



# AGREEMENT

BETWEEN THE

**FITCHBURG EDUCATION ASSOCIATION  
EDUCATION SUPPORT PROFESSIONALS  
of MTA/NEA**

AND

**FITCHBURG SCHOOL COMMITTEE**

July 1, 2024 – June 30, 2027

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## **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. 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 Para-educator  
Applied Behavior Analysis (ABA) Technician Para-educator

Program Para-educator (FY17)  
SPED – Bilingual Liaison  
Library/Media Technology Assistant  
Security Monitor Para-educator

**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 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 para-educator 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 para-educator 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 para-educator or group of para-educators, 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 para-educator 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 para-educator 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 para-educator, and if the para-educator 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 para-educator to the School Committee. The School Committee or its designated representatives and the para-educator and if the para-educator 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 para-educator 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 para-educator 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 fifteen (15) sick days per year.

**SECTION 2** - Employees with less than three months (90 days) shall accrue sick leave at the rate of 1-¼ days per month. After their first 90 days of service, staff shall be credited with their remaining sick leave and shall provide their one day to the sick bank unless they have opted out. 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 cases where there has been an absence of five (5) or more consecutive days, the Superintendent of Schools may require a physician's certificate as to the necessity of an absence. Abuses of sick leave will be treated as individual disciplinary cases by the Superintendent. Employees on long term sick leave must provide the Office of Human Resources with supporting medical documentation every 45 calendar days and provide an estimated return to work date.

**SECTION 5** - Employees who are eligible under law for use of the Family Medical Leave Act (FMLA) may use said leave for qualifying events. Additionally, if a unit member has been employed by the district for more than six months but has not reached the 1250 work hours required by FMLA, the district will provide them with an unpaid leave benefit equivalent to FMLA; staff will be required to submit FMLA equivalent documentation to substantiate the request for this leave.

## **ARTICLE X COMBINED SICK LEAVE BANK**

1. Effective 2024, a Combined Sick Leave Bank (CSLB) 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.
2. Each member of the Teacher, Para-Educator, Clerical Staff, or Custodial Staff Fitchburg Educational Association bargaining units shall be automatically enrolled in the CSLB upon hire and shall submit one (1) sick day from their personal accumulation to the bank on the first day of each school year (EXCEPT that members of this unit shall submit their one (1) day on their 91<sup>st</sup> day of employment, per IX.2). Staff who wish to opt out of the CSLB must do so in writing within thirty (30) days of their hire date - staff who opt out shall not submit one sick day per year and shall not be eligible for the benefits of the bank as explained in this section. All extant sick banks shall be combined into this bank.  
One day of donated sick leave shall count as one day of sick leave for the bank, regardless of the unit of origin for the donated day.
3. In addition to their one (1) day yearly, any member of the Teacher, Para-Educator, Clerical Staff, or Custodial Staff bargaining units may donate their unused sick days to the bank in writing at their discretion, except that no individual shall donate more than 50 sick days (in addition to their yearly donations) during their employment in Fitchburg.  
Said staff may donate unused sick days by notice, and explicitly may make donations as part of their severance from the district, such as by retirement or other termination of their employment. All donations shall be voluntary.
4. All unit members who submit days into the CSLB shall be eligible for the benefits as listed in this article.
5. Benefits from the Sick Leave Bank shall only be available after the unit member has exhausted their entire personal sick leave, both annual and accumulated, OR has documented reason to believe that they will do so imminently (as noted in Section 8).
6. Any sick leave granted to unit members under the provisions of this Article shall expire at the end of the fiscal year. Should a unit member require additional sick bank days in the next fiscal year, the granting of such leave shall be in the purview of the sick bank committee.
7. The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of two (2) members designated by the District (not within a CSLB bargaining unit) to serve at its discretion and two (2) members designated by the Education Association. Under normal

circumstances this Committee shall convene to consider the eligibility of unit members to draw from the Bank. The Sick Leave Bank Committee shall keep track of days submitted and days withdrawn.

