

**Agreement  
Between  
Management and the  
Union  
June 1, 2024**

**THE EXECUTIVE BOARD  
OF  
SHORE EDUCATIONAL  
COLLABORATIVE AND**

**THE LEA PROFESSIONAL ASSOCIATION  
LOCAL 3954, MFT, AFT, AFL-CIO**

**PARAPROFESSIONAL UNIT**

**JULY 1, 2024 TO JUNE 30,**

**2025**

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## **ARTICLE I – FEDERATION RECOGNITION, JURISDICTION AND DEFINITIONS**

### **A. Recognition**

The Executive Board of the Shore Educational Collaborative recognizes the LEA Professional Association, Local 3954, MFT, AFT, AFL-CIO (Paraprofessional Unit) with respect to wages, hours and other conditions of employment, the negotiation of collective bargaining agreements and any questions arising thereunder. The Board recognizes the Association as the sole and exclusive bargaining agent and representative of all full-time and regular part-time teacher aides (classroom aides), LPNs, crisis intervention aides, instruction assistant/food service training, instructional assistant/contract workshop, behavioral aides, senior teacher aides and school certified registered nurses without Bachelor's degrees employed by the Shore Collaborative, excluding all others as certified by the Massachusetts Labor Relations Commission.

### **B. Jurisdiction**

The jurisdiction of the Union shall include those persons now or hereafter who perform the duties or functions of the categories of employees in the bargaining unit.

### **C. Definitions**

1. The term "Program Supervisors" as used in the Agreement means the responsible administrative heads of their respective programs or areas.
2. The term "paraprofessional" or "employee" as used in the Agreement means a person employed by the Board in the bargaining unit as described in Article I, Section A.
3. The term "Association Representative" as used in the Agreement means the Union Building Representative or other qualified designee of the Union.
4. The term "Association" as used in this Agreement refers to the L.E.A. Professional Association, (Paraprofessional Unit) Local 3954, MFT, AFT, AFL-CIO.
5. The term "Executive Director" shall mean the person holding that position.
6. The term "Board" as used in this Agreement means the Shore Educational Collaborative Board.
7. The term "parties" as used in this Agreement refers to the Board and the Association as participants in this Agreement.
8. Whenever a personal pronoun is used in this Agreement, such a pronoun shall be understood to apply equally to all members of the bargaining unit.

## **ARTICLE II – BOARD RIGHTS CLAUSE**

The Board and the Association agree that the Board shall retain and reserve all its statutory rights, authority and obligations in the administration of the Shore Collaborative and direction of its employees. All the functions, rights, powers and authority which the Board has now, or may be granted, or have conferred upon it, including all the customary and usual rights, powers, functions, and authority of an employer, which it has not specifically delegated or modified by this Agreement are recognized by the Association to be retained by the Board.

No changes or modifications of this Contract shall be binding on either the Board or the Association unless negotiated, reduced to writing, and executed by the respective duly authorized representatives.

## **ARTICLE III – WAIVER**

The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the Agreement.

Therefore, the Board and the Association for the life of this Agreement, each voluntarily and unqualifiedly, waive the right and each agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in the Agreement, or with respect to any subject matter not specifically referred to or covered in this Agreement, even though such subjects or matters may have not been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

## **ARTICLE IV – EXISTING CONDITIONS OF EMPLOYMENT**

Except as this Agreement shall hereinafter otherwise provide, in the event any condition of employment is not specifically covered by this Agreement, the Board's rules, regulations, customs or practices with regard to said condition of employment as of the date of this Agreement, shall remain in full force and effect. Nothing in this Agreement which changes pre-existing Board rules and regulations shall operate retroactively.

## **ARTICLE V – FAIR PRACTICES**

As sole collective bargaining agent, the Association will accept into voluntary membership all paraprofessionals covered by this Agreement without regard to age, race, color, creed, national origin, sex, marital status, disability, gender identity, sexual orientation, or previous affiliation with other organizations.

## ARTICLE VI – WORKING CONDITIONS

### A. Notice and Assignments

1. Any directive or circular pertaining to paraprofessionals shall be emailed to all members. A copy shall be furnished to the Association via email.
2. Association will provide the administration with an email address for all postings.

### B. School Facilities and Equipment

1. Photocopiers and computers shall be available for all employees to use for Shore/work purposes.
2. Paraprofessionals will not be required to do custodial duties; however, they are responsible for maintaining equipment used in connection with teaching.
3. A Shore email account shall be provided to all paraprofessionals and will be the primary means of sharing information. A mailbox shall be provided in a designated area in each school. This Mailbox may at times have to be shared with a teacher at that site.
4. Each paraprofessional shall be issued a school technology device (e.g. laptop, Chromebook, iPad) at the start of a school year that allows the bargaining unit member to successfully complete their assigned duties. This technology shall be maintained by the school, but the paraprofessional will be responsible for basic upkeep.

### C. Supplies

Paraprofessionals shall not be required to order supplies before or after work hours.

### D. Substitutes

1. The Educational Coordinator (EC) or Director of Student Services shall make efforts to replace a teacher with a substitute teacher. When a substitute teacher is not available the EC will assign a paraprofessional regularly scheduled in the classroom to substitute for an absent teacher. This paraprofessional will be expected to perform teacher duties as assigned by administration. The paraprofessional so designated will receive an additional \$10 per hour for each regularly scheduled hour so assigned. In year two, the rate shall increase to \$11 per hour. If the paraprofessional is required to stay longer than the regularly scheduled hours, as determined by the Educational Coordinator or his/her designee, this rate will also be paid for all duties performed in the role of substitute teacher.
2. Assignments for duty coverage in emergency situations will be shared as equitably as possible by the paraprofessional staff.
3. When, on occasion, there are two paraprofessionals utilized in a classroom, the paraprofessional assigned by administration to function as the substitute teacher will receive the additional compensation.

4. When a teacher is out of the building for two (2) or more hours, and another teacher is not available or assigned to the individual class for coverage, a paraprofessional will be perform teacher duties. The paraprofessional will be paid the additional substitute teacher rate differential for the entire time that the teacher is out of the classroom, beginning at 7:30 if the coverage is needed in the morning.

