

# **Contract**

for the

**FITCHBURG PUBLIC SCHOOLS  
PARA-EDUCATORS ASSOCIATION  
MTA/NEA**

and the

**FITCHBURG SCHOOL COMMITTEE**

**July 1, 2021 – June 30, 2024**

## **ARTICLE I INTENT AND PURPOSE**

The general intent and purpose of this Agreement is in the mutual interests of the School Committee and the Association, to provide for the operation of our school buildings under methods which will further to the fullest extent possible the safety, welfare and health of the school children of the City of Fitchburg under conditions which will insure economy of operation, quality and quantity of performance.

By the consummation of the Agreement the parties seek to continue and promote harmonious relations and mutual cooperation between the Committee and the Association; to formulate work rules to govern the relationship; to set forth the agreement of the parties with respect to rates of pay, hours of work and condition of employment under which members represented by the Association perform their duties; to provide for an orderly and equitable adjustment of all grievances as herein defined, all with the goal of improving the educational system of the City of Fitchburg. In seeking to achieve those goals, the parties acknowledge that the Committee has and must retain complete authority over the policies and administration of the schools, which it exercises under law, except, as expressly modified by a specific provision of this Agreement.

## **ARTICLE II RECOGNITION/DEFINITIONS/DURATION/RENEWAL**

**SECTION 1** - Subject to any applicable provisions of State or Federal Law or regulation now or hereinafter in effect, the Fitchburg School Committee (herein referred to as the "COMMITTEE" or the "EMPLOYER") recognize the Massachusetts Teachers Association/NEA (herein referred to as the "ASSOCIATION" or the "EMPLOYEES") is the sole and exclusive bargaining agent with respect to wages, hours and terms and conditions of employment for all Para-educators excluding all other employees of the Fitchburg School Department.

**SECTION 2** - The Committee will not aid, promote, or finance any labor groups or organizations which purport to engage in collective bargaining, or make any agreement with any such groups for the purpose of undermining the Association or changing any condition contained in this Agreement.

**SECTION 3** - This Agreement is a complete agreement between the parties covering all mandatory subjects of bargaining. To the extent that any rule or regulations of the Committee shall be in direct conflict with the terms of this Agreement, then the terms of this Agreement shall govern. All matters not dealt with herein shall be treated as having been brought up and disposed of and the Committee shall be under no obligation to bargain with the Association concerning any modifications or additions, which are to be effective during the term hereof. No change or modification of this Agreement shall be binding upon the Committee or the Association unless reduced to writing by their duly authorized representatives.

**SECTION 4** - This Agreement includes all Para-educators of the Fitchburg Public Schools, including but not limited to the following Para-educator job title: Inclusion Para-educator, One on One Para-educator, Program Para-educator and Parent Para-educator Liaison. Also included in the bargaining unit are the following positions:

Nurse Assistant  
COTA (Certified Occupational Therapist Assistant)

Speech and Language Pathologist Assistant  
In-House Tutor  
Academic Support Center Paraprofessional  
Applied Behavior Analysis (ABA) Technician Paraprofessional  
Program Paraprofessional (FY17)  
SPED – Bilingual Liaison  
Library/Media Technology Assistant  
Home Liaison

**SECTION 5** - This Agreement becomes effective retroactively from July 1, 2021 and shall be in effect until June 30, 2024. If a successor Agreement is not reached on or before June 30, 2021, then negotiations shall proceed under the terms of this Agreement until such time a successor Agreement is reached.

Negotiations for an extension or modification to this Agreement shall begin on or before February 1, 2024, or on a mutually agreed upon alternate date. By ratifying this Agreement, each party has served upon the other its intent to modify the Agreement upon its termination, unless either party notifies the other of a change of that intention.

### **ARTICLE III RIGHTS OF ASSOCIATION**

**SECTION 1** - The Association shall designate collective bargaining representatives and grievances representatives whose name shall be forwarded to the Committee. The Committee will recognize such representatives in their respective capacities so long as the designation from the Association remains in effect.

**SECTION 2** - There shall be no discrimination, interference, restraining, or coercion by the Committee or the Association against the employee because of membership or non-membership in the Association. The Association agrees to 4 represent all employees covered in the unit and to admit said persons to membership subject only to payment of periodic dues or fees. There shall be no discrimination by either party to the employee because of race, color, creed, age or sex.

### **ARTICLE IV DUES DEDUCTION**

The Committee agrees that, in accordance with the provisions of Chapter 180, Section 17, it will deduct membership dues from the wages of any employee in the unit who has voluntarily submitted an appropriate authorization card.

The Committee will incur no liability for loss of dues monies after depositing same in the United States Mail properly addressed to the Secretary-Treasurer of the Association.