8. 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.
9. Application for benefits may be made prior to the employee's exhaustion of their 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.
10. The initial grant of sick leave by the Sick Leave Bank Committee to an eligible employee shall not exceed thirty (30) days.
11. 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.
12. 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.
13. 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 leaveThe decision of the Sick Leave Bank Committee with respect to eligibility and entitlement shall be final and binding and not subject to appeal.
14. 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. Days may be explicitly granted for severe intermittent medical needs, such as regularly scheduled chemotherapy, at the discretion of the Sick Leave Bank Committee.
15. 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 unit members.
16. If the Sick Leave Bank drops below five hundred (500) days 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. Any additional days unused in the bank shall be carried over into the successive school year.

## **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**

1. An employee who is employed by the district for three (3) months is eligible for parental leave for the birth or adoption of a child in accordance with the provisions of General Laws, Chapter 149, Section 105D. A unit member is entitled to eight (8) weeks of parental leave 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. The first two weeks of leave under this article shall be paid in full without reduction of benefit days (sick or personal time).

2. Any unit member who intends to apply for parental leave shall notify the building Principal and Office of Human Resources in writing as soon as reasonably practical or with no less than two (2) weeks' notice. As noted above, any unit member teacher shall be entitled to utilize up to two (2) weeks of parental leave without the loss of earned time. Such leave will commence with the date of the birth or placement of an adopted child in the home. Paid parental leave is valid for both birth parents and non-birth parents alike. Birth parents are afforded additional time for recovery and/or complications in accordance with the procedures set forth in Article VIII and any applicable state or federal statutes.
3. 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.
4. 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 [www.dol.gov](http://www.dol.gov) as well as the district website OR may be requested from the Office of Human Resources.
5. 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.
6. Prior to returning to normal duties, the birth parent must submit a medical authorization to return to work.

## **SECTION 2**

1. 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.
2. 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**

1. An employee 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 position as possible. In the event the employee has continued their 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**

1. In exceptional cases, such as interrupted pregnancy, the teacher may make 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 XIII  
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 five (5) school days without loss of pay.
2. Death of a brother-in-law, sister-in-law, aunt, uncle, niece, or nephew; or for the loss of a pregnancy: Up to three (3) days 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 para-educators will be seven (7) hours, inclusive of a 30 minute paid lunch. Regular work and assigned duties shall be performed within this regular work day. The seven (7) hour work day may start up to thirty (30) minutes before or after the start of the regular student day. For example, a staff member may start work 15 minutes prior to the start of the student day and then finish seven hours later.

The Administration will make every attempt to grant an individual's requested start time based on the employee's personal obligations (e.g. childcare, second jobs, etc.), provided the individual communicates the obligations to their building principal by August 25<sup>th</sup> of each year.

The seven hours of work shall be consecutive from the staff member's start time. The start time of any individual staff member shall be set at the beginning of the year and shall not change without written agreement of the staff member and administrator.

**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** - Beginning FY17, the normal work year for all para-educators 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 5** - Para-educators working 4 hours or greater a day will receive a 10-minute paid break.

**SECTION 6** - 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** – Free in-service training may be provided to both new and long term unit 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.

**SECTION 4** - The District shall determine what technology, e.g., software programs, computers, is necessary for employees to perform their duties, and shall provide access to such technology.

**ARTICLE XVI  
HOLIDAYS**

Thanksgiving  
Christmas Day  
Beginning FY26: Martin Luther King Day  
Beginning FY27: Veteran's 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. Para-educators assigned to the substantially separate program will be classified as Program Para-educator 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 para-educators 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 and satisfactory 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, including up to 17 days per school year for active duty training that cannot be scheduled in the summer (District pays difference between military and regular pay).

## **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.

An employee who is injured due to an assault by a student in the course of their duties for which Workers' Compensation benefits are awarded shall have their Workers' Compensation benefits supplemented by the District, without charge to their sick leave accrual, such that the employee receives their base salary or wages for a period of up to 30 days. Thereafter, the employee may use their personal sick leave such that the employee receives their base salary or wages for a period of up to 30 days.

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**

A. When temporary vacancies occur in the teaching staff the Elementary or Middle School level, they shall be filled by staff as directed by the district as equitably as possible in the following order:

1. Assigning Daily Substitutes and Permanent Building Substitutes.
2. Assigning other Para-educator unit members, paid at an additional \$10 per hour (up to \$70 daily rate and in 15-minute increments).
3. Assigning Unit A Members who volunteer to substitute, giving priority to teachers in the same department, content area or grade level. In situations where all other options are exhausted, other teacher volunteers may sub.
4. In situations when all other options are exhausted, Unit A teachers in the same grade level,

content area or department may be required to absorb students. Staff who absorb more than 3 students will be paid \$45 per day. Appropriate staff to address specific student needs related to IEP's will also be transferred with the specific student, e.g., if students who need diapering or 1:1 attention are absorbed into another class, someone with the proper certification will follow with them to support.

