

**AGREEMENT**

**BETWEEN**

**READING SCHOOL COMMITTEE**

**AND**

**READING PARAEDUCATORS ASSOCIATION**

**Effective: July 1, 2018**  
**Expiring: June 30, 2021**

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## AGREEMENT

By and between the School Committee of Reading ("Committee") and the Paraeducators Association of the Town of Reading ("Association").

## RECOGNITION

Pursuant to a certification of representative issued by the Massachusetts Labor Relations Commission after an election, the Committee recognizes the Association as the exclusive bargaining representative for the purposes of collective bargaining representative for the purposes of collective bargaining of all paraeducators in regular day programs and special education programs, hereinafter referred to as "employees", but excluding all other employees of the Committee.

The Parties agree that with this start of this contract effective July 1, 2011 the Reading Educational Assistant Association shall be known as the Reading Paraeducator Association.

## PREAMBLE

**WHEREAS:** Recognizing that our prime purpose is to provide service of the highest possible quality for the public schools of Reading and that good morale within the ranks of the paraeducators employed by the Reading schools is essential to the achievement of that purpose, and

**WHEREAS:** Under the laws of the Commonwealth of Massachusetts, the School Committee, elected by the citizens of Reading, has final responsibility for establishing the policies of the employees of the public schools of Reading. It is recognized that in addition to other functions and responsibilities the Reading School District has, and shall have, the sole right and responsibility to direct the operations of the employees and in this connection to determine the methods, processes and types of work to be performed; to schedule shifts and hours of work; and to select, hire and promote and demote employees, including the right to make and apply rules and regulations of discipline, efficiency and safety, and

**WHEREAS:** The Superintendent of Schools or his/her designee have the responsibility for carrying out the policies so established, and

**WHEREAS:** The Reading School District shall also have the right and responsibility to discharge or otherwise discipline any employee with three years or fewer of service as a paraeducator for good cause or any employee with greater than three years of service as a paraeducator for just cause, to promote and transfer and lay off employees because of lack of work or other cause hereinafter provided, and

**WHEREAS:** The paraeducators of the public schools of Reading have the responsibility of providing in-school facilities services of the highest quality possible, and

**WHEREAS:** Fulfillment of these respective responsibilities can be facilitated and supported by consultation and free exchange of views and information among the Committee, the Superintendent of Schools or his/her designee, the officers of the Association and the formulation and application of policies relating to wages, hours, and other conditions of employment for these employees, and

**WHEREAS:** Employees covered by this Agreement shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to form, join and assist employee organization, or to refrain from such activity, to hold office in and/or participate in the management of the Association, and to engage in other lawful Association and concerted activities.

NOW THEREFORE, the parties hereto agree as follows:

**ARTICLE 1**  
**MANAGEMENT RIGHTS**

It is understood that for the duration of the Agreement employees shall continue to serve under the direction of the Superintendent or his/her designee and in accordance with Committee policies, and administrative rules, regulations and the provisions of this Agreement.

Except to the extent that there is contained in this Agreement an express and specific provision to the contrary, all of the authority, power, rights and responsibility-ties for the administration of the schools are retained and reserved to the Reading School District, including but not limited to the rights to manage the affairs of the school system and maintain and improve the efficiency of its operations; to determine the methods, means, processes and personnel by which operations are to be conducted; to determine the qualifications for all jobs; to hire, promote, retain, discipline, suspend, and discharge employees; and to promulgate and enforce reasonable rules and regulations pertaining to the operations of the school system and its employees. As to all of these rights and any other rights which the Reading School District has by law, the Reading School District may exercise the same at its discretion without any such exercise being made the subject of a grievance or arbitration proceeding hereunder.

Prior to the Committee's changing hours, wages, or other conditions of employment of the employees covered by this Agreement, the Committee shall meet with the Association to negotiate concerning this change, as may be required by M.G.L. c. 150E.

The "Reading School District" as used in this Agreement shall be interpreted to mean the Reading School Committee and/or appropriate school administrators, as the case maybe, so as to effectuate, and comply with, the provisions of the Education Reform Act of 1993, and subsequent amendments.

No provision of this Agreement shall be construed to prevent or prohibit the Reading School Committee or the Reading School District from taking required actions under the Individuals with Disabilities Education Act or the Elementary and Secondary Education Act.

**ARTICLE 2**  
**ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties and concludes collective bargaining for its term.

The parties acknowledge that during the bargaining 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 this Agreement. Therefore, the Committee and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or not settled during bargaining, or any other subject or matter even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. Such matters shall not be subject to the grievance procedure.

A Union/Management council shall be formed consisting of three (3) administrators and three (3) paraeducators. This council shall convene within eight (8) working days of the submission of an agenda

item by either side to the proper person.

The purpose of this council is to promote communication between the parties and to handle problems or pending problems in a professional manner. This council also has the right to change Agreement with ratification by both parties during the life of the contract.

### **ARTICLE 3** **DEFINITIONS**

**Section 1.** Full time employee: An employee who normally works thirty (30) or more hours per week.

**Section 2.** Regular part-time employee: An employee who normally works twenty (20) or more hours per week.

**Section 3.** Intermittent part-time employee: An employee who normally works fewer than twenty (20) hours per week.

**Section 4.** Permanent employee: An employee who has successfully completed the probationary period.

**Section 5.** Seniority: The length of continuous service as a full time or part-time paraeducator with the Reading School Department.

**Section 6.** Continuous service: Time worked for the Town of Reading and the Reading School Department including paid leaves of absence, but excluding unpaid leaves of absence.

**Section 7:** School Vacation Employees: Employees covered by this contract who work vacations or summers.

### **ARTICLE 4** **NON-DISCRIMINATION**

The Committee and the Association agree that they shall not discriminate against any person because of race, color, sex, religion, national origin, sexual orientation, gender identity disability, genetic information, or age.

### **ARTICLE 5** **AGENCY SERVICE FEE DUES DEDUCTION**

The School Department will deduct dues for employees whose names are submitted to the Office of the Superintendent at the following times:

1. For employees hired after the beginning of the school year, upon submission of the names at any time during the school year.
2. All employees covered by this contract will have the regular amount of dues deducted from their salary biweekly.
3. Any member who wishes to be an agency service fee (ASF) member will request the form after March 20th for a rebate as indicated by the MTA and NEA and as provided by G.L Ch. 150e, Section 12.

4. All new employees will be given a copy of the contract when hired and the district will make its best effort to send the name, biweekly hours, position, school, and start date of the new employee to the president(s) and treasurer within five working days. Email communication of this information is acceptable.
5. The ASF hereunder shall not exceed Reading Paraeducators dues plus such portion of MTA or NEA affiliated dues as is directly related to negotiating or administering the collective bargaining agreement between the Committee and the Reading Paraeducators. The burden shall be on the MTA and/or the NEA to certify that portion of their dues as complies with this paragraph.
6. An employee paying the ASF under this Article may obtain from the Association a rebate of a pro rata share of certain Association expenditures, as provided in G.L. c.150e, Section 12.
7. The Association shall indemnify the Committee for any liability or damage incurred by the Committee as a result of any claim made against it by any employee or group of employees or outside party under this Article.

## **ARTICLE 6** **PROBATIONARY PERIOD**

**Section 1.** There shall be a one hundred and eighty school day probationary period for all paraeducators. The probationary period shall be extended for one (1) work day for each work day the employee is absent during the probationary period, with the exception of sick days where the probationary period will be extended beginning after 5 sick days.

**Section 2.** Any employee who has worked the one hundred and eighty school day probationary period by the end of the school year shall be considered to have one (1) year's experience.

**Section 3.** Prior to the end of the one hundred work day probationary period, the employee's immediate supervisor shall evaluate the employee's work performance and shall recommend either that the employee be retained or terminated.

**Section 4.** A probationary employee may be discharged at any time during the probationary period, without cause. The discharge shall not be subject to the grievance procedure. Upon request, a probationary employee shall be entitled to a written statement of the reason for discharge.

**Section 5.** A probationary employee shall be paid according to the salary schedule and after forty (40) work days shall be entitled to fringe benefits provided in Article 10 and 11.

**Section 6.** A new Special Educational paraeducator employee working in a separate program will be given appropriate training within the first twenty (20) school days.