The Association shall indemnify and save the Committee and/or the City of Fitchburg harmless against all claims, suits, or other forms of liability, which may arise by reason of any action taken in making deductions, and remitting the same to the Union pursuant to this Section.

An employee may withdraw his/her authorization to deduct dues by giving sixty (60) days notice to the Treasurer of the Association/MTA/NEA.

**ARTICLE V  
RIGHT OF THE COMMITTEE**

The Committee is a public body established under and with the power provided by the statutes of the Commonwealth of Massachusetts. As the elected representatives of the citizens of Fitchburg charged with the responsibility for the quality of education and the efficient and economical operation of the Fitchburg School system, it is acknowledged that the Committee has the final responsibility of establishing all rules and regulations of the Public Schools of Fitchburg.

Nothing in this Agreement shall be deemed to derogate or impair the powers and responsibilities of the Committee under the statutes of the Commonwealth, or the rules and regulations of any agency of the Commonwealth. Except as expressly modified herein, said rights and powers, include, but in no way are construed as limited to, the subjects mentioned in the "Table of Contents" in this Agreement.

As to every matter not expressly covered by this Agreement and except as directly modified by a specific provision of this Agreement, the Committee retains exclusively to itself all rights and powers and responsibilities that it has or may hereafter be granted by law, and may exercise the same at its discretion without such exercise being made the subject of a grievance arbitration proceeding.

It is agreed that management of the School Committee will issue an annual contract to probationary employees. It is further established that no non probationary employee shall be discharged, disciplined, reprimanded, or reduced in rank or compensation except for cause.

**ARTICLE VI  
SCOPE**

**SECTION 1** - If any part of this contract is judged illegal, all other parts will remain in effect. In the event that any Article or Section is held invalid or enforcement or compliance with has been restrained, the 5 parties shall enter into immediate collective bargaining negotiations upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

**SECTION 2** - Nothing in this Agreement shall be deemed to derogate from, or impair any power, right or duty conferred upon the School Committee and the Superintendent by statute or rule or regulation of the Commonwealth.

**SECTION 3** - The Agreement is a complete Agreement between the parties covering all mandatory subjects of discussion. The parties agree that relations between them shall be governed by the terms of this Agreement. No prior agreement or agreements have been reduced to writing and duly executed by both parties subsequent to the date of this Agreement. All matters not dealt with herein shall be treated as having been brought up and disposed of. Neither the Committee nor the Association shall be under any obligation to discuss any modifications or additions to this Agreement which are to be effective during the term thereof. No change or modification of this Agreement shall be binding on either the Committee or the Association unless reduced to writing and executed by the respective duly authorized representatives.

**SECTION 4** - To the extent that any provision of this agreement is in direct conflict with any current Rule or Regulation of the School Committee, the provision of this Agreement shall prevail. However, unless provided otherwise by MGL Chapter 150E Section 7, if there is any conflict between state or federal statutes, including but not limited to MGL Chapter 71 and this agreement, the statutory provisions shall prevail.

## **ARTICLE VII GRIEVANCES**

**SECTION 1** - For the purposes of this Agreement, a grievance shall be defined as: Any complaint by a paraeducator in the unit or the Association covered by this Agreement that

- 1) s/he has been subject to a specific violation of a specific provision of this Agreement, or
- 2) has been subject to an unfair or discriminatory act contrary to established policy or practice specifically approved by the School Committee. When filing a grievance, the paraeducator must state in writing the specific provision of the Agreement which is alleged to have been violated and is being grieved.

**SECTION 2** - The purpose of this procedure is to resolve, at the lowest possible administrative level, grievances as herein defined. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.

**SECTION 3** - All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel file of the participants.

**SECTION 4** - Every para-educator shall have the right to bring matters of personal concern, or grievances as herein defined to the attention of the appropriate officials.

Nothing contained in this Agreement shall be construed to prevent any paraeducator or group of paraeducators, not acting on behalf of any employee organization or representing anyone but themselves, from at any time discussing any problem with any of their supervisors, the School Committee, or other representatives of the School Committee without the previous consent of the Association. In doing so, the para-educator shall proceed through the appropriate levels of jurisdiction. No action taken by said supervisors, School Committee, or its representatives as a result of such discussion shall be the subject of a grievance or otherwise legally contested by said Association unless such action is in specific and direct contravention of a provision of this Agreement. The Association will be notified and have a right to attend any such session above the level of Principal.

Any paraeducator covered by this Agreement may present individually, their grievance without representation by the Association, provided that with respect to any grievance above Level 1, the Association shall be given timely notice of the grievance's presentation at such steps and shall have opportunity to be heard on the grievance before its disposition. The Association shall, within the five (5) school days next following receipt of such notice, advise the Superintendent of its desire to be so heard.