## **E. Seniority**

1. Seniority shall be defined as the total continuous time, in months and days, as a full-time professional employee of Shore Educational Collaborative, in a permanent position covered by this Agreement.
2. An employee's computation of length of employment (seniority) shall begin on the date of employment as defined above.
3. The length of service of an employee shall be broken and no prior periods of employment with the Board shall be counted if such employee:
  - a. Voluntarily resigns their employment; or
  - b. Is discharged for cause.
4. Each fall the Executive Director shall post a seniority list of all employees covered by this Agreement. The list shall show date of hire and the program in which the employee works, and a copy will be forwarded to the President of this Association. This list shall be deemed to be accurate unless challenges to its accuracy are submitted in writing to the Executive Director within fifteen (15) working days from publication of the list.
5. When a vacancy occurs in a position covered by this Agreement, the Shore Collaborative shall post a notice of the vacancy on the appropriate bulletin board at the Collaborative's Administrative office and send the notice via email to the paraprofessionals. Notices of vacancies which occur during the summer will be mailed and emailed to the Association's representative in addition to being posted as above.
6. Members of the bargaining unit who wish to apply for the vacancy shall notify the Program Director in writing within five days after the position has been posted.
7. The Collaborative shall select the applicant it determines most qualified for the position. When, in the determination of the Collaborative Board or its designee, the qualifications of two or more applicants from within the unit are equal, this position shall be awarded to the most senior applicant from the bargaining unit.
8. Any paid leave or unpaid leave covered by FMLA, Pregnancy Protection Act, Domestic Violence Act, Small Necessities, or other statute shall be counted towards seniority.

## **F. Representation**

A paraprofessional has a right to be represented by the association in any meeting with any member of the administration when he believes the subject of the meeting may result in disciplinary action.

## **G. Free Periods**

Each member of the bargaining unit may have one (1) fifteen (15) minute unassigned period per work day, when possible, as determined by the Program Director or their designee.

## **H. Duty Free Lunch**

Each paraprofessional may be provided with a paid duty-free lunch between 10:30am and 1:30pm, as determined by the Educational Coordinator. Paraprofessionals may leave their assigned buildings during this period.

## **I. Paraprofessional Evaluation**

1. All observations for purposes of evaluations of paraprofessionals' performance shall be conducted personally with full knowledge of the employee, however, informal observations may be taken into consideration for inclusion in a written evaluation as well as criticism from informal observations where noted with an employee in a timely fashion prior to formal evaluation.
2. Following the official written evaluation of any paraprofessional, the evaluator shall meet with the employee so requesting to comment on and to discuss the evaluation report and to render constructive assistance.
3. A copy of the evaluation report, signed by the paraprofessional, shall be placed in his personnel file and a copy shall be given to the paraprofessional. The paraprofessional's signature shall not necessarily indicate agreement with its content. The paraprofessional shall have the right to make a written reply which shall be attached to the evaluation report.
4. If an evaluator renders constructive criticism on one formal evaluation, that evaluator must indicate on the next or future evaluations any improvement in the specific performance due to this criticism.
5. Paraprofessionals shall be provided a twenty-four (24) hour notice prior to a formal evaluation.
6. Paraprofessionals employed in their first full year of service shall be evaluated two (2) times per year, with goals identified with their teacher at the beginning of the year. Paraprofessionals with less than one full prior school year will be evaluated up to two (2) times the ensuing year. After an employee has completed one (1) full school year of service in the Collaborative, she/he will only be evaluated once a year unless he/she received a negative evaluation the previous year.

## **J. Paraprofessional Files**

1. Paraprofessional files shall be maintained under the following circumstances:
  - a. No material derogatory to an employee's conduct, service character, or personality shall be placed in the file unless the employee is sent a dated copy at the same time.
  - b. The employee shall have the right to submit a response to the statement. The employee's response shall also be included in the file.

- c. Upon written request, a paraprofessional shall be given access to his file.
  - d. Upon receipt of a written request, the paraprofessional shall be furnished a reproduction of any material in his file.
2. Derogatory statements or reports kept by administrators at the school level are subject to the same provisions as official personnel files.
  3. Official grievances filed by an employee under the Grievance Procedure as outlined in this Agreement, shall not be placed in the personnel file of the employee; nor shall such grievance become a part of any other file or record which is utilized in the promotion process; nor shall it be used in any recommendations for job placement.

#### **K. Assistance in Assault Cases**

1. All cases of staff assault shall be reported to the Teacher/Program Director who in turn shall report to the Executive Director.
2. A paraprofessional shall be protected by the employer in circumstances arising in the conduct of his employment as provided in Chapter 258 of the Massachusetts General Laws.

#### **L. Damage or Loss Property**

The Board shall reimburse paraprofessional for damage or loss of clothing or personal property suffered by a paraprofessional who has not been negligent, up to \$150.00. The Board shall reimburse for glasses up to \$275.00 for frames and full cost for lenses. The Board shall reimburse costs (up to \$275.00) for cell phones damaged at the worksite. The Board shall reimburse for other medical equipment as determined and necessary.

#### **M. Length of Work Year/Day**

1. Paraprofessionals shall have a work year of 183 days as a minimum. The workweek shall be consistent with each individual program, with the exception where programs are located in a public school and the host school calendar must be followed.
2. Paraprofessionals hired subsequent to the date of ratification of this Memorandum of Agreement will report to work for orientation as defined by the administration. Returning paraprofessionals will report to work no earlier than the Monday before Labor Day.
3. All paraprofessionals assigned to programs including students on extended school year IEP's will be expected to work the summer session as part of their contract. Other paraprofessionals will be notified by the Administration of the number and type of enrichment summer session positions that are available and will have at least one week to respond in writing indicating their interest in summer work.
4. Extended school year summer session and enrichment (optional) summer session schedules (including number of days and hours per day) will be set by the Shore Administration annually. Notification of summer days and hours for ESY programs will be provided to all staff who are required to work, no later than February 1.