**Section 7.** The probationary period can be extended with the permission of the Association after providing the Association with written documentation. The principals and the employee will work out the details with the union being present.

**Section 8.** After fulfillment of the probationary period no paraeducator who has been employed by Reading Public Schools as such for three years or fewer, exclusive of unpaid leaves of absence, shall be dismissed or disciplined without good cause. No paraeducator who has been employed by Reading Public Schools as such for greater than three years, exclusive of unpaid leaves of absence, shall be dismissed or disciplined without just cause.

**ARTICLE 7**  
**WORK YEAR, DAY**

**Section 1.** The work year for paraeducators shall be 180 school days and an additional four days which can be used at the discretion of the Superintendent, for a total of 184 school days. The scheduling of these four additional days will be in accordance with the established teacher year and will be mutually agreed upon prior to the end of the previous school year to by the Superintendent and the Association

**Section 2.** The work day for all paraeducators will begin at their assigned hour and end at the time established in their assigned school. Paraeducators may be excused earlier at the discretion of the principal or immediate supervisor.

**Section 3.** The Personnel Department shall make an effort to notify each paraeducator by May 15<sup>th</sup> but no later than the last day of school each year whether a position is available and the tentative hours to be worked. It shall also give tentative notification of the building to which the paraeducator will be assigned, and classroom, where applicable.

**Section 4.** Employees who will be absent shall log their absence online or call the substitute management system at or before the appropriate time.

**Section 5.** Whenever possible, a substitute paraeducator shall be called to replace an absent employee.

**Section 6.** A fifteen (15) minute duty-free break will be allowed for employees who work four (4) or more hours. Employees are not expected to perform services during this break, unless unusual circumstances or emergencies make their assistance necessary. Breaks are not cumulative and may not be used to shorten the workday.

**Section 7.** Paraeducators shall be paid bi-weekly based on actual hours worked during the prior two weeks inclusive of any accrued leave used during that period subject to the approvals and conditions outlined in this Agreement.

**Section 8.** When there is a delayed opening, or early dismissal for some unforeseen reason, the paraeducators shall receive their regular scheduled hours pay for that day.

**Section 9.** A paraeducator entering the Reading School System will be placed in a classification for which his/her training has qualified him/her and at the increment step (up to Step 5) which most nearly coincides with the paraeducator's experience and ability as determined by the Superintendent, according to the applicable salary

scale. Upon initial employment, the placement of a new hire on the salary schedule shall be in the exclusive discretion of the employer.

## **ARTICLE 8**

### **VACANCIES**

Whenever a vacancy in any existing, newly created school year position or summer position occurs in the school system, notice of same including information about salary shall be posted in each school and/or on the school district website for at least seven (7) school days prior to the Reading School District appointing an individual to fill a vacancy and a copy shall be sent to the President of the Association except in such situations where school is required by law or a student's IEP to have a position filled sooner. Nothing in this Article shall be interpreted as requiring the Reading School District to fill any vacancies which occur. The seven (7) school day period shall begin to run on the day following the posting of the notice in all the schools and/or on the school district website. When a vacancy occurs during the summer vacation (i.e. Day after the last day of school to the day before the first day of school), the posting deadline will be five (5) work days.

Any employee in the bargaining unit possessing the necessary qualifications for a position in the district may submit a letter of intent and resume electronically to Human Resources in lieu of the application.

## **ARTICLE 9**

### **SICK LEAVE**

**Section 1.** Seven (7) days of sick leave shall be credited at the beginning of the school year, and the balance shall accrue at a rate of two (2) days per month thereafter to a total of fifteen (15) days. An employee shall receive sick leave for the same number of hours that the employee was absent. Ten (10) sick days may be used each year for attending to a member of the employee's immediate family or household who is ill or injured. At the request of an employee, the Superintendent may award days beyond the ten for attending to a member of the employee's immediate family or household who is ill or injured.

**Section 2.** Any unused portion of sick leave may be accumulated to the number of hours each employee works in a school year. Only employees who work an average of twenty (20) hours or more per week effective June 30 of that year are eligible for this benefit.

**Section 3.** When absence due to illness or injury is for a period of three (3) or more consecutive days, the Superintendent or his designee may require a doctor's certificate before a paraeducator may return to work. A paraeducator who has been absent for five (5) consecutive school days due to his or her illness or injury or that of a member of his/her family or household may be asked for medical certification if absence is due to a serious health condition as necessary to comply with the requirements of the Federal Family and Medical Leave Act of 1993. When absence due to sickness or injury necessitates absence from work for ten (10) or more consecutive days, the Superintendent or his designee shall require the employee to submit a letter from a regularly licensed practicing physician, giving the diagnosis and prognosis, before the employee shall be entitled to sick leave with pay. The Superintendent of Schools or his/her designee reserves the right to obtain an Independent Medical Examination of the Superintendent's choosing at its expense.

**Section 4.** When absence is compensable under worker's compensation insurance, the employee may use his/her accumulated sick leave to make up the difference between worker's compensation benefits and his/her regular base rate salary, until such sick leave is exhausted.

**Section 5.** Employees whose services are terminated for any reason shall not be entitled to compensation in lieu of sick leave not taken.

**Section 6.** A complete and accurate record shall be maintained of each employee setting forth the dates used from his/her sick leave and the number of his/her sick leave days remaining. Such record shall be available for inspection by each individual upon reasonable request.

**Section 7.** If leave with pay is about to be exhausted, the employee involved may make a written application for additional leave with pay for up to thirty (30) school days to the Superintendent of Schools or his/her designee. Grant of such leave is discretionary with the Committee. Before any action by the Committee, the employee shall submit a diagnosis, prognosis, and expected date of return to work. The Superintendent of Schools or his/her designee reserves the right to send a physician, at its expense, to examine the employee.

**Section 8.** All paraeducators will be able to use the substitute service.

**Section 9.** Family Medical Leave Act (See ARTICLE 11),

## **ARTICLE 10**

### **TEMPORARY LEAVES WITH PAY**

**Section 1.** Personal Leave. Recognizing that occasionally there arises an unusual situation necessitating the unexpected absence of an employee for personal reasons, the parties hereby agree to the following:

- a. A personal leave day is designed for personal matters that normally cannot be accomplished outside regular school hours and normally shall not be taken on the day immediately preceding or following vacations, holidays, or long weekends. The parties agree that such leave must be taken for important personal or business reasons and not as vacations or recreation. Personal days will not be taken or granted for travel time in connection with a vacation, holiday or weekend.
- b. Each full-time or regular part-time employee may be granted not more than two (2) personal days with pay per school year. The first such day shall be granted by the employee's immediate supervisor without a reason being stated upon at least forty-eight (48) hours notice unless an emergency situation precludes such notice being given. The second such day may be granted at the discretion of the Superintendent or his/her designee. A request for a personal day shall be submitted at least forty-eight 48 hours in advance unless an emergency situation precludes giving such notice, in which case the request shall be presented to the immediate supervisor as soon as possible. . Upon request by the paraeducator the Superintendent may allow a third personal day in the event of an extreme emergency as deemed appropriate by the Superintendent. This third day may be deducted from the paraeducator's previously accumulated sick days.
- c. A personal day to be used on a Monday, Friday, or immediately preceding a vacation, holiday, long weekend or other day or days on which no work is scheduled may be granted in the manner provided for

the second day requiring reasons and the Superintendent or his/her designee's approval. In such event the employee retains the first personal day to be granted by his/her immediate supervisor without reason required unless previously utilized except as provided above.

- d. In the event the Superintendent of Schools or his/her designee has valid reason to believe that a personal day had been taken for a reason inconsistent with the above provision, the Superintendent of Schools or his/her designee reserves the right to deny pay or take other appropriate action for that day, and the individual and/or Association reserves the right to file a grievance.
- e. Any employee hired after December 30<sup>th</sup> shall be entitled to only one (1) personal day.

**Section 2.**      **Funeral Leave.**      Five (5) days leave with pay will be granted to an employee upon the death of the employee's spouse, father, mother, son, or daughter. Three (3) days leave with pay will be granted to an employee upon the death of the employee's brother, sister, grandparent, grandchild, mother-in-law, or father-in-law. One (1) day leave will be granted to an employee upon the death of other members of the employee's family, such as an aunt, uncle, sister-in-law, brother-in-law, etc. Extra time may be granted for personal leave at the discretion of the Superintendent.

## **ARTICLE 11**

### **LEAVES OF ABSENCE WITHOUT PAY**

This article is intended to explain the existing law. It is understood that current statutes and regulations shall take precedent.

#### **Section 1.**                      **Family and Medical Leave Act**

The Federal Government passed the Family and Medical Leave Act (FMLA) of 1993, which requires the Reading School District to grant an eligible employee up to twelve (12) work weeks of unpaid leave during any twelve (12) month period for one or more of the following reasons:

**Parental Leave:** The birth of a son or daughter and the care of the newborn child:

**Adoptive Leave:** The placement with the employee of a son or daughter for adoption or foster care;

**Family Medical Leave:** To care for the employee's spouse, son, daughter or parent with a serious health condition;

**Personal Medical Leave:** Because of a serious health condition that makes the employee unable to perform the essential functions of his/her job.

**Eligibility** – In order to be eligible for benefits under this Act, an employee must have been employed for at least twelve (12) months; and have provided at least 1,250 hours of service, including paid vacation and sick leave, in the twelve (12) months period prior to the leave request.

**Timing of Twelve (12) Month Leave Period** - The twelve (12) month period used for determining an employee's twelve (12) week FMLA leave entitlement will be a "rolling" twelve (12) month period measured backward from the date the employee begins the use of FMLA leave. The employee should submit a written request prior to the start of the FMLA leave, unless the leave is due to unforeseeable

circumstances.

**Health Insurance Continuation** - The Reading School District will maintain health plan coverage for any employee who takes FMLA at the same level, and conditions that would have applied if the employee had not taken leave. The employee must continue to pay his/her share of this coverage, either through payroll deduction or over counter in Treasure's Office. If the employee fails to return to work following the expiration of the period of FMLA leave, the employee will be obligated to pay to the Town the entire Town contribution to the employee's medical insurance plan for the entire period of FMLA leave, except in certain limited circumstances required by law.

**Benefits** - The employee will not accrue any vacation time, sick leave, holidays, personal leave, floating holidays, clothing allowance, seniority bereavement leave or other benefits during any unpaid part of leave. After returning from FMLA leave, however, he/she will receive all vacation time, sick leave, seniority and other benefits for which he/she was eligible prior to the start of the leave, unless the paid time is exhausted during the leave.

**Guarantee of Job** - The employee will be able to return to his/her prior position or a position with equivalent benefits, pay and other terms and conditions of employment. An exception to this guarantee is that the highest paid ten percent (10%) employees of the Reading School District may be notified that leave, or the continuation of their leave, would cause grievous economic injury to the Reading School District and cannot be granted. If one of these employees elects not to return to work after such a notice, the Reading School District may then deny later reinstatement.

**Limits** - The following limits will apply to the leave granted under this Act:

1. Leave for the birth or placement of a child expires at the end of the twelve (12) month period beginning on the date of such birth or placement;
2. Leave for the birth or placement of a child or placement of a child for adoption or foster care may not be taken intermittently;
3. Leave for the birth or placement of a child or to care for a sick parent may be limited to a total of twelve (12) weeks when both a husband and wife work for the Reading School District and are eligible for leave;
4. A son or daughter for whom family medical leave may be taken is one under eighteen (18) years of age or one who is incapable of self care because of mental or physical disability;
5. A son or daughter includes an adoptive, foster or stepchild, a legal ward or a child of a person standing in loco parentis;
6. A parent includes biological parents of an employee or a person who stood in loco parentis to an employee;
7. Spouse will be defined under the Laws of the Commonwealth of Massachusetts;
8. The Reading School District shall require the employee use all paid accrued vacation, personal days or sick leave, where applicable, during an FMLA leave;
9. Under this policy, an employee can only substitute paid sick leave for his/her own leave because of a serious health condition and not for that of a spouse, son, daughter or parent except that which is allowed for family illness in the section above "Timing of Twelve (12) Month Leave Period";
10. An illness, injury, impairment or physical or mental condition that involved either inpatient care in a hospital, hospice or residential medical care facility or continuing treatment by a health provider (a doctor of medicine or osteopathy), as that term is defined by the FMLA,

- qualifies as a serious health condition;
11. When medically necessary, leave for a serious health condition may be taken intermittently; the Reading School District may require an employee to provide certification for intermittent leave for planned medical treatment indicating the timing and duration of treatment. Also, the Reading School District may require the employee to transfer to a position with equivalent pay and benefits which may better accommodate recurring periods of leave;
  12. The Reading School District may require thirty (30) days notice of planned medical treatment, or such notice as is practicable;
  13. The Reading School District may require medical certification from a health provider of a serious health condition of a family member or employee, as provided by the FMLA;
  14. The Reading School District may require the employee to obtain the opinion of a second health care provider of its choosing; a third opinion may also be sought which is to be approved by both parties and which is binding. The Reading School District will pay for these opinions;
  15. The Reading School District may require recertification of the serious health during a leave, and may require an employee to report on his or her status and intention to return to work; and
  16. An employee must supply the Reading School District with a fitness for duty note from a health care provider before a return to work from a serious health condition.

**Section 2.**            **Small Necessities Leave.** Pursuant to Massachusetts General Laws Chapter 149, Section 52D, eligible employees may be entitled to leave as governed by the Massachusetts Small Necessities Leave Act (SNLA) as set forth below.

Generally, an employee who has been employed by the District for at least twelve (12) months and has worked at least one thousand two hundred fifty (1,250) hours during the twelve month period immediately prior to the commencement of the leave may be eligible for SNLA leave. Eligible employees may be entitled to take up to twenty-four (24) hours of unpaid leave during any rolling twelve (12) month period for any of the following covered purposes:

- a. Participation in school activities of a son or daughter as long as those activities are directly related to the educational advancement of the child (e.g., parent-teacher conferences, interviews for a new school);
- b. Accompanying a son or daughter to routine health care appointments, including medical and dental appointments;
- c. Accompanying an elderly relative (defined as an individual at least sixty (60) years of age related to the employee by blood or marriage) to routine health care appointments, including medical and dental visits;
- d. Accompanying an elderly relative to an appointment for professional services related to the individual's care, such as interviewing for a nursing home or group care facility.

In the event of foreseeable leave, employees are expected to submit a written request for leave forty-eight (48) hours prior to the anticipated commencement of the leave. Where leave is not foreseeable, notice must be given as soon as is practicable, but not less than one-day prior to the leave.

Small necessities leave is generally unpaid; however eligible employee may use accrued vacation (in

half-day increments) or personal time, if available, in order to cover the time away. Any paid time off used is exhausted simultaneously with an employee's entitlement to SNLA leave.

An employee may be required to submit certification from the health care provider or administrator visited during the leave. It is the employee's responsibility to ensure that the certification is provided to the Principal or Director of Human Resources and Finance. If an employee fails to obtain the appropriate medical certification of the need for the leave, the District reserves the right to refuse SNLA leave.

**Section 3.**     Maternity Leave. A female employee who has been employed by the Reading School District for not less than three (3) calendar months shall, upon request, be granted a maternity leave of absence of not more than eight (8) calendar weeks duration. Such leave shall be unpaid except to the extent of actual disability which normally shall not exceed ten (10) days. A claim of actual disability beyond ten (10) days shall be supported by a doctor's certificate following the period of disability. Actual disability shall be treated as paid sick leave.

An application for leave must be made at least sixty (60) calendar days prior to the employee's anticipated date of departure and must include a statement of the employee's intention to return and the date on which she expects to return.

The employee who returns to work on the date specified above shall be restored to her prior position, or a similar position, on that date. In the event the employee seeks to return on a date earlier or later than the date specified, she shall be restored to her prior position, or a similar position, as soon as practicable.

Seniority and all benefits held at commencement of the leave shall be restored upon return. Benefits and seniority do not accrue over the term of the leave.

**Section 4.**     Long-Term Leave. Leaves of absence not to exceed one (1) year without pay may be granted at the sole discretion of the hiring authority, upon recommendation by the Superintendent or his/her designee.

All requests for leave shall be in writing and specify the date leave would commence and the date of anticipated return if granted. Upon return, the employee will be assigned to the same or a similar position, if either is available.

All benefits to which the employee was entitled at the time of his/her leave of absence shall be restored to him/her. Benefits and seniority will not continue to accrue during the leave of absence.

## **ARTICLE 12**

### **HOLIDAYS**

Each employee shall be entitled to the following holidays with pay when they fall on a day on which the employee is scheduled to work within the regular work week or vacation break:

- New Year's Day (Legal Holiday)
- Martin Luther King Day
- President's Day
- Memorial Day (last Monday in May)
- Labor Day (first Monday in September)

Columbus Day (second Monday in October)

Veteran's Day

Thanksgiving Day (fourth Thursday in November)

Day after Thanksgiving

Christmas Day (Legal Holiday)

If New Year's Day or Christmas Day falls on a Saturday, the preceding Friday will be the celebrated holiday. If either New Year's Day or Christmas Day fall on a Sunday, the following Monday will be the celebrated holiday.

Paraeducators who work less than five (5) days per week in a regular work week are entitled to one (1) floating holiday per school year. The provisions of this paragraph shall apply only to those employed by the Reading Public Schools and members of this bargaining unit on June 1, 2008.

In no case shall a paraeducator be entitled to more than ten (10) total holidays of any sort per school year.

Paraeducators will be allowed to work within the pay period that contains the Thanksgiving holiday in order to make up any lost time due to the early dismissal on the Wednesday before Thanksgiving. Any paraeducator whose assigned schedule for this day is modified due to the early release and the normal number of scheduled hours on this day will not be worked, each paraeducator affected will be allowed to, but not required to, make up those hours missing on another day(s) within the pay period at the discretion of the building principal.

### **ARTICLE 13**

#### **VACATION**

All full time and regular part-time employees shall receive compensation for the following vacation days:

Nine (9) days vacation with pay after thirty (30) weeks of continuous service during the first twelve (12) months. Thirteen (13) days vacation with pay after five (5) years of continuous service. Seventeen (17) days vacation with pay after twelve (12) years of continuous service. (Effective July 1, 2018, employees who have achieved the ten years of continuous service prior to July 1, 2018 will be grandfathered in at 17 days). In the years these days exceed the regular school vacation days *the* Paraeducator will be paid for these days at the end of the year. Employees shall not be eligible to use vacation days during regular school days but instead shall receive compensation for days during scheduled school breaks. Employees' vacation allowance shall be paid out proportional to the number of scheduled school breaks.

When an employee retires or terminates for any reason during the school year, such employee shall receive vacation pay pro-rated according to the amount of the time worked.

It is agreed that for the purpose of vacation pay that any new employee hired after November 30, will not be eligible for vacation pay for that school year.

**ARTICLE 14**  
**LONGEVITY**

All full time and regular part-time employees who have been employed the years listed below shall receive longevity pay.

It is agreed for the purpose of longevity pay that any new employee hired after July 1, 1995, will not be eligible for longevity pay.

Upon completion of 5 years of continuous service	\$125
Upon completion of 10 years of continuous service	\$208
Upon completion of 15 years of continuous service	\$292
Upon completion of 20 years of continuous service	\$375

This shall be paid the first payday of December.

**ARTICLE 15**  
**RETIREMENT/HEALTH INSURANCE BENEFITS**

Each employee who works twenty (20) or more hours per week may apply to receive the Town retirement and/or health insurance benefits granted other Town employees, pursuant to the requirements and procedures of applicable state law.

**ARTICLE 16**  
**PERFORMANCE EVALUATION**

An evaluation procedure shall be established by the Reading School District using factors which shall be reasonably related to the employee's work performance. Prior to the Reading School District's implementing the evaluation process, it shall meet with members of the Association to review the form, criteria, and procedures to be followed in the evaluation and to seek its input.

The paraeducator performance instrument is attached as a reference only in Appendix B and is not as part of this contract. It is agreed that use of the attached instrument has met the above paragraph. The parties agree to review this document during negotiations for the next agreement.

Employees may be evaluated annually. Employees who are in the first three years of employment in the Reading Public Schools will be evaluated annually. Employees who have worked more than three years may be evaluated bi-annually. Employees shall be evaluated in accordance with the Evaluation tool on the work they are doing in their assigned position. All monitoring and observation of the work performance of an employee will be conducted openly and with full knowledge of the employee. An employee will be given a copy of any evaluation by June 1 prepared by the supervisor and will have the right to discuss this evaluation with the supervisors. A supervisor is required to confer with an employee whose service has been rated

unsatisfactory in any respect, explain the rating, and plan cooperatively for improvement. The employee shall sign the evaluation to indicate having received a copy. The employee may attach comments to the evaluation.

An employee upon reasonable request has the right to review and make copies of her/his individual personnel file, said file to be maintained in the Central office personnel files.

No material derogatory to an employee's conduct, service, character or personality shall be placed in her/his personnel file without the employee's knowledge. The employee shall acknowledge such material by signing the file copy understanding that the signature in no way indicates agreement with the contents thereof. The employee has the right to submit a written response to such material which shall be attached to the file copy.

### Section 1: Improvement Plan

- A) An Improvement Plan is for a Paraeducator who is not in their probationary period and whose overall rating is Does Not Meet Standard or the Equivalent.
- B) The parties agree that in order to provide students with the best services, it may be necessary from time to time to place a paraeducator whose practice has been rated as Does Not Meet Standard on an Improvement Plan of no fewer than 30 school days and no more than one school year. In the case of a paraeducator receiving a rating of Does Not Meet Standard or the Equivalent near the close of one school year, the Improvement Plan may include activities that occur during the summer before the next school year begins. If the activities occur during the summer, the employee will be compensated for any additional hours at their hourly rate.
- C) The Evaluator must complete a summative evaluation for the paraeducator at the end of the period determined by the Evaluator for the Plan.
- D) The Improvement Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the improvement goals to be met, the activities the paraeducator must take to improve and the assistance to be provided to the paraeducator by the district.
- E) The Improvement Plan process shall include:
  - i) Within ten school days of notification to the paraeducator that the paraeducator is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the paraeducator to discuss the Improvement Plan. The Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the paraeducator.
  - ii) The Educator may request that a representative of the Reading Paraeducators Association attend the meeting(s).
  - iii) If the Educator consents, the Association will be informed that an Educator has been placed on an Improvement Plan.
- F) The Improvement Plan shall:
  - i) Define the improvement goals directly related to the standard(s) that must be improved;

- ii) Describe the activities and work products the paraeducator must complete as a means of improving performance;
  - iii) Describe the assistance that the district will make available to the paraeducator;
  - iv) Articulate the measurable outcomes that will be accepted as evidence of improvement;
  - v) Detail the timeline for completion of each component of the Plan;
  - vi) Identify the individuals assigned to assist the paraeducator which must include minimally the Evaluator; and,
  - vii) Include the signatures of the paraeducator and Evaluator.
- G) A copy of the signed Plan shall be provided to the paraeducator. The paraeducator's signature indicates that the paraeducator received the Improvement Plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- H) Decision on the paraeducator's status at the conclusion of the Improvement Plan.
- i) All determinations below must be made no later than June 1. One of three decisions must be made at the conclusion of the Improvement Plan:
    - (a) If the Evaluator determines that the paraeducator has improved his/her practice to the level of Meets the Standard (or equivalent) or greater, the Educator will no longer be on an Improvement Plan.
    - (b) In those cases where the paraeducator was placed on an improvement plan, if the Evaluator determines that the paraeducator is receiving an overall rating of progressing toward the standard or equivalent, then the paraeducator will remain on an improvement plan for the equivalent amount of time as the first improvement plan.
    - (c) In those cases where the paraeducator was placed on an Improvement Plan, if the Evaluator determines that the paraeducator is not making substantial progress and is not receiving an overall rating of Progressing Toward the Standards (or equivalent) or higher, the Evaluator shall recommend to the superintendent that the Educator be dismissed.
    - (d) If the Evaluator determines that the Educator's practice remains at the level of unsatisfactory, the Evaluator shall recommend to the superintendent that the Educator be dismissed.
    - (e) A paraeducator can remain on an improvement plan for up to two years, depending on the rating he or she receives. If the paraeducator has not improved enough to be taken off of the improvement plan after two years, the evaluator shall recommend to the Superintendent that the educator will be dismissed.

**ARTICLE 17**  
**REDUCTIONS IN STAFF**

**Section 1.** In the event that the Reading School District determines that it is necessary to reduce the number of permanent employees in the bargaining unit, the procedures set forth in this Article will govern the termination and reemployment of an employee who is affected by any such reduction.

**Section 2.** Should the Reading School District determine that a reduction is to occur in one or more areas, the following procedure shall be followed:

- a. To the extent possible, normal attrition will be used to reduce the number of positions in the area involved.
- b. If further reductions are needed, the Reading School District shall lay off employees in reverse order of seniority within the classifications of regular paraeducator, Learning Center or LLD Paraeducator /Regular Education Tutor, and ILP/TSP/DLC/SSP/RISE paraeducator. A paraeducator who is appropriately qualified as defined in the job description can displace the least senior person in another classification area. However, in no case may an employee displace into a more specialized classification.
- c. The Superintendent may make exceptions to inverse seniority in certain circumstances in the best interest of a student(s) and in doing so shall give due weight to a paraeducator's unique competencies and abilities, prior training and experience, quality of performance, educational background, and special qualifications. For example, a paraeducator in a specialized program that requires specific training to that program cannot be displaced during a reduction by a paraeducator without specialized training with a higher seniority.
- d. The School Department will publish by October 15 of each year, a seniority list which includes information about date of hire and original classification and date of employment in present classification. A copy will be posted in each school building and a copy sent to the association president. The list will be updated by January 15 of each year and made available to the association president.
- e. Although a paraeducator may be reduced out of her present classification due to a staff reduction in that classification, a paraeducator will not have cumulative seniority rights in another classification provided she has continuous service as a paraeducator in Reading. Any issues concerning the qualifications or experience of a paraeducator shall be resolved at a meeting between the Association and the Administration. The standard for resolution shall be in the best interest of the children. The decision of the Superintendent shall be final and is not subject to the grievance process.

**Section 3.** The Superintendent of Schools or his/her designee will make every effort to notify employees whose employment is to be terminated effective at the end of the school year no later than May 15 of the school year at the end of which their employment is to be terminated. If the reduction in force occurs during the school year, the employees affected shall receive thirty (30) calendar days notice.

**Section 4.** Employees whose employment is so terminated, will be considered for reemployment by the Reading School District in the inverse order of their terminations during a period of eighteen (18) months from the effective date of their termination, if they inform the Superintendent or his/her designee in writing within thirty (30) calendar days of their termination of their desire to be so considered. An employee who declines a position shall be placed at the bottom of the recall list. If each person on the recall list refuses the position offered, the Reading School District may hire from outside the system.

The senior paraeducator on layoff who is qualified to fill a permanent vacancy in an area in which

he/she has the requisite prior training, experience, competencies and abilities will be recalled first. The Reading School District will not hire from the outside to fill any vacancy so long as paraeducators who meet the criteria of the preceding sentence retain recall rights. Recall outside of a paraeducator's prior training, competencies and abilities will be considered on an individual basis by the Superintendent in his/her discretion.

**Section 5.** Employees, who are re-employed by the Reading School District within said eighteen (18) months period after their termination under the provisions of this Article, shall have restored to them the unused sick leave they had accumulated at the time of their said termination.

**Section 6.** Employees, who are re-employed by the Reading School District within said eighteen (18) months period after their termination under the provisions of this Article, shall have restored to them their seniority that they had at the time of the termination.

**Section 7.** A certified letter and email will be sent to all employees on the recall list to their last address on file at the Superintendent's Office and this shall constitute as recall notice. Failure by the employee to reply in writing or via email within ten (10) calendar days shall result in placement at the bottom of the recall list. The most senior employee that responds within the time period will be placed in the position.

**Section 8.** If two (2) or more employees are laid off effective the same date, for purposes of recall their order of layoff shall be according to seniority.

**Section 9.** The Superintendent or his/her designee shall consult with affected employees and a representative(s) of the Association to attempt to amicably determine reassignment and shall give serious consideration to their requests. The Superintendent or his/her designee has the final responsibility and authority to make reassignments.

**Section 10.** Any selection for lay-off (or recall) based on seniority shall not be subject to the arbitration procedure unless the claim is based on a paraeducator's greater seniority.

Any selection based on criteria other than seniority shall not be subject to the grievance and arbitration procedure unless the claim is based on a paraeducator's greater seniority.

- a. the use of such other criteria shall not be considered as evidence per se of a contract violation:
- b. the arbitrator shall not substitute his judgment for that of the Superintendent even if the Superintendent made an error in judgment unless the Association establishes that such judgment lacked a rational basis or, even if supported by a rational basis, establishes that such judgment was exercised in bad faith.

**Section 11.** If members of the Paraeducators Association are reduced in force, the School Committee and Administration will not consciously recruit volunteers to consistently perform duties done by members of the unit. However, volunteers may be recruited and/or used to perform duties not specified in the paraeducator job descriptions.

## **ARTICLE 18**

### **STAFFING**

Nothing in this Agreement shall in any way impair the right of the Reading School District to

eliminate positions or reduce the level of staffing, reorganize paraeducator functions, or make any other staffing changes which it deems necessary. The exercise of their rights is subject only to the Committee's obligation under M.G.L. 150E to bargain the impact of certain staffing changes prior to implementation.

Any reduction in staff hours for current employees will be approved by the Superintendent.

## **ARTICLE 19**

### **TRANSFER**

Transfer is defined as movement of a paraeducator from building to building. The Committee and Association recognize that some transfer of paraeducators may be desirable and/or necessary in the best interest of students. They also recognize that frequent transfer of paraeducators could be disruptive to the educational process and/or interfere with optimum paraeducator performance. Therefore, they agree as follows:

#### **1. Request for Transfer**

- a. Paraeducators may apply for transfer to positions posted in accordance with this contract.
- b. The Superintendent or his designee shall have the final determination of acceptance of such a request and his/her decision is not subject to the grievance and arbitration procedure.

#### **2. Involuntary Transfers**

- a. When an involuntary transfer is necessary, a paraeducator's area unique competencies and abilities, prior training and experience, and other factors deemed appropriate by the Superintendent or Principal, as the case may be, shall be considered in determining which paraeducator will be transferred. When all such factors are relatively equal, the least senior paraeducator, as measured by length of service in the particular school building, will be selected for transfer. Transfers shall not be subject to the grievance and arbitration procedure.
- b. Notice of involuntary transfers will be given to the association.
- c. Notice of intent to transfer shall be given to paraeducators in writing. Before a paraeducator is transferred involuntarily, he will be given a written statement setting forth in detail the reason for his transfer. Any involuntary transfer shall be made only after a meeting between the paraeducator involved and the Superintendent or his/her designee, provided such meeting is requested prior to the date when such transfer is scheduled. The paraeducator may, at his/her option, have an Association representative present at the meeting.

## **ARTICLE 20**

### **GRIEVANCE PROCEDURE**

#### **Section 1.**

A "grievance" shall mean a complaint that there has been as to a paraeducator

a violation, misinterpretation or misapplication of any of the provisions of this Agreement.

**Section 2.** The purpose of the grievance procedure is to produce prompt and equitable solutions in an atmosphere of informality and confidentiality. Nothing herein shall prevent an individual from presenting his/her grievance.

**Section 3.** Grievances shall be processed as follows:

**Level 1.** The grievance shall be presented orally to the employee's immediate supervisor.

**Level 2.** Within seven (7) school days after oral presentation at Level 1, an unresolved grievance shall be submitted in writing stating the specific contract violation(s) to the Superintendent or his/her designee, who shall meet with the employee and not more than three (3) Association representatives within ten (10) school days after such submission. The Superintendent or his/her designee shall give his written answer within five (5) school days after such meeting.

**Level 3.** Within fifteen (15) school days after the Superintendent's response is due or received whichever is earlier the Association and not an individual employee may submit an unresolved grievance to arbitration. Submission shall be by letter, postage prepaid, with a contemporaneously postmarked copy to the Committee via the Superintendent.

**Section 4.** The arbitrator shall be selected and the arbitration shall be conducted in accordance with the voluntary labor arbitration rules of the American Arbitration Association and the cost shall be equally shared by the parties. Each party shall bear the expense of its own presentations.

**Section 5.** Notwithstanding anything to the contrary, no dispute or controversy shall be a subject for arbitration unless it involves the meaning, interpretation or application of an express provision of this Agreement. The arbitrator shall have no power to alter, add to, subtract from, or modify any provision of this Agreement. The parties agree that no restrictions are intended on the powers of the Committee except those set forth in the language of this Agreement.

**Section 6.** Notwithstanding any contrary provision of this Agreement, no provision of this Agreement shall be deemed to require the Reading School District to hire any particular number or kind of employees or to maintain any level of staffing nor shall any arbitrator have the power to order the hiring of any kind or number of employees as a consequence of any violation of this Agreement. This provision shall not be deemed to restrict any arbitrator from ordering the reinstatement of any employee in any case dealing with the question of good or just cause for dismissal.

**Section 7.** The arbitrator shall be without power to impose a personal financial obligation on any present or future member of the Committee.

**Section 8.** The arbitration award shall be final and binding on the Reading School District, the Association, and on individual employees.

**Section 9.** A grievance shall be deemed waived unless:

- a. Presented at Level 1 or, in the case of a class grievance, at Level 2, within twenty (20) school days after the event or condition leading to the grievance or within twenty (20) school days after knowledge or reason to know thereof, or
- b. Submitted to the next higher step in the grievance procedure within the time limits specified therefore at each level. Such time limits may be extended by mutual agreement in writing.

**Section 10.** In any instance where an employee submits a grievance without Association

representation, the Association shall have the right to be heard and to be present, and the resolution of the grievance shall be consistent with the terms of this Agreement.

**Section 11.** A grievance affecting a group or class of employees or otherwise appropriate for direct submission at Level 2, may be so submitted in the discretion of the Association. In such event the Superintendent or his/her designee may invite the employee's immediate supervisor(s) to be present at the meeting with the individual and the Association representative.

**Section 12.** No reprisals against employees will be taken for filing grievances or for participating in the grievance procedure, nor shall any personnel record be maintained for any such purpose.

**Section 13.** In the event that a grievance cannot be processed outside of normal working hours, such grievance may be processed during regular working hours, provided that there is no interference with the assigned or scheduled duties of the personnel involved.

**Section 14.** Evidence newly discovered between levels will be presented to the person who heard the grievance at the earlier level. Such new evidence shall be presented at the earliest reasonable opportunity whenever possible in an effort to resolve the grievance prior to its being heard at the next level.

**Section 15.** Grievance meetings and hearings shall be closed to the public and press.

**Section 16.** When it is necessary for the grievance and/or representative of the Association to attend an arbitration hearing held during the school day, not more than two (2) such employees per hearing will be released from duty with pay.

## **ARTICLE 21**

### **GENERAL**

**Section 1.** All cost items covered by this Agreement are subject to full appropriation of funds by the Town Meeting.

**Section 2.** 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. In the event that any provision of this Agreement is or shall, at any time, be contrary to law, all other provisions of this Agreement shall continue in effect.

**Section 3.** The Superintendent's Office will give each new employee a copy of the Reading Paraeducators Association contract and explain to them all pertinent information.

**Section 4.** An employee shall be eligible for one hundred percent (100%) tuition reimbursement to a maximum of nine hundred dollars (\$900) per school year; provided there has been satisfactory completion of the course, program or seminar, the activity was pre-approved by the employee's supervisor and the activity is related specifically to the employee's current duties and/or assignments. There shall be an annual cap on total annual expenditures for tuition reimbursement in any single school year of \$20,000. Tuition reimbursement shall be disbursed in the order in which requests are received, subject to approval, until the cap is met.

**Section 5.** New hires and transfers will be told that performance of toileting duties or the providing of medical services may be part of their job at any time in the future. Toileting duties for students over the age of nine shall be performed with at least two appropriate personnel in an appropriate setting.

**Section 6.** If necessary, paraeducators will be given proper training prior to taking on his/her responsibility with respect to the medical services or medical conditions of children under their supervision within a reasonable time of starting the job or being put in a new position. Training will be

given as required by law 603 CMR 46.03. Paraeducators shall not be required to perform any medical duties that only licensed medical personnel can legally perform.

**Section 7.** A paraeducator working with a student who is known to the system as a known health risk (e.g. hepatitis B, etc.) will be informed and be allowed to take precautionary care, as well as having immunization and training available to any on the staff available to them.

**Section 8.** A reasonable effort will be made by the Reading School District to provide an updated job description for each title and a copy of each job description shall be given to the union.

**Section 9.** The superintendent's office will send the new contract to the Reading Paraeducator's Association Leadership electronically.

**Section 10.** In the event of resignation by a paraeducator, the paraeducator will provide written notification of such resignation to the Superintendent fourteen (14) days in advance of the effective date of the resignation. If possible, thirty (30) days notice shall be given.

**Section 11** All Paraeducators are required to participate in professional development trainings and activities outside of their regular work day during the school year excluding school vacations. Paraeducators may be required to participate in professional training and activities during school vacations and summer vacations. Every effort will be made by the Administration to schedule mandated training related to a child's IEP during the school year. Employees will be given at least 14 calendar days' notice of the professional development activity and will be paid for all such hours and will be assigned tasks or participate in professional development activities as assigned by the principal or his or her designee. The meetings will be held at a mutually agreed upon day and time. The meeting will be held before the end of the school year for the next year's professional development training.

A professional development committee made up of up to four Paraeducators and up to three members from the district shall be formed to give input on professional development for the Paraeducators.

**Section 12** A Paraeducator having been reduced from a regular part time employee to an intermittent part time employee who is then placed to a regular part time employee shall immediately have restored to him/her all contract benefits previously accrued with the regular part time employee position. (sick leave, personal leave, vacation leave.)

**Section 13** The Association, President, and Vice President shall meet in early September each year with the Administration to discuss the professional development days affecting the paraeducators work schedule. A plan will be developed for the paraeducators. A schedule of the days and the options for the Paraeducators shall be sent out to each paraeducator and administrator by the end of September each year. Paraeducators must notify administration 30 days before the professional development day of their option.

## **ARTICLE 22**

### **SUBSTITUTING**

In the event the Paraeducator is called upon with prior approval from the principal to substitute for a teacher, nurse, secretary in the building for an assignment that they are not normally assigned to, for at least 75 minutes up to 4 hours in one day, the Paraeducator shall receive his/her normal salary plus \$18.00 per day. In the event

the Paraeducator is called upon to substitute for more than 4 hours in one day the Paraeducator shall receive his/her normal salary plus \$30.00 per day. In no event shall a Paraeducator be called upon to substitute for the nurse, except in urgent circumstances.

### **ARTICLE 23**

#### **DISCIPLINE AND DISCHARGE**

The Reading School District retains the right to discipline or discharge paraeducators who have fulfilled probationary status and have been employed by the Reading School District for three years or fewer for good cause and paraeducators who have been employed by the Reading School District for more than three years for just cause.

### **ARTICLE 24**

#### **NO STRIKES**

**Section 1.** The term “strike”, whenever used in this Agreement, shall be deemed to include any strike, sit-down, slowdown, or any other work stoppage, or concerted refusal to perform normal work duties on the part of any employee covered by this Agreement.

**Section 2.** The Association agrees that it will neither call nor sanction any strike during the term of this agreement.

**Section 3.** It is understood and agreed that in the event of any strike on the part of any employee or employees during the term of this Agreement, the Association shall, upon the occurrence of such strike and upon request of the Committee, notify, in writing, the employees involved that such action by said employees was unauthorized and in violation of the provisions of the Agreement and shall direct said employees to return to work promptly, and, the Association shall take such further steps as may be reasonable under the circumstances to bring about a termination of any such strike. A copy of any written notice required under the provisions of this Section to be sent by the Association to the employees involved in any such strike, shall be given simultaneously by the Association to the Committee.

In any event, the Reading School District may, upon the occurrence of such strike, in violation of the provisions of the is Article, take such disciplinary action or actions, including discharge, with respect to any employee who has participated in such strike, subject to the employee’s rights to review under the contract and applicable laws.

### **ARTICLE 25**

#### **SICK LEAVE BANK**

Sick Leave Bank: The Committee agrees to assist the Association in maintaining a sick leave “bank” to be used only in cases of personal illness.

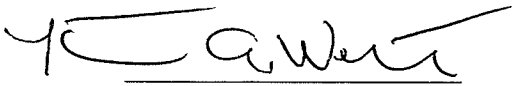
- Section 1.** All members shall subtract and credit to the bank the average number of hours in their workday times two (2), e.g. (6 hour days is  $6 \times 2 = 12$  hours or 5 hour days is  $5 \times 2 = 10$  hours). All members of this unit shall be considered as participants in the bank if they have donated the proper number of hours in June of the school year before their participation. If they have no days to donate, then three (3) hours a month will be taken from their sick leave time as in Article 9, Section 1 until their proper donation is completed.
- Section 2.** The sick leave bank will be administered by a Sick Leave Bank Committee ("SLBC") comprised of two members appointed by the Association and one member appointed by the Superintendent. The SLBC shall set rules and regulations and shall meet to consider requests for use and will notify the Superintendent or his/her designee in writing of the decisions to be considered at least one week prior to the scheduled meeting.
- Section 3.** The SLBC shall determine eligibility for use of the bank and the amount of leave to be granted based on the following criteria:
- a. completion of two (2) years of service, except a lesser amount as the SLBC may otherwise determine for a good cause;
  - b. complete usage of all accumulated or accrued sick leave and personal time;
  - c. physician's statement certifying to the disability, illness, or accident (submitted with the application requesting bank days and any renewal thereof);
  - d. no prior record of sick leave abuse;
  - e. at the end of using forty five (45) days worth of hours (up to 315 hours for 7 hour employees) from the sick leave bank, Association or secretary will apply to the Superintendent for thirty (30) days worth of hours (180 hours for 6 hour employees) as outlined in Article 9, Section 7 of the Association contract. In no case shall an employee be entitled to use more than 75 days in a school year or more than 75 days for any one illness or injury.
- Section 4.** The decision of the SLBC regarding any request shall be final and not subject to appeal (other than one-time optional reconsideration by the SLBC itself at the request of the applicant).
- Section 5.** All sick bank hours in excess of 1140 shall expire at the end of each three (3) year period starting with June 30, 2002. During that three-year period, excess hours may be granted to members or used to lower the hours each employee must put in every year.
- Section 6.** If the bank falls below 300 hours during the year, then the Sick Bank Committee may ask for more hours to be donated.
- Section 7.** When a person has 5 years in the system they will no longer be required to donate days to the Sick Leave Bank unless Section 6 is invoked.

**ARTICLE 26**  
**DURATION OF AGREEMENT**

This Agreement shall be effective July 1, 2018 and shall expire on June 30, 2021.

On or after the first December prior to the expiration date of this Agreement, either party may notify the other of its desire to negotiate a successor agreement, whereupon negotiations shall commence within a reasonable time.

READING PARAEDUCATOR  
ASSOCIATION



\_\_\_\_\_

\_\_\_\_\_

DATE: 10-3-18

READING SCHOOL  
COMMITTEE

  
Chair

DATE: 1/2/18

## APPENDIX A

### HOURLY SALARY SCHEDULE

Regular Education Paraeducators (2.0% increase) 2017-18							Special Education Paraeducators 2017-18							Special Education Program Paraeducators 2017-18						
Step	ND	AS	BA	BL	MA	ML	Step	ND	AS	BA	BL	MA	ML	Step	ND	AS	BA	BL	MA	ML
1	14.10	14.15	14.20	14.26	14.31	14.36	1	15.26	15.32	15.37	15.42	15.47	15.52	1	16.02	16.09	16.14	16.19	16.24	16.29
2	14.28	14.33	14.38	14.43	14.48	14.55	2	15.37	15.42	15.47	15.52	15.59	15.64	2	16.14	16.19	16.24	16.29	16.35	16.40
3	14.38	14.43	14.48	14.55	14.60	14.65	3	15.47	15.52	15.59	15.64	15.69	15.74	3	16.24	16.29	16.35	16.40	16.45	16.50
4	14.48	14.55	14.60	14.65	14.70	14.75	4	15.59	15.64	15.69	15.74	15.79	15.85	4	16.35	16.40	16.45	16.50	16.55	16.62
5	14.65	14.70	14.75	14.81	14.86	14.91	5	15.77	15.83	15.88	15.93	15.98	16.03	5	16.53	16.60	16.65	16.70	16.75	16.80
6	15.05	15.10	15.15	15.20	15.25	15.31	6	16.16	16.21	16.26	16.31	16.37	16.42	6	16.92	16.97	17.02	17.07	17.14	17.19
7	15.53	15.60	15.65	15.70	15.75	15.80	7	16.52	16.58	16.64	16.69	16.74	16.79	7	17.29	17.34	17.40	17.45	17.50	17.55
8	15.77	15.83	15.88	15.93	15.98	16.03	8	16.90	16.95	17.00	17.05	17.11	17.17	8	17.67	17.72	17.77	17.82	17.87	17.93
9	16.15	16.20	16.25	16.30	16.36	16.41	9	17.28	17.33	17.38	17.44	17.49	17.54	9	18.04	18.09	18.15	18.21	18.26	18.31
10	16.53	16.59	16.65	16.70	16.75	16.80	10	17.69	17.74	17.79	17.84	17.89	17.95	10	18.45	18.50	18.55	18.60	18.66	18.72
11	16.92	16.97	17.02	17.07	17.14	17.19	11	18.05	18.11	18.16	18.22	18.27	18.32	11	18.82	18.87	18.92	18.98	19.03	19.08
12	17.29	17.34	17.40	17.45	17.50	17.55	12	18.42	18.48	18.53	18.58	18.64	18.69	12	19.19	19.25	19.30	19.35	19.40	19.45

Regular Education Paraeducators (2.0% increase) 2018-2019							Special Education Paraeducators 2018-2019							Special Education Program Paraeducators 2018-2019						
Step	ND	AS	BA	BL	MA	ML	Step	ND	AS	BA	BL	MA	ML	Step	ND	AS	BA	BL	MA	ML
1	14.38	14.43	14.48	14.54	14.60	14.65	1	15.56	15.63	15.68	15.73	15.78	15.83	1	16.34	16.41	16.46	16.51	16.56	16.62
2	14.57	14.62	14.67	14.72	14.77	14.84	2	15.68	15.73	15.78	15.83	15.90	15.95	2	16.46	16.51	16.56	16.62	16.68	16.73
3	14.67	14.72	14.77	14.84	14.89	14.94	3	15.78	15.83	15.90	15.95	16.00	16.05	3	16.56	16.62	16.68	16.73	16.78	16.83
4	14.77	14.84	14.89	14.94	14.99	15.04	4	15.90	15.95	16.00	16.05	16.11	16.17	4	16.68	16.73	16.78	16.83	16.89	16.95
5	14.94	14.99	15.04	15.11	15.16	15.21	5	16.08	16.15	16.20	16.25	16.30	16.36	5	16.86	16.93	16.98	17.03	17.08	17.14
6	15.35	15.40	15.45	15.50	15.55	15.62	6	16.48	16.53	16.58	16.64	16.70	16.75	6	17.26	17.31	17.36	17.42	17.48	17.53
7	15.85	15.91	15.96	16.01	16.06	16.12	7	16.85	16.91	16.97	17.02	17.07	17.12	7	17.63	17.69	17.75	17.80	17.85	17.91
8	16.08	16.15	16.20	16.25	16.30	16.36	8	17.24	17.29	17.34	17.40	17.45	17.51	8	18.02	18.07	18.12	18.18	18.23	18.29
9	16.47	16.52	16.57	16.63	16.69	16.74	9	17.62	17.68	17.73	17.79	17.84	17.89	9	18.40	18.46	18.51	18.57	18.62	18.68
10	16.86	16.92	16.98	17.03	17.08	17.14	10	18.04	18.09	18.14	18.20	18.25	18.31	10	18.82	18.87	18.92	18.98	19.03	19.09
11	17.26	17.31	17.36	17.42	17.48	17.53	11	18.42	18.47	18.52	18.58	18.63	18.69	11	19.20	19.25	19.30	19.36	19.41	19.47
12	17.63	17.69	17.75	17.80	17.85	17.91	12	18.79	18.85	18.90	18.96	19.01	19.06	12	19.57	19.63	19.68	19.74	19.79	19.84