**SECTION 5** - Any party in interest (i.e. the person or persons, including the Association, making the claim and any person who might be required to take action or against whom action might be taken to resolve the claim) may be represented at all stages of the grievance procedure by a person of their own choosing except that s/he may not be represented by a representative or an officer of any para-educator organization other than the Association or its affiliates. When a para-educator is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

**SECTION 6** - Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum, and every effort should be made to expedite the process. The time limits specified may be extended only by prior mutual agreement. It is understood and agreed that no grievance, dispute, misunderstanding or difference between the parties arising out of acts that

occurred prior to the execution of this Agreement shall be submitted to the Committee under the provision of this Article.

**SECTION 7** - If, at the end of twenty-one (21) school days next following the occurrence of any grievance, the grievance shall not have been presented in writing at Level 1 set forth below, the grievance shall be deemed to have been waived if the action required to present it to the next level in the procedure shall not have been taken within the time specified therefore in this Article.

**SECTION 8** - Subject to the foregoing, all grievances must be processed in accordance with the steps, time limits and conditions set forth below.

**Level 1**

The para-educator shall present the written grievance to their school Principal during their non teaching hours. The Principal shall give their answer in writing within ten (10) school days. If the grievance is not satisfactorily settled at this step, it may

**Level 2**

be reduced to writing by the paraeducator fifteen (15) school days after receipt of the Principal's answer and be presented to the Superintendent of Schools. The Superintendent and/or their designee and the paraeducator, and if the paraeducator so elects, the President of the Association or their designee, shall meet to discuss the grievance within ten (10) school days after receipt of the written grievance. The Superintendent shall elect whether this discussion shall take place during working hours or not. In the event the Superintendent (or the Committee) elects to hold a grievance session during working hours, the grievant, or parties in interest (including witnesses or representatives), will not have pay deducted for time so spent during school hours. The Superintendent or their designated representative shall give their written answer to the grievance within ten (10) school days following the conclusion of the meeting. All grievances at Level 2 shall be assigned an appropriate code number by the Association to facilitate proper processing at each level of the grievance procedure. If the grievance is not satisfactorily settled at this step, it may

**Level 3**

be appealed in writing within fifteen (15) school days after receipt of the written answer of the Superintendent by the paraeducator to the School Committee. The School Committee or its designated representatives and the paraeducator and if the paraeducator so elects, counsel and/or authorized representatives of the Association, shall meet to discuss the grievance as promptly as possible, normally within fifteen (15) school days, at a time mutually agreed upon between the Chairman of the School Committee and the President of the Fitchburg Education Association. Either party reserves the right to have such resource persons present at the hearing; but if any person or persons who are not members of the bargaining unit are to represent the paraeducator at this meeting, the School Committee and the Association will be informed in writing of the names and titles of such person or persons three (3) school days prior to the meeting. The School Committee or its designated representative shall elect whether this discussion shall take place during working hours. If the Committee plans to have counsel or a person not in the employ of the School Department present, it will so notify the paraeducator or the Association in writing three (3) school days before the hearing.

The School Committee will give its written answer to the grievance within ten (10) school days following the conclusion of the meeting. If no satisfactory settlement of the grievance is made, it may

**Level 4**

be appealed to arbitration by written notice of such intention to appeal within twenty (20) school days after the receipt of the written answer under Level 3. No matter will be referred to arbitration without the approval of the Association. This appeal to arbitration shall be in accordance with the procedures and conditions set forth in Article VIII.

**ARTICLE VIII  
ARBITRATION**

**SECTION 1** - In the event either party elects to submit a grievance to arbitration, the Superintendent and the Association shall attempt to mutually select an arbitrator.

If the Superintendent and the Union have not agreed within five (5) working days after written notice set forth above of the intention to arbitrate, then the party demanding arbitration shall request the American Arbitration Association to provide a panel of arbitrators. Said arbitrator is then to be selected under the provisions of the Voluntary Labor Arbitration Rules of the American Arbitration Association.

**SECTION 2** - The fees of the American Arbitration Association, if any, and the fees of the arbitrator and the expenses of any required hearings shall be equally shared by the Committee and the Association. Each party shall bear the expenses of its own witnesses, participants and for the presentation of its own case. In no event shall any member of the Committee have a personal obligation for any payment under the provisions of this Agreement.

**SECTION 3** - The arbitrator's award shall be in writing and shall set forth his/her findings of fact with reasons and conclusions.

The arbitrator shall arrive at his/her decision solely upon the facts and evidence and conditions presented by the parties through the arbitration procedure.

The arbitrator shall have no power to add to, subtract from or modify any terms of this Agreement and in reaching his/her decision shall interpret the Agreement in accordance with the commonly accepted meaning of words used herein and the principles that there are no restrictions intended on the rights or authority of the Committee other than those expressly set forth herein.

Subject to the foregoing, the decision of the arbitrator shall be submitted to the Committee and the Association and shall be binding upon the Committee, the Association and any employee or group of employees who initiated the grievance.