## **N. Sign In/Out**

No paraprofessional shall be required to sign in or out of building in which he or she is a permanent staff member, unless all staff members in the building are required to sign in or out of the building. All paras are required to swipe in and out at time clocks when arriving to and departing from work.

## **O. Joint Labor Management Committee**

There shall be a joint labor management committee consisting of up to two paraprofessional staff and two administrators, which shall meet as necessary to discuss mutual issues which can be raised by either party.

## **P. Training**

Employees will be compensated at the rate of \$50.00 when providing training for safety care.

## **Q. Discipline**

No employee with three (3) or more years of service at the Collaborative shall be disciplined or discharged without just cause.

## **R. Length of School Day**

- A. The normal workday will begin a half-hour before school and a half-hour after school, the half hour after scheduled class dismissal times. The later school day hours apply to all staff who work across programs with students dismissed at 2 and 2:30.

During Professional Development days, staff may be required to stay until 3:30pm. Program Directors will provide at least 10 days' notice if that will be required, and staff will be paid their hourly rate for the additional time, as submitted on a "sub bill."

In addition to PD days, it is understood and agreed that throughout the year employees may be required to attend no more than five (5) after-school and one (1) evening meeting per year. Staff will be notified about scheduled meetings that will take place outside of the normal work day at least (10) business days in advance. Staff will be paid hourly rate for the additional time, as submitted on a "sub bill."

## **S. Remote Work**

When a professional development session is virtual and can be reasonably done offsite with minimal disruption to the school community, a bargaining unit member may request to do the session remotely. No reasonable request shall be denied.

# **ARTICLE VII – ASSIGNMENTS/TRANSFERS/PROMOTIONS**

## **A. Transfers/Promotions**

1. All employees are eligible to apply for transfer or for promotion to vacant positions.
2. The right of assignment remains within the sole prerogative of the Executive Board. However, in

making its decision the Board will consider the needs of the Collaborative, the applicant's qualifications and length of service to the Collaborative.

3. When a vacancy occurs in a position covered by this Agreement, the Shore Collaborative shall email a posting of the vacancy to bargaining unit members and the union.
4. Members of the bargaining unit who wish to apply for the vacancy shall notify HR in writing within timeline specified on the posting.
5. If an employee moves from a 7.5hours/day schedule to a 7 hours per day schedule, his/her hours will not be reduced for the remainder of the school year in which the transfer occurred.

## **B. Involuntary Transfers**

1. An involuntary reassignment or transfer shall be made only after the paraprofessional has been notified of the reason for the transfer. Such paraprofessional shall have the opportunity to meet with the Executive Director or his/her designee to discuss the transfer.
2. If the transfer involves a change in schedule from 7.5 hours per day to 7 hours per day, his/her hours will not be reduced for the remainder of the school year in which the transfer occurred

## **ARTICLE VIII – REDUCTION IN FORCE**

### **A. Reduction**

1. In the event the Board determines to reduce the number of employees in the bargaining unit by layoff during the term of this Agreement, where qualifications are equal, the order of layoff shall be in reverse order of seniority as an employee of the Shore Collaborative. Qualifications shall consist of evaluation and professional capabilities, such factors to be determined solely by the Collaborative Board in a non- arbitrary or capricious manner.
2. For purpose of this Article, total continuous time as a full-time professional employee of Shore Collaborative, in a permanent position covered by this Agreement, in months and days shall be used to compute an employee's length of service (seniority). An employee shall acquire seniority beginning from the date of his or employment.
3. For the purpose of this Article, the length of service of an employee shall be broken and no prior periods of employment with the Board shall be counted if such employee:
  - a. voluntarily resigns his or her employment; or
  - b. is discharged for cause.
4. If an employee is laid off or non-renewed due to enrollment or other fiscal reasons unrelated to performance and is recalled or re-offered a position in the same or subsequent school year, the prior time worked at Shore will be counted toward seniority.

## **B. Layoff – Recall**

The Federation shall be notified in writing of recalls and succeeding action, as well as an updated recall list, as soon as information is known to the Board.

An employee who is on layoff shall, for one (1) school year after the effective date of layoff, retain first preference to recall rights in inverse order of layoff to a position from which he or she is laid off provided he or she is qualified, certified, and meets the needs of the Collaborative. If a laid off employee refuses an offer of recall, his or her name shall be removed from the recall list, and recall rights shall be terminated.

## **ARTICLE IX – LEAVES OF ABSENCE**

### **A. Approved Leaves**

An approved leave of absence shall not constitute a break in service, for purposes of this Article, seniority shall continue to accrue during such leave. Each fall the Executive Director shall post a seniority list of all employees covered by this Agreement.

### **B. Leaves for Sickness and Disability or Personal Needs**

1. Each paraprofessional is entitled to a leave of absence for sickness or disability with full pay at the rate of 1.5 days per month each school year in which s/he is serving in the Shore Educational Collaborative as of the first day or date of hire of said school year from September through June. Such leave not used prior to the termination of an employee's service shall lapse, and the employee shall not be entitled to any compensation in lieu thereof. Sick leave accrual shall be to a maximum of 90 days with provisions for utilization to be determined by the Shore Educational Collaborative Board of Directors.
2. Periodically, paychecks may be adjusted to reflect used sick leave in excess of actual days earned. Employees will be notified one (1) pay period in advance of deduction.
3. Sick leave may not be used for any purpose other than for personal illness, disability, or family illness. For absences due to illness, disability, or family illness beyond five (5) or more successive days or when there is a trend of absences that may indicate abuse of sick time, statement from the doctor may be requested by the Program Supervisor.

### **C. Personal Needs**

1. Paraprofessionals working in years one through three (1-3) of their Shore employment will be granted one (1) personal day for the school year session. Personal days may be used for personal business, emergencies or other personal matters that cannot be scheduled outside of the school day. Any unused personal days will be added to the employee's accumulated sick leave.
  - a. After three (3) full years of employment, paraprofessionals will be granted an additional personal day, for a total of two (2) for the school session.
  - b. Personal days may not be granted if not in the best interest of the program schedule or staffing for the day. Personal days shall not be granted to extend a vacation or holiday, though exceptions may be made subject to the approval of the Educational Coordinator.
  - c. Personal days shall be requested through the on-line system, to the Educational Coordinator

- at least five (5) days prior to the requested date.
- d. Under extenuating circumstances, the five (5) day period may be waived but at least twenty-four (24) hours' notice must be provided, except in dire emergencies. Waivers and approvals are at the discretion of the administration.

