory overall. The evaluator will use the same evaluation form for this purpose as is used for an annual evaluation.

ARTICLE XXII PERSONNEL ACTIONS AND PERSONNEL FILES

- A. When an administrator or supervisor must talk with a paraprofessional or administrative assistant in regard to unacceptable events, those discussions will occur privately and not in the presence of any non-supervisory employees, parents or students unless their presence is necessary due to their direct involvement in the matter.
- B. Any written or formal complaints concerning a paraprofessional or administrative assistant will be promptly called to the attention of the employee by the Principal or Supervisor. The employee will be provided a copy of any written complaints.
- C. Prior to any investigatory meeting that could result in disciplinary action, the paraprofessional or administrative assistant will be notified, in writing, of the purpose for the meeting no less than two (2) hours prior to the meeting. The employee will be entitled to have Association representation at the meeting.
- D. Any written documentation that is critical or commendatory of a paraprofessional or administrative assistant's conduct, service, or personality will be placed in the personnel file only after the employee has been given an opportunity to review the material and to respond to it in writing. Should the employee desire to prepare a written response, it will be attached to the material in question.
- E. Employees shall have access to their personnel file within twenty-four (24) hours of the employee's written request for the file.
- F. A newly hired employee shall be a probationary employee during his/her first ninety (90) calendar days of employment. During the employee's probationary period, the employer, in its sole judgment, may terminate the employee without recourse by said employee or the Association. The employer's action shall not be subject to the grievance or arbitration provisions of this Agreement.

- G. No non-probationary bargaining unit member shall be disciplined, reprimanded, reduced in rank or compensation, suspended, dismissed, or deprived of any benefit without just cause.

ARTICLE XXIII
CORI CHECKS AND FINGERPRINTING

The following applies to criminal offender record information (CORI) checks pursuant to Chapter 385 of the Acts of 2002:

- A. CORI checks will be conducted once every three (3) years, or more often as the Superintendent deems to be necessary and in the best interests of the students.
- B. A copy of the CORI report will be available to the employee within twenty-four (24) hours upon written request.
- C. All CORI reports will be maintained in separate confidential files.
- D. Personnel designated by the Superintendent and cleared by the Criminal History Systems Board will be the only persons authorized to request and review CORI checks.
- E. Employees will be fingerprinted in accordance with "An Act Relative to Background Checks" (Chapter 77 of the Acts of 2013).

ARTICLE XXIV
JOINT LABOR-MANAGEMENT COMMITTEE

A Joint Labor-Management Committee (JLMC) consisting of six (6) members, three (3) appointed by the School Committee and three (3) appointed by the Association, shall be established for the purpose of enhancing the collaborative relationship between the parties and to cooperatively address issues as they arise on an ongoing basis. The JLMC will come together by request of either party, and the meeting schedule will be determined by the JLMC. Issues the JLMC may address include grievances and contract issues, problems raised by the bargaining unit, and any other matters the parties agree to address. The parties have agreed that the JLMC will address the issues of evaluation and professional development reimbursement.

A Joint Labor-Management Committee (JLMC) consisting of six (6) members, three (3) appointed by the School Committee and three (3) appointed by the Association, shall be established for the purpose of reviewing and, if needed, redesigning an evaluation procedure for Information Technology Support Specialists. The JLMC will commence meeting no later than one month after the ratification date of this Agreement. The JLMC shall be prepared to make its recommendations to the School Committee and the Association no later than ninety (90) calendar days following their initial meeting. The Superintendent, President of the Association, and the School Committee Chair shall serve as advisors to the JLMC.

The JLMC will address the following issues:

- Covering the cost of mandated fingerprinting
- All job descriptions, including COTA, Job Developer and Interventionist
- Interventionist Position, including clarifying meaning of Interventionist title as used in Articles VI and VII
- Professional Development
- Evaluation Process

ARTICLE XXV ENTIRE AGREEMENT

- A. This Agreement, upon ratification, constitutes the complete and entire Agreement between the parties and concludes collective bargaining for its term. No amendment to this Agreement shall be effective unless in writing, ratified and executed by the parties.
- B. The parties agree that they will not enter into any individual agreement with any employee covered by this Agreement which is contrary to the terms of this Agreement.