**SECTION 4** - The parties may mutually agree to submit more than one pending grievance to the same arbitrator.

## **ARTICLE IX SICK LEAVE**

**SECTION 1** - Para-educators will be awarded fourteen (14) sick days per year.

**SECTION 2** - Employees with less than one (1) year of service shall accrue sick leave at the rate of 1-¼ days per month. All other employees will be credited with sick leave as of July 1st.

**SECTION 3** - Maximum accrual of sick leave will be one hundred eighty (180) days. Any days beyond 180 that would have been forfeited will be added to the sick bank.

**SECTION 4** - Sick leave with pay is intended primarily to cover the employee's own incapacitation due to illness or injury, however up to ten (10) days annually may be used in order to attend to illnesses in the member's immediate family (as defined in Article XI). In the case where there has been an absence of five (5) or more consecutive days, the Superintendent of Schools or his/her designee may require a physician's certificate as to the necessity of an absence. Abuse of sick leave will be treated as individual disciplinary cases by the Superintendent.

## **ARTICLE X SICK LEAVE BANK**

**SECTION 1** - A Sick Leave Bank will be maintained for use by qualified members whose sick leave accumulation is exhausted through prolonged illness or accident and who require additional leave to make full recovery from an extended illness.

**SECTION 2** - Each member of the bargaining unit shall submit one (1) sick day of their personal accumulation to the Sick Leave Bank on the first day of each new agreement cycle, to be used by para educators who qualify and who have exhausted their own individual sick leave, both annual and accumulated, who still have a serious extended illness.

**SECTION 3** - Para educators shall not qualify for consideration of extended illness leave within the framework of the Sick Leave Bank unless they have accumulated at least twenty (20) sick leave days as of the beginning of the applicable school year after the submission required by Section 2.

**SECTION 4** - The Sick Leave Bank shall only be available after the Para-Educator has exhausted his/her entire personal sick leave, both annual and accumulated.

**SECTION 5** - Any sick leave granted under the provisions of this Article shall expire at the end of the school year. There shall be no accumulating or carry over to successive years of unused Sick Leave Bank days beyond each applicable school year, except as set forth in SECTION 13.

**SECTION 6** - The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of two (2) members designated by the School Committee (not covered by another bargaining unit) to serve at its discretion and two (2) members designated by the Para Educators' Association.

**SECTION 7** - Application for benefits shall be made in writing to the Sick Leave Bank Committee accompanied by a doctor's certificate as to the need for and anticipated extent of extended recovery time from the illness.

**SECTION 8** - Application for benefits may be made prior to the employee's exhaustion of his or her own personal sick leave to expedite benefits, but drawing upon the Bank will not actually commence until after the employee's own sick leave days are exhausted and adequate medical notification has been provided and in no event unless the prolonged illness has exceeded twenty (20) consecutive school days.

**SECTION 9** - The initial grant of sick leave by the Sick Leave Bank Committee to an eligible employee shall not exceed thirty (30) days.

**SECTION 10** - Upon completion of the thirty (30) day period, additional entitlement may be extended by the Sick Leave Bank Committee upon demonstration of need by the applicant.

**SECTION 11** - Subject to the foregoing requirements, the Sick Leave Bank Committee will determine the eligibility for the use of the Bank and the amount of leave to be granted. The following general criteria shall be considered by the Committee in administering the Bank and in determining the amount of leave:

1. Medical evidence of serious extended illness
2. Prior utilization of eligible leave

The decision of the Sick Leave Bank Committee with respect to eligibility and entitlement shall be final and binding and not subject to appeal.

No days may be withdrawn from the Sick Leave Bank for any other illness other than prolonged illness or accident. Days may not be withdrawn to permit an individual to stay at home to care for other members of the family and, in no instance, may days be withdrawn for purposes of maternity.

**SECTION 12** - Upon return from extended sick leave during which benefits were received through the Sick Leave Bank, the recipient shall be entitled to commence a new accumulation of individual sick leave in accordance with the provision of the collective bargaining agreement on the same basis as other para educators.

**SECTION 13** - If the Sick Leave Bank is exhausted during this contract period, it shall be renewed by the contribution of one (1) additional day of sick leave by each eligible member of the staff covered by this Agreement from their annual days of sick leave. To the extent that such additional days are unused at the conclusion of the three (3) year period, they may be carried over to the Bank in the successive school year. (Maximum of 250 days)

## **ARTICLE XI PERSONAL LEAVE**

Three (3) personal days to conduct family, personal, legal or religious responsibilities will be awarded to each employee as of the first day of school. Application for use of personal days must be submitted within three (3) school days in advance except in cases of emergency. Any unused personal days will be rolled into sick leave balances at the end of each school year.

## **ARTICLE XII PARENTAL LEAVE**

**SECTION 1** - Subject to Massachusetts General Laws, Chapter 149, Section 105D, covered employees shall be entitled to a leave of absence of eight (8) weeks. Any employee who has been employed for at least three consecutive months shall be entitled to a parental leave of absence for the purpose of giving birth or for the placement of a child under the age of 18 (or under the age of 23 if the child is mentally or physically disabled), for adoption with the employee who is adopting or intending to adopt the child; provided however, that any 2 employees of the same employer shall only be entitled to 8 weeks of parental leave in aggregate for the birth or adoption of the same child.

The employee shall give at least 2 weeks' notice to the employer of the anticipated date of departure and the employee's intention to return, or provide notice as soon as practicable if the delay is for reasons beyond the individual's control. Any paraeducator shall be entitled to utilize up to eight (8) weeks of accrued personal sick time and/or personal days if necessary, commencing with the date of the birth or placement of an adopted child in the home. Additional time for recovery and/or complications will be made in accordance with the procedures set forth in Article IX. In the case of pregnancy, the employee shall notify the Superintendent in writing within a reasonable time after the pregnancy has been confirmed.

All requests for leave made under this Article, whether original requests, extensions, or renewals, shall contain the length of the leave for which the request is made. FPS recognizes that start dates in this instance may change, it is the expectation that changes to dates be made in writing and within a reasonable time frame. All requests for leave under this article will be submitted with supporting medical documentation and/or court documents for adoption purposes. FMLA forms are available to download from the district website or may be requested from the Office of Human Resources. The parties to this Agreement agree that State statutes and decisions of all Federal and State courts concerning parental leave will be applicable to this Agreement. Prior to returning to normal duties, the birth parent must submit a health clearance.

**SECTION 2** - Individuals who have completed at least one year in the Fitchburg School System may apply for a leave of absence without pay not to exceed one year, or impact upon more than one school year, for the purpose of "Child Rearing". Any request made pursuant to this section shall clearly state the inclusive dates of the leave requested and the date by which notice of return shall be given. Failure to return by the date identified and/or failure to notify of intention to return shall constitute a resignation from the Fitchburg Public Schools. Absent emergency conditions, such leaves shall be requested by March 1 of the preceding year or at the time a parental leave is requested to extend such leave.

**SECTION 3** - Employees returning from parental leave of absence will be placed on the current salary schedule at least at the step held prior to withdrawal and will be assigned to any school where a vacancy occurs in as comparable a position as possible. In the event the employee has continued his or her duties under the contract through February 1 of the school year in which her leave is granted, he or she will be credited with a step on the salary schedule upon return from leave.

**SECTION 4** - In exceptional cases, such as interrupted pregnancy, the employee may make a written application for reinstatement, accompanied by a physician's statement of good health. Such reinstatement may be granted by the Superintendent.

\*Any provision of this Article found in non-compliance with present State or Federal Statutes shall be superseded by said State or Federal standards.

**ARTICLE XI  
BEREAVEMENT LEAVE**

In the event of each case of death in the immediate family of a para-educator, he/she will be granted, at his/her request, reasonable necessary time off, on the days prior to the funeral, on the day of the funeral, and/or on the days after the funeral. Such leave will be without loss of pay to the extent set forth in the following schedules:

1. Death of a spouse, child, grandchild, parent, brother or sister, mother-in-law, father-in-law, grandparent, domestic partner, step-children, step-parents or relative living in the same household: Up to three (3) school days without loss of pay.
2. Death of a brother-in-law, sister-in-law, aunt, uncle, niece, or nephew: One (1) day without loss of pay.

If extenuating circumstances exist, additional bereavement leave may be granted at the discretion of the Superintendent. Additional days will be charged to sick leave.

**ARTICLE XIV  
WORK YEAR/WORK DAY**

**SECTION 1** - The length of the work day for all paraeducators will be 6.5 hours.

**SECTION 2** - If an employee is called upon to work additional days or hours, he/she will be paid on a per diem or hourly basis, if approved by the Superintendent or his/her designee.

**SECTION 3** - On days when there is a delayed opening, employee will receive their normal pay for their regularly assigned hours, if they report to work.

**SECTION 4** - All six (6) hours or more employees will receive a thirty (30) minute duty free lunch period each day.

**SECTION 5** - Beginning FY17, the normal work year for all paraprofessionals is 183 days (180 Student Days and 2 Professional Development Days, and one half day on the opening day of school for teachers) The remaining half day will be completed asynchronously prior to the commencement of the student year. PD Days may be scheduled in half-day increments during the school year. Professional Development that is scheduled prior to the opening day of the school year will be included on the master calendar that is approved by the School Committee.

**SECTION 6** - Paraprofessionals working 4 hours or greater a day will receive a 10-minute paid break.

**SECTION 7** - Para-educators will be afforded a minimum of two (2) hours paid common planning time with their student's teacher(s) over the course of the year, to be approved by the principal or director.

**ARTICLE XV  
PROFESSIONAL DEVELOPMENT/WORKSHOPS**

**SECTION 1** - If a bargaining unit member is mandated to attend a workshop or event by the Superintendent of Schools or his/her designee beyond the normal workday, he/she will be compensated at their regular hourly rate.

**SECTION 2** - In-service free training may be provided to both new and long term Unit B employees on teachers' in-service days. All employees required to attend such training will be compensated at their regular hourly rate.

**SECTION 3** - If a bargaining unit member would like to attend a job-related workshop or take a course to further their education, he/she may fill out a request form and have it approved by the Building Administrator, Superintendent of Schools and, where appropriate, the Director of Special Education. If approved, the employee will receive reimbursement for the price of the course and/or workshop registration fee, (also includes MTEL prep course and MTEL test fee). A maximum of \$500.00 will be paid for a course taken per year.

**ARTICLE XVI  
HOLIDAYS**

Thanksgiving Day  
Christmas Day

**ARTICLE XVII  
EXTRAORDINARY JOB RESPONSIBILITIES**

**SECTION 1** - Preschool programs, programs for students with intensive needs (substantially separate programs-i.e.: Autism spectrum, emotional impairment and intellectual impairment) includes Pathways, Preschool, Guided Learning and Learning Perspectives. Paraprofessionals assigned to the substantially separate program will be classified as Program Paraprofessional and the rate of pay will be \$2.60 above the hourly para rate.

The Special Education Director can exercise discretion to identify and compensate paraprofessionals who work with students outside the substantially separate classroom but student services are in direct alignment with the intensive needs of a substantially separate classroom and who may be eligible for the additional \$1.25 for toileting that has direct contact with urine, feces and/or menstruation and/or \$1.25 for intensive instructional services. The additional amount is at the discretion of the IEP needs and determined by the Special Education Director or Director of Pupil Services.

**SECTION 2** - In addition, individual para-educators may be asked to attend and complete special training courses such as ABA, SPIN, etc. due to a student's special need. This course must be set up and approved by the Director of Special Education. Upon completion of this course and, if it is so stated in the student's IEP, the Director of Special Education will approve the para-educator who has completed the training to receive an additional \$1.25 per hour.

**ARTICLE XVIII  
JURY DUTY**

**SECTION 1** - In the event that any employee covered by this Agreement is required to perform and does perform jury service, and in the event that the total weekly earnings of the employee, including compensation for work performed for the City of Fitchburg and compensation for jury service is less than his regular compensation for full-time employees, the Committee agrees to pay to the employees the difference between their actual weekly earnings and what he/she would have earned if he/she had performed such number of hours of work for the Committee.

**SECTION 2** - As a condition of receiving such payment, employee agrees that if during jury service he/she is discharged for the day during regular working hours, he/she will report to the Superintendent of Schools or his designee for such work as may be signed.

**SECTION 3** - An employee performing such jury service who desires the benefit of this Article shall be required to present weekly to the School Department a certificate signed by the Clerk of Courts or other proof reasonable in satisfaction to the Superintendent as to the time spent by the employee in such jury service during the week and the amount of compensation received therefore.

**SECTION 4** - Absence for jury duty shall not count in calculating absence limitation under other Sections, the salary paid by the Fitchburg Public Schools during such absence shall be at the regular rate, less the fee paid by the courts for such duty. Employees called to Jury Duty must provide documentation from the court or a signed statement from the employee that an attempt was made to schedule jury duty during non-school time, in order to receive pay for such absence.

**ARTICLE XIX  
MILITARY LEAVE**

The Committee will comply with all State and Federal Leave with respect to mandatory military leave of absence.

**ARTICLE XX  
WORKERS COMPENSATION**

Any employee when disabled by an accident or injury arising out of his/her employment is entitled to file for benefits under the Workers' Compensation. Any injury must be reported forthwith to the Building Principal, and where appropriate to the Superintendent/Director of Building Maintenance. The report of injury shall be completed in triplicate, one copy shall be retained in the employee's personnel file and two copies forwarded to the Workers' Compensation Agent for the City of Fitchburg as soon as possible.

When covered by the Workers' Compensation Act, a member of the unit may also elect to receive sick leave payments to the extent permitted by General Law, Chapter 152, Section 69 whereby such sick leave will be chargeable pro rata against accumulated sick leave and whereby the amount, when added to Workers Compensation benefits does not exceed his/her full salary wages.

In instances where accumulated sick leave is exhausted, the member of the unit will only receive the applicable Workers' Compensation benefits.

**ARTICLE XXI  
JOB RELATED TRAVEL REIMBURSEMENT/LIABILITY**

Upon approval by the appropriate administrator, the Fitchburg School Department agrees to reimburse bargaining unit members for job-related travel expenses at the rate set by the City of Fitchburg for all employees.

