

**AGREEMENT**

**BETWEEN**

**READING SCHOOL COMMITTEE**

**AND**

**READING PARAEDUCATORS ASSOCIATION**

**Effective: July 1, 2024**

**Expiring: June 30, 2027**

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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 for all paraeducators and tutors in regular day programs and special education programs, hereinafter referred to as "employees", but excluding all other employees of the Committee.

## 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 their 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 their 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**

- 1-01 It is understood that for the duration of the Agreement employees shall continue to serve under the direction of the Superintendent or their designee and in accordance with Committee policies, and administrative rules, regulations and the provisions of this Agreement.
- 1-02 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.
- 1-03 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.
- 1-04 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.
- 1-05 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.

**Association Rights**

- 1-06 The Association is entitled to meet with recently hired employees within 10 calendar days from their start date, for a duration of 30 minutes. This meeting will not result in any cost to the employee in terms of pay or leave time. The meeting can take place during the new member orientation prior to the start of the school year, or on a faculty meeting day if the member is hired after the start of the school year.
- 1-07 All new employees will be given a copy of the contract when hired and the district will send the name, biweekly hours, position, school, and start date of the new employee to the Association President and Treasurer in writing within ten (10) working days. Email communication of this information is acceptable.

**ARTICLE 2**  
**Entire Agreement**

- 2-01 This Agreement constitutes the entire agreement between the parties and concludes collective bargaining for its term.
- 2-02 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.
- 2-03 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.

- 2-04 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**

- 3-01 Full-time employee: An employee who is regularly scheduled to work thirty (30) or more hours per week during the school day.
- 3-02 Part-time employee: An employee who is regularly scheduled to work twenty (20) hours per week, but less than thirty (30) per week, during school hours.
- 3-03 Intermittent part-time employee: An employee who is regularly scheduled to work fewer than twenty (20) hours per week during the school day.
- 3-04 Permanent employee: An employee who has successfully completed the probationary period.
- 3-05 Seniority: The length of continuous service as a full-time or part-time paraeducator with the Reading School Department.
- 3-06 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.
- 3-07 School Vacation Employees: Employees covered by this contract who work vacations or summers.

### **ARTICLE 4**

#### **Non-Discrimination**

- 4-01 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**

#### **Dues Deduction**

- 5-01 The School Department will deduct dues for employees whose names are submitted to the Office of the Superintendent at the following times:
- A. For employees hired after the beginning of the school year, upon submission of the names at any time during the school year.
  - B. All employees covered by this contract who have submitted authorization will have the regular amount of dues deducted from their salary biweekly.
  - C. 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**

- 6-01 There shall be a one hundred and eighty school day probationary period for all paraeducators. The probationary period shall be extended for one (1) workday for each workday 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.

- 6-02 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) years' experience.
- 6-03 Prior to the end of the one hundred and eighty school 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.
- 6-04 A probationary employee may be discharged at any time during the probationary period, without just 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.
- 6-05 A probationary employee shall be paid according to the salary schedule and after forty (40) workdays shall be entitled to fringe benefits provided in Article 10 and 11.
- 6-06 A new employee will be given appropriate training within the first twenty (20) school days.
- 6-07 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.
- 6-08 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**

- 7-01 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 by the Superintendent and the Association. If a paraeducator chooses not to participate in one or more of the four professional days, they can use unallocated vacation time, personal time, or leave without pay.
- 7-02 The workday for all paraeducators will begin at their assigned hour and end at the time established in their assigned school. Paraeducators may be excused earlier than a scheduled release time at the discretion of the principal or immediate supervisor, and there will be no loss of pay or accrued time.
- 7-03 The Human Resources Department shall make an effort to notify each paraeducator by May 15th 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.
- 7-04 Employees who will be absent shall log their absence online or call the substitute management system at or before the appropriate time.
- 7-05 Whenever possible, a substitute paraeducator shall be called to replace an absent employee.
- 7-06 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.

- 7-07 Paraeducators shall be paid biweekly 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.
- 7-08 When there is a delayed opening, or early dismissal for some unforeseen reason, and staff are also being dismissed or delayed, the paraeducators shall receive their regular scheduled hours pay for that day. When there is a delayed opening or early dismissal for some unforeseen reason for students only, the paraeducators may use accrued time to make up the difference.
- 7-09 A paraeducator entering the bargaining unit will be placed on the hourly pay schedule commensurate with experience based on the Superintendent's or their designee's assessment. The Superintendent or their designee may place up to Step 4 on the relevant pay table without additional notification to the Association. If it is determined that placement beyond step 4 is appropriate, the Superintendent or their designee is required to provide the Association President with a written explanation within five (5) school days of the accepted offer. This explanation should outline the specific experience, background, and qualifications of the new hire that warranted such placement. Any placement above Step 4 is solely at the discretion of the Superintendent or their designee and is not subject to the grievance and/or arbitration procedure.
- 7-10 Elementary paraeducators will have consult/PD time on Friday half days with liaisons as deemed appropriate by the Superintendent or their designee, who will provide 10 days advanced notice.

## **ARTICLE 8**

### **Vacancies**

- 8-01 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.
- 8-02 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**

### **Paid Absences Due to Medical Care and Emergencies**

- 9-01 Paraeducators will be entitled to receive their total annual sick leave accrual of fifteen (15) days at the beginning of the school year. An employee shall receive sick leave for the same number of hours that the employee was absent. Unused sick leave may accumulate from year-to-year up to a maximum of 185 days. Absences qualifying under this provision include those used for personal illness or medical appointments that cannot be scheduled outside of working hours, and or to provide necessary care for immediate family members in case of illness or medical need. With the approval of the Superintendent, up to fifteen (15) days of such leave may be used each year for the illness of a significant individual residing outside of their household.
- 9-02 If a paraeducator voluntarily or involuntarily terminates employment before the end of the fiscal year and has utilized more sick leave than both their current accrued sick leave balance and the monthly accrual rate would have provided, the employee agrees to reimburse the District the difference in the final paycheck. The difference in accrued and utilized sick leave will be calculated based on the monthly accrual rate multiplied by the number of months remaining in the fiscal year at the time of departure. Employees will be notified of their accrued and utilized sick leave balance, and the potential repayment

obligation within the final paycheck. The outstanding sick leave repayment will be deducted from the employee's final paycheck in a manner consistent with applicable laws and regulations.

- 9-03 A complete and accurate record shall be maintained of each paraeducator setting forth the dates used from sick leave and the number of sick days remaining. Such record shall be available for inspection by each member of the bargaining unit upon reasonable request. The total number of accumulated, unused sick leave days will be reported to each paraeducator annually by October 1.
- 9-04 A paraeducator calling their supervisor to report in sick shall be expected to estimate their anticipated return date but will not be required to give specific details of their illness. Any paraeducator who has been absent because of illness for ten (10) consecutive school days shall return to their duties only with the approval of the Superintendent or their designee, and after presentation of a certificate from their attending physician indicating satisfactory recovery and ability to perform their duties. A paraeducator who has been absent five (5) consecutive school days may be requested to provide a doctor's certificate before a paraeducator may return to work.
- 9-05 Any paraeducator who has been absent to care for a member of their household, an immediate family member, or a significant individual residing outside of their household for greater than five (5) consecutive days may be requested to provide certification from an attending physician documenting the necessity of the care by the paraeducator before a paraeducator may return to work.
- 9-06 The Committee agrees to comply with the Family and Medical Leave Act which is incorporated by reference. Leave time granted under this Agreement will be credited against Committee's statutory obligation.
- 9-07 When absence is compensable under worker's compensation insurance, the employee may use their accumulated sick leave to make up the difference between worker's compensation benefits and their regular base rate salary, until such sick leave is exhausted.
- 9-08 Sick leave benefits shall be voided upon date of resignation and no payments shall be made for unused days of sick leave.
- 9-09 Employees whose services are terminated for any reason shall not be entitled to compensation in lieu of sick leave not taken.
- 9-10 **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.
- A. All paraeducators shall be considered as participants in the bank and one day of the annual sick leave of the participants shall be subtracted and credited to the bank account; provided, however, by October 1 of each year the Association will notify the Superintendent's Office of the names of paraeducators who have signified their desire not to participate by written notice to the Association.
  - B. The sick leave bank will be administered by a Sick Leave Bank Committee ("SLBC") to be comprised of two persons appointed by the Association and one person appointed by the Superintendent. The SLBC shall meet to consider request for the use and will notify the Superintendent in writing of the decisions to be considered at least one week prior to the scheduled meeting.
  - C. The SLBC shall determine eligibility for use of the bank and the amount of leave to be granted based on the following criteria:
    - 1. Completion of one year of service, except a lesser amount as the SLBC may otherwise determine for good cause;
    - 2. Complete usage of all accumulated of accrued sick leave;
    - 3. Physician's statement certifying to the disability, illness or accident (submitted with the application requesting bank days and any renewal thereof);

4. No prior record of sick leave abuse.
5. Requests for additional time from the sick leave bank must be made 2 weeks prior to the exhaustion of sick leave time unless the need for the leave is unforeseen.

In administering the bank, the SLBC shall not countenance undue delay in processing retirement or other termination of employment on account of disability or illness.

- D. All decisions shall be made by a majority vote and shall be final and binding on all parties and the decision made in good faith, shall not be subject to appeal or arbitration. Employees shall begin to receive benefits, effective upon approval. This is not retroactive, except when the notification was waived for extenuating circumstances.
- E. The initial grant by the SLBC to an eligible employee shall not exceed thirty (30) days. Upon completion of the thirty (30) day period, additional entitlement may be extended by the SLBC upon demonstration of need by the applicant, not to exceed 120 days for the same illness or accident. Grants awarded from the SLBC may not exceed 120 days in one academic year.
- F. All sick bank days in excess of 250, not used at the end of the school year, shall expire.

## **ARTICLE 10**

### **Temporary Leaves With Pay**

10-01 **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 the regular school day or for unexpected emergency situations (by way of example and not limitation: last minute canceled flights, or childcare needs arising from the member's home district canceling school when RPS is in session). The parties agree that such leave must be taken for important personal or business reasons and not as vacation or recreation. Paraeducators requesting personal leave shall execute the appropriate forms.
- B. Each full-time or regular part-time employee may be granted not more than two (2) personal days with pay per school year. Such days shall be granted by the employee's immediate supervisor without a reason being stated upon at least forty-eight (48) hours written notice unless an emergency precludes such notice being given, in which case the written notice justifying such leave shall be presented to the immediate supervisor as soon as possible. Employees may use personal days in half day increments.
- C. In the event the Superintendent of Schools or their 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 their 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.
- D. Up to two (2) unused personal days may be carried over to the next year up to a total of four (4) personal days.
- E. Any employee hired after December 30th shall be entitled to only one (1) personal day for that school year.

10-02 **Religious Leave:** Paraeducators can convert up to two (2) accrued sick days for the purpose of religious observances. Written request using a predetermined form shall be granted for the purpose of religious holidays. A religious holiday shall be defined as any day wherein absence from work is mandated to properly comply with the tenets of one's religion. Written requests shall be made one week prior to the holiday to the Human Resources Director. Days received from the sick leave bank are ineligible for conversion.

- 10-03 **Bereavement Leave:** Five (5) days leave with pay will be granted to an employee upon the death of the employee's spouse, father, mother, son, daughter, and grandchild (including step, foster, and in-laws). Three (3) days leave with pay will be granted to an employee upon the death of the employee's brother, sister, or grandparent (including step, foster, and in-laws). 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 or uncle. In the case of the death of a significant friend not living in the employee's household, the employee shall be granted one day's leave with pay to attend the funeral; if such employee is responsible for arranging the funeral and attending to personal matters as a result of such death, the employee shall be granted up to two (2) additional days' leave with pay. Extra time may be granted for personal leave at the discretion of the Superintendent.
- 10-04 **Legal Proceedings:** Time necessary for appearance in any legal proceeding connected with the paraeducator's employment or with the school system will be allowed if the paraeducator is legally required to attend. This includes time spent while serving on a jury.
- 10-05 **Other Leaves Under This Article:** Temporary leaves of absence with pay for reasons other than those listed above may be granted for good reason by the Superintendent.
- 10-06 **Domestic Violence Leave:** Up to five (5) days of paid and ten days (10) unpaid for a total of fifteen (15) days domestic violence leave will be granted to employees in accordance with M.G.L. c. 149, s. 52E.

## **ARTICLE 11**

### **Parental and Adoption Leave**

- 11-01 A paraeducator who has been employed for not less than three (3) continuous months by the Reading School District shall, upon request, be granted a parental leave of absence following the birth of a newborn child, the adoption or placement of a child under the age of 18, or the adoption or placement of a child under the age of 23, if the child is mentally or physically disabled, of no more than eight (8) calendar weeks duration. Such leave shall be unpaid except to the extent of actual disability, supported by a doctor's certificate, which shall be treated as paid sick leave subject to the conditions set forth in Article XI. Non-birthing parents may use up to 20 sick/personal days.
- 11-02 An application for leave must be made at least fourteen (14) calendar days prior to the anticipated date of departure and must include a statement of the paraeducator's intention to return and the approximate date on which the paraeducator expects to return. This notice provision may be waived by the Superintendent in the event of extenuating circumstances.
- 11-03 A paraeducator granted a parental leave of absence under this policy shall, upon return to service after said leave, be restored to their previous, or a similar position with the same status, pay, length of service credit, and seniority as the paraeducator had on the date of commencement of the leave of absence. If other employees of equal length of service and status, serving in the same or similar position, have been terminated from service because of changes in the operation of the school system affecting employment of paraeducator of the same type, during the period of such parental leave of absence shall not be entitled to be restored to their teaching position.
- 11-04 Any parental leave granted under this section shall not affect the paraeducator's right to receive vacation time, sick leave, advancement, seniority, length of service credit, employee benefits, plans or programs, or rights of their employment for which they were eligible on the date of commencement of parental leave.
- 11-05 A paraeducator during parental leave may, for the period not covered by sick leave, at their own expense, maintain their status in the Reading Hospitalization and Insurance Benefit Programs by making payments of the usual and customary premiums.

- 11-06 Qualifying events for this leave are: (1) the birth of a child; (2) the adoption of a child under the age of 18; (3) adoption of a child under the age of 23, if the child is mentally or physically disabled; and (4) placement of a child with the employee per court order.
- 11-07 Paraeducator' benefits shall be the greater set forth herein or as required by the Family and Medical Leave Act of 1993.
- 11-08 The Committee agrees to comply with the Massachusetts Parental Leave Act and the Federal Family and Medical Leave Act which is incorporated by reference. Leave time granted under this Agreement will be credited against the Committee's statutory obligation.

**ARTICLE 12**  
**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.

- 12-01 **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:
  - A. **Parental Leave:** The birth of a child and the care of the newborn child;
  - B. **Adoptive Leave:** The placement with the employee of a child for adoption or foster care;
  - C. **Family Medical Leave:** To care for the employee's spouse, child, or parent with a serious health condition;
  - D. **Personal Medical Leave:** Because of a serious health condition that makes the employee unable to perform the essential functions of their job.
  - E. **Eligibility** - 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.
  - F. **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.
  - G. **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 their 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.
  - H. **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, they will receive all vacation time, sick leave, seniority, and other benefits for which they were eligible prior to the start of the leave, unless the paid time is exhausted during the leave.
  - I. **Guarantee of Job** - The employee will be able to return to their 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.

J. **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 both spouses work for the Reading School District and are eligible for leave;
4. A child 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 child 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 their own leave because of a serious health condition and not for that of a spouse, child, or parent except that which is allowed for family illness in section F 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 their 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.

12-02 **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 child 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 child 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 employees 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. 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.

12-03 **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 their 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 their leave of absence shall be restored to them. Benefits and seniority will not continue to accrue during the leave of absence.

12-04 **Notice of Return:** Any employee on long-term leave must notify the Superintendent no later than March 1st of the preceding year of their return if they intend on returning from leave. Failure to notify by March 1st will result in a voluntary resignation from the position.

## **ARTICLE 13**

### **Holidays**

13-01 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  
Martin Luther King Day  
President's Day  
Memorial Day  
Juneteenth (if holiday falls during the school year)  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

13-02 The day before Thanksgiving will be designated as an early release day following the District calendar. Paraeducators will receive their regular pay based on the hours they would typically work on the day before Thanksgiving if it were not an early release day.

13-03 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 falls on a Sunday, the following Monday will be the celebrated holiday.

13-04 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.

## **ARTICLE 14**

### **Vacation**

14-01 All full time and regular part-time employees shall receive compensation for the following vacation days:

- A. Nine (9) days vacation with pay after thirty (30) weeks of continuous service during the first twelve (12) months.
- B. Thirteen (13) days vacation with pay after four (4) years of continuous service.
- C. Seventeen (17) days vacation with pay after eight (8) years of continuous service.

14-02 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. In years that these days exceed the regular school vacation days the paraeducator will be paid out for these additional days at the end of the year.

14-03 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 time worked.

14-04 It is agreed that for the purpose of vacation pay that any new employee hired after November 30<sup>th</sup> will not be eligible for vacation pay for that school year.

**ARTICLE 15**  
**Retirement/Health Insurance Benefits**

- 15-01 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**

- 16-01 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.
- 16-02 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.
- 16-03 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 biannually. 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.
- 16-04 An employee upon reasonable request has the right to review and make copies of their individual personnel file, said file to be maintained in the Central office personnel files.
- 16-05 No material derogatory to an employee's conduct, service, character or personality shall be placed in their 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.
- 16-06 **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:
1. 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.
  2. The Educator may request that a representative of the Reading Paraeducators Association attend the meeting(s).
  3. If the Educator consents, the Association will be informed that an Educator has been placed on an Improvement Plan.
- F. The Improvement Plan shall:
1. Define the improvement goals directly related to the standard(s) that must be improved;
  2. Describe the activities and work products the paraeducator must complete as a means of improving performance;
  3. Describe the assistance that the district will make available to the paraeducator;
  4. Articulate the measurable outcomes that will be accepted as evidence of improvement;
  5. Detail the timeline for completion of each component of the Plan;
  6. Identify the individuals assigned to assist the paraeducator which must include minimally the Evaluator; and,
  7. 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.
1. 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 their 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 one (1) school year, depending on the rating they receive. If the paraeducator has not improved enough to be taken off of the improvement plan after one (1) school year, the evaluator shall recommend to the Superintendent that the paraeducator be dismissed.
- I. Any para placed on an Employee Improvement Plan (PIP) will be fully evaluated as written. If any circumstances arise that cause the PIP to be interrupted, the PIP will be extended for the amount of time the PIP was disrupted (including but not limited to school closure, extended illness, etc.)

## **ARTICLE 17**

### **Reductions in Staff**

- 17-01 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.
- 17-02 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 Education Paraeducator, Regular Education Tutor, and Special Education 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.
  - 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 their present classification due to a staff reduction in that classification, a paraeducator will have cumulative seniority rights in another classification provided they have 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.
- 17-03 The Superintendent of Schools or their 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.
- 17-04 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 their 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 they

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 their discretion.

- 17-05 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.
- 17-06 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.
- 17-07 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.
- 17-08 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.
- 17-09 The Superintendent or their 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 their designee has the final responsibility and authority to make reassignments.
- 17-10 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 their 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.
- 17-11 If members of the Paraeducators Association are reduced in force, the School Committee and Administration will not consciously recruit volunteers or substitutes 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. Substitutes will continue to be used as intended to temporarily fill day-to-day openings due to vacancies and absences, thereby maintaining the smooth functioning of educational activities and support services.

## **ARTICLE 18**

### **Staffing**

- 18-01 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.
- 18-02 Any reduction in staff hours for current employees will be approved by the Superintendent.

## ARTICLE 19

### Transfer

19-01 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:

#### A. Request for Transfer

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

#### B. Involuntary Transfers

1. When an involuntary transfer is necessary, the Superintendent or Principal will take into account a paraeducator's unique competencies and abilities, prior training and experience, and other factors. If all such factors are roughly equal, the paraeducator with the least seniority (measured by length of service in the specific school building) will be selected for transfer. This transfer will not result in a pay reduction for the remainder of the current school year or until the Superintendent or their designee can relocate the paraeducator to a position comparable to the one from which they were involuntarily transferred, whichever occurs first. Should no comparable position be available for the start of the following school year, the paraeducator would be paid at the higher pay for up to one full school year. The District will offer open positions in the higher pay scale to those that have been involuntarily transferred to a lesser pay before posting. If the District offers an involuntarily transferred paraeducator a comparable position and they refuse, the above provisions will not apply. Transfers shall not be subject to the grievance and arbitration procedure.
2. Before the Superintendent or their designee initiates the transfer of a paraeducator to a position comparable to the one from which they were involuntarily transferred, the paraeducator will have the option to decide whether to remain in the position to which they were involuntarily transferred, receiving the appropriate pay for that position (which may result in a reduction in pay). Alternatively, the paraeducator may opt to be transferred into a comparable position to continue receiving a pay rate similar to the one from which they were involuntarily transferred. Transfers shall not be subject to the arbitration procedure.
3. Notice of involuntary transfers will be given to the Association.
4. Notice of intent to transfer shall be given to paraeducators in writing. Before a paraeducator is transferred involuntarily, they will be given a written statement setting forth in detail the reason for their transfer. Any involuntary transfer shall be made only after a meeting between the paraeducator involved and the Superintendent or their designee, provided such meeting is requested prior to the date when such transfer is scheduled. The paraeducator may, at their option, have an Association representative present at the meeting.

**ARTICLE 20**  
**Grievance Procedure**

- 20-01 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.
- 20-02 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 their grievance.
- 20-03 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 I, an unresolved grievance shall be submitted in writing stating the specific contract violation(s) to the Superintendent or their 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 their designee shall give their 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.
- 20-04 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.
- 20-05 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.
- 20-06 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.
- 20-07 The arbitrator shall be without power to impose a personal financial obligation on any present or future member of the Committee.
- 20-08 The arbitration award shall be final and binding on the Reading School District, the Association, and on individual employees.
- 20-09 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.
- 20-10 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.
- 20-11 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 their designee may invite the employee's immediate supervisor(s) to be present at the meeting with the individual and the Association representative.

- 20-12 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.
- 20-13 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.
- 20-14 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.
- 20-15 Grievance meetings and hearings shall be closed to the public and press.
- 20-16 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**

- 21-01 All cost items covered by this Agreement are subject to full appropriation of funds by the Town Meeting.
- 21-02 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.
- 21-03 The Superintendent's Office will give each new employee a copy of the Reading Paraeducators Association contract and explain to them all pertinent information.
- 21-04 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.
- 21-05 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.
- 21-06 Paraeducators will be given proper training prior to taking on their 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.
- 21-07 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.
- 21-08 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.
- 21-09 The Superintendent's office will send the new contract to the Reading Paraeducator's Association Leadership electronically.
- 21-10 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.
- 21-11 All Paraeducators may be required to participate in professional development trainings and activities outside of their regular workday 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 their designee. The meetings will be held on 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.

- 21-12 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.)
- 21-13 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 15 days before the professional development day of their option.

## **ARTICLE 22**

### **Substituting**

- 22-01 In the event the Paraeducator is called upon with prior approval from the principal to substitute for a teacher, secretary in the building, or for an assignment that they are not normally assigned to during the regular school day, the Paraeducator shall receive their regular salary plus additional compensation as follows:
- For consecutive 45-minute intervals up to one hour: \$15 per day
  - For cumulative intervals totaling exceeding one hour up to three hours: \$30 per day
  - For cumulative intervals exceeding three hours: \$50 per day
- 22-02 In the event the Paraeducator is called upon with prior approval from the principal to substitute for a teacher, secretary in the building, or for an assignment that they are not normally assigned to during a half school day, the Paraeducator shall receive their regular salary plus additional compensation as follows:
- For consecutive 30-minute intervals up to one hour: \$15 per day
  - For cumulative intervals totaling exceeding one hour up to three hours: \$30 per day
  - For cumulative intervals exceeding three hours: \$50 per day
- 22-03 The parties agree to revisit the provisions regarding "consecutive 45-minute intervals up to one hour" and "consecutive 30-minute intervals up to one hour" within the compensation structure during the 2025-2026 school year, with the intention of considering an increase to \$20 per hour.
- 22-04 A part-time paraeducator covering for another paraeducator outside of their regular schedule will receive compensation based on the applicable pay table for the additional hours worked, rather than substitute pay.

## **ARTICLE 23**

### **Discipline and Discharge**

- 23-01 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**


- 24-01 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.
- 24-02 The Association agrees that it will neither call nor sanction any strike during the term of this agreement.
- 24-03 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**  
**Duration of Agreement**

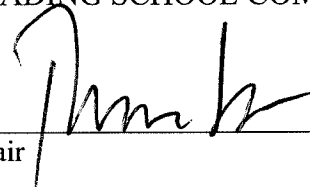
- 25-01 This Agreement shall be effective July 1, 2024, and shall expire on June 30, 2027.
- 25-02 On or after the first December prior to the expiration date of this Agreement, either party may notify the other of its desire to negotiate a successor agreement, whereupon negotiations shall commence within a reasonable time.

READING PARAEDUCATOR  
ASSOCIATION

  
\_\_\_\_\_

Date: 5/31/24.

READING SCHOOL COMMITTEE

  
\_\_\_\_\_

Chair

Date: 6/6/24

## APPENDIX A

### Hourly Wage Schedule

At the conclusion of the 2023-2024 school year, bargaining unit members currently on steps 1, 2, or 3 will advance to step 4 on the appropriate 2024-2025 hourly wage table. All other members will progress to the next step, except for those on step 13, which will remain unchanged as it represents the top step. Additionally, all Special Education Paraeducators, Special Education Program Educators, and Tutors will be recognized within the Special Education & Regular Education Tutors table beginning with the 2024-2025 school year. In subsequent years, members of the bargaining unit will advance to the next available step as per the current practice.

Regular Education 2024-2025						
Step	ND	AS	BA	BL	MA	ML
1						
2						
3						
4	\$20.89	\$21.20	\$21.84	\$22.17	\$22.49	\$22.83
5	\$21.26	\$21.57	\$22.22	\$22.55	\$22.89	\$23.23
6	\$21.63	\$21.95	\$22.61	\$22.95	\$23.29	\$23.64
7	\$22.01	\$22.34	\$23.01	\$23.35	\$23.70	\$24.05
8	\$22.39	\$22.73	\$23.41	\$23.76	\$24.11	\$24.47
9	\$22.78	\$23.12	\$23.82	\$24.18	\$24.53	\$24.90
10	\$23.18	\$23.53	\$24.24	\$24.60	\$24.96	\$25.34
11	\$23.59	\$23.94	\$24.66	\$25.03	\$25.40	\$25.78
12	\$24.00	\$24.36	\$25.09	\$25.47	\$25.84	\$26.23
13	\$24.42	\$24.79	\$25.53	\$25.91	\$26.30	\$26.69

Special Education & Regular Education Tutors 2024-2025						
Step	ND	AS	BA	BL	MA	ML
1						
2						
3						
4	\$21.46	\$21.79	\$22.44	\$22.78	\$23.11	\$23.46
5	\$21.84	\$22.17	\$22.83	\$23.18	\$23.52	\$23.87
6	\$22.22	\$22.56	\$23.23	\$23.58	\$23.93	\$24.29
7	\$22.61	\$22.95	\$23.64	\$23.99	\$24.35	\$24.71
8	\$23.01	\$23.35	\$24.05	\$24.41	\$24.77	\$25.15
9	\$23.41	\$23.76	\$24.47	\$24.84	\$25.21	\$25.59
10	\$23.82	\$24.18	\$24.90	\$25.28	\$25.65	\$26.03
11	\$24.24	\$24.60	\$25.34	\$25.72	\$26.10	\$26.49
12	\$24.66	\$25.03	\$25.78	\$26.17	\$26.55	\$26.95
13	\$25.09	\$25.47	\$26.23	\$26.63	\$27.02	\$27.42

Regular Education 2025-2026 (8.5%)						
Step	ND	AS	BA	BL	MA	ML
1						
2						
3						
4	\$22.67	\$23.00	\$23.70	\$24.05	\$24.40	\$24.77
5	\$23.07	\$23.40	\$24.11	\$24.47	\$24.84	\$25.20
6	\$23.47	\$23.82	\$24.53	\$24.90	\$25.27	\$25.65
7	\$23.88	\$24.24	\$24.97	\$25.33	\$25.71	\$26.09
8	\$24.29	\$24.66	\$25.40	\$25.78	\$26.16	\$26.55
9	\$24.72	\$25.09	\$25.84	\$26.24	\$26.62	\$27.02
10	\$25.15	\$25.53	\$26.30	\$26.69	\$27.08	\$27.49
11	\$25.60	\$25.97	\$26.76	\$27.16	\$27.56	\$27.97
12	\$26.04	\$26.43	\$27.22	\$27.63	\$28.04	\$28.46
13	\$26.50	\$26.90	\$27.70	\$28.11	\$28.54	\$28.96

Special Education & Regular Education Tutors 2025-2026 (8.5%)						
Step	ND	AS	BA	BL	MA	ML
1						
2						
3						
4	\$23.28	\$23.64	\$24.35	\$24.72	\$25.07	\$25.45
5	\$23.70	\$24.05	\$24.77	\$25.15	\$25.52	\$25.90
6	\$24.11	\$24.48	\$25.20	\$25.58	\$25.96	\$26.35
7	\$24.53	\$24.90	\$25.65	\$26.03	\$26.42	\$26.81
8	\$24.97	\$25.33	\$26.09	\$26.48	\$26.88	\$27.29
9	\$25.40	\$25.78	\$26.55	\$26.95	\$27.35	\$27.77
10	\$25.84	\$26.24	\$27.02	\$27.43	\$27.83	\$28.24
11	\$26.30	\$26.69	\$27.49	\$27.91	\$28.32	\$28.74
12	\$26.76	\$27.16	\$27.97	\$28.39	\$28.81	\$29.24
13	\$27.22	\$27.63	\$28.46	\$28.89	\$29.32	\$29.75

Regular Education 2026-2027 (9%)						
Step	ND	AS	BA	BL	MA	ML
1						
2						
3						
4	\$24.71	\$25.07	\$25.83	\$26.22	\$26.60	\$27.00
5	\$25.14	\$25.51	\$26.28	\$26.67	\$27.07	\$27.47
6	\$25.58	\$25.96	\$26.74	\$27.14	\$27.54	\$27.96
7	\$26.03	\$26.42	\$27.21	\$27.61	\$28.03	\$28.44
8	\$26.48	\$26.88	\$27.69	\$28.10	\$28.51	\$28.94
9	\$26.94	\$27.34	\$28.17	\$28.60	\$29.01	\$29.45
10	\$27.41	\$27.83	\$28.67	\$29.09	\$29.52	\$29.97
11	\$27.90	\$28.31	\$29.16	\$29.60	\$30.04	\$30.49
12	\$28.38	\$28.81	\$29.67	\$30.12	\$30.56	\$31.02
13	\$28.88	\$29.32	\$30.19	\$30.64	\$31.10	\$31.56

Special Education & Regular Education Tutors 2026-2027 (9%)						
Step	ND	AS	BA	BL	MA	ML
1						
2						
3						
4	\$25.38	\$25.77	\$26.54	\$26.94	\$27.33	\$27.74
5	\$25.83	\$26.22	\$27.00	\$27.41	\$27.82	\$28.23
6	\$26.28	\$26.68	\$27.47	\$27.89	\$28.30	\$28.73
7	\$26.74	\$27.14	\$27.96	\$28.37	\$28.80	\$29.22
8	\$27.21	\$27.61	\$28.44	\$28.87	\$29.29	\$29.74
9	\$27.69	\$28.10	\$28.94	\$29.38	\$29.81	\$30.26
10	\$28.17	\$28.60	\$29.45	\$29.90	\$30.33	\$30.78
11	\$28.67	\$29.09	\$29.97	\$30.42	\$30.87	\$31.33
12	\$29.16	\$29.60	\$30.49	\$30.95	\$31.40	\$31.87
13	\$29.67	\$30.12	\$31.02	\$31.49	\$31.96	\$32.43

## **APPENDIX B**

### **Stipends**

Paraeducators may be eligible for an annual stipend based on their assigned responsibilities and assignment expectations. These responsibilities include tasks such as toileting, implementing discrete trials, safety care training, and data collection. The Superintendent or their designee will determine eligibility for the stipend(s) outlined below in alignment with student needs.

#### **July 1, 2024 through June 30, 2025:**

1. Safety Care De-Escalation (\$200); or Safety Care with Restraint Certified (\$400)
2. Wilson Trained (\$200); or Wilson certified (\$400)
3. Orton-Gillingham trained (\$200); or Orton-Gillingham certified (\$400)
4. Toileting

#### **Beginning July 1, 2025:**

1. Safety Care De-Escalation (\$250); or Safety Care with Restraint Certified (\$500)
2. Wilson Trained (\$250); or Wilson certified (\$500)
3. Orton-Gillingham trained (\$250); or Orton-Gillingham certified (\$500)
4. Toileting

Toileting is defined as the following:

Reading Public Schools is committed to offering inclusive programs tailored to the diverse individual needs of special needs students. In specific instances, paraeducators may be called upon to support students with personal care, such as toileting. Upon qualification for this stipend, paraeducators will receive an annual stipend of \$200 for preschool or \$400 for all other grades in the 2024-2025 school year. In subsequent school years, paraeducators will receive \$250 for preschool or \$500 for all other grades as it relates to toileting.

These students may include:

- Students with medical or disability-related needs
- Other identified individual students fully included but requiring 1:1 support

Regular assistance may be required for:

- Diaper changing
- Toilet Training
- Bathroom assistance with dressing
- Bathroom assistance with personal care, such as washing and wiping

This description does not apply to students who may occasionally experience an “accident” and require additional assistance.

Stipends will be distributed in 21 equal payroll installments annually. Individuals eligible for the stipend for less than the full school year will receive prorated amounts. Additionally, effective July 1, 2024 through June 30, 2025, the maximum total stipend for paraeducators is \$400. From July 1, 2025 through June 30, 2026, the maximum total stipend for paraeducators is \$750. From July 1, 2026 through June 30, 2027, the maximum total stipend for paraeducators is \$1000.

Please note that stipends cannot be stacked or layered. Paraeducators are eligible to claim only one stipend per competency area. For example, a paraeducator may claim either the Safety Care De-Escalation stipend or the Safety Care with Restraint Certified stipend, but not both within the same fiscal year. Similarly, they may claim either the Wilson Trained stipend or the Wilson Certified stipend, but not both within the same fiscal year. The same principle applies to the Orton-Gillingham and toileting stipends.

**APPENDIX C**  
**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**

	<b>E</b>	<b>M</b>	<b>P</b>	<b>D</b>	<b>N/A</b>
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.					

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

	<b>E</b>	<b>M</b>	<b>P</b>	<b>D</b>	<b>N/A</b>
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.					

**III. Interpersonal Relationships**

	<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.					

**Staff Relationships**

	<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 they have seen all comments on this form. The employee’s signature does not necessarily indicate agreement with the evaluation report.

**APPENDIX D**  
**Joint Labor Management Committee (JLMC)**

A Joint Labor-Management Committee (JLMC) will work together to review and propose a new evaluation tool for paraeducators. This committee will include up to four representatives from the Association and four representatives from the Administration. It is scheduled to convene during the 2024-2025 school year with the aim of completing its work by June 2025. The committee will present its recommendations to both bargaining teams.