ARTICLE XXVI SIGNIFICANT SPECIAL NEEDS

The District recognizes that certain assignments present additional challenges to paraprofessionals. Examples of these challenging assignments include working on a regularly scheduled basis with students who are consistently in need of: assistance with incontinence issues, assistance with lifting (in and out of a wheelchair), providing assistance with feeding where specialized training is required to prevent choking because of a swallowing disability, or where the student(s) present severe behavioral issues which create a significant safety risk to the paraprofessional. Paraprofessionals in such assignments shall be eligible

for a stipend of five hundred dollars (\$500) a school year, paid out in two installments of two hundred and fifty dollars (\$250). If a paraprofessional is in a qualifying assignment for a half year or less, the employee would be eligible for half of the total stipend (two hundred and fifty dollars (\$250)). For example, an eligible paraprofessional in a qualifying assignment at the beginning of the school year which ends in November would receive two hundred fifty dollars (\$250.00). Similarly, if a paraprofessional assigned to a qualifying assignment in March through the end of the school year would receive the two hundred and fifty dollars (\$250.00).

All Life Skills paraprofessionals shall be eligible for this stipend. Decisions regarding eligibility for all other paraprofessionals shall be determined by the Superintendent, with recommendation by the Director of Pupil Services. Paraprofessionals who believe their assignments should qualify have the right to a hearing with the Superintendent or his/her designee to review, and shall have the right to have representation from the Association present. The Superintendent's determination shall be final and shall not be subject to the grievance and arbitration provisions of this Agreement. In the event the paraprofessional is no longer in such an assignment the paraprofessional will no longer be eligible for the stipend.

ARTICLE XXVII
SAVINGS CLAUSE

Should any provision of this Agreement be found to be in violation of any Federal or State law by a final decree of a court of competent jurisdiction, all other provisions of this Contract shall remain in full force and effect for the duration of the Agreement. The parties shall promptly meet on request of either party to negotiate a proper provision to replace any provisions that have been found to be in violation of the law.

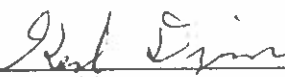
It is the intention of the parties by the consummation of this Agreement to continue their harmonious relations, promote mutual cooperation and understanding, define, and resolve the proper interests of the employees with respect to all terms and conditions of employment, all with the goal towards improving the educational system and fulfilling the mission of the Gill-Montague Regional School District.

In witness whereof, the parties to this Agreement have caused these present to be executed by their agents hereunto duly authorized and their seals affixed hereto as of this 13th day of October, 2020.

GILL-MONTAGUE SCHOOL COMMITTEE

By: 
Chairperson

GILL-MONTAGUE EDUCATION ASSOCIATION (UNIT C)/
MASSACHUSETTS TEACHERS ASSOCIATION/NATIONAL
EDUCATION ASSOCIATION

By: 
President

APPENDIX A

**PARAPROFESSIONALS
AND
CERTIFIED NURSING ASSISTANTS**

**2019-2020
2% Increase**

| STEPS | BASE | PASS | 48 CREDITS | BACH. |
|--------------|-------------|-------------|-------------------|--------------|
| ONE | \$11.80 | \$12.30 | \$12.42 | \$12.48 |
| TWO | \$13.05 | \$13.11 | \$13.19 | \$13.35 |
| THREE | \$13.30 | \$13.36 | \$14.16 | \$14.22 |
| FOUR | \$14.78 | \$14.83 | \$15.01 | \$15.19 |
| FIVE | \$15.75 | \$15.86 | \$16.00 | \$16.17 |
| SIX | \$17.12 | \$17.32 | \$17.48 | \$17.68 |
| SEVEN | \$17.64 | \$17.83 | \$18.01 | \$18.22 |

2020-2021

.5% Increase

| STEPS | BASE | PASS | 48 CREDITS | BACH. |
|-------|---------|---------|------------|---------|
| ONE | \$11.86 | \$12.36 | \$12.48 | \$12.54 |
| TWO | \$13.12 | \$13.18 | \$13.26 | \$13.42 |
| THREE | \$13.37 | \$13.43 | \$14.23 | \$14.29 |
| FOUR | \$14.85 | \$14.90 | \$15.09 | \$15.27 |
| FIVE | \$15.83 | \$15.94 | \$16.08 | \$16.25 |
| SIX | \$17.21 | \$17.41 | \$17.57 | \$17.77 |
| SEVEN | \$17.73 | \$17.92 | \$18.10 | \$18.31 |