**ARTICLE XXII  
OVERTIME**

Overtime compensation at the rate of time and one-half may be paid only if a bargaining unit member is required to attend a function or be present at a job-related activity and only with the approval of the Superintendent of Schools or his/her designee.

**ARTICLE XXIII  
SURVIVOR BENEFIT**

In the event of the death of an actively employed bargaining unit member with 10 or more years of consecutive service to the Fitchburg School Department, the Fitchburg School Department agrees to pay to the designated beneficiary or estate of said individual an amount of money equal to what that individual would have been 14 eligible to have earned for the remainder of that contract year (July 1 to June 30). Approved leaves of absence would be counted as active service.

**ARTICLE XXIV  
EMPLOYMENT/VACANCIES/TRANSFERS/ASSIGNMENTS**

A vacancy is an opening caused by promotion, death, retirement, resignation, transfer, discharge or the creation of a new position. Bargaining unit members who may be interested in filling possible vacancies and/or transferring to a different work site within the Fitchburg School Department should submit a written request to the Superintendent of schools or his/her designee by April 1st of each year. When vacancies occur throughout the year, they will be sent to the President(s) of the FEA.

- A. All members of the bargaining unit are eligible to apply for such vacancies. Factors such as seniority, experience, attendance, prior performance and specialized skills and/or training will be taken into account in filling such vacancies.
- B. Applicants for such vacancies will be notified in writing as to the decision made by the appointing authority regarding individual applications.
- C. All employees are eligible to apply and be employed in professional, co-curricular, athletic, and all other stipendiary positions in the district. A list of established positions for the Fitchburg School Department and the salaries is in the Unit A contract and will be made available to bargaining unit members. Video Club Coordinator will be listed on Appendix C Extra Curricular Responsibilities, Level Two, to reflect current practice.

**ARTICLE XXV  
SENIORITY/REDUCTION IN FORCE/RECALL**

**SECTION 1** - In the event that it becomes necessary to reduce the number of employees covered by this agreement, seniority will be a factor in determining this reduction, however, it will not be the only factor.

Performance, knowledge of the position, attendance and demonstrated skills associated with job performance will also be factors.

**SECTION 2** - Seniority will be defined as the total number of consecutive prorated years employed by the Fitchburg School Department. Therefore any prior employment by the Fitchburg School Department in such departments as food service, classroom instruction or others will be applicable in determining seniority status. Any unpaid leave of absence will not be applicable in determining seniority status.

On July 1 of each year, all members of the bargaining unit will be provided with a current, printed seniority list including position, date of hire and location of position currently held. Also included with this information will be updated totals of available sick leave, personal leave and vacation leave.

**SECTION 3** - In the event that it becomes necessary to lay off bargaining unit members, a recall list will be maintained with the names of employees who have been laid off within the last two (2) years. If budget permits the restoration of positions within the bargaining unit, employment will be first offered to individuals on the recall list, based upon seniority, experience, attendance, prior performance and specialized skills and/or training. Upon recall under the provisions of the Article, bargaining unit members will be placed on the corresponding step of the wage scale that is consistent with their previous employment in the Fitchburg School Department. For example, if the employee being recalled was on Step #2 of the wage scale at the time of lay-off, he/she will be placed on Step #3 upon recall, providing that the recall occurs in a subsequent contract year. If however the laid off employee was on the previous step for less than 50% of the contract year, he/she shall be placed on the same step upon recall.

## **ARTICLE XXVI SUBSTITUTE COMPENSATION**

If a Para-educator is required to be the substitute teacher for a day, an extra \$35.00 will be added to that employee's daily pay (prorated accordingly for ELT schools). Substitute coverage will be recorded in one (1) hour increments and submitted weekly.

## **ARTICLE XXVII WORKING CONDITIONS**

The Fitchburg School Committee shall strive to make the following working conditions available to in house personnel:

1. A work area containing adequate equipment and supplies to aid in assisting students with assignments given by classroom teachers
2. A personal desk with lock and chair
3. A communication system, which allows the employee to communicate with the office
4. All schools will supply all ESP's with their own mailbox.

## **ARTICLE XXVIII SAFETY**

The Fitchburg Public Schools Para-Educators Association and the Fitchburg School Committee acknowledge the necessity to provide a safe and productive learning environment for both students and staff, maintained through diligent enforcement of the Student Handbook.

In consultation with the classroom teacher, a paraprofessional may send to the appropriate administrator those students whose actions were disruptive to his/her classroom/instructional program. Should the student refuse to comply, the administrator shall be notified, and appropriate action shall be taken to remove the student from the immediate environment. The administrator shall communicate with the unit member about the student conduct and consequences as recorded in X2 and/or the paraprofessional may consult with the administrator.