#### **D. Reserve Duty**

Any paraprofessional in the service of the Shore Educational Collaborative shall be entitled, during the time of their service in the Armed Forces of the Commonwealth, or during his annual tour of duty of not exceeding seventeen (17) days as a member of a reserve component of the Armed Forces of The United States, to receive pay therefore, without loss of their ordinary remuneration as an employee and shall also be entitled to the same leaves of absence or vacation with pay given to the other like employees.

Each paraprofessional shall be granted time off without loss of pay or without charge to disability and emergency leave when required to be in attendance for a physical examination or other test required by the Selective Service System.

#### **E. Professional Leave**

Registration fees/other associated costs and attendance at conferences, trainings, and/or other meetings required by the Shore Collaborative will be paid by Shore. Costs associated with optional trainings, including paid professional time to attend trainings will be at the discretion of the Director of Student Services and budgetary parameters. When travel is associated with professional leave is approved, employees will be reimbursed for mileage at the IRS mileage rate.

#### **F. Funeral Leave**

- a. Funeral Leave will be granted in the amount of up to five (5) days for immediate family members defined as spouse, mother, father, brother, sister, son, daughter, or relative residing in the employee's household. In the event of a familial loss (either by the pregnant person or the co-parent) of a pregnancy due to miscarriage or stillbirth, educators shall be entitled to up to five (5) days at the time of this loss. Neither the length of the pregnancy nor the number of children will impact the number of days to which members of the bargaining unit are entitled.
- b. Funeral leave will be granted in the amount of up to two (2) days for family members defined as mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent, and grandchild.
- c. Funeral leave will be granted in the amount of one (1) day or portion thereof per school year for other relative or nonrelative bereavement.
- d. In all instances of bereavement leave, the Educational Coordinator will be contacted to arrange with the teacher the needed schedule for any bereavement leaves.
- e. The Executive Director may approve up to 5 days for relatives not defined as immediate family given special considerations as requested by the employee.

#### **G. Parental Leave**

- a. Upon receipt of at least two (2) weeks written notice of the employee's anticipated date of departure and intention to return, the Board shall grant a leave of absence without pay for up to eight (8) weeks in accordance with the provisions of General Laws Chapter 149, Section 1-5D. Employees will inform the HR as soon as possible regarding cessation of their services and

return to work in order to enable the Collaborative to make necessary arrangements for instruction.

- b. Employees may request and use their current year's available sick time, then accrued personal sick banked time in order to be paid for some or all of an approved, qualified parental leave, up to their usual earnings.
- c. Employees who elect and pay for Shore benefits through payroll deductions are responsible for making their share of premium payments to Shore during parental leaves that are unpaid.
- d. The Shore Educational Collaborative will adhere to the mandates of the Family Medical Leave Act.

## **H. Jury Duty**

The Employer shall pay for jury duty pursuant to Massachusetts General Laws Chapter 23A, Section 48.

## **I. Sick Leave Buy Back**

A bargaining unit member who has used fewer than six (6) sick days in a school year, exclusive of Sick Bank donations, may elect to redeem sick days in a lump sum cash payment of one hundred and twenty-five dollars (\$125) per day according to the following schedule:

- If you were absent no more than 2 days, you may buy back up to 8 days.
- If you were absent no more than 3 days, you may buy back up to 7 days.
- If you were absent no more than 4 days, you may buy back up to 6 days.
- If you were absent no more than 5 days, you may buy back up to 5 days.
- If you were absent no more than 6 days, you may buy back up to 4 days.

## **J. Family Medical Leave Act (FMLA)**

The Shore Educational Collaborative will adhere to the mandates of the Family Medical Leave Act. Approved FMLA leaves may not exceed 12 weeks within any 12-month period as defined by the Act and may not roll over in succession from either the calendar or fiscal year. Employees will adhere to the policies and procedures defined by the Act and the Collaborative.

## **K. Small Necessities Leave Act**

The Shore Educational Collaborative will adhere to the mandates of the Small Necessities Leave Act. Employees will be required to use their existing leave time. In the event that an employee has exhausted their yearly accrual of leave time, they may be granted additional leave under this Act without pay. Employees will adhere to the policies and procedures defined by the Act and the Collaborative.

## **L. Sick Leave Bank**

Starting in School year 2024-2025 there shall be a Sick Leave Bank. The sick leave bank shall be comprised of four (4) members. The President of the LEA Paraprofessional Association shall appoint two (2) members. The Executive Director of the Shore Collaborative shall appoint two members.

The bank shall be administered in accordance with the guidelines of this article. One of the Association representatives shall serve as Chair of the Sick Leave Bank Committee.

All leaves must be approved by the Executive Director/designee, and adhere to statutory requirements for FMLA, and Shore policies and procedures. Before being eligible to draw on the sick leave bank, staff on approved leaves must exhaust all current and accumulated sick leave, with the following exception: a paraprofessional who through illness anticipates they will exhaust all available sick, and personal leave may apply ten (10) days prior to exhaustion of his/her sick leave. Staff who meet these criteria may apply in writing to draw on the "bank".

This bank may be used to cover any absence that is covered by FMLA. There will be a limit of 10 days from the bank to cover Parental Leave for a new child. Members will have had to contribute 1 day prior to September 1<sup>st</sup> of the school year to be eligible during that school year. The bank may not be used to supplement short-term and long-term disability.

The initial request from the bank shall not exceed thirty (30) days. After the initial request has been exhausted a member can file up to fifteen (15) additional days. All requests from the bank shall not exceed thirty (30) days in any one request and each member may draw up to a total of forty-five (45) in a school year. Three votes shall be needed to refuse or grant a sick bank request. Authorization or refusal for bank days must be in writing and signed by the Chair of the Sick Leave Bank Committee.