1% Increase

Chapter 70 is between \$6,850,000 - 7,135,438 *

| STEPS | BASE | PASS | 48 CREDITS | BACH. |
|-------|---------|---------|------------|---------|
| ONE | \$11.92 | \$12.42 | \$12.54 | \$12.60 |
| TWO | \$13.18 | \$13.24 | \$13.32 | \$13.48 |
| THREE | \$13.43 | \$13.49 | \$14.30 | \$14.36 |
| FOUR | \$14.93 | \$14.98 | \$15.16 | \$15.34 |
| FIVE | \$15.91 | \$16.02 | \$16.16 | \$16.33 |
| SIX | \$17.29 | \$17.49 | \$17.65 | \$17.86 |
| SEVEN | \$17.82 | \$18.01 | \$18.19 | \$18.40 |

1.5% Increase

Chapter 70 is \$7,135,439 or more

| STEPS | BASE | PASS | 48 CREDITS | BACH. |
|-------|---------|---------|------------|---------|
| ONE | \$11.98 | \$12.48 | \$12.61 | \$12.67 |
| TWO | \$13.25 | \$13.31 | \$13.39 | \$13.55 |
| THREE | \$13.50 | \$13.56 | \$14.37 | \$14.43 |
| FOUR | \$15.00 | \$15.05 | \$15.24 | \$15.42 |
| FIVE | \$15.99 | \$16.10 | \$16.24 | \$16.41 |
| SIX | \$17.38 | \$17.58 | \$17.74 | \$17.95 |
| SEVEN | \$17.90 | \$18.10 | \$18.28 | \$18.49 |

**2021-2022
Three Salary Schedule Variations
Based Upon Prior Year Variations
(1.5% Increase over Prior Year)**

**1.5% Increase
(.5% previous year)**

| STEPS | BASE | PASS | 48 CREDITS | BACH. |
|--------------|-------------|-------------|-------------------|--------------|
| ONE | \$12.04 | \$12.55 | \$12.67 | \$12.73 |
| TWO | \$13.32 | \$13.38 | \$13.46 | \$13.62 |
| THREE | \$13.57 | \$13.63 | \$14.44 | \$14.50 |
| FOUR | \$15.07 | \$15.12 | \$15.32 | \$15.50 |
| FIVE | \$16.07 | \$16.18 | \$16.32 | \$16.49 |
| SIX | \$17.47 | \$17.67 | \$17.83 | \$18.04 |
| SEVEN | \$18.00 | \$18.19 | \$18.37 | \$18.58 |

**1.5% Increase
(1% previous year)**



| STEPS | BASE | PASS | 48 CREDITS | BACH. |
|--------------|-------------|-------------|-------------------|--------------|
| ONE | \$12.10 | \$12.61 | \$12.73 | \$12.79 |
| TWO | \$13.38 | \$13.44 | \$13.52 | \$13.68 |
| THREE | \$13.63 | \$13.69 | \$14.51 | \$14.58 |
| FOUR | \$15.15 | \$15.20 | \$15.39 | \$15.57 |
| FIVE | \$16.15 | \$16.26 | \$16.40 | \$16.57 |
| SIX | \$17.55 | \$17.75 | \$17.91 | \$18.13 |
| SEVEN | \$18.09 | \$18.28 | \$18.46 | \$18.68 |

**1.5% Increase
(1.5% previous year)**

| STEPS | BASE | PASS | 48 CREDITS | BACH. |
|--------------|-------------|-------------|-------------------|--------------|
| ONE | \$12.16 | \$12.67 | \$12.80 | \$12.86 |
| TWO | \$13.45 | \$13.51 | \$13.59 | \$13.75 |
| THREE | \$13.70 | \$13.76 | \$14.59 | \$14.65 |
| FOUR | \$15.23 | \$15.28 | \$15.47 | \$15.65 |
| FIVE | \$16.23 | \$16.34 | \$16.48 | \$16.66 |
| SIX | \$17.64 | \$17.84 | \$18.01 | \$18.22 |
| SEVEN | \$18.17 | \$18.37 | \$18.55 | \$18.77 |

Twenty six (26) equalized pay formula is located in Appendix E. Non-twenty six (26) equalized pay formula is as follows:

Equalized pay formula: Equalized pay is a gross pay calculation which is based upon the underlying assumption that the employee either works, or has paid leave, to cover all scheduled work days. To adjust school year employees pay into twenty one (21) equal pay periods, covering what would normally not be paid days; regular pay is divided by twenty one (21) pay periods.