## **ARTICLE XXIX PERSONNEL FILES**

**SECTION 1** - Any Education Support Professional shall have access to their personnel file during school department hours, provided they schedule an appointment at least 24 hours in advance, at a mutually agreeable time.

**SECTION 2** - No material derogatory to an Education Support Professional's conduct, service, character, or personality will be placed in the personnel file unless the ESP has had an opportunity to review the material. The ESP will acknowledge that he/she has had the opportunity to review the material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The ESP will also have the right to submit a written response to such material and his/her response shall be attached to the file copy.

**SECTION 3** - Any written complaint regarding an Education Support Professional to any supervisor, member of Administration &/or School Committee by any parent, student or other person will be promptly called to the attention of the Education Support Professional. The name of the complainant shall be given to the employee along with full disclosure of the specifics of the complaint.

## **ARTICLE XXX EVALUATION**

An evaluation instrument will be utilized as a positive approach for study, at six months and one year. Evaluation thereafter will be required prior to January 30th and with a final evaluation by June 1st. Evaluation will be done by the principal or his designee. The Evaluation Form utilized is in Appendix A. Employees will be given a copy of any evaluation report prepared by an administrator and will have the right to discuss the report. The administrator must confer with any employee whose service is rated unsatisfactory in any respect and plan cooperatively for improvement. The employee will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The ESP has the opportunity to submit a written response to the Evaluation, which will be attached to the file copy. \* The agreed upon Evaluation Form is Appendix A.

## **MISCELLANEOUS**

A joint labor/management committee will be formed with the purpose of revising job descriptions, the evaluation instrument, evaluation language, and discipline language. The committee will be composed of two (2) unit members and 2 Administrators. The committee will begin its work no later than September 15, 2021 and will submit recommendations by November 15, 2021.

**Appendix B - Wage Scale**

<b>Paraprofessional (Non-Program)</b>					
		<b>STEP</b>	<b>21/22 @ 2.5%</b>	<b>22/23 @ 2.5%</b>	<b>23/24 @ 2.0%</b>
		<b>1</b>	\$15.19	\$15.57	\$15.88
		<b>2</b>	\$16.27	\$16.67	\$17.01
		<b>3</b>	\$17.34	\$17.78	\$18.13
		<b>4</b>	\$18.75	\$19.22	\$19.60
		<b>5</b>	\$19.83	\$20.33	\$20.74
<b>Paraprofessional (Program)</b>					
		<b>STEP</b>	<b>21/22 @ 2.5%</b>	<b>22/23 @ 2.5%</b>	<b>23/24 @ 2.0%</b>
		<b>1</b>	\$17.86	\$18.30	\$18.67
		<b>2</b>	\$18.93	\$19.41	\$19.79
		<b>3</b>	\$20.01	\$20.51	\$20.92
		<b>4</b>	\$21.41	\$21.95	\$22.39
		<b>5</b>	\$22.47	\$23.03	\$23.49
<b>LibraryMedia Tech</b>					
		<b>STEP</b>	<b>21/22 @ 2.5%</b>	<b>22/23 @ 2.5%</b>	<b>23/24 @ 2.0%</b>
		<b>1</b>	\$15.74	\$16.14	\$16.46
		<b>2</b>	\$16.82	\$17.24	\$17.59
		<b>3</b>	\$17.90	\$18.34	\$18.71
		<b>4</b>	\$19.30	\$19.78	\$20.18
		<b>5</b>	\$20.38	\$20.89	\$21.30
<b>OTA/COTA/SL PA/ABA</b>					
		<b>STEP</b>	<b>21/22 @ 2.5%</b>	<b>22/23 @ 2.5%</b>	<b>23/24 @ 2%</b>
		<b>1</b>	\$27.69	\$28.38	\$28.94
		<b>2</b>	\$28.76	\$29.48	\$30.07
		<b>3</b>	\$29.84	\$30.58	\$31.20
		<b>4</b>	\$30.91	\$31.69	\$32.32
		<b>5</b>	\$31.99	\$32.79	\$33.45

ISS/ASC Paras		STEP				
		<b>1</b>	\$27.38	\$28.06	\$28.62	
		<b>2</b>	\$29.09	\$29.82	\$30.41	
		<b>3</b>	\$30.80	\$31.57	\$32.20	
		<b>4</b>	\$32.51	\$33.32	\$33.99	
		<b>5</b>	\$35.36	\$36.25	\$36.97	

**LONGEVITY**

<b>2022-2023</b>				
Years of Service			Payment	
20 to 25 Years			\$500.00	
26 Years + Over			\$600.00	
<b>2023-2024</b>				
Years of Service			Payment	
15 to 20 Years			\$400.00	
21 to 25 Years			\$500.00	
26 Years + Over			\$600.00	