Regular Education Paraeducators (2.0% increase) 2019-2020							Special Education Paraeducators 2019-2020							Special Education Program Paraeducators 2019-2020						
Step	ND	AS	BA	BL	MA	ML	Step	ND	AS	BA	BL	MA	ML	Step	ND	AS	BA	BL	MA	ML
1	14.67	14.72	14.77	14.84	14.89	14.94	1	15.88	15.94	15.99	16.05	16.10	16.15	1	16.67	16.74	16.79	16.84	16.89	16.95
2	14.86	14.91	14.96	15.02	15.07	15.13	2	15.99	16.05	16.10	16.15	16.22	16.27	2	16.79	16.84	16.89	16.95	17.01	17.06
3	14.96	15.02	15.07	15.13	15.19	15.24	3	16.10	16.15	16.22	16.27	16.32	16.37	3	16.89	16.95	17.01	17.06	17.12	17.17
4	15.07	15.13	15.19	15.24	15.29	15.35	4	16.22	16.27	16.32	16.37	16.43	16.49	4	17.01	17.06	17.12	17.17	17.22	17.29
5	15.24	15.29	15.35	15.41	15.46	15.51	5	16.41	16.47	16.52	16.58	16.63	16.68	5	17.20	17.27	17.32	17.37	17.43	17.48
6	15.65	15.71	15.76	15.81	15.87	15.93	6	16.81	16.86	16.92	16.97	17.03	17.09	6	17.61	17.66	17.71	17.76	17.83	17.88
7	16.16	16.23	16.28	16.33	16.39	16.44	7	17.19	17.24	17.31	17.36	17.41	17.47	7	17.99	18.04	18.10	18.16	18.21	18.26
8	16.41	16.47	16.52	16.58	16.63	16.68	8	17.58	17.64	17.69	17.74	17.80	17.86	8	18.38	18.43	18.49	18.54	18.59	18.66
9	16.80	16.85	16.91	16.96	17.02	17.07	9	17.98	18.03	18.08	18.15	18.20	18.25	9	18.77	18.83	18.88	18.94	19.00	19.05
10	17.20	17.26	17.32	17.37	17.43	17.48	10	18.40	18.45	18.51	18.56	18.61	18.68	10	19.20	19.25	19.30	19.36	19.41	19.47
11	17.61	17.66	17.71	17.76	17.83	17.88	11	18.78	18.84	18.89	18.95	19.01	19.06	11	19.58	19.63	19.69	19.75	19.80	19.86
12	17.99	18.04	18.10	18.16	18.21	18.26	12	19.17	19.23	19.28	19.34	19.39	19.44	12	19.96	20.02	20.08	20.13	20.18	20.24

Regular Education Paraeducators (2.0% increase) 2020-2021							Special Education Paraeducators 2020-2021							Special Education Program Paraeducators 2020-2021						
Step	ND	AS	BA	BL	MA	ML	Step	ND	AS	BA	BL	MA	ML	Step	ND	AS	BA	BL	MA	ML
1	14.96	15.01	15.07	15.13	15.19	15.24	1	16.19	16.26	16.31	16.37	16.42	16.47	1	17.01	17.07	17.12	17.18	17.23	17.29
2	15.15	15.21	15.26	15.32	15.37	15.44	2	16.31	16.37	16.42	16.47	16.54	16.59	2	17.12	17.18	17.23	17.29	17.35	17.41
3	15.26	15.32	15.37	15.44	15.49	15.54	3	16.42	16.47	16.54	16.59	16.65	16.70	3	17.23	17.29	17.35	17.41	17.46	17.51
4	15.37	15.44	15.49	15.54	15.60	15.65	4	16.54	16.59	16.65	16.70	16.76	16.82	4	17.35	17.41	17.46	17.51	17.57	17.63
5	15.54	15.60	15.65	15.72	15.77	15.83	5	16.73	16.80	16.85	16.91	16.96	17.02	5	17.55	17.61	17.67	17.72	17.77	17.83
6	15.97	16.02	16.07	16.13	16.18	16.25	6	17.15	17.20	17.25	17.31	17.37	17.43	6	17.96	18.01	18.07	18.12	18.18	18.24
7	16.49	16.55	16.60	16.66	16.71	16.77	7	17.54	17.59	17.65	17.71	17.76	17.82	7	18.35	18.40	18.47	18.52	18.57	18.63
8	16.73	16.80	16.85	16.91	16.96	17.02	8	17.94	17.99	18.04	18.10	18.15	18.22	8	18.75	18.80	18.86	18.91	18.96	19.03
9	17.13	17.19	17.24	17.30	17.36	17.42	9	18.34	18.39	18.44	18.51	18.56	18.62	9	19.15	19.20	19.26	19.32	19.38	19.43
10	17.55	17.60	17.67	17.72	17.77	17.83	10	18.77	18.82	18.88	18.93	18.99	19.05	10	19.58	19.64	19.69	19.74	19.80	19.86
11	17.96	18.01	18.07	18.12	18.18	18.24	11	19.16	19.21	19.27	19.33	19.39	19.44	11	19.97	20.02	20.08	20.14	20.20	20.25
12	18.35	18.40	18.47	18.52	18.57	18.63	12	19.55	19.61	19.67	19.72	19.78	19.83	12	20.36	20.43	20.48	20.53	20.59	20.64

**APPENDIX B**  
**EVALUATION INSTRUMENT**

**READING PUBLIC SCHOOLS**  
**Paraeducator**  
**(Regular and Special Education, Tutors, Tutor Assistants)**  
**Evaluation Summary**

Name: \_\_\_\_\_ School: \_\_\_\_\_ Position: \_\_\_\_\_  
Date: \_\_\_\_\_

**Rating Key:** E = Exceeding the Standard M = Meets the Standard P = Progressing Toward the Standard  
D = Does Not Meet Standard N/A = Not Applicable for position

**I. Commitment to Total Program**

**E      M      P      D**

N/A

a. Keeps student information confidential.					
b. Displays interest and enthusiasm.					
c. Displays evidence of professional growth and development as required for position.					
d. Is punctual.					
e. Attends regularly.					
f. Willing to put in essential time and effort.					
g. Willingly accepts and carries out assignments.					
h. Performs routine tasks efficiently.					
i. Maintains physical order of the work space.					
j. Keeps accurate records as pertains to position.					
k. Performs clerical duties related to school/position.					
l. Willingness to learn new skills.					

**Comments:**

**II. Responsiveness to Pupil's Program**

**E      M      P      D**

N/A

a. Interacts positively with students.					
b. Aware of child development issues.					
c. Displays concern for student's health and safety.					
d. Accepts individual differences in students.					
e. Displays resourcefulness in helping to provide an enriching experience for students.					
f. Encourages students to communicate in many ways.					

g. Demonstrates knowledge of curriculum to assist students and teachers.					
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**Comments:**

<b>III. Interpersonal Relationships</b>	<b>E</b>	<b>M</b>	<b>P</b>	<b>D</b>	<b>N/A</b>
a. Consistently maintains routines & standards of work place.					
b. Performs delegated duties with level of expertise.					
c. Able to work with small instructional groups.					
d. Completes work in scheduled time.					
e. Demonstrates initiative and resourcefulness.					
f. Demonstrates flexibility in response to student and program needs.					
g. Relates well with students and staff within the context of the position.					

**Comments:**

<b>Staff Relationships</b>	<b>E</b>	<b>M</b>	<b>P</b>	<b>D</b>	<b>N/A</b>
a. Accepts guidance, direction, and suggestions.					
b. Cooperative team member.					
c. Communicates regularly with supervisors.					

**Comments:**

\_\_\_\_\_  
Employee signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Principal/Supervisor signature

\_\_\_\_\_  
Date

The employee’s signature on this form indicates that s/he has seen all comments on this form. The employee’s signature does not necessarily indicate agreement with the evaluation report.