- 1) Hourly Rate x Hours Per Day x Work Days = Regular Annual Salary
- 2) Regular Annual Salary / 21 weeks = 21 Equalized Pay Periods

1) \$11.90 per hr x 6 hrs per day x 193 days (182 work days and 11 holidays) =
\$13,780.20 = Regular Annualized Salary

2) \$13,780.20 / 21 pays = \$656.20 per week for 21 Equalized Pay Periods

*Note: employee must bank ten (10) sick days to utilize equal pay

APPENDIX B

ADMINISTRATIVE ASSISTANTS

**2019-2020
2% Increase**

| Steps | Grade A | Grade B |
|-------|---------|---------|
| 1 | \$14.63 | \$16.29 |
| 2 | \$14.93 | \$16.61 |
| 3 | \$15.22 | \$16.92 |
| 4 | \$15.54 | \$17.22 |
| 5 | \$15.85 | \$17.55 |
| 6 | \$16.17 | \$17.91 |
| 7 | \$16.74 | \$18.40 |
| 8 | \$17.40 | \$19.11 |

Two Grandfathered Employees \$20.40

2020-2021

.5% Increase

| Steps | Grade A | Grade B |
|-------|---------|---------|
| 1 | \$14.70 | \$16.37 |
| 2 | \$15.00 | \$16.69 |
| 3 | \$15.30 | \$17.00 |
| 4 | \$15.62 | \$17.31 |
| 5 | \$15.93 | \$17.64 |
| 6 | \$16.25 | \$18.00 |
| 7 | \$16.82 | \$18.49 |
| 8 | \$17.49 | \$19.21 |

Grandfathered Employee \$20.50

1% Increase

Chapter 70 is between \$6,850,000 - 7,135,438



| Steps | Grade A | Grade B |
|-------|---------|---------|
| 1 | \$14.78 | \$16.45 |
| 2 | \$15.08 | \$16.78 |
| 3 | \$15.37 | \$17.09 |
| 4 | \$15.70 | \$17.39 |
| 5 | \$16.01 | \$17.73 |
| 6 | \$16.33 | \$18.09 |
| 7 | \$16.91 | \$18.58 |
| 8 | \$17.57 | \$19.30 |

Grandfathered Employee \$20.60

1.5% Increase

Chapter 70 is \$7,135,439 or more

| Steps | Grade A | Grade B |
|-------|---------|---------|
| 1 | \$14.85 | \$16.53 |
| 2 | \$15.15 | \$16.86 |
| 3 | \$15.45 | \$17.17 |
| 4 | \$15.77 | \$17.48 |
| 5 | \$16.09 | \$17.81 |
| 6 | \$16.41 | \$18.18 |
| 7 | \$16.99 | \$18.68 |
| 8 | \$17.66 | \$19.40 |

Grandfathered Employee \$20.71

**2021-2022
Three Salary Schedule Variations
Based Upon Prior Year Variations
(1.5% Increase over Prior Year)**

**1.5% Increase
(previous year .5%)**

| Steps | Grade A | Grade B |
|-------|---------|---------|
| 1 | \$14.92 | \$16.62 |
| 2 | \$15.23 | \$16.94 |
| 3 | \$15.53 | \$17.26 |
| 4 | \$15.85 | \$17.57 |
| 5 | \$16.17 | \$17.90 |
| 6 | \$16.49 | \$18.27 |
| 7 | \$17.07 | \$18.77 |
| 8 | \$17.75 | \$19.50 |

Grandfathered Employee \$20.81

**1.5% Increase
(previous year 1%)**



| Steps | Grade A | Grade B |
|-------|---------|---------|
| 1 | \$15.00 | \$16.70 |
| 2 | \$15.31 | \$17.03 |
| 3 | \$15.60 | \$17.35 |
| 4 | \$15.94 | \$17.65 |
| 5 | \$16.25 | \$18.00 |
| 6 | \$16.57 | \$18.36 |
| 7 | \$17.16 | \$18.86 |
| 8 | \$17.83 | \$19.59 |