The Executive Director shall bring any suspected case of sick leave bank abuse before the Sick Leave Bank Committee. Should the Sick Leave Bank Committee, by majority vote of those present and voting, determine that an abuse pattern does exist the matter will be remanded back to the Executive Director. Should the Executive Director take disciplinary action such action shall be subject to review under the just cause provision of the Collective Bargaining Agreement.

Each bargaining unit member who wishes to be eligible to participate in the sick leave bank shall

contribute two (2) days of their unused sick leave to the bank at the start of each school year. Each day contributed will be subtracted from that educator's individual sick leave. An additional donation will be made whenever the total number of days remaining in the bank is reduced to thirty (30) days. There can be no more than one request for additional donations per year.

### **M. Religious Holidays**

Bargaining unit members shall receive two paid (2) days a year for observance of religious holidays that fall upon a school day. Requests for time off for the observation of religious holidays must be submitted in writing to the Executive Director thirty (30) working days in advance of the requested day except for holidays that fall in August or September. Professionals have 5 days to submit in writing the requested days if they fall in August or September. If the program should close for that date due to inadequate staffing, the staff may be required to make up that time through additional work days at the end of the school year or through additional program hours. In no instance shall time off under this article be requested for the purpose of extending a holiday or vacation.

Beginning in the school year 2023-2024, Good Friday will not be observed as a holiday and will be a scheduled work day.

## **ARTICLE X – FRINGE BENEFITS**

### **A. Health Insurance**

Shore Educational Collaborative will establish a health insurance advisory committee with at least one representative from the professional and one representative of the paraprofessional unit. The purpose of the committee will be to meet with Shore's health insurance broker annually, prior to renewal, to review and provide input on plan options. Shore Educational Collaborative shall provide at least two health insurance plan design choices for family or individual, and where possible, employee plus one. The employer contribution for each plan will be 70% and the employee contribution will be 30%. An employee may choose one plan based on the procedures established by the Collaborative.

At the time of dental insurance contract renewal, the Collaborative will provide seventy (70) percent contribution of a three level coverage dental plan.

### **B. Worker's Compensation**

Paraprofessionals shall be included under the provisions of the Worker's Compensation Law.

Paraprofessionals shall be included under the provisions of the Worker's Compensation Law.

Bargaining unit members out for work related injuries shall receive their salary for the first 5 days of being out of work for recovery from a workplace injury.

### **C. Long Term Disability**

The Shore Collaborative shall provide long term disability insurance to paraprofessionals who are members of the bargaining unit and who are eligible for benefits, consistent with the terms established for the Professional Unit.

#### **D. Short Term Disability Insurance**

The Shore Educational Collaborative will provide payroll deduction services for a voluntary, employee-paid short-term disability insurance plan.

#### **E. Life Insurance**

The Shore Educational Collaborative will provide payroll deduction services for a voluntary, employee-paid life insurance.

### **ARTICLE XI – ACADEMIC FREEDOM: PROFESSIONAL ACTIVITY**

#### **A. Academic Freedom**

When a paraprofessional speaks or writes as a citizen, he or she shall be free from administrative censorship and discipline.

#### **B. In-Service Training**

1. A diversified program of in-service training may be provided for paraprofessionals. Such training shall not exceed more than 3.5 hours or go beyond 5:30 p.m. Employees shall be compensated at the rate of time and one half for all in service training time which goes beyond 40 work hours.
2. The Executive Board may provide in-service training programs necessitated by curriculum changes or the changing needs of the Shore Collaborative.

#### **C. Tuition Reimbursement**

The Board agrees to reimburse all paraprofessionals to whom this Agreement applies an amount of \$400 per credit to any accredited college or university for any approved college course successfully completed as part of an accredited degree program for the purpose of paraprofessional's professional development. Registration Fees will not be reimbursed. Total annual tuition reimbursement for all paraprofessionals covered by this agreement will not exceed \$15,000. Employees will follow Shore policies with respect to seeking approval for tuition reimbursement and criteria/timelines for reimbursement.

### **ARTICLE XII ASSOCIATION RIGHTS AND RESPONSIBILITIES**

#### **A. Association Representation**

The Program Director shall recognize the Association Building Representative as the official representative of the paraprofessionals in the school.



## **B. Information**

1. The Board shall make available to the Association, upon its reasonable request, all non-confidential records relevant to negotiations, or necessary for the proper enforcement of this Agreement.
2. Names and addresses of newly employed paraprofessionals shall be provided to the Association following their selection by the Board.
3. A copy of the official minutes of all public Board meetings shall be made available on the Shore's website (open to the public) after approval by the Board

## **C. Protection of Individual and Group Rights**

1. Nothing contained herein shall be construed to prevent any person from informally discussing any dispute with his immediate supervisor or processing a grievance on his own behalf in accordance with the Grievance Procedure.
2. Nothing contained herein shall be construed to permit any organization other than the Association to participate in the processing of a grievance.

## **D. Association Activity at the School Level**

### **1. School Meetings**

If possible, before the opening of, during lunch time, and after the close of school on school days, the Association shall have the right to use designated areas of Shore programs for meetings of paraprofessionals without costs, except for usual custodial, police, etc., fees provided there is not interference with any scheduled school activities. The use of such designated areas shall be arranged with the Program Director.

### **2. School Visitations by Authorized Association Representative**

For necessary purpose of investigating one (1) or more grievances during the school day, the Executive Director may authorize the Association Representative to visit the involved school if it does not cause interruption of the program operation.

## **E. Dues Deduction**

1. The employee may authorize payroll deduction for Association dues. Such authorization may be revocable as provided by law, and shall be submitted on the appropriately signed dues deduction.
2. The signed dues deduction authorization cards, which shall be distributed and collected by the Association, must be received by the Executive Director/designee within thirty (30) days of the signing of this Agreement or from the date of hire. The Association shall give thirty (30) days notice in writing that the employee wishes to withdraw this authorization.
3. Any paraprofessional desiring to discontinue deductions that he has previously authorized must provide written notice to the business office and the Association.

