

**Collective Bargaining Agreement**  
**Lawrence Federation of Paraprofessionals**  
**and**  
**Lawrence Public Schools**

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**July 1, 2019 through June 30, 2022**



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Appendix A - Evaluation Form

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## PART I – INTRODUCTION

**Central to the vision of the Lawrence Public Schools is the empowerment of individual schools in a decentralized district environment.** In the past, common terms and conditions of employment have been centrally negotiated and uniformly applied, regardless of each school's unique needs. Moving forward, local stakeholders will determine the nature and utility of terms and conditions of employment previously set centrally, consistent with the directives of and subject to the approval of the Superintendent.

In addition to school empowerment, several other guiding principles influenced this document.

- **Respect for Educational Support.** This document presents professional policies for working conditions, compensation, and evaluation of paraprofessionals.
- **Flexibility to Drive Rapid Student Progress.** This document preserves the ability to make necessary changes quickly for the benefit of improving student outcomes.
- **Effective Use of Resources.** Given the historically tenuous financial circumstances of the District, a conscious effort was made to align scarce resources with educational priorities.

### ARTICLE 1 - PARTIES AND FEDERATION RECOGNITION

#### **The Lawrence School Committee**

The parties acknowledge that a Receiver has been appointed for the District, is vested with all the powers of the Superintendent and the School Committee pursuant to G.L. c. 69, §1K, and can exercise all powers granted to the School Committee, District and/or Superintendent herein. Wherever a reference in a collective bargaining agreement is made to the "school committee" or the "superintendent," it will be interpreted to mean the "Receiver."

**Lawrence Federation of Paraprofessionals, Local 3900, AFT Massachusetts, AFL-CIO** The Lawrence School Committee recognizes the Lawrence Federation of Paraprofessionals, Local 3900, AFT Massachusetts, AFL-CIO as the exclusive bargaining agent for employees in, but not necessarily limited to, the following job classifications: Instructional Aides, Supervisory Aides, Autism Specialist, Associate Teacher, Lunch Aides, Library Aides, Special Education Aides, Crisis Intervention Aides, Parent Liaisons, Intervention Paraprofessional, and General Aides.

### ARTICLE 2- DEFINITIONS

- The term "committee" as used in this Agreement means the Lawrence School Committee and the school administrative organization.
- The term "parties" as used in this Agreement refers to the committee and the Federation as participants in this Agreement.

- The term "school" as used in this Agreement means any work location or functional division maintained by the school department.
  - The term "principal" as used in this Agreement means the responsible administrative heads of their respective schools.
- The term "paraprofessional" and the term "person" as used in this Agreement means a person employed by the committee in the bargaining unit as articulated in Article I.
- The term "Federation representative" as used in this Agreement means any qualified designee of the Federation.
  - Wherever the term "elementary" is used in this Agreement it is to include kindergarten and pre-kindergarten.
  - Wherever the singular is used in this Agreement, it is to include the plural.
  - The term "administration" as used in this Agreement refers to the Superintendent or any qualified designee of the Superintendent so stated in writing.

#### ARTICLE 3 - MANAGEMENT RIGHTS

Subject only to the limits stated in this Agreement, the Lawrence Paraprofessionals' Federation recognizes that the Lawrence School Committee and the Superintendent retain the exclusive rights to manage its affairs, including (but not limited to) the right to determine the means and methods of operation to be carried out, to direct its employees, and to conduct district operations in a safe and efficient manner, implement part time positions at its discretion and outsource positions in whole or in part provided that no bargaining unit member shall be laid off and reasonable notice is given to the Union, except in instances where the Superintendent utilizes the processes described in Article 4 of this Agreement.

The parties recognize and agree that the provisions of this Agreement are intended to be given their full force and effect, while at the same time, they must be construed in accordance with the terms of the Massachusetts Education Reform Act of 1993, the Achievement Gap Act, and any subsequent amendments thereto.

The Superintendent and the School Committee reserve and retain the customary and other rights afforded to them by statute or otherwise.

#### ARTICLE 4 - CHANGES DURING THE LIFE OF THE AGREEMENT

Any changes to provisions of this agreement which the Superintendent deems necessary to maximize the rapid improvement of the academic performance of Lawrence students may be implemented at the start of the next academic semester or sooner if by mutual agreement, following a forty-five (45) day period of good faith negotiations with the Union. Such changes however, may be implemented immediately following the negotiation period if unforeseen circumstances as determined by the Superintendent make immediate implementation appropriate.

For any issues not covered by this agreement, the Superintendent may implement changes after a twenty (20) calendar day period of good faith negotiations.

#### ARTICLE 5 - DURATION OF AGREEMENT

This agreement is for the term July 1, 2019 through June 30, 2022. The terms and conditions of this collective bargaining agreement shall remain in full force and effect after its expiration while the parties are negotiating for a successor agreement.

## **PART II - FEDERATION PRIVILEGES and RESPONSIBILITIES**

The Lawrence Public School District aims to “build on the assets of Lawrence students, parents, educators, community members, and partners” to create great schools for Lawrence. As a key District partner, the Lawrence Federation of Paraprofessionals is uniquely positioned to be a force for positive change. The District seeks a genuine partnership with the Federation and its members to drive rapid improvement in the Lawrence Public Schools.

#### ARTICLE 6 - FAIR PRACTICES

As sole collective bargaining agent, the Federation will continue its policy of accepting into voluntary membership all eligible persons in that unit without regard to race, color, religion, sex, age, national origin, physical or mental disability, sexual orientation, gender identity, genetic information, military service, or because of marital, parental, or veteran status. The Federation will represent equally all persons without regard to membership, participation in, or activities in, any employee organization.

The Committee agrees to continue its policy of not discriminating against any person on the basis of race, color, religion, sex, age, national origin, physical or mental disability, sexual orientation, gender identity, genetic information, military service, or because of marital, parental, or veteran status, or participation in, or association with, the activities of any employee organization.

#### ARTICLE 7 - PAYMENT OF DUES

The Federation may secure authorization of payroll deductions for Federation dues. Such authorization may be revocable as provided by law. The Committee will request the Treasurer of the City of Lawrence to submit such sums in total to the Federation Treasurer.

The Federation shall be notified of any Paraprofessional withdrawing or dropping from payroll deductions.

Any Paraprofessional desiring to have the Committee discontinue deductions that he has previously authorized must provide written notice to the Committee and the Federation.

#### ARTICLE 8 - BUILDING REPRESENTATION

The principal shall recognize the Federation building/school representative as the official representative of the Federation in the school.

The Committee of Federation representatives, that meet with the Superintendent of Schools or his/her designee for consultation on matters of educational programs during the school year, shall submit items for the agenda that apply to Paraprofessional personnel. A Paraprofessional may sit on this committee when school problems and policies relating to their employment are to be discussed.

No paraprofessional shall engage in Federation activities during the time he/she is assigned to regular work duties unless given such prior authority by the building principal or senior school management.

#### ARTICLE 9 - PROTECTION OF INDIVIDUAL AND GROUP RIGHTS

Nothing contained herein shall be construed to prevent the Committee, a member of the Committee, or its designated representative from meeting with any paraprofessional for expression of a paraprofessional views.

Nothing contained herein shall be construed to permit any organization other than the Federation to participate in the processing of a grievance.

Nothing contained herein shall be construed to prevent any person from informally discussing any dispute with his/her immediate superior or processing a grievance on his/her own behalf in accordance with the grievance procedure.

#### ARTICLE 10 - PRINTING OF AGREEMENT

The District agrees to pay one-half the cost of printing this Agreement in booklet form and to distribute copies of the Agreement to each member of the bargaining unit presently employed by the Committee and to each new paraprofessional hired by the Committee. Additionally, the Committee may post a copy of the Agreement online.

#### ARTICLE 11 - USE OF FACILITIES BY FEDERATION

Before the opening of, during lunch time, and after the close of school on school days, the Federation shall have the right to use designated areas in school buildings for meetings of Paraprofessionals, provided there is no interference with any scheduled school activities. The use of such designated areas shall be approved by the Principal.

#### ARTICLE 12 - DISTRIBUTION OF MATERIALS

The Federation shall have the right to place Federation related materials in the mailboxes of Paraprofessional employees.



#### ARTICLE 13 - BULLETIN BOARDS

If available, the Federation shall be provided a clearly designated bulletin board for the purpose of posting Federation related notices and other materials.

#### ARTICLE 14 - SCHOOL VISITATION BY AUTHORIZED FEDERATION REPRESENTATIVES

Upon notification by the Federation, the Superintendent shall authorize one or more official representatives of the Federation to visit schools during working hours to confer on working conditions, grievances, or other matters relating to the terms and conditions of this Agreement.

#### ARTICLE 15 - SCHEDULE FOR FEDERATION PRESIDENT

The President of the Federation or his/her designee may be granted time off with pay for the purpose of representing the Paraprofessionals before local, state and national organizations, or to conduct the affairs of the Federation. The total number of days used for this purpose shall not exceed fifteen (15), unless approval is granted in writing by the Superintendent.

#### ARTICLE 16 - LEAVE FOR CONFERENCES AND CONVENTIONS

With the approval of the Superintendent of Schools or his/her designee, no more than two (2) official delegates of the Lawrence Federation of Paraprofessionals, Local 3900, shall be granted leave with pay to attend conventions of affiliated bodies, educational conferences or other functions that contribute to the advancement of educational welfare in the City of Lawrence.

#### ARTICLE 17 - GRIEVANCE PROCEDURE

It is the intent of the parties to the Agreement to use their best efforts to encourage the informal and prompt settlement of grievances which may arise between the Federation or a member or members of the bargaining unit and the District. In recognition of this intent, the parties agree that they shall use the procedure set forth in this Article for the resolution, strictly pursuant to the terms of this Agreement, of all disputes involving alleged violations of specific provisions of this Agreement, provided however, that disputes involving school based decision making and other subject matter identified in Section 5 of this Article shall be resolved solely pursuant to the provisions of Section 7 of this Article. In order to settle grievances at the lowest possible administrative level, the organization and procedure for processing grievances shall be as follows:

**Section 1:** The term "grievance" shall be construed to mean an express violation of a written provision of this Agreement. Any event which occurred or failed to occur prior to the effective date of this agreement shall not be subject to the grievance and arbitration provision.

**Section 2:** The grievance shall be submitted in writing to the building principal within 30 days of the alleged violation and shall identify with specificity the provision(s) of the Agreement alleged to have been violated.

**Section 3:** An aggrieved paraprofessional shall first discuss the dispute with his/her principal either directly or accompanied by the Federation representative with the objective of resolving the matter informally. The principal shall communicate his/her decision to the paraprofessional within five (5) school days after receiving the complaint.

**Section 4:** If the decision of the principal is not satisfactory (or if a decision was not rendered within the time specified), the aggrieved may appeal it within five (5) school days to the Superintendent or his designee. The Superintendent or his designee shall arrange a meeting within five (5) school days from the date of receiving the grievance and shall give his/her decision within five (5) school days of such meeting. Said decisions shall be in writing. If the matter is not satisfactorily handled (or if a decision has not been rendered by the Superintendent or his designee), then where applicable the grievance may be processed as indicated below.

**Section 5: Dispute Resolution Processes**

The following table outlines processes to be used (i.e., arbitration, mediation, hybrid approach, or not applicable) to resolve disputes arising out of the enumerated articles:

<b>Introductions of Each Section</b>	<b>Mediation</b>
<b>Part I: Introduction</b>	
Article 1: Parties and Federation Recognition	Arbitration
Article 2: Definitions	Arbitration
Article 3: Management Rights	N/A
Article 4: Changes during the Life of the Agreement	N/A
Article 5: Duration of Agreement	Arbitration
<b>Part II: Federation Privileges and Responsibilities</b>	
Article 6: Fair Practices	Arbitration
Article 7: Payment of Dues	Arbitration
Article 8: Building Representation	Arbitration
Article 9: Protection of Individual and Group Rights	Arbitration
Article 10: Printing of Agreement	Arbitration
Article 11: Use of Facilities by Federation	Arbitration
Article 12: Distribution of Materials	Arbitration
Article 13: Bulletin Boards	Arbitration
Article 14: School Visitation by Authorized Federation Representatives	Arbitration
Article 15: Schedule of Federation President	Arbitration
Article 16: Leave for Conferences and Conventions	Arbitration
Article 17: Grievance Procedure	Mediation
Article 18: Resolution by Peaceful Means	Arbitration
Article 19: Joint Labor/Management Study Committee	N/A
<b>Part III: General Working Conditions</b>	
Article 20: School-based Decision-making	Hybrid**
**"Changes to School Operational Plans throughout the Year" and "Areas for School-based Decision-making": Mediation; all else N/A	

Article 21:	Work Year	Mediation
Article 22:	Work Day	Mediation
Article 23:	Academic Calendar	Mediation
Article 24:	Paraprofessional Hiring and Promotions	Hybrid**
	**Posting procedure only subject to Arbitration; all else Mediation	
Article 25:	Paraprofessional Assignments/Changes to Assignments	Mediation
Article 26:	Duty Free Lunch	Arbitration
Article 27:	Professional Development	Mediation
Article 28:	Seniority	Hybrid**
	**Creation and accuracy of seniority list subject to Arbitration; all else mediation	
Article 29:	Advance Notice of Resignation or Retirement	Mediation
Article 30:	Reduction in Force	N/A
Article 31:	Paraprofessional Dismissal and Discipline	Hybrid**
	**Paraprofessional Dismissal: Statute; all other paraprofessional discipline: Arbitration	
Article 32:	Damage and Loss of Property	Arbitration
Article 33:	School Facilities/Health and Safety	Arbitration
Article 34:	Notice and Announcements	Mediation
Article 35:	Assistance in Assault Cases	Arbitration

#### **Part IV: Evaluation and Supervision**

Article 36:	Evaluation	Arbitration**
	**Under the standards set forth in the evaluation document	

#### **Part V: Compensation: Benefits**

Article 37:	Sick Leave	Arbitration
Article 38:	Sick Leave Abuse	Arbitration
Article 39:	Sick Leave for Injury/Worker's Compensation	Arbitration
Article 40:	Organized Reserved Forces	Arbitration
Article 41:	Personal Leave	Arbitration
Article 42:	Parental Leave	Arbitration
Article 43:	Funeral Leave	Arbitration
Article 44:	Leave without Pay	Arbitration
Article 45:	Return from Leave of Absence	Arbitration
Article 46:	Jury Duty	Arbitration
Article 47:	Tax-Free Annuity	Arbitration
Article 48:	Health Insurance	Mediation
Article 49:	Life Insurance	Arbitration
Article 50:	Pension	Mediation
Article 51:	Tuition Reimbursement	Arbitration
Article 52:	Mileage Allowance	Arbitration

#### **Part VI: Compensation: Salaries**

Article 53:	Wage Increases (July 1, 2019)	Hybrid**
	**Explicit salary commitment from Human Resources: Arbitration; all else Mediation	

Article 54:	Wage Increases (July 1, 2020) **Explicit salary commitment from Human Resources: Arbitration; all else Mediation	Hybrid**
Article 55:	Wage Increases (July 1, 2021) **Explicit salary commitment from Human Resources: Arbitration; all else Mediation	
Article 56	Salary Structure	H
Article 57:	Method and Time of Payment	Mediation
Article 58	Holidays	Arbitration
Article 59	Vacation Days	Arbitration
Article 60	Inclement Weather	Arbitration
Article 61	Substitute Assignment	Arbitration
Article 62	Severance	Arbitration
Article 63	Head Cafeteria Paraprofessional	Arbitration
Article 64	Diapering/Feeding	N/A
Article 65	Longevity	Arbitration
Article 66	Other Compensation	N/A

### Section 6: Arbitration

If applicable, a grievance dispute which was not resolved at the level of the Superintendent under the grievance procedure may be submitted by the Federation to arbitration. The proceeding may be initiated by filing with the Superintendent and the American Arbitration Association a request for arbitration. The notice shall be filed within ten (10) school days after receipt of the decision of the Superintendent or his designee under this Grievance Procedure. The voluntary labor arbitration rules of the American Arbitration Association shall apply to the proceeding. The arbitrator shall issue his/her decision no later than thirty (30) days from the date of the close of the hearings or if oral hearings have been waived, then from the date of transmitting the final statements and proofs to the arbitrator.

The decision shall be in writing and shall set forth the arbitrator's opinion and conclusion on the issued submitted. The decision of the arbitrator, if made in accordance with his/her jurisdiction and authority under this Agreement, will be accepted as initialed by the parties to the dispute, and both will abide by it. The arbitrator's fee will be shared equally by the parties of the dispute. The Superintendent agrees that it will apply to all substantially similar situations the decision of an arbitrator sustaining a grievance, and the Federation agrees that it will not bring or continue, and that it will not represent an employee in any grievance which is substantially similar to a grievance denied by the decision of an arbitrator. In rendering a decision, the arbitrator shall have no authority to add to, detract from, alter or amend the agreement in any way and shall have no authority to render an award with respect to matters of inherent managerial rights or other rights granted to the Superintendent and/or School Committee or Receiver by statute. Any underlying act or omission that results in a grievance shall have occurred while the Agreement was in effect in order to be processed to arbitration.

### Section 7: Mediation

A grievance alleging a violation of one of the articles identified as subject to mediation may be filed under the provisions of sections 1 through 4 of this Article. If the grievance is not resolved

after presentation at step 4, mediation of the grievance may be initiated in accordance with the following provisions.

- A. Within 10 days of receipt of the decision at step 4, the Federation may demand mediation of the dispute. Within forty (40) days of the demand for mediation the parties shall meet for the purpose of mediation. The mediations shall take place at the District Administration Building. The parties agree to maintain a list of mutually agreed upon mediators to be assigned grievances on a rotating basis. The parties agree to review their list annually, or more often if requested by either party, and adjust the list as mutually agreed upon by the parties.
- B. The mediator selected by the parties shall be assigned to mediate on the same day a minimum of four grievances unless otherwise agreed by the parties. If one of the above mediators is unable to schedule a mediation conference within forty (40) days from the receipt of the appeal, it will be referred to the next mediator in line. The fees and expenses of the mediators shall be shared equally by the parties.
- C. Mediation is an informal, off-the-record process in which the parties are free to disclose to the mediator the essence of the dispute without detriment to their legal position. Confidential information disclosed to a mediator in the course of the mediation shall not be divulged by the mediator. All records, reports, or other documents received by the mediator while serving in that capacity shall be confidential. The mediator shall not be compelled to divulge such records or to testify in regard to the mediation in any adversarial proceeding or judicial forum. The parties shall maintain the confidentiality of the mediation and shall not rely on or introduce as evidence in any arbitral, judicial or other proceeding:
  - a. Views expressed or suggestions made by another party with respect to a possible settlement of the dispute;
  - b. Admissions made by another party in the course of the mediation proceeding;
  - c. Proposals made or views expressed by the mediator; or
  - d. The fact that another party had or had not indicated willingness to accept a proposal for settlement made by the mediator.
- D. The mediator does not have the authority to impose a settlement on the parties but will attempt to help them reach a satisfactory resolution of their dispute.
- E. Mediation shall conclude in one of the following ways:
  - a. By the execution of a settlement agreement by the parties; or
  - b. By a written declaration of the mediator, a party, or the parties to the effect that the mediation proceedings are concluded.

#### **Section 8: Miscellaneous Provisions**

All appeals within Section 1 through 5 of this article must be taken within seven (7) calendar days of a decision. Failure to process a dispute within the allotted time shall result in the waiver of the grievance.

Time limits specified in these procedures may be extended in any specific instance in writing by mutual agreement.

The Federation shall have the right to initiate and process grievances at any appropriate steps which are, in its judgment, general in nature.

Any aggrieved person may be represented at all meetings and at all hearings at all steps in the procedures by the Federation representative or by any other paraprofessional of his/her choosing provided, however, that the aggrieved may not be represented by any officer, agent, or other representative of any other paraprofessional organization other than the Federation.

When a paraprofessional does not wish to be represented in the grievance procedures by the Federation, the Federation will have the right to be present at all steps and to state its views. No individual who does not represent the Federation may act as a representative of any other paraprofessional on more than one occasion.

If hearings are held during school hours, the aggrieved and members of the Grievance Committee of the Federation may attend without loss of pay. The time of the hearings shall be held at the discretion of the arbitrator; the arbitrator shall obtain the Superintendent's approval for the time of hearing.

The Federation agrees that it will set up a Grievance Committee not to exceed three (3) members.

Both the Superintendent and the Federation shall have the right to legal assistance and/or stenographic assistance at all hearings, at their respective expense.

The Introduction and the narratives in each section of this document shall not subject to the provisions of this article.

#### ARTICLE 18 - RESOLUTION BY PEACEFUL MEANS

The Federation and Committee agree that differences between the parties shall be settled by peaceful means as provided within this Agreement. The Federation, in consideration of the value of this Agreement and its terms and conditions and the Legislation which engendered it, will not engage in, instigate, or condone any strike, work stoppage, or any concerted refusal to perform normal work duties on the part of any employee covered by this Agreement, or by policy, practice, directive or tradition.

#### ARTICLE 19 – JOINT LABOR/MANAGEMENT STUDY COMMITTEE

##### Section 1: Federation President Union Release Agreement

The parties shall form a joint labor/management study committee to review a Federation President union release agreement. The study committee will make

recommendations, including any possible compensation, to the parties' respective collective bargaining teams on or before June 30, 2021.

#### Section 2: Translation Duties Study Committee

The parties shall form a joint labor/management study committee to review bargaining unit employee translation and interpretation duties and expectations. The study committee will make recommendations, including any possible compensation, to the parties' respective collective bargaining teams on or before June 30, 2021.

#### Section 3: New Employee Orientation and Training

The parties shall form a joint labor/management study committee to review how to provide Federation orientations to new employees. The study committee shall also review and make recommendations on new employee training and expectations. The study committee will make recommendations, including any possible compensation, to the parties' respective collective bargaining teams on or before June 30, 2021.

#### Section 4: Paraprofessional Long-Term Substitutes

The parties shall form a joint labor/management study committee to review Paraprofessional long-term substitute procedures. The study committee will make recommendations, including any possible compensation, to the parties' respective collective bargaining teams on or before June 30, 2021.

### **PART III - GENERAL WORKING CONDITIONS**

The District has empowered school communities to make decisions at

the school level in return for accountability for results. To maximize the likelihood of success, each school must be permitted to implement programs that meet the needs of its students and community. Through a school-based decision-making process, each school will define the staff working conditions necessary for student success.

School leadership teams will create and publish annual "school operational plans" which will outline working conditions of staff in the building. Such operational plans will be subject to the Superintendent's review and approval.

#### **ARTICLE 20 - SCHOOL-BASED DECISION-MAKING**

Each school will implement an annual school-based decision-making process. The parties intend maximum flexibility in school operations under this article. The Superintendent shall have sole and final authority to resolve any dispute related to the implementation or execution of a school operational plan.

### **Changes to School Operational Plans throughout the Year**

Once the annual operational plan is developed for a specific school, that document is presumed to govern paraprofessional working conditions at the school for the following school year. Principals may submit a request to the Superintendent to alter their operational plans during a school year. The Superintendent will have sole and final authority in approving any school year modifications to school operational plans.

### **Areas for School-based Decision-making**

The following items shall be determined at the school level and included in each school's annual school operational plan:

- Allocation of discretionary funds made available by the principal, including in areas such as:
  - Wraparound services for students and families
  - After-school programs
  - School supplies
- School curriculum issues
- Professional development activities applicable to the school as a body
- School calendar
- Schedule for staff and students, provided that paraprofessionals will continue to receive duty-free lunch and regular preparatory time
- Scheduling of school-wide parent/paraprofessional meetings
- Work before and/or after the regular school year
- Notices and announcements
- School health and safety issues
- Staff dress code
- Rotation of duties
- Class size
- Bulletin boards
- Other items as designated by the Superintendent provided there is no material conflict with other provisions of this document

The Superintendent retains final authority over school-based decision-making and his determination shall be final.

Each school will implement a school-based decision-making process to engage school employees in the development of the school's operational plans. Schools are strongly encouraged to provide a paraprofessional seat on the school's Teacher Leadership Team.

### **ARTICLE 21 - WORK YEAR**

The work year will be determined as part of each school's operational plan and will be made public by April 15<sup>th</sup> of the preceding school year or later as determined by the Superintendent



Each school's (K-8) program shall be a minimum of 1330 hours per school year. The Superintendent may approve deviations to this provision with reasonable justification.

#### ARTICLE 22 - WORK DAY

Paraprofessionals shall devote the time required, consistent with school operational plans and directives and authorization from school principals, to achieve and maintain high quality education in the Lawrence Public Schools.

The work day will be determined as part of each school's operational plan and will be made public by April 15<sup>th</sup> of the preceding school year or later as determined by the Superintendent.

#### ARTICLE 23 - ACADEMIC CALENDAR

The Superintendent will establish a baseline school calendar each year, including student start date, school vacations and holidays.

The Employer may alter the academic calendar each year as needed.

School and professional development sessions will not be held on state and federal holidays. However, academic programs such as Acceleration Academies may be held on these days.

#### ARTICLE 24 – PARAPROFESSIONAL HIRING AND PROMOTIONS

In filling positions, principals have the authority to select the best qualified staff from both internal and external candidates without regard to seniority.

Paraprofessionals shall be entitled to apply for open positions for which they are qualified, by application to the building principal within ten days of the posting that identifies the position for which application is made.

For all open positions, the job description and qualifications, including appropriate credentials, duties, requirements, salary and other pertinent information relating to the position shall be posted on the School Department's web page and other sites as determined by Human Resources. The parties agree that a grievance alleging a failure related to the posting requirement (i.e., posting procedure) shall be subject to the grievance and arbitration provisions of this Agreement, but that all other disputes arising from this Article shall be resolved through the Agreement's mediation process.

Candidates shall be required to submit a formal application in writing or online.

#### ARTICLE 25 - PARAPROFESSIONAL ASSIGNMENTS/CHANGES TO ASSIGNMENTS

In filling positions, principals have the authority to select the best qualified staff from both internal and external candidates without regard to seniority.

Paraprofessionals may express, in writing, to the principal their preferences of grade level, subject, department assignment.

Section 1      The parties acknowledge there are various ways a paraprofessional can have his/her assignment changed. The rest of this article is to outline the differences and respective procedures.

Section 2      Voluntary Transfers  
  
Bargaining unit members may apply to vacant positions that are posted and the Employer shall follow the provisions of Article 24.

Section 3      Ongoing Transfer Request  
  
Should a bargaining unit member desire a change in an assignment, he/she may notify the human resources office.

Section 4      Involuntary Transfer  
Involuntary transfers occur based on the operational and/or educational needs of the school district as determined by the Superintendent or his/her designee. In the event that an involuntary transfer creates an unforeseen hardship, that bargaining unit member may request a meeting with the Human Resources department to discuss and review the circumstances. The Human Resources department shall make a reasonable effort to assist when a hardship arises.

Section 5      Displacement  
  
A bargaining unit employee may be displaced from his/her current assignment as a result of programmatic changes and/or changes in building staffing. The Superintendent has the right to reassign paraprofessionals who have been displaced from their positions. After discussion with the affected paraprofessional, the paraprofessional may be assigned to a mutually agreeable position for which he or she is qualified. If the paraprofessional is not assigned to a mutually agreeable position, the Superintendent will assign the paraprofessional to a position for which he/she is qualified.

#### ARTICLE 26 - LUNCH

Paraprofessionals who normally work twenty (20) or more hours per week shall be provided with at least a thirty (30) minute paid lunch period.

#### ARTICLE 27 - PROFESSIONAL DEVELOPMENT

Professional development programs generally will be determined at the school level. There will be occasions however where the Superintendent may require District-wide professional development. The District will endeavor to provide the equivalent of at least one day of

professional development for Paraprofessionals per school year, at either the district or school level.

#### ARTICLE 28 - SENIORITY

The School Department shall prepare a directory that indicates the date on which all members of the bargaining unit were hired. Paraprofessionals seniority is based upon length of service in the Lawrence School Department. Periods of service divided by a break due to resignation or termination shall not be added together to determine seniority. Upon request, the Employer shall provide an updated copy of a seniority list to the Union.

#### ARTICLE 29 - ADVANCE NOTICE OF RESIGNATION OR RETIREMENT

Paraprofessionals are expected to give 60 calendar days' advance notice of resignation and/or retirement from the school system.

#### ARTICLE 30 - REDUCTION IN FORCE

- Section 1: The Superintendent has the right to lay off paraprofessionals and other district staff due to reductions in force or reorganizations resulting from declining enrollment or other budgetary or operational reasons.
- Section 2: The Superintendent retains the right to determine the number of positions that are needed in the school system.
- Section 3: During times in which layoffs arise, the parties agree to a systematic approach when identifying bargaining unit employees while maintaining our values and objectives. The process to identify the bargaining unit employee(s) who shall get laid off is outlined below.
- Section 4: A layoff shall occur when there are displaced employees in the system and no vacancies available.
- Section 5: When a layoff occurs, the employee shall group employees into three (3) tiers. The Superintendent shall lay off employee(s) in tier 1 first. Once tier 1 is exhausted, the Superintendent shall lay off employee(s) in tier 2. Once tier 1 and tier 2 are exhausted, the Superintendent shall lay off employees in tier 3. In deciding who is laid off within each tier, the Superintendent will consider the following factors: work history, operational need, the best interests of the students. Where all other factors are equal, seniority may be used as the deciding factor.
- Section 6: Layoff Tiers
- Tier 1:
- First year employees who have not received an overall "exemplary" rating

- Employees who have received an overall “unsatisfactory” rating on their end of year performance evaluation within the past three (3) academic years.
- Employees who have received two (2) or more overall “needs improvement” and/or “unsatisfactory” ratings on their end of year performance evaluations within the past five (5) academic years.
- Employees who have received an unpaid suspension within the past five (5) academic years.
- Employees who have received three (3) or more written warnings within the past five (5) academic years.

Tier 2:

- Employees within their first three (3) years of employment as a paraprofessional who *have not received* an overall “exemplary” performance evaluation.

Tier 3:

- Employees within their first three (3) years of employment as paraprofessionals who *have received* an overall “exemplary” performance evaluation.
- All other employees

Section 7: If an individual is displaced and there are no vacancies in the district, that employee shall not be laid off if there are other employees in a lower tier, provided the displaced employee is qualified for a position.

ARTICLE 31 - PARAPROFESSIONAL DISMISSAL AND DISCIPLINE

Section 1: The first full year of continuous employment for a paraprofessional shall be a working test period and the employee shall be considered probationary/at will for the purposes of discipline, discharge, and renewal.

Section 2: No paraprofessional who has completed one full year of service in the District as a paraprofessional, shall be dismissed, demoted, reduced in rank or compensation, reprimanded or otherwise disciplined except for good cause. An arbitrator in determining whether there is good cause for discipline or dismissal shall consider the best interests of the pupils in the District and the need for elevation of performance standards.

Section 3: No paraprofessional who has completed three (3) full consecutive years of service in the District as a paraprofessional, shall be dismissed, demoted, reduced in rank or compensation, reprimanded or otherwise disciplined except for just cause.

ARTICLE 32 - DAMAGE AND LOSS OF PROPERTY

No paraprofessional shall be held responsible for loss, damage or destruction of school property or children's property when such loss, damage or destruction is not the fault of the paraprofessional.

A paraprofessional shall report in writing any loss, damage or destruction to the principal immediately upon becoming aware of such loss, damage or destruction.

The Committee will reimburse paraprofessionals for loss, damage or destruction, while on duty in the school, of personal property of a kind normally worn to or brought into school when the paraprofessional has not been negligent to the extent that such loss is not covered by insurance. The term "personal property" shall not include cash. The terms "loss, damage and destruction" shall not cover the effects of normal wear, tear and use.

A bargaining unit member bringing any personal equipment such as a mobile phone, camera, tape recorder, etc. to school to be used as part of the normal function of the job shall be reimbursed in the event of loss, damage or destruction, provided that such equipment is previously registered with and approved by the principal.

#### ARTICLE 33 - SCHOOL FACILITIES/ HEALTH AND SAFETY

Whenever practicable and possible, the Superintendent will endeavor to provide in each building:

- Common space where such facilities are available.
- Email for Paraprofessionals
- Storage space for instructional materials and supplies.

#### ARTICLE 34 - NOTICES AND ANNOUNCEMENTS

All official circulars pertaining to Paraprofessionals shall be posted on the school bulletin boards, and a copy furnished to the Federation Representative in each building. Paraprofessionals shall be recognized as being part of each school's staff.

Each Paraprofessional shall have access to any up-to-date copy of the Rules and Regulations of the Lawrence School Committee and all amendments thereto.

Each Paraprofessional shall have access to a Directory of Personnel for the Lawrence School Department.

A copy of Paraprofessional assignments will be sent to the President of the Union by the principal of each building, on request.

#### ARTICLE 35 - ASSISTANCE IN ASSAULT CASES

Principals shall immediately report orally all cases of assault suffered by paraprofessionals in connection with their employment to the Superintendent and in writing within 24 hours. Whenever it is alleged that a paraprofessional has assaulted a person or that a person has assaulted a paraprofessional, the principal and Superintendent shall conduct an investigation of

the incident. The Superintendent shall comply with any reasonable request from the paraprofessional for relevant information in the Committee's possession not privileged under law concerning the person or persons involved, provided that the production of information does not interfere with investigation of the incident. The school department may indemnify paraprofessionals in accordance with the provisions of G.L. c. 258, s. 9.

## **PART IV - EVALUATION AND SUPERVISION**

The School District believes one important way to improve educational experiences for students is to engage in routine conversations with paraprofessionals, individually and in small and large groups, about job expectations and to provide paraprofessionals with specific, honest and regular feedback. The process should be transparent and have at its heart a desire to improve conditions to optimize student learning.

### **ARTICLE 36 - EVALUATION**

- Section 1: Paraprofessionals shall be evaluated at least once per year. Paraprofessionals shall be provided with a copy of all written observations and evaluations if requested. An evaluation form is attached as Appendix A.
- Section 2: Any bargaining unit member who receives an overall end of year rating of "unsatisfactory" or "needs improvement" shall be subject to consequences in compensation in accordance with Articles 54 & 55 (Wage Increases).
- Section 3: Any bargaining unit member who receives an overall rating of "needs improvement" shall be placed on a directed growth plan for up to one (1) year.
- Any bargaining unit member who receives an overall rating of "unsatisfactory" may be placed on an improvement plan for at least twenty (20) school days and/or be subject to discipline/discharge where circumstances warrant such action. A Paraprofessional on an improvement plan may be subject to additional evaluations and supervisory meetings.
- The Employer shall be responsible for clearly identifying areas of concern and ways to improve on the undesired behavior/performance within both directed growth and improvement plans.
- Section 4: A paraprofessional may request a meeting to discuss an evaluation. A rating of "unsatisfactory" shall trigger a meeting with the paraprofessional.
- Section 5: End of year evaluations should be completed by June 7 of each academic year. This deadline may be extended where the Superintendent or his designee determines that the circumstances warrant such action. If no evaluation is completed it shall be assumed the paraprofessional was at least "proficient" in all areas.

Section 6: When performance issues arise, the Employer, when an issue is known, should not wait until the end of year evaluation to raise concerns.

Section 7: An Evaluation Committee shall be established consisting of two members of the Lawrence Federation of Paraprofessionals selected by the Union President, two representatives from the Lawrence Public Schools selected by the Superintendent, and one representative from a third party institution (such as a university) mutually selected by both groups.

A Paraprofessional can appeal to the Evaluation Committee for a secondary review if he or she does not receive the requisite rating for salary advancement. The Committee will examine the appeal and within two weeks shall make a recommendation as to whether a secondary review is warranted. The Superintendent shall select the secondary evaluator for any case recommended for secondary review. If the secondary review results in the minimum (or better) rating required for advancement, the paraprofessional shall immediately advance.

## **PART V COMPENSATION: BENEFITS**

Lawrence Public Schools is committed to offering a compensation package which includes benefits to attract and retain paraprofessionals of the highest caliber. Benefits must provide support for paraprofessionals without diminishing the resources needed to educate our students.

### **General Provisions Applicable to All Leaves of Absence**

All requests for leave under this Part shall be made through a person's Principal or immediate supervisor to the Superintendent of Schools or his/her designee. All requests must be in writing. Any employee who fails to return to work as scheduled from a leave of absence and who is not excused by the Superintendent of Schools or his/her designee shall be considered to have resigned from employment.

Leaves of absence may be extended by the Superintendent of Schools or his/her designee at his/her discretion. The right to increment credit and the same, or a substantially equivalent position upon return from an extended leave, shall be determined by the Superintendent of Schools or his/her designee in each case.

To the extent practicable and taking into consideration availability, operational needs and the best interests of the students, paraprofessionals returning from an extended leave of absence will be placed in a position similar to the one held prior to the leave. Benefits (including compensation) shall not accrue during an extended leave.

### **ARTICLE 37 - SICK LEAVE**

Sick leave shall accrue at the rate of 1.25 days per month up to a maximum of 13 days per calendar year. Sick leave may accumulate to a maximum of one hundred and fifty (150) days.

Except in the case of an emergency, Paraprofessionals shall provide notification of illness to appropriate school personnel and entered into the Employee Self-Service System (or other employee management software as determined by the Employer) at least 45 minutes prior to the start of their assigned school day on the first and each consecutive day of illness.

Up to three (3) days of accrued sick leave to be deducted from sick leave each year may be used for illness in the employee's immediate family and/or household. The Superintendent or his/her designee reserves the right to require reasonable documentation of said family illness for two (2) consecutive days or more.

#### ARTICLE 38 - SICK LEAVE ABUSE

Both parties to this Agreement believe that paid sick leave is an important benefit for employees and that any abuse of sick leave is detrimental both to the students of Lawrence and the membership of the Lawrence Paraprofessionals' Federation. While recognizing that only a small fraction of paraprofessionals may abuse sick leave, the parties agree that no abuse of sick leave should be tolerated or condoned.

Situations which suggest abuse may include any absences which suggest a pattern, as for example, absences occurring on Mondays, Fridays and days immediately preceding or following holidays or vacation periods.

A principal may meet with the paraprofessional in order to discuss concerns regarding unusual sick leave usage. When, in the opinion of the Employer, sick leave is being abused, an employee shall be notified in writing of such suspected abuse, and after such notification, the employee may be required to provide a medical certification to justify any future absences. The paraprofessional may have a Federation representative present at this meeting.

Medical certification shall be defined as a written documentation of illness and/or inability to attend work which details the medical condition and treatment plan with periodic updates from a physician, nurse, chiropractor, dentist, or other qualified health care provider. Bargaining unit members may submit requested documentation to the Human Resources office instead of the building principal/direct supervisor.

In any situation which persists to the point where the principal deems it necessary to consider disciplinary action against a paraprofessional for suspected abuse of sick leave, the School Department shall notify the President of the Lawrence Paraprofessionals' Federation.

In applying this provision, the employer recognizes that the purpose of this provision is not to interfere with legitimate use of sick leave and agrees to reasonably interpret and apply this provision.

#### ARTICLE 39 - SICK LEAVE FOR INJURY/WORKER'S COMPENSATION

Bargaining unit members absent due to a work related injury or illness shall be covered exclusively by M.G.L. Chapter 152 (Workers' Compensation Law), which shall not be subject to the arbitration provision of this Agreement. A member may at his/her option apply that portion



of any sick leave days in his/her account that will permit him/her to maintain his/her salary during the period of the work related injury or illness. For each day of absence the bargaining unit member will be charged with that portion of sick leave day which represents the difference between the Worker's Compensation payment and his/her regular pay.

#### ARTICLE 40 - ORGANIZED RESERVED FORCES

Every person who is a member of a service component of the Armed Forces of the United States shall be granted, in accordance with Section 59 of Chapter 33 of the General Laws, leave of absence without loss of pay, during the time of his/her annual tour of duty as a member of such reserve component; provided, however, that such leave shall not exceed seventeen (17) days.

#### ARTICLE 41 - PERSONAL LEAVE

All Paraprofessionals shall be granted two (2) days of personal leave annually. Such personal leave days not used at the end of the year are to be added to the sick leave accumulation. Whenever possible, notice of intent to take a personal day must be provided to the building principal at least forty-eight (48) hours in advance.

Personal leave requests are to be entered, approved or denied, through the Employee Self-Service System (or other employee management software as determined by the Employer). The Employer shall respond to request for time off within a reasonable amount of time.

#### ARTICLE 42 - PARENTAL LEAVE

A Paraprofessional shall be granted a parental leave of absence without pay to become effective at their discretion and to terminate not more than two (2) years after the termination of pregnancy.

A Paraprofessional on parental leave shall notify the Superintendent of Schools or his/her designee of his/her intent to return at any time during the two-year period after conclusion of pregnancy and shall be reinstated as soon as a vacancy for which he/she is qualified occurs.

Unless a Paraprofessional return to duty at the expiration of the two-year period, his/her employment shall be terminated.

A Paraprofessional may use his/her accumulated paid sick leave for up to forty (40) days. Any Paraprofessional who adopts a child is entitled to this same forty (40) day leave provision consistent with Massachusetts General Laws.

#### ARTICLE 43 - FUNERAL LEAVE

Any Paraprofessional who is absent on account of death in the immediate family of the Paraprofessional or his/her spouse, parent, husband, wife, child, brother, sister, grandparent, grandchild or any member of the family residing in the same house, shall be excused without loss of pay for a period of five (5) days and one (1) day for an uncle, aunt, niece or nephew.

#### ARTICLE 44 - LEAVE WITHOUT PAY

Included in this article are leaves such as Marital leave, Peace Corps leave, and Leave to Study. Employees do not accrue benefits (e.g., sick leave, personal leave, salary advancement, etc.) while on leave of absence without pay. Employees are responsible for the full health insurance premium payment when on leave of absence without pay, unless federal or state law (FMLA and MMLA) requires otherwise.

Request for leave without pay must be filed with the Superintendent and must state the reason and period for which the leave is being requested.

In addition to maternity, leaves of absence without pay may be granted on account of prolonged illness, or they may be granted for other activities which would, in the opinion of the Superintendent, contribute to the future benefit of the Lawrence Public Schools. Leaves of absence without pay, except for maternity, will only be granted to paraprofessionals who have completed three (3) years of consecutive employment in the district.

All leaves of absence without pay shall not be counted toward seniority, except those leaves of absence without pay of ten (10) school days or less (to be called short-term unpaid leave) shall be counted to the extent that they do not exceed a total of ten (10) school days. Once a paraprofessional has accumulated ten (10) days of short-term unpaid leave, any subsequent leave without pay should not be counted toward seniority.

#### ARTICLE 45 - RETURN FROM LEAVE OF ABSENCE

Any employee who fails to return to work as scheduled from a leave of absence, and who is not excused by the Superintendent shall be considered to have resigned from his/her employment. All employees shall be given written notice of this provision (effectuated via this CBA) prior to the commencement of any leave of absence.

#### ARTICLE 46 - JURY DUTY

The Employer shall pay the difference between the Paraprofessionals' daily rate of pay and the reimbursement from the Commonwealth.

#### ARTICLE 47 - TAX-FREE ANNUITY

The Committee agrees to allow paraprofessionals to take advantage of the federal law concerning tax-free annuities and shall take immediate steps to implement a tax-free annuity program.

#### ARTICLE 48 - HEALTH INSURANCE

Pursuant to Chapter 58 of the Acts of 2010, health insurance is provided by the Commonwealth of Massachusetts Group Insurance Commission (GIC), under such terms as the GIC, statute and regulations require. The provisions of this article are not subject to the grievance and arbitration procedure of this Agreement.

Effective September 1, 2004, bargaining unit members who elect to forego health insurance coverage in accordance with Massachusetts General Laws Chapter 32B Section 4 shall be eligible to receive an annual payment of \$1,000 payable on/before November 1 of each year. To be eligible for this benefit the employee must demonstrate on a form established by the School Department that he/she is covered by a group or non-group health insurance plan financed without any participation by the employer or by another employee's insurance. If an employee who has elected withdrawal under Chapter 32 B Section 4 ceases to be covered by a group or non-group plan financed without any participation by the employer, the employee shall be enrolled in the employer's plan upon notification to the employer and with a pro rata repayment of the \$1,000 consistent with Section 4 of Chapter 32B.

#### ARTICLE 49 - LIFE INSURANCE

The City of Lawrence shall provide 75% of the cost of a \$2,000 life insurance policy as adopted by the City to employees who work twenty (20) hours or more per week and who choose to enroll.

#### ARTICLE 50 - PENSION

Eligible bargaining unit members shall be covered by the provisions of G.L. c. 32 as applicable.

#### ARTICLE 51 - TUITION REIMBURSEMENT

Section 1: Effective July 1, 2017, tuition reimbursement of up to nine hundred dollars (\$900.00) per fiscal year for college or graduate level course shall be available to paraprofessionals. Prior approval of the building principal and superintendent or his/her designee is required utilizing the LPS Tuition Reimbursement Form. To qualify for reimbursement, the paraprofessional must present a transcript to verify receipt of a grade of "B" or better at completion of the course. The annual tuition reimbursement amount for the unit shall not exceed two hundred thousand dollars (\$200,000.00).

Section 2: When a paraprofessional is directed in writing by the Superintendent to take courses, all fees, books, and tuitions will be reimbursed to the paraprofessional by the district.

#### ARTICLE 52 - MILEAGE ALLOWANCE

Mileage allowances shall be payable only if authorized by the Superintendent. Traveling personnel whose regular duties require them use private vehicles for school business shall be reimbursed at a rate consistent with the then-existing IRS rate.

Traveling personnel authorized by the Superintendent must submit documentation of said mileage.

## **PART VI - COMPENSATION: SALARIES**

Consistent with the Turnaround Plan, a compensation system has been developed which will compensate paraprofessionals based on their performance. The vision of the LPS compensation system is to attract, retain and reward great paraprofessionals in the District.

### **ARTICLE 53 – WAGE INCREASES (Effective & Retroactive to July 1, 2019)**

- Section 1: A bargaining unit member who receives a “proficient” or “exemplary” rating on his or her previous end of year performance evaluation shall receive a two and one quarter percent (2.25%) increase to his/her hourly rate of pay up to the maximum hourly rate for his/her respective group. Any bargaining unit employee who does not receive an end of year evaluation shall automatically receive a two and one quarter percent (2.25%) increase to his/her hourly rate of pay.
- Section 2: A bargaining unit employee who receives a “needs improvement” rating on his/her previous end of year performance evaluation shall receive an increase of one and one-half percent (1.50%) to his or her hourly rate of pay up to the maximum hourly rate for his/her respective group; however, an employee who receives a “needs improvement” rating or better will be paid at least the minimum hourly rate of pay for the grouping. Such employee’s principal, at his/her discretion, may recommend to the Superintendent an increase amount up to two and one quarter percent (2.25%). The Superintendent’s decision will be final.
- Section 3: A bargaining unit employee who receives an “unsatisfactory” rating on his/her end of year performance evaluation shall not receive an increase.
- Section 4: All employees will be paid at least the minimum level of their respective groups, except employees who receive an “unsatisfactory” rating on their end of year evaluation.
- Section 5: Any bargaining unit employee hired on or before December 31, 2004 shall be moved to the midpoint of his/her group. After effected bargaining unit employees have been adjusted to the midpoint, section 1 of this agreement shall apply.

### **ARTICLE 54 – WAGE INCREASES (JULY 1, 2020)**

- Section 1: A bargaining unit member who receives a “proficient” or “exemplary” rating on his or her end of year performance evaluation shall receive a two and one quarter percent (2.25%) increase to his/her hourly rate of pay up to the maximum hourly rate for his/her respective group. Any bargaining unit employee who does not receive an end of year evaluation shall automatically receive a two and one quarter percent (2.25%) increase to his/her hourly rate of pay.

- Section 2: A bargaining unit employee who receives a “needs improvement” rating on his/her end of year performance evaluation shall receive an increase of one and one-half percent (1.50%) to his or her hourly rate of pay up to the maximum hourly rate for his/her respective group; however, an employee who receives a “needs improvement” rating or better will be paid at least the minimum hourly rate of pay for the grouping. Such employee’s principal, at his/her discretion, may recommend to the Superintendent an increase amount up to two and one quarter percent (2.25%). The Superintendent’s decision will be final.
- Section 3: A bargaining unit employee who receives an “unsatisfactory” rating on his/her end of year performance evaluation shall not receive an increase.
- Section 4: All employees will be paid at least the minimum level of their respective groups, except employees who receive an “unsatisfactory” rating on their end of year evaluation.
- Section 5: Bargaining unit employees who have returned to work and received three (3) proficient or greater performance evaluations over the past three (3) consecutive years shall earn a stipend, to be paid in the first paycheck of the year, (normal and regular compensation) as outlined below:
- a) Group 1: \$250.00
  - b) Group 2: \$275.00
  - c) Group 3: \$300.00

#### ARTICLE 55 – WAGE INCREASES (JULY 1, 2021)

- Section 1: A bargaining unit member who receives a “proficient” or “exemplary” rating on his or her end of year performance evaluation shall receive a two and one quarter percent (2.25%) increase to his/her hourly rate of pay up to the maximum hourly rate for his/her respective group. Any bargaining unit employee who does not receive an end of year evaluation shall automatically receive a two and one quarter percent (2.25%) increase to his/her hourly rate of pay.
- Section 2: A bargaining unit employee who receives a “needs improvement” rating on his/her end of year performance evaluation shall receive an increase of one and one-half percent (1.50%) to his or her hourly rate of pay up to the maximum hourly rate for his/her respective group; however, an employee who receives a “needs improvement” rating or better will be paid at least the minimum hourly rate of pay for the grouping. Such employee’s principal, at his/her discretion, may recommend to the Superintendent an increase amount up to two and one quarter percent (2.25%). The Superintendent’s decision will be final.
- Section 3: A bargaining unit employee who receives an “unsatisfactory” rating on his/her end of year performance evaluation shall not receive an increase.

Section 4: All employees will be paid at least the minimum level of their respective groups, except employees who receive an “unsatisfactory” rating on their end of year evaluation.

Section 5: Bargaining unit employees who have returned to work and received three (3) proficient or greater performance evaluations over the past three (3) consecutive years shall earn a stipend, to be paid in the first paycheck of the year, (normal and regular compensation) as outlined below:

- a) Group 1: \$250.00
- b) Group 2: \$275.00
- c) Group 3: \$300.00

#### ARTICLE 56 – SALARY STRUCTURE

Section 1: A performance-based hourly rate compensation structure will be established which provides for three different groupings of paraprofessionals:

- a) Group 1 consisting of Non-Instructional Paraprofessionals;
- b) Group 2 consisting of Instructional, Instructional One-On-One Paraprofessional, and Classroom Paraprofessionals; and,
- c) Group 3 consisting of Crisis Paraprofessionals, Substantially Separate Paraprofessionals, Parent Liaisons, Crisis One-on-One Paraprofessional, Substantially Separate One-On-One Paraprofessional, Autism One-On-One Paraprofessional, Associate Teachers (non-professionals), Autism Specialists (non-professionals), and Intervention Specialists Paraprofessionals (non-professional).

Section 2: Each hourly rate structure will include a minimum, a midpoint, and a maximum.

Section 3: Employees newly-hired will be placed on the new hourly rate schedule based on his/her education and work experience. A newly-hired employee may be placed on the salary schedule up to and including the midpoint of the range for the position. However, in exceptional circumstances, the principal may recommend to the Superintendent a higher placement on the rate schedule. The Superintendent’s decision will be final.

Section 4: Rate schedule

Paraprofessional Group 1		Paraprofessional Group 2	Paraprofessional Group 3
July 1, 2019	January 1, 2021		
\$12.75	\$13.50	\$14.79	\$16.83
\$15.56	\$16.31	\$17.60	\$19.64
\$18.36	\$19.11	\$20.40	\$22.44

**ARTICLE 57 - METHOD AND TIME OF PAYMENT**

The employer may require direct deposit of employee paychecks.

The employer may utilize and implement any reasonable method of employee timekeeping and payroll processing that it deems to be in the best interests of the district.

**ARTICLE 58 – HOLIDAYS**

Employees covered by this Agreement will receive holiday pay at the individual employee’s daily rate of pay for the following holidays:

- Columbus Day
- Veterans Day
- Thanksgiving Day
- Friday after Thanksgiving Day
- Christmas Day
- New Year’s Day
- Martin Luther King, Jr. Day
- Presidents’ Day
- Good Friday
- Patriots Day
- Memorial Day
- Labor Day (shall be a paid holiday if it falls within the scheduled work year)
- Employees will be released from work on the day prior to Thanksgiving Day once students have been safely dismissed

**ARTICLE 59- VACATION DAYS**

Employees shall be entitled to receive four (4) vacation days to be designated between Christmas and New Year’s. Effective upon ratification of this agreement, employees shall be eligible to receive two (2) additional vacation days during the week of President's Day and two (2) additional vacation days during the week of Patriot’s Day. In the event that school is in session during these periods, the employees will be compensated for these additional vacation days.

#### ARTICLE 60 – INCLEMENT WEATHER

In the event that school is canceled due to inclement weather, Paraprofessionals shall be paid for up to a maximum of two (2) days per school year.

#### ARTICLE 61 – SUBSTITUTE ASSIGNMENT

This provision shall be effective and retroactive to July 1, 2020

Section 1: In the event that a paraprofessional is assigned to serve as a substitute for a teacher, the paraprofessional shall receive his/her full pay for the day plus the following:

- (a) Ten dollars (\$10.00) for one hour minimum up to three hours.
- (b) Thirty-five dollars (\$35.00) for more than three (3) hours in a day.

Section 2: The time worked will be submitted with the paraprofessional's timesheet on a biweekly basis noting the name(s) of the teacher(s) for whom coverage was provided and the approval of the principal.

#### ARTICLE 62 – SEVERANCE

Upon retirement or death, bargaining unit employees shall receive severance pay equal to one third (1/3) the number of unused, accumulated sick days. Employees hired after July 1, 2016 are not eligible for this benefit.

#### ARTICLE 63 – HEAD CAFETERIA PARAPROFESSIONAL

This provision shall be effective and retroactive to July 1, 2019. Amend as follows:  
Head Cafeteria Paraprofessional employees shall receive an annual stipend of five hundred dollars (\$500.00) payable with the last pay period in June.

#### ARTICLE 64 – DIAPERING/FEEDING

Section 1: Bargaining unit members, who provide feeding, intensive toileting assistance and/or diapering, as determined by the Director of Pupil Personnel Services or designee and agreed upon by the union, shall receive a stipend of two hundred fifty dollars (\$250.00) for each quarter service is provided. One thousand dollar (\$1,000.00) maximum annual stipend, inclusive of summer months. Employees who substitute for the bargaining member covered by this provision are not entitled to receive the stipend. Quarterly stipend is payable in the last pay period in June.

Section 2: This provision is not subject to arbitration.



**ARTICLE 65 – LONGEVITY**

Employees who currently receive longevity payments will be frozen at their current rates. Other employees who qualify for longevity payments by June 30, 2017 will receive the longevity payment; however, all other current employees and employees hired after July 1, 2016 will not be eligible for longevity payments.

Years of Service	
5-9	\$516.94
10-14	\$652.46
15-19	\$989.71
20+	\$1,125.23

**ARTICLE 66 – OTHER COMPENSATION**

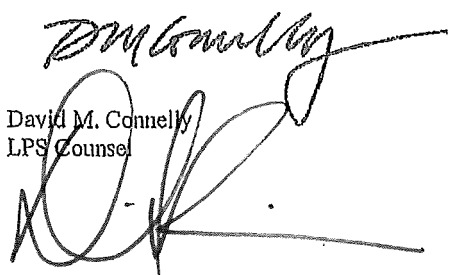
If the school principal determines that the payment of additional compensation (in the form of stipend or honoraria) to a bargaining unit member is necessary to better serve the needs of the students and the Superintendent supports such action, the Superintendent shall notify the Union and may authorize an additional payment following the notification. Circumstances that may make such compensation appropriate include but are not limited to rewarding paraprofessionals for: exceptional performance; assumption of additional duties; assignment to a hard to fill position; work in a particularly challenging assignment; and retaining paraprofessionals in the employment of Lawrence Public Schools. The Superintendent retains final discretion over the implementation of any additional compensation.

Ratified in the City of Lawrence on this the 28 Day of October, 2020.

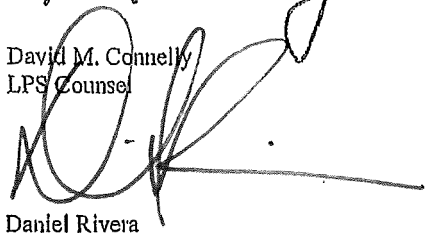
Lawrence Public Schools



Cynthia Paris  
Superintendent



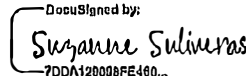
David M. Connelly  
LPS Counsel



Daniel Rivera  
Mayor, City of Lawrence

Lawrence Federation of Paraprofessionals,  
Local 3900, AFT Massachusetts, AFL-CIO


DocuSigned by:  
 9/25/2020  
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Louanne Annaldo  
President

DocuSigned by:  
 9/25/2020  
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Suzanne Suliveras  
Treasurer



Chair, LAE Receiver Board

Approved as to Form:

 10/29/2020  
Raquel D. Ruano, City



Paraprofessional Evaluation Form

Employee Name: \_\_\_\_\_ School: \_\_\_\_\_ Position: \_\_\_\_\_

Inclusive Dates: \_\_\_\_\_ Through: \_\_\_\_\_ Evaluation Overall Rating: \_\_\_\_\_

All employees will be given an annual goal as determined by the Principal or designee.

Evaluation may include the following periods: (Please circle)

- Mid-Year Evaluation
- End of Year Evaluation

Ratings will be:

1. Exemplary
2. Proficient
3. Needs Improvement
4. Unsatisfactory

Professional Responsibilities:	Rating & Comment
Knowledge of Position & Quality of work	
Quantity of Work	
Working Relationships	
Care & Use of Equipment	
Other	
Overall Comments:	

Personal Responsibilities:	Rating & Comment
Professional Appearance	
Cooperation	
Dependability	
Attitude	
Flexibility	
Other	
Overall Comments:	

Regardless of the mid-year performance evaluation, nothing precludes corrective action including termination for performance or conduct issues in circumstances wherein the Principal or designee determines that such corrective action is warranted. Such corrective action is warranted in accordance with the terms and conditions of the CBA.

Reviewer: \_\_\_\_\_

Review Date: \_\_\_\_\_

## NOTES





## Player Code of Conduct

I understand that as a player on BDS, it is my responsibility to demonstrate sportsmanship by showing respect, courtesy, and positive support for all players, coaches, officials, and spectators at every tournament, game, and practice.

I understand that unsportsmanlike conduct on my part reflects poorly on me and my team. I further understand that such conduct could have a negative effect on my prospects with college coaches.

I understand that decisions regarding the team, such as team composition, tournament schedule, and game strategy (including playing time) are in the sole discretion of the coach. I further understand that decisions regarding playing time are based on several factors including skill, attitude, position, demonstrated commitment to the team, and demonstrated commitment to my own skill development.

I understand that being part of a team means working collaboratively with my teammates towards our common goals, treating my coaches and teammates with respect at all times, and working to remove any obstacles or conflicts that arise within the team.

Based on these understandings, I agree that:

- I will not engage in any kind of unsportsmanlike conduct with any official, coach, player, or parent such as booing or taunting; using profane language, challenging the coach's game strategy, or disputing an official's calls (whether orally, through body language, or with gestures).
- I will refrain from making negative comments to or about the officials or the opposing team's players, coaches, or parents.
- I will respect the officials and their authority at games and will not question, challenge, or confront the game officials.
- I will respect the authority of my coach by refraining from challenging my coach's decisions regarding game strategy or my playing time.
- I will discuss directly with my coach any concerns or issues that I may have regarding my participation, role, or performance on the team and that any such discussions will be in the spirit of providing and/or seeking constructive feedback.





- I will take the necessary and appropriate steps to resolve conflicts that exist on the team by directly addressing the conflict or speaking with my coach and to resolve any such conflicts constructively without resorting to hostility, argument, or exclusion.
- I will treat other players, coaches, officials, and spectators with respect at all times.
- I will be on time for practices and games and will notify my coach if I cannot attend or am delayed. I will make every effort to attend all practices and games.
- I will always give my best effort, both in practice and in games.
- I will represent my team honorably by acting in a dignified manner – even when things go against me or my team.

I have read, understand, and agree to abide by the Player Code of Conduct. I also understand that if I break any of these rules, the coach may remove me from the game, and/or practices. If I continue to disregard the above stated rules, I may be dismissed from the team for the remainder of the current season.

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**Player Signature**

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**Parent/Guardian Signature**

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**Date**