Grandfathered Employee \$20.91

**1.5% Increase
(previous year 1.5%)**

| Steps | Grade A | Grade B |
|-------|---------|---------|
| 1 | \$15.07 | \$16.78 |
| 2 | \$15.38 | \$17.11 |
| 3 | \$15.68 | \$17.43 |
| 4 | \$16.01 | \$17.74 |
| 5 | \$16.33 | \$18.08 |
| 6 | \$16.66 | \$18.45 |
| 7 | \$17.24 | \$18.96 |
| 8 | \$17.92 | \$19.69 |

Grandfathered Employee \$21.02

Twenty six (26) equalized pay formula is located in Appendix E. Equalized pay is a gross pay calculation which is based upon the underlying assumption that the employee either works, or has paid leave, to cover all scheduled work days. Non-twenty six (26) equalized pay formula is as follows:

To adjust school year employees pay into equal pay periods, covering what would normally not be paid days; regular pay is divided by the number of pay periods occurring during the employee's work year.

- 1) Hourly Rate x Hours Per Day x Work Days = Regular Annual Salary
 - 2) Regular Annual Salary / # pays = # Equalized Pay Periods, where # is the number of pay periods occurring during the employee's work year
-
- 1) \$15.99 per hr x 7.5hrs per day x 206 days (195 work days and 11 holidays) = \$24,704.55 = Regular Annualized Salary
 - 2) \$24,704.55 / 21 pays = \$1176.41 per week for 21 Equalized Pay Periods (21 pay periods occur during 206 work days)

*Note: employee must bank ten (10) sick days to utilize equal pay

APPENDIX C

INFORMATION TECHNOLOGY SUPPORT SPECIALISTS

2019-2020

2% Increase

| STEPS | |
|--------------|---------|
| ONE | \$22.54 |
| TWO | \$23.01 |
| THREE | \$23.47 |
| FOUR | \$23.98 |
| FIVE | \$24.45 |
| SIX | \$24.95 |
| SEVEN | \$25.45 |
| EIGHT | \$26.37 |

Grandfathered Network Technician \$27.64

2020-2021

.5% Increase

| STEPS | |
|--------------|---------|
| ONE | \$22.65 |
| TWO | \$23.13 |
| THREE | \$23.59 |
| FOUR | \$24.10 |
| FIVE | \$24.57 |
| SIX | \$25.07 |
| SEVEN | \$25.58 |
| EIGHT | \$26.50 |

Grandfathered Network Technician \$27.78

1% Increase

Chapter 70 is between \$6,850,000 - 7,135,438



| STEPS | |
|--------------|---------|
| ONE | \$22.77 |
| TWO | \$23.24 |
| THREE | \$23.70 |
| FOUR | \$24.22 |
| FIVE | \$24.69 |
| SIX | \$25.20 |
| SEVEN | \$25.70 |
| EIGHT | \$26.63 |

Grandfathered Network Technician \$27.92

1.5% Increase

Chapter 70 is \$7,135,439 or more

| STEPS | |
|--------------|---------|
| ONE | \$22.88 |
| TWO | \$23.36 |
| THREE | \$23.82 |
| FOUR | \$24.34 |
| FIVE | \$24.82 |
| SIX | \$25.32 |
| SEVEN | \$25.83 |
| EIGHT | \$26.77 |

Grandfathered Network Technician \$28.05

**2021-2022
Three Salary Schedule Variations
Based Upon Prior Year Variations
(1.5% Increase over Prior Year)**

**1.5% Increase
(prior year .5%)**

| STEPS | |
|--------------|---------|
| ONE | \$22.99 |
| TWO | \$23.48 |
| THREE | \$23.94 |
| FOUR | \$24.46 |
| FIVE | \$24.94 |
| SIX | \$25.45 |
| SEVEN | \$25.96 |
| EIGHT | \$26.90 |

Grandfathered Network Technician \$28.20

**1.5% Increase
(prior year 1%)**



| STEPS | BASE |
|--------------|-------------|
| ONE | \$23.11 |
| TWO | \$23.59 |
| THREE | \$24.06 |
| FOUR | \$24.58 |
| FIVE | \$25.06 |
| SIX | \$25.58 |
| SEVEN | \$26.09 |
| EIGHT | \$27.03 |

Grandfathered Network Technician \$28.34

**1.5% Increase
(prior year 1.5%)**

| STEPS | |
|--------------|---------|
| ONE | \$23.22 |
| TWO | \$23.71 |
| THREE | \$24.18 |
| FOUR | \$24.71 |
| FIVE | \$25.19 |
| SIX | \$25.70 |
| SEVEN | \$26.22 |
| EIGHT | \$27.17 |