5. The District may assign students to the cafeteria with a structure of personnel that will provide for a safe environment.

B. When temporary vacancies occur in the teaching staff at the High School level, they shall be filled by staff as directed by the district as equitably as possible in the following order:

1. Assigning Daily Substitutes, Building Substitutes, or Floating Substitutes.
2. Assigning other Para-educator unit members, paid at an additional \$10 per hour (up to \$70 daily rate and in 15-minute increments).
3. Allowing HS content teacher volunteers, paid at an additional \$45 per class covered (not to exceed one (1) class per day). In situations where all other options are exhausted, non-content volunteers may sub.
4. The District may assign students to the cafeteria with a structure of personnel that will provide for a safe environment.

C. Exclusions/Conditions:

- SPED, Title 1, ESL, and paras are NOT to be pulled from their assignment unless all other available subbing options have been exhausted, except assigning students to the cafeteria.
- ESL and SPED Co-teachers who are assigned to cover for the general education teachers in a classroom they are assigned to will not receive additional compensation. Partial day co-teachers will be compensated for pro-rated coverage.
- There will be no additional absorption compensation if/when students are on a classroom roster but are removed for periods of time for Title 1, SPED, or other intervention services, when those students are returned either for the day or permanently.
- "Absorption" shall mean 4 or more students integrated into a classroom for a period of time or the remainder of the school day. Three (3) or fewer students will not qualify for the absorption substitute coverage rate.
- Absorption may be calculated at a ½ day rate of \$22.50.

## **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 lockable, secure location to store small personal belongings.
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.

Interpretation: The District will make available interpretation services, as necessary, to support non-classroom communication between bargaining unit members and parents, guardians and other caregivers, provided bargaining unit members must request these services at least 1 week in advance except in urgent circumstances.

Break Room: Staff shall have access to a staff-only break room with a working refrigerator and sink for their lunches and for use during other unassigned periods. There will be at least one such room at every building.

## **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.

- a. Injury Reporting: Staff members will immediately report, in writing, to the building principal or their immediate supervisor when they are injured in the course of their work, including injuries sustained accidentally or in any cases of alleged assault and/or battery. An injured staff member will also seek appropriate medical attention. Should an injured staff member require medical attention beyond what is available in the building, they shall be given immediate release time for to obtain medical treatment for the remainder of the work day without any reduction in their pay or their accrued sick time.
- b. Broken Item Reimbursement: The District will reimburse employees for:
  1. The replacement cost of any hearing aids, glasses, clothing or other personal property, damaged or destroyed as a result of an injury caused by a student assault or other work-based incident during the workday.
  2. Reimbursements under this provision shall be limited to fair market value for the item and will only be paid if there is no insurance coverage for the employee's loss. Cell phones will ONLY be reimbursed for a maximum of \$500 and ONLY in instances where staff were using them for work duties.
  3. The maximum benefit to all FEA bargaining units under this provision shall be \$10,000 per fiscal year. Should the cost to the district reach \$6,000 in any one fiscal year, the parties shall meet to discuss the root causes of these expenses and potential solutions.
  4. The District may adopt procedures to implement this reimbursement benefit.
- c. Personal Protective Equipment (PPE): The District shall provide appropriate Personal Protective Equipment (PPE) to protect staff from reasonably foreseeable injuries based on their work assignment. Such PPE will be provided in advance of their assignment if reasonable feasible. Employees are required to attend safety-related trainings during the school day as directed, and to follow de-escalation training protocols at all times. Any staff member may request appropriate PPE from their direct supervisor, who will prioritize ensuring staff and student safety in their procurement recommendation.
- d. Injury Prevention: If a staff member is injured at work, the District shall analyze the situation to determine if PPE would have prevented the issue and whether the situation is reasonably likely to reoccur. If so, the appropriate PPE shall be appropriated and supplied as soon as possible.

In consultation with the classroom teacher, a para-educator 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 para-educator may consult with the administrator.

