

Collective Bargaining Agreement

Between

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

and

Lawrence Public Schools

July 1, 2022 - June 30, 2025



Table of Contents

PART I – INTRODUCTION	5
ARTICLE 1 - PARTIES AND FEDERATION RECOGNITION	5
ARTICLE 2- DEFINITIONS	5
ARTICLE 3 - MANAGEMENT RIGHTS	6
ARTICLE 4 - CHANGES DURING THE LIFE OF THE AGREEMENT	7
ARTICLE 5 - DURATION OF AGREEMENT	7
PART II - FEDERATION PRIVILEGES and RESPONSIBILITIES	7
ARTICLE 6 - FAIR PRACTICES	7
ARTICLE 7 - PAYMENT OF DUES	8
ARTICLE 8 - BUILDING REPRESENTATION	8
ARTICLE 9 - PROTECTION OF INDIVIDUAL AND GROUP RIGHTS	8
ARTICLE 10 - PRINTING OF AGREEMENT	8
ARTICLE 11 - USE OF FACILITIES BY FEDERATION	9
ARTICLE 12 - DISTRIBUTION OF MATERIALS	9
ARTICLE 13 - BULLETIN BOARDS	9
ARTICLE 14 - SCHOOL VISITATION BY AUTHORIZED FEDERATION REPRESENTATIVES	9
ARTICLE 15 - SCHEDULE FOR FEDERATION PRESIDENT	9
ARTICLE 16 - LEAVE FOR CONFERENCES AND CONVENTIONS	9
ARTICLE 17 - GRIEVANCE PROCEDURE	9
ARTICLE 18 - RESOLUTION BY PEACEFUL MEANS	16
ARTICLE 19 – JOINT LABOR/MANAGEMENT STUDY COMMITTEE	16
ARTICLE 20 - PRESIDENT RELEASE	16
PART III - GENERAL WORKING CONDITIONS	17
ARTICLE 21 - SCHOOL-BASED DECISION-MAKING	17
ARTICLE 22 - WORK YEAR	18
ARTICLE 23 - WORK DAY	18
ARTICLE 24 - ACADEMIC CALENDAR	18
ARTICLE 25 – PARAPROFESSIONAL HIRING AND PROMOTIONS	19
ARTICLE 26 - PARAPROFESSIONAL ASSIGNMENTS/CHANGES TO ASSIGNMENTS	19
ARTICLE 27 - LUNCH	20
ARTICLE 28 - PROFESSIONAL DEVELOPMENT	20
ARTICLE 29 - SENIORITY	20
ARTICLE 30 - ADVANCE NOTICE OF RESIGNATION OR RETIREMENT	20
ARTICLE 31 - REDUCTION IN FORCE	21

ARTICLE 32 - PARAPROFESSIONAL DISMISSAL AND DISCIPLINE	22
ARTICLE 33 - DAMAGE AND LOSS OF PROPERTY	22
ARTICLE 34 - SCHOOL FACILITIES/ HEALTH AND SAFETY	23
ARTICLE 35 - NOTICES AND ANNOUNCEMENTS	23
ARTICLE 36 - ASSISTANCE IN ASSAULT CASES	23
ARTICLE 37 - EMERGENCY HIRES & TEMPORARY WORKERS	23
PART IV - EVALUATION AND SUPERVISION	24
ARTICLE 38 - EVALUATION	24
PART V COMPENSATION: BENEFITS	25
ARTICLE 39 - SICK LEAVE	26
ARTICLE 40 - SICK LEAVE ABUSE	26
ARTICLE 41 - SICK LEAVE FOR INJURY/WORKER'S COMPENSATION	27
ARTICLE 42 - ORGANIZED RESERVED FORCES	27
ARTICLE 43 - PERSONAL LEAVE	27
ARTICLE 44 - PARENTAL LEAVE	27
ARTICLE 45 - FUNERAL LEAVE	28
ARTICLE 46 - LEAVE WITHOUT PAY	28
ARTICLE 47 - RETURN FROM LEAVE OF ABSENCE	28
ARTICLE 48 - JURY DUTY	29
ARTICLE 49 - TAX-FREE ANNUITY	29
ARTICLE 50 - HEALTH INSURANCE	29
ARTICLE 51 - LIFE INSURANCE	29
ARTICLE 52 - PENSION	29
ARTICLE 53 - TUITION REIMBURSEMENT	29
ARTICLE 54 - MILEAGE ALLOWANCE	30
PART VI - COMPENSATION: SALARIES	30
ARTICLE 55 – WAGE INCREASES (EFFECTIVE & RETROACTIVE TO JULY 1, 2022)	30
ARTICLE 56 – WAGE INCREASES (JULY 1, 2023)	30
ARTICLE 57 – WAGE INCREASES (JULY 1, 2024)	31
ARTICLE 58 – SALARY STRUCTURE	32
ARTICLE 59 - METHOD AND TIME OF PAYMENT	33
ARTICLE 60 – HOLIDAYS	33
ARTICLE 61 - VACATION DAYS	34
ARTICLE 62 – INCLEMENT WEATHER	34
ARTICLE 63 – SUBSTITUTE ASSIGNMENT	34
ARTICLE 64 - LONG TERM SUBSTITUTE TEACHER ASSIGNMENT	34

ARTICLE 65 – SEVERANCE	35
ARTICLE 66 – HEAD CAFETERIA PARAPROFESSIONAL	35
ARTICLE 67 - FOOD SAFE CERTIFICATION STIPEND	35
ARTICLE 68 – DIAPERING/FEEDING	35
ARTICLE 69 – LONGEVITY	35
ARTICLE 70 - REGISTERED BEHAVIOR TECHNICIAN STIPEND	36
ARTICLE 71 – OTHER COMPENSATION	36

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

1.1 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.”

1.2 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, Registered Behavior Technicians, and General Aides.

ARTICLE 2- DEFINITIONS

- 2.1 The term "committee" as used in this Agreement means the Lawrence School Committee and the school administrative organization.
- 2.2 The term "parties" as used in this Agreement refers to the committee and the Federation as participants in this Agreement.
- 2.3 The term "school" as used in this Agreement means any work location or functional division maintained by the school department.
- 2.4 The term "principal" as used in this Agreement means the responsible administrative heads of their respective schools.
- 2.5 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 1.
- 2.6 The term "Federation representative" as used in this Agreement means any qualified designee of the Federation.
- 2.7 Wherever the term "elementary" is used in this Agreement it is to include kindergarten and pre-kindergarten.
- 2.8 Wherever the singular is used in this Agreement, it is to include the plural.
- 2.9 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

- 3.1 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.
- 3.2 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.
- 3.3 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

- 4.1 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.
- 4.2 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

- 5.1 This agreement is for the term July 1, 2022, through June 30, 2025. 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

- 6.1 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.
- 6.2 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

- 7.1 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.
- 7.2 The Federation shall be notified of any Paraprofessional withdrawing or dropping from payroll deductions.
- 7.3 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

- 8.1 The principal shall recognize the Federation building/school representative as the official representative of the Federation in the school.
- 8.2 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.
- 8.3 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

- 9.1 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.
- 9.2 Nothing contained herein shall be construed to permit any organization other than the Federation to participate in the processing of a grievance.
- 9.3 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

- 10.1 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

- 11.1 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

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

ARTICLE 13 - BULLETIN BOARDS

- 13.1 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

- 14.1 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

- 15.1 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

- 16.1 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

17.1 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:

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
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
Article	20	President Release	Arbitration
Article	21	School-based Decision-making ***“Changes to School Operational Plans throughout the Year” and “Areas for School-based Decision-making”:	Mediation; all else N/A
			Hybrid**

Article	22	Work Year	Mediation
Article	23	Work Day	Mediation
Article	24	Academic Calendar	Mediation
Article	25	Paraprofessional Hiring and Promotions **Posting procedure only subject to Arbitration; all else Mediation	Hybrid**
Article	26	Paraprofessional Assignments/Changes to Assignments	Mediation
Article	27	Duty Free Lunch	Arbitration
Article	28	Professional Development	Mediation
Article	29	Seniority **Creation and accuracy of seniority list subject to Arbitration; all else mediation	Hybrid**
Article	30	Advance Notice of Resignation or Retirement	Mediation
Article	31	Reduction in Force	N/A
Article	32	Paraprofessional Dismissal and Discipline **Paraprofessional Dismissal: Statute: all other paraprofessional discipline: Arbitration	Hybrid**
Article	33	Damage and Loss of Property	Arbitration
Article	34	School Facilities/Health and Safety	Arbitration
Article	35	Notice and Announcements	Mediation
Article	36	Assistance in Assault Cases	Arbitration
Article	37	Emergency Hires & Temporary Workers	Arbitration
Article	38	Evaluations - Arbitration** Under the standards set forth in the evaluation document	Arbitration* *
Article	39	Sick Leave	Arbitration
Article	40	Sick Leave Abuse	Arbitration
Article	41	Sick Leave for Injury/Worker's Compensation	Arbitration
Article	42	Organized Reserved Forces	Arbitration
Article	43	Personal Leave	Arbitration
Article	44	Parental Leave	Arbitration
Article	45	Funeral Leave	Arbitration

Article	46	Leave without Pay	Arbitration
Article	47	Return from Leave of Absence	Arbitration
Article	48	Jury Duty	Arbitration
Article	49	Tax-Free Annuity	Arbitration
Article	50	Health Insurance	Mediation
Article	51	Life Insurance	Arbitration
Article	52	Pension	Mediation
Article	53	Tuition Reimbursement	Arbitration
Article	54	Mileage Allowance	Arbitration
Article	55	Wage Increases **Explicit salary commitment from Human Resources: Arbitration; all else Mediation	Hybrid**
Article	56	Wage Increases **Explicit salary commitment from Human Resources: Arbitration; all else Mediation	Hybrid**
Article	57	Wage Increases **Explicit salary commitment from Human Resources: Arbitration; all else Mediation	Hybrid**
Article	58	Salary Structure	Arbitration
Article	59	Method and Time of Payment	Mediation
Article	60	Holidays	Arbitration
Article	61	Vacation Days	Arbitration
Article	62	Inclement Weather	Arbitration
Article	63	Substitute Assignment	Arbitration
Article	64	Long Term Substitute Teacher Assignment	Arbitration
Article	65	Severance	Arbitration
Article	66	Head Cafeteria Paraprofessional	Arbitration
Article	67	Food Safe Certification Stipend	Arbitration
Article	68	Diapering/Feeding	N/A
Article	69	Longevity	Arbitration
Article	70	Registered Behavior Technician Stipend	Arbitration
Article	71	Other Compensation	N/A

- 17.2 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.
- 17.3 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.
- 17.4 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.
- 17.5 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.
- 17.6 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:
- 17.7 Arbitration
- A. 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.
 - B. 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.

- C. 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.

17.8 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:
 - i. Views expressed or suggestions made by another party with respect to a possible settlement of the dispute;

- ii. Admissions made by another party in the course of the mediation proceeding;
 - iii. Proposals made or views expressed by the mediator; or
 - iv. 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:
- i. By the execution of a settlement agreement by the parties; or
 - ii. By a written declaration of the mediator, a party, or the parties to the effect that the mediation proceedings are concluded.

17.9 Miscellaneous Provisions

- A. All appeals within Sections 1 through 6 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.
- B. Time limits specified in these procedures may be extended in any specific instance in writing by mutual agreement.
- C. The Federation shall have the right to initiate and process grievances at any appropriate steps which are, in its judgment, general in nature.
- D. 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.
- E. 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.
- F. No individual who does not represent the Federation may act as a representative of any other paraprofessional on more than one occasion.
- G. 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.

- H. The Federation agrees that it will set up a Grievance Committee not to exceed three (3) members.
- I. Both the Superintendent and the Federation shall have the right to legal assistance and/or stenographic assistance at all hearings, at their respective expense.
- J. 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

- 18.1 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

- 19.1 Paraprofessional to Teacher Pipeline. The parties shall form a joint labor/management study committee to study the paraprofessional-to-teacher pipeline pathways. The study committee will make recommendations, including any possible compensation, to the parties' respective collective bargaining teams on or before June 30, 2024.
- 19.2 Interpretation/Translation 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, 2024.
- 19.3 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, 2024.
- 19.4 **JOINT LABOR/MANAGEMENT COMMITTEE TO REVIEW STIPENDS**. The parties shall form a joint labor/management committee to review stipends given to unit members through the "Other Compensation" article and shall memorialize those stipends for retirement purposes.

ARTICLE 20 - PRESIDENT RELEASE

- 20.1 The President of the Federation shall be released from fifty percent (50%) of work duties to conduct the affairs of the Federation with no loss of pay, benefits, or seniority. The

President of the Federation shall conduct union orientations pursuant to section 5A of MGL c. 150E during this president's release time. The President shall coordinate with building management to schedule orientations during the designated president's release times.

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 21 - SCHOOL-BASED DECISION-MAKING

- 21.1 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.
- 21.2 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.
- 21.3 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

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

21.5 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 22 - WORK YEAR

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

22.2 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 23 - WORK DAY

23.1 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.

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

ARTICLE 24 - ACADEMIC CALENDAR

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

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

- 24.3 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 25 – PARAPROFESSIONAL HIRING AND PROMOTIONS

- 25.1 In filling positions, principals have the authority to select the best-qualified staff from internal candidates without regard to seniority. In the event an internal and external candidate's qualifications are equal, in the sole determination of the EMPLOYER, the internal candidate shall be selected for the position.
- 25.2 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.
- 25.3 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 EMPLOYER will make a reasonable effort to have job postings for a period of ten (10) days. 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.
- 25.4 Candidates shall be required to submit a formal application in writing or online.

ARTICLE 26 - PARAPROFESSIONAL ASSIGNMENTS/CHANGES TO ASSIGNMENTS

- 26.1 In filling positions, principals have the authority to select the best qualified staff from both internal and external candidates without regard to seniority.
- 26.2 Paraprofessionals may express, in writing, to the principal their preferences of grade level, subject, department assignment.
- 26.3 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.
- 26.4 Voluntary Transfers. Bargaining unit members may apply to vacant positions that are posted and the Employer shall follow the provisions of Article 24.
- 26.5 Ongoing Transfer Request. Should a bargaining unit member desire a change in an assignment, he/she may notify the human resources office.
- 26.6 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.

- 26.7 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 27 - LUNCH

- 27.1 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 28 - PROFESSIONAL DEVELOPMENT

- 28.1 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.
- 28.2 If the EMPLOYER offers professional development opportunities other than those in-district, building-based seminars (e.g. Registered Behavior Technician certification), the EMPLOYER shall consider making opportunities available to all bargaining unit employees, subject to operational needs, funding, and relevance.

ARTICLE 29 - SENIORITY

- 29.1 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 30 - ADVANCE NOTICE OF RESIGNATION OR RETIREMENT

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

ARTICLE 31 - REDUCTION IN FORCE

- 31.1 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.
- 31.2 The Superintendent retains the right to determine the number of positions that are needed in the school system.
- 31.3 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.
- 31.4 A layoff shall occur when there are displaced employees in the system and no vacancies available.
- 31.5 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.
- 31.6 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.

Tier 4:

- All other employees

- 31.7 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 32 - PARAPROFESSIONAL DISMISSAL AND DISCIPLINE

- 32.1 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.
- 32.2 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.
- 32.3 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 33 - DAMAGE AND LOSS OF PROPERTY

- 33.1 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.
- 33.2 A paraprofessional shall report in writing any loss, damage or destruction to the principal immediately upon becoming aware of such loss, damage or destruction.
- 33.3 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.
- 33.4 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.
- 33.5 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 34 - SCHOOL FACILITIES/ HEALTH AND SAFETY

- 34.1 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 35 - NOTICES AND ANNOUNCEMENTS

- 35.1 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.
- 35.2 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.
- 35.3 Each Paraprofessional shall have access to a Directory of Personnel for the Lawrence School Department.
- 35.4 A copy of Paraprofessional assignments will be sent to the President of the Union by the principal of each building, on request.

ARTICLE 36 - ASSISTANCE IN ASSAULT CASES

- 36.1 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.
- 36.2 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.

ARTICLE 37 - EMERGENCY HIRES & TEMPORARY WORKERS

- 37.1 The EMPLOYER may hire temporary workers or “emergency hires” under the following circumstances:

- A. To fill a known temporary paraprofessional absence (e.g. medical leaves); or
- B. When there is a permanent vacancy of a paraprofessional that arises in April, May, and June of the academic year. If one of these hires to fill a permanent vacancy returns the following academic year, that employee shall become covered by this collective bargaining agreement. That employee shall be treated as a new employee with a new probationary period, etc.

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 38 - EVALUATION

- 38.1 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.
- 38.2 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).
- 38.3 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.

- 38.4 A paraprofessional may request a meeting to discuss an evaluation. A rating of “unsatisfactory” shall trigger a meeting with the paraprofessional.
- 38.5 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.

- 38.6 When performance issues arise, the Employer, when an issue is known, should not wait until the end of year evaluation to raise concerns.
- 38.7 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.
- 38.8 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 39 - SICK LEAVE

- 39.1 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.
- 39.2 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) [AMS5] at least 45 minutes prior to the start of their assigned school day on the first and each consecutive day of illness.
- 39.3 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 40 - SICK LEAVE ABUSE

- 40.1 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.
- 40.2 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.
- 40.3 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.
- 40.4 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 healthcare provider. Bargaining unit members may submit requested documentation to the Human Resources office instead of the building principal/direct supervisor.
- 40.5 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.

- 40.5 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 41 - SICK LEAVE FOR INJURY/WORKER'S COMPENSATION

- 41.1 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 42 - ORGANIZED RESERVED FORCES

- 42.1 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 43 - PERSONAL LEAVE

- 43.1 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.
- 43.2 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 44 - PARENTAL LEAVE

- 44.1 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.
- 44.2 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.

- 44.3 Unless a Paraprofessional return to duty at the expiration of the two-year period, his/her employment shall be terminated.
- 44.4 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 45 - FUNERAL LEAVE

- 45.1 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 46 - LEAVE WITHOUT PAY

- 46.1 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.
- 46.2 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.
- 46.3 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.
- 46.4 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 47 - RETURN FROM LEAVE OF ABSENCE

- 47.1 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 48 - JURY DUTY

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

ARTICLE 49 - TAX-FREE ANNUITY

- 49.1 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 50 - HEALTH INSURANCE

- 50.1 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.
- 50.2 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 51 - LIFE INSURANCE

- 51.1 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 52 - PENSION

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

ARTICLE 53 - TUITION REIMBURSEMENT

- 53.1 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).

- 53.2 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 54 - MILEAGE ALLOWANCE

- 54.1 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.
- 54.2 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 55 – WAGE INCREASES (EFFECTIVE & RETROACTIVE TO JULY 1, 2022)

- 53.1 Bargaining unit employees will be moved to the appropriate wage on the new wage grid consistent with their group, years of experience, and educational attainment.

ARTICLE 56 – WAGE INCREASES (JULY 1, 2023)

56.1 A bargaining unit member who receives a “proficient” or “exemplary” rating on their previous end of year performance evaluation shall receive a three percent (3.00%) increase to their hourly rate of pay up to the maximum hourly rate for ~~his/her~~ their respective group. Any bargaining unit employee who does not receive an end of year evaluation shall automatically receive a three percent (3.00%) increase to their hourly rate of pay.

56.2 A bargaining unit employee in their first through third year of service (0-3 years) who receives a “needs improvement” rating on ~~his/her~~ their previous end-of-year performance evaluation shall receive an increase of two and one-half percent (2.50%) to their hourly rate of pay up to the maximum hourly rate for ~~his/her~~ their 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.

A bargaining unit employee in their fourth or more years of service (4+ years) 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 three percent (3.00%). The Superintendent’s decision will be final.

56.3 A bargaining unit employee who receives an “unsatisfactory” rating on his/her end-of-year performance evaluation shall not receive an increase.

56.4 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.

56.5 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 57 – WAGE INCREASES (JULY 1, 2024)

57.1 A bargaining unit member who receives a “proficient” or “exemplary” rating on their previous end of year performance evaluation shall receive a three percent (3.00%) increase to their hourly rate of pay up to the maximum hourly rate for ~~his/her~~ their respective group. Any bargaining unit employee who does not receive an end of year evaluation shall automatically receive a three percent (3.00%) increase to their hourly rate of pay.

57.2 A bargaining unit employee in their first through third year of service (0-3 years) who receives a “needs improvement” rating on ~~his/her~~ their previous end-of-year performance evaluation shall receive an increase of two and one-half percent (2.50%) to their hourly rate of pay up to the maximum hourly rate for ~~his/her~~ their 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.

A bargaining unit employee in their fourth or more years of service (4+ years) 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 three percent (3.00%). The Superintendent’s decision will be final.

57.3 A bargaining unit employee who receives an “unsatisfactory” rating on his/her end-of-year performance evaluation shall not receive an increase.

57.4 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.

57.5 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:

- D. Group 1: \$250.00
- E. Group 2: \$275.00
- F. Group 3: \$300.00

ARTICLE 58 – SALARY STRUCTURE

58.1 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 Registered Behavior Technicians, Intervention Specialists Paraprofessionals (non-professional).

58.2 Each hourly rate structure will be based on the years of experience and/or post-secondary credentials (i.e. Associate’s Degree or Bachelor’s Degree).

58.3 Employees newly hired will be placed on the new hourly rate schedule based on their education and work experience. 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.

58.4 Rate Schedule

Group 1	July 1, 2022	July 1, 2023	July 1, 2024
0-4 years of experience	\$15.45	\$15.91	\$16.39
5-9 years of experience or AA	\$17.23	\$17.75	\$18.28
10+ years of experience or BA	\$19.11	\$19.68	\$20.27

Group 2	July 1, 2022	July 1, 2023	July 1, 2024
0-4 years of experience	\$21.00	\$21.63	\$22.28
5-9 years of experience or AA	\$24.00	\$24.72	\$25.46
10+ years of experience or BA	\$28.00	\$28.84	\$29.71

Group 3	July 1, 2022	July 1, 2023	July 1, 2024
0-4 years of experience	\$23.00	\$23.69	\$24.40
5-9 years of experience or AA	\$25.00	\$25.75	\$26.52
10+ years of experience or BA	\$30.00	\$30.90	\$31.83

**Note* Movement from left to right on the wage grid is contingent on annual performance evaluations.*

ARTICLE 59 - METHOD AND TIME OF PAYMENT

- 59.1 The employer may require direct deposit of employee paychecks.
- 59.2 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 60 – HOLIDAYS

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

- Indigenous Peoples Day
- Veterans Day
- Thanksgiving Day
- Friday after Thanksgiving Day
- Christmas Day
- Presidents' Day
- Good Friday
- Patriots Day
- Memorial Day
- Labor Day*

- New Year's Day
- Martin Luther King, Jr. Day
- Juneteenth*
- Independence Day*

60.2 *These holidays shall be a paid holiday if it falls within the scheduled work year.

ARTICLE 61 - VACATION DAYS

61.1 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 62 – INCLEMENT WEATHER

62.1 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 63 – SUBSTITUTE ASSIGNMENT

63.1 In the event that a paraprofessional is assigned to serve as a substitute for a teacher or lead an instructional period (e.g. enrichment, etc.), excluding administrative duty periods such as lunch/recess duty, etc., the paraprofessional shall receive his/her full pay for the day plus the following:

- A. Twenty dollars (\$20.00) for forty (40) minutes minimum up to three hours.
- B. Fifty dollars (\$50.00) for more than three (3) hours in a day.

63.2 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 64 - LONG TERM SUBSTITUTE TEACHER ASSIGNMENT

64.1 TEMPORARY LTS ASSIGNMENT. The EMPLOYER may offer an available classroom educator vacancy not yet filled by a teacher, long-term substitute, or building-based educator to a bargaining unit employee. The bargaining unit member is not required to accept the offer and shall continue in their current role.

64.2 COMPENSATION. Bargaining unit employees shall be compensated at the rate of eighty-five dollars (\$85.00) per day to be the teacher of record for more than five (5) consecutive school days that require lesson planning, student assessments, and/or grading.

64.3 EVALUATION. The EMPLOYER may give verbal or written feedback to unit members who are selected for the assignment. However, in no way will such feedback be transferred or summarized on a bargaining unit employee's midyear or end-of-year evaluation for their work as a Paraprofessional.

64.4 LONG-TERM SUBSTITUTE EMPLOYMENT BRIDGE. If a paraprofessional bargaining unit employee accepts a position as a long-term substitute, the employee shall be given an approved leave of absence from their paraprofessional position. That employee at the end of the long-term substitute assignment shall return to their position, or a similar position, as a paraprofessional. All seniority and benefits shall be bridged during this leave of absence when they return to work as a paraprofessional.

ARTICLE 65 – SEVERANCE

65.1 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 66 – HEAD CAFETERIA PARAPROFESSIONAL

66.1 Head Cafeteria Paraprofessional employees shall receive an annual stipend of five hundred dollars (\$500.00) payable with the last pay period in June.

ARTICLE 67 - FOOD SAFE CERTIFICATION STIPEND

67.1 Group 1 bargaining unit employees who obtain and maintain their food-safe certification shall be paid an annual stipend in the amount of five thousand five hundred dollars (\$5,500.00). This stipend shall be regular and routine. This stipend shall be paid in equal installments throughout the duration of the work year. If an employee separates from employment before the end of the work year, this stipend shall be pro rata.

ARTICLE 68 – DIAPERING/FEEDING

68.1 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.

68.2 This provision is not subject to arbitration.

ARTICLE 69 – LONGEVITY

- 69.1 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 70 - REGISTERED BEHAVIOR TECHNICIAN STIPEND

- 70.1 To recognize the additional certification/credentials to be a Registered Behavior Technician (RBT), these employees shall receive an additional five thousand dollars (\$5,000.00) annual stipend. This stipend shall be regular and routine. This stipend shall be paid in equal installments throughout the duration of the work year. If an employee separates from employment before the end of the work year, this stipend shall be pro rata. The parties shall continue to meet and confer on a job description for RBTs.

ARTICLE 71 – OTHER COMPENSATION

- 70.1 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.

APPENDIX

Lawrence Public Schools Paraprofessional Employee Performance Review*

**adapted from College Community School District*

Employee Name:

Job Title:

Type of Review:

Evaluation Date:

Building:

Performance Standards

E=Exemplary M=Meets Expectations D=Developing/Needs Improvement U=Unsatisfactory

1. Demonstrates Job Knowledge: *Employee's knowledge of the job duties and procedures is extensive, showing evidence of a continuing search for improved practice and growth.*

Criteria:	Exemplary	Meets Expectations	Developing or Needs Improvement	Unsatisfactory
Exhibits working knowledge of job responsibilities and procedures required to perform the job.				
Performs job responsibilities independently.				
Engages in effective communication with others at all times.				
Exhibits working knowledge of school policy and procedures and consistently follows them.				

Aware of resources and applies them appropriately.				
Evaluator Comments:				

2. Demonstrates Job Competence: Exhibits a solid understanding of best practice/expectations in a school environment and seeks to improve upon them.

Criteria:	Exemplary	Meets Expectations	Developing or Needs Improvement	Unsatisfactory
Can articulate and demonstrate professional behavior on a consistent basis.				
Understands, maintains, and practices confidentiality at all times.				
Completes assigned tasks accurately and consistently.				
Consistently organizes work, and exhibits effective time management.				
Consistently exhibits the ability and/or willingness to follow policies, procedures, instructions and guidelines. Seeks assistance when appropriate.				

Consistently demonstrates flexibility.				
Evaluator Comments:				

3. Maintains Effective Working Relationships and Environment: *Respect and rapport is consistent and modeled for others.*

Criteria:	Exemplary	Meets Expectations	Developing or Needs Improvement	Unsatisfactory
Allows for and respects cultures, values, and limitations of others.				
Communication is always efficient, effective, and accurate.				
Consistently demonstrates clear boundary and limit setting with students and colleagues.				
Interactions reflect respectful and professional demeanor, are consistent, and appropriate.				
Consistently punctual and reliable.				

Consistently responds positively and accepts direction and feedback from supervisor/faculty.				
Evaluator Comments:				

4. Knowledge of Student Needs *Demonstrates a solid working knowledge of various learning processes disabilities and the impact of needs/limitations on student learning and consistently applies appropriate strategies.*

Criteria:	Exemplary	Meets Expectations	Developing or Needs Improvement	Unsatisfactory
Can articulate assigned student's goals and can implement individualized accommodations based on setting and/or adapt to others.				
Effectively applies directions from supervisor/faculty members. Willingly accepts guidance and assistance from others.				
Encourages students to actively think about, discuss, and use the skills being taught. Skilled at using open-ended questions to create independence. Provides appropriate reinforcement and feedback to students.				

Demonstrates and implements a variety of approaches to behavioral intervention to preserve the emotional needs of students.				
Consistently collaborates with teachers and other staff members on relevant student issues.				
Evaluator Comments:				

5. Professional Growth and Development: *Strives to grow professionally through continuous study and participation.*

Criteria:	Exemplary	Meets Expectations	Developing or Needs Improvement	Unsatisfactory
Understands job responsibilities and consistently applies skills.				
Actively participates in professional learning.				
Seeks assistance from teachers and/or administrators when unsure how to perform an assigned task.				

Demonstrates continuous progress towards enhanced practice.				
Evaluator Comments:				

6. Organizational Requirements: *Understands system needs and structure. Contribute to a well-functioning organization through continuous monitoring of behaviors and participation.*

Criteria:	Exemplary	Meets Expectations	Developing or Needs Improvement	Unsatisfactory
Reports to work on time and is ready to assume responsibilities. Demonstrates proper notification and use of leave time.				
Is aware of and follows district policies, procedures, and protocol.				
Completes paperwork, assignments, etc. accurately and timely.				
Maintains professional dress and personal hygiene.				
Exhibits positive and flexible attitude/actions.				

Sometimes seeks new and/or improved methods to complete tasks; uses technology as needed.				
Evaluator Comments:				

Evaluator's Recommendation:

Additional Evaluator Comments (Optional):

Employee Signature: _____ **Date:** _____

Evaluator Signature: _____ **Date:** _____

Administrator's Signature: _____ **Date:** _____

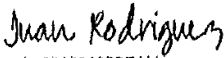
(If Administrator is not the Evaluator)

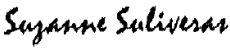
Signature indicates that the written evaluation has been reviewed and discussed. My signature means that I have been advised of my performance and not necessarily that I agree with this evaluation or feedback about my performance.


Ratified in the City of Lawrence on the 26th Day of October 2022.


Lawrence Public Schools

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

DocuSigned by:

02FF492102B711
Juan Rodriguez
Interim Superintendent

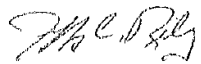
DocuSigned by:

BC2ECB47AB4048B...
Suzanne Suliveras
President

DocuSigned by:

D1AB2900E27947F...
David M. Connelly
LPS Counsel

DocuSigned by:

78BA705F029B435...
Julio Ramos
Vice President





Brian A. De Peña
Mayor, City of Lawrence



Jeffrey Riley
Commissioner of Elementary & Secondary
Education

Approved as to Form:


Patricia Mariano
Interim Chair, Lawrence Alliance for
Education (Receiver Board)


Tim Houten
City Solicitor

NOTES

NOTES