**AUTHORIZATION FOR PAYROLL DEDUCTIONS**

BY: \_\_\_\_\_  
Name of Employee (Please Print)

TO: Executive Board of the Shore Educational Collaborative

Effective \_\_\_\_\_, I hereby request and authorize you to deduct Association dues from my earnings. The amount shall be paid to the Treasurer of the Shore Collaborative paraprofessionals of the LEA Professional Association, Local 3954, MFT, AFT, AFL-CIO, and represents payment of my Association dues.

\_\_\_\_\_  
Employee's Signature  
\_\_\_\_\_  
\_\_\_\_\_  
(Employee's Address)  
\_\_\_\_\_  
(School)

- 3. The amount of dues will be certified to the Board from time to time by the Treasurer of Local 3954, (Paraprofessional Unit) or by their duly authorized agent, the amount of dues being uniform for all members of the Association.
- 4. Any paraprofessional desiring to discontinue deductions that their has previously authorized must provide written notice to the business office.

**F. School Calendar**

Upon knowledge of any changes in the school calendar, the President of the Local shall be notified by the Executive Director of the Collaborative or his designee.

**G. Credit Union and Insurance**

The Employer agrees to deduct from employee's salaries the premium payment for any group insurance made available to members of the bargaining unit through General Membership Services when requested in writing by the employee. Additionally, the Employer agrees to provide a payroll deduction for Massachusetts Federal Credit Union or its successor when requested in writing by the employee to do so.

**H. New Hires**

The administration agrees to provide to new hires a copy of the current contract.

## ARTICLE XIII – GRIEVANCE PROCEDURE

### A. Definition

For the purposes of this Agreement, a grievance shall be defined as a claim by any employee or the Association that there has been a violation, misrepresentation or misapplication of the items of this Agreement.

### B. General Provisions

1. A grievance as defined in A above should be presented for disposition through the grievance procedure within thirty (30) days of the occurrence of the grievance or the first knowledge of its occurrence.
2. Failure at any step of the grievance procedure to communicate a decision within the specified time limits shall permit the employee to proceed to the next step.
3. Time limits may be extended by mutual agreement in writing.
4. Official grievances filed by any employee under the grievance procedure shall not be placed in the personnel file of the employee; nor shall such grievance become a part of any other record which is used in the promotion process or in any recommendation for job placement.
5. The Association shall have the right to initiate a grievance at any appropriate step of the grievance procedure.
6. Whenever a grievance is presented at any step by the employee, the Association shall have the opportunity to be present and to state the view of the Association.

### C. Procedures

#### Level One – Student Services Director

The employee or Association shall submit the grievance in writing to the Director of Student Services. The Director or designee shall meet with the employee within ten (10) workdays of receipt of the written complaint. At the conference, the employee shall be represented by the appropriate Association representative.

The Program Director or designee shall communicate the decision in writing with copies to the employee and the Association with five (5) workdays of the conference.

#### Level Two – Executive Director

If the grievance is not resolved at Level One, the employee or the Association may appeal the decision at Level Two to the Executive Director within ten (10) days after the decision has been received. The appeal shall be in writing and shall be accompanied by a copy of the decision at Level One. The Executive Director or his designee shall meet with the aggrieved employee and the Association within ten (10) workdays of receipt of the appeal.

### Level Three – Arbitration

If the grievance has not been resolved at Level Two, the grievance may then be submitted to arbitration through the American Arbitration Association within thirty (30) calendar days after the meeting with the Executive Director at Level Two. The Board and the Association agree to follow the rules and procedures of the American Arbitration Association. The amount of the arbitrator's bill shall be shared equally between the Board and the Association. Any other fees or costs which are related to the arbitration shall be paid for by the party who is responsible for incurring such fees or costs.

## **ARTICLE XIV – COMPENSATION**

### **A. Basic Salary Schedule**

Paraprofessionals who have Associates, Bachelor's or Master's degrees will be placed on the appropriate lane of the salary schedule with official transcripts as verification. If a degree is earned during the course of the school year, salary adjustments will be made effective the date that official transcripts are received by HR.

See salary schedules attached.

### **B. Method and Time of Salary Payment**

1. Appropriate payroll deductions will be made for federal and state taxes for any and all payroll deductions required by law.
2. If a payday falls on a holiday or weekend, then payment will be made the preceding workday.

### **C. Step Advancement**

For purposes of salary payment, employees will advance to the next step of his respective salary schedule at the beginning of the new school year provided the employee has worked a minimum of ninety (90) days the prior school year.

### **D. Itemized Payroll Deductions**

A statement of payroll deductions shall be provided to each employee on the 15<sup>th</sup> and 30<sup>th</sup> of the month.

### **E. Automobile Use**

Employees will not be required to transport clients of the Shore Collaborative in their personal automobile. Employees who wished to or are required to (as written in their job descriptions) drive Shore owned/leased vehicles for the purposes of school business, transporting students to field trips, competitions, job experiences, meetings, interviews, or other Shore related and approved activities must possess valid Massachusetts drivers' license and must submit to driving record checks prior to driving a Shore vehicle, and **as requested** thereafter and be approved by Shore to drive the vehicles. The Executive Director will consider employee driving records

as reported by the RMV and based on these will authorize employees as drivers. Final approval is at the discretion of the Executive Director.

#### **F. Other Payments**

Any paraprofessional required to work or attend meetings beyond the established workday shall be compensated on an hourly basis up to a forty (40) hour week.

#### **G. Required Activities Before and/or After the Regular Work Year**

Any paraprofessional required to work before and/or following the close of the work year shall be compensated on an hourly rate. Any paraprofessional required to work beyond the established workday shall be compensated on an hourly rate.

#### **H. Part-Time Personnel**

Part-time personnel must work a minimum of 20 hours per week to be eligible for benefits

Part-time personnel must have provided a minimum of 540 hours of service in the prior school year to be eligible for advancement on the salary scale.

#### **I. Longevity Plan**

A longevity stipend shall be issued by July 30 for employees who complete full school years of continuous employment with Shore at the levels below any approved paid or unpaid leave provided by statute or shore policy will not be considered an interruption in service.

After 5 years of service = \$750.00  
After 10 years of service = \$1500.00  
After 15 years of service = \$17500.00  
After 20 years of service = \$2,000  
After 25 years of service= \$2,500

#### **J. Interpreter Stipend**

Employees shall be paid at the rate of ten dollars (\$10.00) per hour when they are used as an interpreter. Employees will keep a log of their time logged in fifteen (15) minute increments, including student time, time spent, requester, activity, and requester/supervisor initials. These sheets will be turned in weekly, and will be rounded and paid to the quarter hour.

### **ARTICLE XV – AMENDMENTS**

Being a mutual Agreement, this instrument may be amended at any time by mutual consent.

### **ARTICLE XVI – SAVING CLAUSE**

If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable, or performed, or enforced, except to the extent permitted by law and substitute action shall be subject to appropriate consultation and negotiation with the Association

In the event that any provision of this Agreement is or shall be contrary to law, all other provisions of this Agreement shall continue in effect.

### **ARTICLE XVII – RESOLUTION OF DIFFERENCES BY PEACEFUL MEANS**

The Association and the Board agree that differences between the parties shall be settled by peaceful means as provided within this Agreement. The Association shall, for the term, of this Agreement, not engage in, instigate or condone any strike, work stoppage or any concerted refusal to perform normal work duties.

### **ARTICLE XXIV – DRESS CODE**

Employees are not permitted to wear clothing with rips and/or tears, faded and/or worn out; clothing with derogative slogans, and/or pictures; advertising of tobacco products, drugs, alcohol, illegal substances; tank tops/halter tops, clothing which displays one’s bare belly/midriff/cleavage; low rise jeans that expose hips; visible underwear (including tops and bottoms, straps and waistbands) no caps; items that are spandex. As needed, from time to time, changes in the dress code will be discussed with the Union leadership and mutually agreed upon changes will be conveyed by the Executive Director, in writing, to all unit members.

### **ARTICLE XXX – CONTRACT DISTRIBUTION**

The Association will distribute the Contract within ninety (90) days of ratification by both parties.

### **ARTICLE XXXI – DURATION**

This Agreement and each of its provisions shall be in effect, as of July 1st, 2024, and shall continue in full force and effect until August 31, 2025, and shall renew itself from year to year, unless either party notifies the other party by certified mail no later than October 1, or any other October 1<sup>st</sup> thereafter of its desire to terminate or modify the present Agreement.

**LEA PROFESSIONAL ASSOCIATION**

**SHORE EDUCATIONAL COLLABORATIVE**

\_\_\_\_\_  
**Paraprofessional Unit**

\_\_\_\_\_  
**Chairperson of the Board of Directors**

\_\_\_\_\_  
**Paraprofessional Unit**

\_\_\_\_\_  
**Kristin Shaver  
Executive Director**

## Shore Educational Collaborative FY 2024-25 Paraprofessional Salary Scale

### Appendix A

- 3% increase to the scale in FY 25.
- In FY25, remove steps 1 & 2 and move all bargaining unit members up to the new correlated step. Anyone on step 1, will move to the new step 2 (current Step 4), which will be 3% higher than the current step 4, for example.
- In FY25 add new steps 11 & 12 to Paraprofessionals and new steps 9 & 10 with 3% increase above previous step.

**Instructional Aide, FY25**  
7.5 hrs/day, 183 days

| Step: |        |        |           | Associate's Degree |        |           | Bachelor's Degree |        |           | Master's Degree |        |           |
|-------|--------|--------|-----------|--------------------|--------|-----------|-------------------|--------|-----------|-----------------|--------|-----------|
|       | Hourly | Daily  | Salary    | Hourly             | Daily  | Salary    | Hourly            | Daily  | Salary    | Hourly          | Daily  | Salary    |
| 1     | 31.73  | 237.98 | 43,549.43 | 32.33              | 242.48 | 44,372.93 | 32.92             | 246.90 | 45,182.70 | 33.71           | 252.83 | 46,266.98 |
| 2     | 33.37  | 250.28 | 45,800.33 | 33.97              | 254.78 | 46,623.83 | 34.57             | 259.28 | 47,447.33 | 35.36           | 265.20 | 48,531.60 |
| 3     | 36.52  | 273.90 | 50,123.70 | 37.12              | 278.40 | 50,947.20 | 37.71             | 282.83 | 51,756.98 | 38.50           | 288.75 | 52,841.25 |
| 4     | 37.81  | 283.58 | 51,894.23 | 38.41              | 288.08 | 52,717.73 | 39.00             | 292.50 | 53,527.50 | 39.79           | 298.43 | 54,611.78 |
| 5     | 38.55  | 289.13 | 52,909.88 | 39.15              | 293.63 | 53,733.38 | 39.75             | 298.13 | 54,556.88 | 40.53           | 303.98 | 55,627.43 |
| 6     | 39.32  | 294.90 | 53,966.70 | 39.91              | 299.33 | 54,776.48 | 40.51             | 303.83 | 55,599.98 | 41.30           | 309.75 | 56,684.25 |
| 7     | 40.11  | 300.83 | 55,050.98 | 40.71              | 305.33 | 55,874.48 | 41.29             | 309.68 | 56,670.53 | 42.09           | 315.68 | 57,768.53 |
| 8     | 40.90  | 306.75 | 56,135.25 | 41.50              | 311.25 | 56,958.75 | 42.10             | 315.75 | 57,782.25 | 42.89           | 321.68 | 58,866.53 |
| 9     | 42.13  | 315.98 | 57,823.43 | 42.75              | 320.63 | 58,674.38 | 43.36             | 325.20 | 59,511.60 | 44.18           | 331.35 | 60,637.05 |
| 10    | 43.39  | 325.43 | 59,552.78 | 44.03              | 330.23 | 60,431.18 | 44.66             | 334.95 | 61,295.85 | 45.51           | 341.33 | 62,462.48 |

**Paraprofessional, FY25**  
7 hrs/day, 183 days

| Step: |        |        |           | Associate's Degree |        |           | Bachelor's Degree |        |           | Master's Degree |        |           |
|-------|--------|--------|-----------|--------------------|--------|-----------|-------------------|--------|-----------|-----------------|--------|-----------|
|       | Hourly | Daily  | Salary    | Hourly             | Daily  | Salary    | Hourly            | Daily  | Salary    | Hourly          | Daily  | Salary    |
| 1     | 20.54  | 143.77 | 26,309.43 | 21.14              | 147.95 | 27,074.70 | 21.73             | 152.13 | 27,839.97 | 22.53           | 157.68 | 28,855.93 |
| 2     | 21.36  | 149.54 | 27,364.98 | 21.96              | 153.72 | 28,130.25 | 22.55             | 157.83 | 28,882.32 | 23.34           | 163.38 | 29,898.28 |
| 3     | 22.04  | 154.29 | 28,235.80 | 22.63              | 158.40 | 28,987.88 | 23.23             | 162.59 | 29,753.15 | 24.02           | 168.14 | 30,769.11 |
| 4     | 22.94  | 160.57 | 29,383.71 | 23.54              | 164.75 | 30,148.98 | 24.12             | 168.86 | 30,901.05 | 24.92           | 174.41 | 31,917.01 |
| 5     | 24.44  | 171.09 | 31,310.07 | 25.04              | 175.28 | 32,075.34 | 25.64             | 179.46 | 32,840.61 | 26.43           | 185.01 | 33,856.57 |
| 6     | 26.62  | 186.31 | 34,094.07 | 27.21              | 190.49 | 34,859.34 | 27.81             | 194.67 | 35,624.61 | 28.60           | 200.22 | 36,640.57 |
| 7     | 27.37  | 191.57 | 35,057.26 | 27.95              | 195.68 | 35,809.33 | 28.55             | 199.86 | 36,574.60 | 29.34           | 205.41 | 37,590.56 |
| 8     | 28.68  | 200.73 | 36,732.93 | 29.26              | 204.84 | 37,485.01 | 29.86             | 209.02 | 38,250.28 | 30.65           | 214.57 | 39,266.24 |
| 9     | 30.11  | 210.75 | 38,566.94 | 30.69              | 214.86 | 39,319.01 | 31.29             | 219.04 | 40,084.28 | 32.08           | 224.59 | 41,100.24 |
| 10    | 32.51  | 227.55 | 41,641.21 | 33.10              | 231.73 | 42,406.48 | 33.70             | 235.91 | 43,171.75 | 34.49           | 241.46 | 44,187.71 |
| 11    | 33.48  | 234.36 | 42,887.88 | 34.10              | 238.70 | 43,682.10 | 34.71             | 242.97 | 44,463.51 | 35.53           | 248.71 | 45,513.93 |
| 12    | 34.48  | 241.36 | 44,168.88 | 35.12              | 245.84 | 44,988.72 | 35.75             | 250.25 | 45,795.75 | 36.60           | 256.20 | 46,884.60 |

**Paraprofessional, FY25**  
7.5 hrs/day, 183 days

| Step: |        |        |           | Associate's Degree |        |           | Bachelor's Degree |        |           | Master's Degree |        |           |
|-------|--------|--------|-----------|--------------------|--------|-----------|-------------------|--------|-----------|-----------------|--------|-----------|
|       | Hourly | Daily  | Salary    | Hourly             | Daily  | Salary    | Hourly            | Daily  | Salary    | Hourly          | Daily  | Salary    |
| 1     | 20.54  | 154.04 | 28,188.68 | 21.14              | 158.52 | 29,008.61 | 21.73             | 163.00 | 29,828.54 | 22.53           | 168.95 | 30,917.07 |
| 2     | 21.36  | 160.22 | 29,319.62 | 21.96              | 164.70 | 30,139.55 | 22.55             | 169.10 | 30,945.35 | 23.34           | 175.05 | 32,033.88 |
| 3     | 22.04  | 165.32 | 30,252.65 | 22.63              | 169.72 | 31,058.44 | 23.23             | 174.20 | 31,878.37 | 24.02           | 180.15 | 32,966.90 |
| 4     | 22.94  | 172.04 | 31,482.54 | 23.54              | 176.52 | 32,302.47 | 24.12             | 180.92 | 33,108.27 | 24.92           | 186.87 | 34,196.80 |
| 5     | 24.44  | 183.31 | 33,546.51 | 25.04              | 187.79 | 34,366.44 | 25.64             | 192.28 | 35,186.37 | 26.43           | 198.22 | 36,274.90 |
| 6     | 26.62  | 199.61 | 36,529.36 | 27.21              | 204.09 | 37,349.29 | 27.81             | 208.58 | 38,169.23 | 28.60           | 214.52 | 39,257.75 |
| 7     | 27.37  | 205.25 | 37,561.34 | 27.95              | 209.66 | 38,367.14 | 28.55             | 214.14 | 39,187.07 | 29.34           | 220.09 | 40,275.60 |
| 8     | 28.68  | 215.06 | 39,356.71 | 29.26              | 219.47 | 40,162.51 | 29.86             | 223.95 | 40,982.44 | 30.65           | 229.90 | 42,070.97 |
| 9     | 30.11  | 225.80 | 41,321.72 | 30.69              | 230.21 | 42,127.52 | 31.29             | 234.69 | 42,947.45 | 32.08           | 240.63 | 44,035.98 |
| 10    | 32.51  | 243.80 | 44,615.58 | 33.10              | 248.28 | 45,435.51 | 33.70             | 252.76 | 46,255.45 | 34.49           | 258.71 | 47,343.98 |
| 11    | 33.48  | 251.10 | 45,951.30 | 34.10              | 255.75 | 46,802.25 | 34.71             | 260.33 | 47,639.48 | 35.53           | 266.48 | 48,764.93 |
| 12    | 34.48  | 258.60 | 47,323.80 | 35.12              | 263.40 | 48,202.20 | 35.75             | 268.13 | 49,066.88 | 36.60           | 274.50 | 50,233.50 |