Students involved in a physical assault against a unit member shall be disciplined in accordance with G. L. c. 71, section 37H and applicable provisions of the state student disciplinary regulations. Following a student assault covered by 37H, administration will create a safety plan and it will be implemented and discussed with appropriate staff before the student is returned to the classroom.

## **ARTICLE XXIX SAFE AND HEALTHY BUILDINGS**

1. Doors: The District will secure exterior doors of worksites as a general practice. All staff will have access through main points of entry as determined by the District and shall be provided the necessary technology, e.g., key fob, passcode, necessary for such access. Staff may not prop doors open while unmonitored. In the event of a malfunction, staff are strongly encouraged to report the malfunction to building administration.
2. Cameras: The District monitors school buildings using cameras. The District will determine where cameras are most appropriate and shall adopt a policy regarding which school officials may have access to the camera feeds by February 1, 2025. Cameras will be placed in public spaces in the buildings and shall not be used to monitor specific staff.
3. Facilities Issues: Upon becoming aware of a facilities issue which may contribute to accident, injury, or illness - such as an equipment failure, flooding, etc. - the District shall immediately notify via email all staff who may be affected by such a hazard and union leadership.
4. Facilities Testing and Reporting: The District will conduct environmental safety testing such as air quality, ventilation, asbestos, mold and water quality testing when the District receives information that reasonably suggests a potential environmental hazard. The District will share any reports that result from such testing with the FEA. The District will evaluate the results of any such test and determine what actions are reasonably available to remediate any environmental hazards identified through such testing. For the purposes of this paragraph, environmental hazards shall mean a condition that does not meet state or federal standards.
5. Should a staff member become aware of a facilities issue which may cause accident, injury, or illness, they will report said issue to their immediate supervisor as soon as possible. The supervisor shall work with administration and appropriate staff to investigate said issue as soon as possible and evaluate the need for remediation. If remediation is necessary, the District will determine what actions are reasonably available and remediate such facilities issue.
6. No Retaliation: The parties agree that no staff member will be retaliated against for filing a report of an unsafe or unhealthy working condition or for reporting a facilities issue.

## **ARTICLE XXX 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 and/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.

**SECTION 4** - Any Unit Member 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. No material derogatory to a Unit Member's conduct, service, character, or personality will be placed in the personnel file unless the member has had an opportunity to review the material. The member will acknowledge that they have had the opportunity to review the material by affixing their signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The member will also have the right to submit a written response to such material and their response shall be attached to the file copy.

### **ARTICLE XXXI 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 can be accessed through the Human Resources Office. 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.

### **ARTICLE XXXII MISCELLANEOUS**

Stipends: Qualified unit members may apply for any posted stipend positions under Teachers Contract Article VIII and are eligible to receive payment for those as indicated in Teachers Contract Appendix III and IV.

### **ARTICLE XXXIII DURATION**

The duration of this agreement shall be for three (3) years, from July 1, 2024 through and including June 30, 2027.

### Appendix A - Wage Scales

Year 1: Renumber Steps 1-3; Add new step 4 at 5% over top step for Program and Non-Program Para-educators;  
Cost of Living Adjustment: 3%

Year 2: Add one paid holiday - Martin Luther King Day; Cost of Living Adjustment: 2.5%

Year 3: Add one paid holiday - Veteran's Day; Cost of Living Adjustment: 3%

PE (Non-Program Para)		STEP	2024-2025		2025-2026		2026-2027	
<b>2023-2024 Hourly Rate</b>			3.00%		2.50%		3.00%	
\$ 20.00	\$ 24,050.00	1	\$ 20.60	\$ 26,677	\$ 21.12	\$ 27,492	\$ 21.75	\$ 28,469
\$ 21.56	\$ 25,925.90	2	\$ 22.21	\$ 28,758	\$ 22.76	\$ 29,636	\$ 23.44	\$ 30,689
\$ 22.81	\$ 27,429.03	3	\$ 23.49	\$ 30,425	\$ 24.08	\$ 31,354	\$ 24.80	\$ 32,469
		4	\$ 24.67	\$ 31,946	\$ 25.29	\$ 32,922	\$ 26.04	\$ 34,092

PP (Program Para)		STEP	2024-2025		2025-2026		2026-2027	
<b>2023-2024 Hourly Rate</b>			3.00%		2.50%		3.00%	
\$ 23.01	\$ 27,669.53	1	\$ 23.70	\$ 30,692	\$ 24.29	\$ 31,629	\$ 25.02	\$ 32,753
\$ 24.62	\$ 29,605.55	2	\$ 25.36	\$ 32,839	\$ 25.99	\$ 33,842	\$ 26.77	\$ 35,045
\$ 25.83	\$ 31,060.58	3	\$ 26.60	\$ 34,453	\$ 27.27	\$ 35,506	\$ 28.09	\$ 36,767
		4	\$ 27.94	\$ 36,176	\$ 28.63	\$ 37,281	\$ 29.49	\$ 38,606

(COTA, OTA, SLP, ABA)		STEP	2024-2025		2025-2026		2026-2027	
<b>2023-2024 Hourly Rate</b>			3.00%		2.50%		3.00%	
\$ 28.95	\$ 34,809.49	1	\$ 29.82	\$ 38,614	\$ 30.71	\$ 39,794	\$ 31.48	\$ 41,208
\$ 30.07	\$ 36,158.69	2	\$ 30.97	\$ 40,109	\$ 31.75	\$ 41,334	\$ 32.70	\$ 42,803
\$ 31.20	\$ 37,518.00	3	\$ 32.14	\$ 41,616	\$ 32.94	\$ 42,887	\$ 33.93	\$ 44,411
\$ 32.32	\$ 38,869.37	4	\$ 33.29	\$ 43,110	\$ 34.12	\$ 44,426	\$ 35.15	\$ 46,005
\$ 33.45	\$ 40,223.63	5	\$ 34.45	\$ 44,617	\$ 35.31	\$ 45,980	\$ 36.37	\$ 47,614

PreK Para (PK4D)		STEP	2024-2025		2025-2026		2026-2027	
<b>2023-2024 Hourly Rate</b>			3.00%		2.50%		3.00%	
\$ 23.01	\$ 22,285.19	1	\$ 23.70	\$ 30,692	\$ 24.29	\$ 31,629	\$ 25.02	\$ 32,753
\$ 24.62	\$ 23,844.47	2	\$ 25.36	\$ 32,839	\$ 25.99	\$ 33,842	\$ 26.77	\$ 35,045
\$ 25.83	\$ 25,016.36	3	\$ 26.60	\$ 34,453	\$ 27.27	\$ 35,506	\$ 28.09	\$ 36,767
		4	\$ 27.94	\$ 36,176	\$ 28.63	\$ 37,281	\$ 29.49	\$ 38,606

PAMS (ISS, ASC, Security)		STEP	2024-2025		2025-2026		2026-2027	
<b>2023-2024 Hourly Rate</b>			3.00%		2.50%		3.00%	
\$ 28.62	\$ 34,416.99	1	\$ 29.48	\$ 38,175	\$ 30.22	\$ 39,341	\$ 31.12	\$ 40,739
\$ 30.42	\$ 36,575.72	2	\$ 31.33	\$ 40,562	\$ 32.11	\$ 41,801	\$ 33.07	\$ 43,287
\$ 32.20	\$ 38,722.18	3	\$ 33.17	\$ 42,950	\$ 34.00	\$ 44,262	\$ 35.02	\$ 45,835
\$ 33.99	\$ 40,868.65	4	\$ 35.01	\$ 45,338	\$ 35.88	\$ 46,722	\$ 36.96	\$ 48,383
\$ 36.97	\$ 44,462.44	5	\$ 38.08	\$ 49,312	\$ 39.03	\$ 50,818	\$ 40.20	\$ 52,624

**LONGEVITY**

2024-2027					
Years of Service			Payment		
15 to 20 Years			\$400.00		
21 to 25 Years			\$500.00		
26 Years + Over			\$600.00		

**Fitchburg Education Association - Education Support Professionals  
CONTRACT AGREEMENT**

Agreement to the Contract between the Fitchburg Education Association - Education Support Professionals and the Fitchburg School Committee.

Period of Contract to be covered: July 1, 2024, through June 30, 2027.

For the School Committee

Peter Stephen  
James M. White  
Samantula Ignatius  
Nekeia A. Jeffries  
Mr. Tony II  
Anthony England  
Rosemary Reynolds

For the Fitchburg Education Association

[Signature]  
[Signature]  
Beth Heron  
Dana Lopez  
Melissa Desilets  
[Signature]  
B. Rodriguez  
[Signature]