Grandfathered Network Technician \$28.47

APPENDIX D

**CERTIFIED OCCUPATIONAL THERAPIST ASSISTANTS,
LICENSED PRACTICAL NURSES,
AND SPEECH-LANGUAGE PATHOLOGY ASSISTANTS**

2019-2020

2% Increase

| STEPS | |
|--------------|---------|
| ONE | \$23.93 |
| TWO | \$24.41 |
| THREE | \$24.91 |
| FOUR | \$25.41 |
| FIVE | \$25.93 |
| SIX | \$26.46 |
| SEVEN | \$26.99 |
| EIGHT | \$27.81 |

2020-2021

.5% Increase

| STEPS | |
|--------------|---------|
| ONE | \$24.05 |
| TWO | \$24.53 |
| THREE | \$25.03 |
| FOUR | \$25.54 |
| FIVE | \$26.06 |
| SIX | \$26.59 |
| SEVEN | \$27.12 |
| EIGHT | \$27.95 |

1% Increase

Chapter 70 is between \$6,850,000 - 7,135,438

| STEPS | |
|--------------|---------|
| ONE | \$24.17 |
| TWO | \$24.65 |
| THREE | \$25.16 |
| FOUR | \$25.66 |
| FIVE | \$26.19 |
| SIX | \$26.72 |
| SEVEN | \$27.26 |
| EIGHT | \$28.09 |

X

1.5% Increase

Chapter 70 is \$7,135,439 or more

| STEPS | |
|--------------|---------|
| ONE | \$24.29 |
| TWO | \$24.78 |
| THREE | \$25.28 |
| FOUR | \$25.79 |
| FIVE | \$26.32 |
| SIX | \$26.86 |
| SEVEN | \$27.39 |
| EIGHT | \$28.23 |

2021-2022

**Three Salary Schedule Variations
Based Upon Prior Year Variations
(1.5% Increase over Prior Year)**

**1.5% Increase
(prior year .5%)**

| STEPS | |
|--------------|---------|
| ONE | \$24.41 |
| TWO | \$24.90 |
| THREE | \$25.41 |
| FOUR | \$25.92 |
| FIVE | \$26.45 |
| SIX | \$26.99 |
| SEVEN | \$27.53 |
| EIGHT | \$28.37 |

**1.5% Increase
(prior year 1%)**

| STEPS | BASE |
|--------------|-------------|
| ONE | \$24.53 |
| TWO | \$25.02 |
| THREE | \$25.54 |
| FOUR | \$26.04 |
| FIVE | \$26.58 |
| SIX | \$27.12 |
| SEVEN | \$27.67 |
| EIGHT | \$28.51 |



**1.5% Increase
(prior year 1.5%)**

| STEPS | |
|--------------|---------|
| ONE | \$24.65 |
| TWO | \$25.15 |
| THREE | \$25.66 |
| FOUR | \$26.18 |
| FIVE | \$26.71 |
| SIX | \$27.26 |
| SEVEN | \$27.80 |
| EIGHT | \$28.65 |

Twenty six (26) equalized pay formula is located in Appendix E. Equalized pay is a gross pay calculation which is based upon the underlying assumption that the employee either works, or has paid leave, to cover all scheduled work days.

Non-twenty six (26) equalized pay formula is as follows:

To adjust school year employees pay into twenty one (21) equal pay periods, covering what would normally not be paid days; regular pay is divided by twenty one (21) pay periods.

- 1) Hourly Rate x Hours Per Day x Work Days = Regular Annual Salary
- 2) Regular Annual Salary / 21 weeks = 21 Equalized Pay Periods

1) $\$22.30 \text{ per hr} \times 7 \text{ hrs per day} \times 193 \text{ days (182 work days and 11 holidays)} = \$30,127.30 = \text{Regular Annualized Salary}$

2) $\$30,127.30 / 21 \text{ pays} = \$1,434.63 \text{ per week for 21 Equalized Pay Periods}$

*Note: employee must bank ten (10) sick days to utilize equal pay.

APPENDIX E

26 Week Equalized Pay Formula

Equalized pay formula: Equalized pay is a gross pay calculation which is based upon the underlying assumption that the employee either works, or has paid leave, to cover all scheduled work days. To adjust any school year employee's pay into 26 equal pay periods, covering what would normally not be paid days; regular pay is divided by 26 pay periods.

