



**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**MAYNARD SCHOOL COMMITTEE**

**AND THE**

**MAYNARD PARAPROFESSIONAL ASSOCIATION**

**JULY 1, 2019 – JUNE 30, 2022**

## **MEMORANDUM OF AGREEMENT**

The Negotiating Subcommittee of the Maynard School Committee (hereinafter “the Committee”), acting subject to the ratification of this Memorandum of Agreement (hereinafter “the Agreement”), by the School Committee to whom the Subcommittee agrees to recommend acceptance, and the Negotiating Team of the Maynard Paraprofessional Association (“the Association”), acting subject to ratification of this Agreement by the membership of the Association, to whom the Negotiating Team agrees to recommend acceptance, hereby mutually agree to the following terms and conditions of settlement for the initial collective bargaining agreement that will be in effect for the two-year period from July 1, 2019 through June 30, 2022.

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This agreement is made by and between the Maynard School Committee (“the Committee”) and the Maynard Paraprofessional Association (“the Association”).

Witnesseth

WHEREAS, the Committee and the Association desire to enter into a collective bargaining agreement which has as its purpose the promotion of harmonious relations between the Committee and the Association, the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work, and other conditions of employment of Association employees.

NOW, THEREFORE, it is mutually agreed between the Committee and the Association as follows:

ARTICLE I - Recognition

For purposes of collective bargaining, the Maynard School Committee recognizes the Maynard Education Association of the Massachusetts Teachers Association as the exclusive bargaining agent and representative for all full-time and regular part-time instructional paraprofessionals including WAVM paraprofessionals, library paraprofessionals, ELL paraprofessionals, Title I paraprofessionals, special education paraprofessionals, pre-school paraprofessionals, kindergarten paraprofessionals, Job Coaches, Applied Behavior Analysis (ABA) specialists, and Spanish immersion paraprofessionals, excluding all confidential, managerial, casual and other employees of the Maynard School Committee.

ARTICLE II - Committee Rights

The Maynard School Committee and the Superintendent are provided with powers under the laws of the Commonwealth of Massachusetts, and nothing in this Agreement shall be deemed or construed to derogate from or impair any power, right, or duty conferred upon the Committee or District or the Superintendent by law or any rule or regulation of the Commonwealth. Except as is otherwise expressly provided by the terms of this Agreement, the determination of educational policy, the operation of the schools and the direction of the working forces are exclusively that of the Superintendent and/or the School Committee in accordance with the laws of the Commonwealth.

Nothing in this Agreement shall limit the School Committee, its Superintendent or any of its agents in the exercise of their functions of management and in the direction and supervision of the School Department.

Unless an express, specific provision of this Agreement clearly provides otherwise, the Committee, acting through its Superintendent and principals or other appropriate officials strictly adhering to the chain of command as may be authorized to act on their behalf, retains all the rights and prerogatives it had prior to the signing of this Agreement by law or precedent to manage and control the School Department. Management also reserves the right to decide whether, when and how to exercise its prerogatives, whether or not enumerated in this Agreement. Accordingly, the failure to exercise any right shall not be deemed a waiver.

Nothing in this article will prevent the Association from filing a grievance concerning a violation of a specific provision of this contract. However, where no specific provision of the

contract limits its ability to act, Management may exercise its rights under this Article without having such actions being subject to the grievance procedure.

The parties agree that each side had a full opportunity during the course of negotiations to bargain over any and all mandatory subjects, whether or not included in this Agreement. Accordingly, as to any such matter over which the contract is silent, the Committee retains the right to make changes but only after prior consultation with the Association, involving notice and an opportunity to bargain, if the Association so requests, to the point of agreement or impasse.

It is understood and agreed by the parties hereto that the Committee does not have to rely on any collective bargaining contract with its employees as the source of its rights and management prerogatives. This contract does not purport to spell out the job responsibilities and obligations of the employees covered by this contract.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Committee, the adoption of reasonable policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.

### ARTICLE III - Non-Discrimination

- 3.01. The Committee and the Association agree that they shall not interfere with the right of any employee to join or not to join the Association.
- 3.02. It is further agreed that the Committee and the Association shall not discriminate against any employee based on the employee's membership in the Association or non-membership in the Association.

### ARTICLE IV - Insurance and Annuity Plans

- 4.01. Employees will be eligible to participate in the following types of insurance coverage:
  - a) A term life insurance plan of the type presently available to employees.
  - b) Employees will be able to participate in the health insurance program for both individual and family coverage, whichever applies in the particular case, on the same terms as are provided to Town employees.
  - c) Employees will be able to participate in a "tax-deferred" Annuity Plan established pursuant to United States Public Law #87-370 (403(b)). Authority to participate in an annuity plan shall be given to the Town Treasurer any time after the start of the school year, but by no later than October 30th.

### ARTICLE V - Work Year

- 5.01 The work year for special education and ELL paraprofessionals at the Green Meadow and Fowler Schools shall be 183 days. The work year for Title One paraprofessionals, kindergarten paraprofessionals, Spanish immersion paraprofessionals, ABA specialists and job coaches shall be 183 days. The work year for all high school paraprofessionals shall be 175 days. The work year for pre-school paraprofessionals shall be Monday through Thursday for the duration of the school year.

- 5.02 The start and end times of the assigned school will be specified in each employee's yearly assignment letter.
- 5.03 A paraprofessional will be notified of his/her building and grade assignment on or before August 15.
- 5.04 All Special Education Paraprofessionals will work a six hour and 45 minute day except on early release days. Building principals or their designees may assign special education paraprofessionals one duty once per week for this additional 15 minutes of work time. Otherwise time shall be used for special education paraprofessional duties and collaboration with special education educators.

#### ARTICLE VI - Sick Leave

- 6.01. Sick leave shall be used for the purpose of illness and shall not be used for purpose of extending a leave pursuant to the Contract. Employees shall be allowed to use up to five (5) sick days per school year in cases of family illness of a spouse, child or parent. Family sick days shall be documented on a form provided and a copy shall be filed with the Central Office.
- 6.02. Sick leave will accrue according to the following schedule: For the month of September, each bargaining unit member shall accrue four (4) sick days. For each remaining month of the school year (October through June), each bargaining unit member shall accrue one (1) sick day per month. Any unused sick leave of such employees shall accumulate to a maximum of one hundred and twenty five (125) days.
- 6.03. Employees must notify their immediate supervisor or the building principal immediately of any sickness requiring their absence from duty.
- 6.04. In the event that an employee is absent from work for three (3) consecutive work days, the School Department may require that the employee submit satisfactory medical evidence concerning the employee's absence. The failure to produce such evidence within seven (7) school days may result in the denial of sick leave for the period of absence and may be grounds for disciplinary action.
- 6.05 If an employee is injured while at work, s/he may take up to five (5) paid leave days, not to be deducted from the employee's paid sick leave allotment, to recover/seek treatment for the injury. These days will only be paid if the employee does not receive compensation from workers compensation for the absences. In order to be eligible for this leave, the employee must provide documentation of the injury and the District reserves the right to investigate the injury. This is intended to allow the employee to be paid prior to workers' compensation benefits becoming available. The decision by the Superintendent or designee to grant or deny leave under this section shall be final and not be subject to grievance or arbitration.

#### ARTICLE VII - Sick Leave Buy Back

Bargaining unit members who submit written notice to the Superintendent no later than January 15<sup>th</sup> of the school year in which they intend to retire and who will enter the retirement system upon their departure from the bargaining unit may sell back any accrued but unused sick days at the rate of twenty dollars (\$20.00) per sick day, up to a maximum of fifty (50) days. In

no event shall a bargaining unit member receive more than one thousand dollars (\$1,000.00) as a result of selling back their accrued but unused sick days. The sum will be paid no later than July 31<sup>st</sup> of the school year in which the employee retires.

#### ARTICLE VIII - Personal Days

Employees shall be provided with two (2) days of absence annually for religious, personal, legal, business, household or family matters which require absence during school hours. Application for personal leave will be made at least seventy-two (72) hours before taking such leave (except in emergencies) and must be approved by the Superintendent. Personal days will not be granted on the days before or after a holiday or vacation period, however, employees may request in writing that the Superintendent grant their request. The Superintendent's decision to grant or not grant a personal day on the day before or after a holiday or vacation period shall not be subject to the grievance and arbitration procedure. All requests for a personal day shall be submitted on a form.

#### ARTICLE IX - Bereavement Leave

Each employee shall be granted a leave of absence without loss of pay for a period not in excess of three (3) work days within one (1) week following the death of a bargaining unit member's parent, spouse, child, sibling, grandchild, grandparent, mother-in-law, father-in-law, son-in-law, daughter-in-law or other individual living in the bargaining unit member household if the employee is scheduled to work on those days.

In the event of the death of a bargaining unit member's, aunt, uncle, niece or nephew, the employee shall be granted a leave of absence without loss of pay for one (1) day.

#### ARTICLE X - Jury Duty

10.01. If an employee is called for jury duty, he/she will receive his /her normal pay and will, in return, sign over to the school district any payment received for said jury duty. Employees will be expected to return to work if there exists a reasonable period of time left in the day. Employees are urged to defer their jury duty service until times when school is not in session.

#### ARTICLE XI - Evaluations.

- 11.01. Each paraprofessional will be notified of his/her evaluator on or before November 1.
- 11.02 All monitoring or observation of employees for purposes of evaluations will be conducted openly and with the full knowledge of the employee.
- 11.03 Each employee shall be evaluated according to existing job descriptions.
- 11.04 During their first three years of employment in the Maynard Public Schools, paraprofessionals shall be evaluated annually. The evaluation shall be conducted by an administrator from within the school district. For purposes of observations and/or evaluations, an administrator shall be deemed to include the following positions:

Superintendent of Schools, Assistant Superintendent of Schools, Director of Student Services, Curriculum Director, Principals, Assistant Principals, and Team Chairs. After three (3) years of successful evaluations (i.e., no needs improvement or unsatisfactory in any category), employees shall be evaluated every other year, however, if a paraprofessional is transferred to a new school/position in the alternate year, evaluation will occur in the year of the transfer. If said evaluation is successful (see above), the paraprofessional will then be evaluated every other year. Employees shall be evaluated through the use of multiple unannounced walk-throughs in his/her working environment between November 1 and May 1. If at any time it is apparent that a paraprofessional is in need of remediation, the issue will be addressed within five (5) school days.

- 11.05 The evaluator shall complete the parties' standard evaluation form and provide a copy of the evaluation to the employee no later than May 1. Employees will have an opportunity to meet with their evaluator at a mutually convenient time to review the contents of the evaluation, if they request. Employees who disagree with the evaluation may submit a written rebuttal, which shall be attached to the employee's evaluation and included in the employee's personnel file.

#### ARTICLE XII – Vacancies

- 12.01 The Employer shall decide in its exclusive discretion whether or not to fill a vacant position in the bargaining unit, including summer positions. All vacancies shall have the qualifications listed on the posting. The Employer shall initially post any vacancies internally for five (5) work days before advertising outside of the school system. In the event that one (1) internal applicant applies for a position within the posting period, the Employer may advertise outside of the school system in order to consider multiple applicants for the position. In the event that two (2) or more internal applicants apply for a position, the Employer will not advertise outside the school system, unless it determines that the internal applicants do not meet the Employer's criteria. In filling vacancies, the Employer shall consider each applicant's qualifications, ability, training and, when relevant, past performance. The Superintendent or his/her designee shall be the sole judge of qualifications, ability, training and past performance.
- 12.02 An employee with teaching credentials will be afforded a minimum of one interview for an open teaching position for which he/she is qualified.

#### ARTICLE XIII – Discipline

- 13.01. An employee will have the right upon written request, to review the contents of his/her personnel file. A copy of the contents of the file will be made available to the employee upon request, provided that material concerning the employee obtained at the time of employment which was guaranteed confidential is not available for employee inspection.
- 13.02. All discipline shall be administered in private. In the event that an employee is reprimanded, the employee shall acknowledge receipt of the reprimand by signing the document. If the employee refuses to sign the reprimand, a school department



- representative shall initial the reprimand, noting that the employee was directed to sign the reprimand and refused to do so.
- 13.03. Where a bargaining unit member engages in conduct or behavior deemed unacceptable by the administration, the administration may discipline the bargaining unit member. Progressive discipline will normally be followed (i.e., verbal warning, written reprimand, suspension, dismissal), subject to the particular facts and circumstances surrounding the conduct or behavior, unless the administrator determines that the bargaining unit member's behavior warrants more serious discipline.
- 13.04. The administration shall not discipline, discharge or reduce in compensation any bargaining unit member except for good cause. It is expressly understood that this Article will not apply to probationary employees. An employee's first six months of continuous employment with the Committee shall constitute his/her probationary period. No layoff of an employee made during this period, and no disciplinary action, including suspension, demotion or discharge, taken against an employee during said period shall be construed as a violation of any of the provisions of this Agreement or shall be the subject of a grievance proceeding hereunder.
- 13.05. Any written complaint regarding any support professional made to the Superintendent or any other administrators, or to the Committee by any parent, student, teacher, administrator or other person will be called to the attention of the employee involved within a reasonable period of time from receipt of the written complaint. The sole exception to this requirement shall be for complaints of a criminal nature involving the employee who is the subject of the written complaint.
- 13.06. The administration will provide an employee with an opportunity to review any material that is derogatory to an employee that will be placed in the employee's personnel file at the time that the material is to be inserted in the employee's personnel file. The employee shall acknowledge receipt of the material by affixing his/her signature to the copy with the understanding that the employee's signature does not necessarily indicate that the employee agrees with the contents of the material, but that he/she has received it. The employee has the right to submit a written reply to such material, which shall be attached to the file copy.

#### ARTICLE XIV - Reductions in Force (RIF)

- 14.01. The Employer retains the exclusive right to determine whether or not to lay off employees, based on financial considerations, declining enrollment, or other relevant reasons. In the event of a layoff, employees shall be laid off based on job classification. The different job classifications shall be: a) ABA paras; b) Job coach paras; c) special education paras; d) ELL paras; e) kindergarten paras; f) Title I paras; g) WAVM/Library paras; h) Pre-school paras; and, i) Spanish Immersion paras. In making layoff decisions within classification, the Employer will consider each employee's job-related specialized training and performance evaluations. The Superintendent or his/her designee shall be the sole judge of job-related specialized training and performance evaluations. When the above criteria are equal, the Employer will apply the principle of seniority with the least senior paraprofessional in a job classification being the first to be laid off.
- 14.02. Seniority shall be defined as an employee's continuous length of service in years, months and days from the first day of employment for which compensation was received in a

bargaining unit position. In the event that two or more employees have the same initial date of hire, lots will be drawn to establish placement on the seniority list. Seniority will continue to accrue during any time that an employee is on a paid leave of absence. An unpaid leave of absence, including time spent on the recall list, will not be credited toward seniority; however, such unpaid leave will not be considered a break in service. If an employee accepts another position in a different category in the bargaining unit, he/she does not lose seniority in the bargaining unit.

- 14.03. One seniority list will be established each school year no later than November 1 of said year and will remain in effect until the subsequent list has been established. The Superintendent will forward to the Association the initial seniority list containing the names of all employees covered by this policy. Should the Association choose to challenge the accuracy of the seniority list, written notice detailing the challenge will be sent to the Superintendent within thirty (30) school days of receipt of the seniority list. Within ten (10) school days of receipt of the challenge, the Superintendent will meet with the President of the Association to resolve the challenge. Challenges to subsequent annual seniority lists may be made only to the extent of the changes, if any, to the preceding seniority list. The Superintendent and the President of the Maynard Paraprofessional Association will sign the seniority list within ten (10) school days after each revision and/or upon the resolution of a challenge. Should either party fail to sign the list within the ten (10) school-day period, the list will be considered approved by both parties.

#### ARTICLE XV – Recall

The Committee agrees that for the period of twelve (12) months following the effective date of a layoff, it will not hire support professionals for the same position until the individual who has been laid off is offered a position in the classification from which s/he was laid off. Recall will be in the inverse order of layoff. If the school department recalls a bargaining unit member within the twelve (12) month period and the member declines to accept the recall offer, the school department/Committee shall have no further obligation to offer the former bargaining unit member a position and it shall be deemed to have satisfied any and all legal obligations on this topic.

#### ARTICLE XVI – Transfers

The Superintendent may involuntarily transfer members between buildings if the superintendent believes that such a transfer would be educationally beneficial to the school department. Prior to making an involuntary transfer, the Superintendent will first solicit volunteers. In cases of involuntary transfers, the Superintendent, or his/her designee, will meet with the affected employee prior to the transfer and notify the employee of the reasons for the involuntary transfer.

#### ARTICLE XVII - Professional development

The Committee will set aside not more than three thousand dollars (\$3,000.00) annually (fiscal year) for reimbursement of tuition and/or fees for the cost of a college level course in a

degree program approved in advance by the Superintendent or his/her designee. The course must be related to the bargaining unit member's area of work. A bargaining unit member must have completed one (1) year of service as a paraprofessional in the bargaining unit, prior to the start of the course, in order to be eligible, and the maximum reimbursement per employee per fiscal year shall not exceed three hundred dollars (\$300.00). Approval will be made on a first come, first serve basis and employees will not be eligible in consecutive years.

#### ARTICLE XVIII - Overtime

- 18.01. Work performed at the request of the School Department in excess of forty (40) hours in any workweek shall be considered overtime and shall be paid for at the rate of one and one-half times the regular hourly rate of pay of the employee. Hours worked for the purpose of computing overtime shall include only hours the employee actually works.
- 18.02. Full-time employees will be paid one and one-half (1 ½) times their regular hourly rate of pay for all hours worked on Saturdays or Sundays regardless of the number of hours worked during the regular workweek.
- 18.03. A paraprofessional who is asked by his/her building principal or his/her designee to work beyond the regular workday will be paid his/her hourly rate in fifteen (15) minute increments. All work beyond the regular workday shall be approved by the administration in advance. The only circumstance where paraprofessionals shall be eligible for compensatory time shall be those instances when paraprofessionals attend an overnight trip as part of their job duties.

#### ARTICLE XIX - Substitutes

Paraprofessionals are expected to take over a class for teachers who may be out of their classroom. In the event that the building principal, or his/her designee determines that there is a need for a substitute and he/she directs a paraprofessional to substitute for an absent teacher for between three and four hours in a school day, the paraprofessional shall receive, in addition to her/his regular hourly pay, a stipend of \$20.00 for serving as a substitute. Paraprofessionals who are directed to substitute by the building principal, or his/her designee, for an absent teacher for more than four hours in a school day shall receive, in addition to their regular hourly pay, a stipend of \$40.00 for serving as a substitute. The administration retains full discretion on who to select as a substitute based on factors it determines, including but not limited to, experience, training and the demands of the district. The decision to select or not select a particular paraprofessional as a substitute shall not be subject to the parties' grievance and arbitration procedure.

#### ARTICLE XX - Timeclocks

In order to ensure that it complies with all applicable laws requiring the maintenance of records concerning hours worked by employees, including overtime hours where applicable, the committee require that all members of the Union record their time worked and absences on official Committee time record forms using official time clocks, or an equivalent time tracking

system established by the Committee. It is the duty of the employee to ensure that the actual hours worked and leave time taken are accurately recorded. Intentional falsification of time records is grounds for disciplinary action, including discharge.

#### ARTICLE XXI - Grievance Procedure

- 21.01. The Committee and the Association agree that the exclusive method for the adjustment, processing and settlement of a grievance as defined herein shall be in accordance with the grievance procedure prescribed in this Article.
- 21.02. A grievance is defined as an alleged violation of an express provision of the contract.
- 21.03. The purpose of the procedure set forth hereafter is to produce prompt and equitable solutions at the lowest level to those problems, covered by this Contract, which from time to time may arise and affect the conditions of employment of employees covered by this Contract. The Committee and the Association desire that such procedure shall always be as informal and confidential as may be appropriate for the grievance involved at the procedural level involved. The Committee and the Association agree that nothing in this Contract shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with an appropriate member of the administration. Such efforts shall not extend the time limit within which to file a grievance.
- 21.04.01. The Committee and the Association shall have the right to use any representative or representatives of their own choosing in their presentations at any level of this grievance procedure. However, the Association agrees that at Step I of said procedure, it shall use no more than two (2) representatives.
- 21.04.02. The School Committee and the Administration will furnish the Association with such relevant information as requested for the processing of any grievance.
- 21.04.03. All materials relating to the processing of a grievance will be filed separately from an individual's files.
- 21.04.04. All decisions rendered at Step One and Two of the Grievance Procedure will be in writing, setting forth the decisions and the reasons therefore, and will be transmitted to the grievant/or the Association.
- 21.04.05. Any grievance being processed under the grievance procedure shall be deemed to have been waived if the action required to present it to the next step in the procedure shall not have been taken within the time specified in the procedure. The time limits hereinabove specified for the filing and processing of a grievance may be extended by mutual agreement of the Superintendent and the Association in writing.
- 21.04.06. If a grievance affects more than one (1) employee or a group or class of employees, the Association may submit such grievance in writing directly to the Superintendent at Step Two.
- 21.05. In order for a grievance to be considered under the procedure provided for in this agreement, the grievance must be formally initiated within ten (10) working days from the date when the grievant first knew or should have known of the occurrence of the acts or omissions upon which the grievance is based.
- 21.06. All time limits stated herein shall consist of working days for the period commencing with the first student attendance day at the beginning of a school year through the last student attendance day at the end of a school year, and during the remainder of the year the time limits shall consist of all weekdays (Monday-Friday, excluding legal holidays).

21.07. Grievances shall be processed in accordance with the following procedure:

STEP I: The aggrieved employee shall first submit his/her grievance in writing to his/her building principal. A grievance which is not presented by an employee to his/her building principal within ten (10) working days after the occurrence of the alleged cause of the grievance or after the date of first knowledge of the occurrence by any employee affected shall be deemed to have been waived. The written grievance shall contain the following: the employee's name and assignment; the specific provision or provisions of the agreement claimed to be violated; the approximate time(s) and place(s) the incident or action leading up to the grievance occurred; a summary of the facts involved, and the relief desired. The building principal shall attempt to resolve the grievance and shall advise the aggrieved employee in writing of his/her decision concerning the grievance within ten (10) working days after the grievance has been presented to him/her. An Association representative may, at the request of the aggrieved employee, be present at the time the grievance is presented.

STEP II: If at the end of ten (10) working days next following the presentation of the grievance at Step I the grievance shall not have been disposed of to the employee's satisfaction, the aggrieved employee or the Association may within ten (10) working days thereafter submit his/her grievance in writing to the Superintendent of Schools. Within ten (10) working days after receipt of the written grievance, the Superintendent or his designee shall meet with the aggrieved employee in an effort to settle the grievance. The Superintendent shall advise the aggrieved employee in writing of his decision concerning the grievance within ten (10) working days after meeting with the grievant.

STEP III: If the employee and the Association are not satisfied with the Superintendent's disposition of the grievance at Step II or if no decision has been rendered by the Superintendent within the time limit specified at Step II, the Association may, by giving written notice to the Committee within ten (10) working days after the date of the Superintendent's decision or within ten (10) working days after the expiration of the time limit for the Superintendent's decision, as the case may be, present the grievance for arbitration. In such case the following procedure will be followed:

(1) The Association shall, within ten (10) school days of the submission of the Notice to Arbitrate to the Committee, submit the grievance to the American Arbitration Association, Boston, Massachusetts, for the disposition in accordance with the applicable rules of said American Arbitration Association.

(2) The arbitrator selected shall hold hearings promptly and, unless the time shall be extended by mutual agreement, shall issue his decision not later than thirty (30) days from the date of the close of the hearings or, if oral hearings have been waived, from the date established for the final submission of evidence and briefs.

(3) The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusion. The authority of the arbitrator shall be limited to the terms and provisions of this Agreement and to the question or questions which are submitted. The arbitrator shall be bound by the provisions of this Agreement, and he/she shall not have any authority to establish wages or other compensation, nor to add to, subtract from, modify or otherwise change any of the terms or provisions of this Agreement.

(4) The decision of the arbitrator shall be final and binding upon the Committee, the Association and the aggrieved employee.

(5) The fee and expenses of the arbitrator and the expenses directly related to the arbitration hearing shall be shared equally by the Committee and the Association.

## ARTICLE XXII - Parental Leave

Unit members shall be entitled to parental leave consistent with state and federal law up to a total of eight (8) weeks per 12 month period. Bargaining unit members may use accrued sick leave during any period of time during which they are taking parental leave pursuant to M.G.L. c. 149, Section 105D, upon receipt by the Superintendent of an appropriate medical diagnosis that the bargaining unit member is disabled. The Association acknowledges that the Association and the Committee are subject to the provisions of the FMLA, that all parental leave taken under this section shall run concurrent with FMLA leave, and that the FMLA shall not increase or decrease the amount of leave available to eligible unit members under this section. Upon return from a parental leave, the Committee will assign the employee to his/her former job or to a substantially equivalent position, unless the unit member's position has been eliminated during the leave period.

## ARTICLE XXIII – Compensation

The wages for paraprofessionals will be payable bi-weekly in twenty-two (22) installments. If a holiday occurs on a Thursday, paraprofessionals will be paid on the last working day before the holiday.

## ARTICLE XXIV – Payroll Deduction

- 24.01. The Committee agrees to deduct from the salaries of its Employees dues for the Maynard Education Support Association, dues for the Massachusetts Teachers' Association, and/or dues for the National Education Association.
- 24.02. The Association will certify to the Committee in writing the current rate of membership dues. The Association will give the Committee thirty (30) days written notice prior to the effective date of change of membership dues.
- 24.03. Deduction will be made in installments on specified payroll periods. The Committee will not be required to honor for any month's deduction any changes in authorizations that are delivered to it later than three weeks prior to the payday when the deductions are to be made.
- 24.04. The Treasurer of the Town of Maynard will send all dues thus collected and accumulated to the Association Treasurer.
- 24.05. In order to provide for a non-forfeitable tax-sheltered annuity payable upon retirement or termination of employment, an employee may contract with the Committee pursuant to Section 37B or Chapter 7I of the General Laws of Massachusetts for purchase of such annuity as part of his or her employment compensation. Such contract will specify the premium to be paid toward the annuity and the benefits payable thereunder. (this could be deleted since it is covered in another area)
- 24.06. The Association will indemnify and save or hold the Committee and/or Town harmless against all claims, demands, suits or other forms of liability which may arise by reason of any action taken in making deductions and remitting same to the Association pursuant to this Article.

ARTICLE XXV - Severability

If any provision of this Agreement or any application of the Agreement to any employee or group of employees is found to be contrary to law, then such provision or application will be deemed not valid and will be without force and effect except to the extent permitted by law; but all other provisions or applications of this Agreement will continue in full force and effect.

ARTICLE XXVI - Termination of Service

Bargaining unit employees in the Maynard School System shall give at least fourteen (14) calendar days' notice when terminating their service.

ARTICLE XXVII – Duration

This Agreement will be effective from July 1, 2019 and will continue in full force and effect until midnight June 30, 2022. Thereafter, the Association and the Committee agree that a successor agreement will be negotiated through notification by one party to the other. The Committee or the Association will give written notice of its desire to modify the contract by November 1<sup>st</sup> of the year preceding expiration of this Agreement.

APPENDIX A - Wages

Effective July 1, 2019, for all bargaining unit members, increase their hourly wages from the rate that they were earning during the 2018-2019 school year as follows:

Year One – (July 1, 2019 through June 30, 2020) Effective July 1, 2019, implement the following salary scale. All bargaining unit members shall be placed on the salary scale based on step closest to and higher than their current rate of pay, except if that placement would result in an increase of less than 1% to the bargaining unit member's hourly wage. In that case, the bargaining unit member shall be placed on the next higher step. Any bargaining unit member whose hourly wage for the 2019-2020 school year is higher than the highest step shall receive a 2% increase to their hourly wage.

<b>Step</b>	<b>Non-Degree</b>	<b>Degree</b>	<b>ABA</b>
1	\$15.04	\$16.59	\$20.05
2	\$15.25	\$16.89	\$20.40
3	\$15.54	\$17.19	\$20.71
4	\$15.79	\$17.49	\$21.02
5	\$16.04	\$17.79	\$21.33


6	\$16.29	\$18.05	\$21.64
7	\$16.54	\$18.39	\$21.97

Year Two – (July 1, 2020 through June 30, 2021) Effective July 1, 2020, there shall be a one and a half percent (1.5%) increase to the salary scale. Those bargaining unit members on the salary scale shall advance one step. Any bargaining unit member whose hourly wage for the 2020-2021 school year) is higher than the highest step shall receive a 1.5% increase to their hourly wage.

Year Three – (July 1, 2021 through June 30, 2022) Effective July 1, 2021, there shall be a one and a half percent (1.5%) increase to the salary scale. Those bargaining unit members on the salary scale shall advance one step. Any bargaining unit member whose hourly wage for the 2021-2022 school year) is higher than the highest step shall receive a 1.5% increase to their hourly wage.

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Maynard Paraprofessional Association

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Maynard School Committee

7/11/19  
\_\_\_\_\_  
Date