- 1) Hourly Rate x Hours Per Day x Work Days = Regular Annual Salary
- 2) Regular Annual Salary / 26 weeks = 26 Equalized Pay Periods

Example: FY2018 Paraprofessional on Step One – 48 Credits: \$12.02 hourly rate

- 1) \$12.02 per hr x 6 hrs per day x 193 days (182 work days and 11 holidays) = \$13,919.16 = Regular Annualized Salary
- 2) \$13,919.16 / 26 pays = \$535.35 per week for 26 Equalized Pay Periods

*Note: employee must bank ten (10) sick days to utilize equal pay.

APPENDIX F

Evaluation Form

GILL-MONTAGUE REGIONAL SCHOOL DISTRICT

35 CROCKER AVENUE • TURNERS FALLS, MA 01376 • TEL: 413.863.9324 • FAX: 413.863.4560

EMPLOYEE EVALUATION FORM – Paraprofessionals

Employee _____ Evaluator _____

Department _____ Date _____

Type of Evaluation: Annual Evaluation Non-End of Year Evaluation

The value of this evaluation depends solely on the person making the rating, his/her impartiality and sound judgment. The rating should be made with great care and fairness in the interests of the employee and the school. Think carefully of the employee's work and make an honest judgment of the qualities of the employee. Base your judgment on the entire period covered and not upon isolated incidents alone. Base your ratings on accepted standards for that type of work.

Dependability - Consider accuracy and thoroughness of work and supervision required

Is a self-starter who is resourceful and self-reliant. Requires little or no supervision. Follows instructions with great accuracy.

Works steadily and requires only normal supervision. Follows instructions well. Makes few errors.

Requires more than normal supervision. Lacks initiative. Is easily distracted. Makes more errors than expected.

Requires constant supervision. Lacks follow through. Can not be depended upon.

Exemplary ____

Proficient ____

Needs Improvement ____

Unsatisfactory ____

Attendance - Consider attendance and punctuality

No concerns exist about absences or tardiness impacting job performance

Patterns of absence or tardiness are having a limited impact on job performance

Patterns of absence or tardiness are having significant impact on job performance

Exemplary ____

Needs Improvement ____

Unsatisfactory ____

Relationships with Students - Consider care, interpersonal skills and judgement

Consistently demonstrates care and respect for students. Consistently draws out positive qualities in students.

Consistently demonstrates care and respect for students. Often draws out positive Qualities in students.

Usually demonstrates respect for students. Often does not anticipate how to guide students in positive directions.

Demonstrates lack of care or respect for students. Does not interact effectively with students.

Exemplary ____

Proficient ____

Needs Improvement ____

Unsatisfactory ____



Knowledge of Job Consider basic knowledge of curriculum content, communication and learning processes, knowledge of how to use materials and supplies

Thoroughly knows curriculum content, current materials and best practices in working with students. Exceeds expectations in instructing students

Has a good knowledge of curriculum content and techniques in working with students. Effectively takes initiative in instructing students

Work with students lacks breadth and depth necessary to work independently. Has limited knowledge of job.

After sufficient training, has inadequate knowledge of content or procedures. Unable to carry out instruction or support tasks effectively.

Exemplary

Proficient

Needs Improvement

Unsatisfactory

Working Relations Consider willingness to work with and help colleagues; ability to accept constructive criticism; attitude and cooperativeness with fellow employees and supervisors.

Tactful and courteous. Very effective in dealing with co-workers. Shows consideration and anticipates needs. Seeks out feedback

Responsive to assignments and works well with others. Considerate and respectful. Uses feedback to improve

Lacks interest in assignments. Not consistently cooperative. Not always receptive to feedback

Communicates ineffectively. Frequently uncooperative. Dismissive or hostile towards feedback

Exemplary

Proficient

Needs Improvement

Unsatisfactory

OVERALL PERFORMANCE RATING

Exemplary

Proficient

Needs Improvement

Unsatisfactory

Supervisor/Evaluator Written Comments or Recommendations:

Check one line below:

The employee will remain at, or return to, regular evaluation status

The employee will start on a directed growth plan.

The employee will start on an improvement plan.

Signature of person performing evaluation: _____ Date: _____

Employee: Your signature indicates that you have received and read this document to be inserted in your personnel file, not that you necessarily agree with the contents.

Signature

Date

Employee's Comments: