

**WORKING AGREEMENT**  
**BETWEEN**  
**WATERTOWN BOARD OF EDUCATION**  
**AND**  
**WATERTOWN FEDERATION**  
**OF PARAPROFESSIONALS**  
**Local #3960**

September 1, 2022- August 31, 2025

## TABLE OF CONTENTS

ARTICLE I - RECOGNITION .....	1
ARTICLE II - PAYROLL DEDUCTIONS .....	1
ARTICLE II - MANAGEMENT RIGHTS AND POLICIES .....	1
ARTICLE IV - HOURS OF WORK .....	3
ARTICLE V - VACANCIES .....	3
ARTICLE VI - WAGES .....	5
ARTICLE VII - JURY DUTY .....	5
ARTICLE VIII - DISCIPLINE .....	5
ARTICLE IX - LEAVES OF ABSENCE .....	7
ARTICLE X - GRIEVANCE AND ARBITRATION PROCEDURE .....	10
ARTICLE XI - FAIR PRACTICES .....	13
ARTICLE XII - LAYOFFS .....	13
ARTICLE XIII - UNION RIGHTS .....	15
ARTICLE XIV - LABOR MANAGEMENT .....	18
ARTICLE XV - INSURANCE .....	18
ARTICLE XVI - COMPENSATION FOR INJURY .....	20
ARTICLE XVII - SAVE HARMLESS CLAUSE .....	20
ARTICLE XVIII - SAVING CLAUSE .....	20
ARTICLE XIX - AMENDMENTS .....	20
ARTICLE XX - SHORTENED DAYS .....	21
ARTICLE XXI - SUBSTITUTION .....	21
ARTICLE XXII - MISCELLANEOUS .....	22
ARTICLE XXIII - NO STRIKE .....	23
ARTICLE XXIV - PRIOR AGREEMENT .....	24
ARTICLE XXV - HEALTH AND SAFETY .....	24
ARTICLE XXVI -ANNUAL EVALUATION .....	24
ARTICLE XXVII - GRATUITY PLAN .....	25
ARTICLE XXVIII - DURATION .....	26
APPENDIX A .....	27
APPENDIX B .....	28
APPENDIX C .....	32
APPENDIX D .....	33

This Agreement is made by and between the Watertown Board of Education (hereinafter referred to as the "District") and the Watertown Federation of Paraprofessionals, Local #3960, AFT, AFL-CIO (hereinafter referred to as the "Union").

## **ARTICLE I - RECOGNITION**

The District hereby recognizes the Watertown Federation of Paraprofessionals, Local #3960, AFT, AFL-CIO, as the exclusive bargaining representative for all employees in the designated unit, consisting of all employees engaged as special class and helping paraeducators, who work for twenty or more hours per week, excluding all other personnel employed by the District, for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, or other conditions of employment.

## **ARTICLE II- PAYROLL DEDUCTIONS**

A. With prior written authorization from an employee, the District agrees to deduct from the pay of employees covered by this Agreement such dues as the Union desires to have deducted and as such member shall agree in writing on a dues card accepted by both the District and the Union; the schedule of such deductions having been agreed upon by both the Union and the District. All of the foregoing sums shall be forwarded to the Union within ten (10) working days as indicated on the payroll dues cards submitted or as agreed to by the parties. Said forms shall continue in effect until such time as the Union provides written notice that said deductions are no longer authorized. The District will direct employee requests to cancel or change deductions to the Union, rather than to the District. Previously submitted dues cards will remain in effect for employees returning to work after re-call. The District shall be liable to the Union, without recourse to the employees, for the full amount of dues that such employer fails to remit to the Union provided the Union has complied with the provisions of this section.

B. The Union will hold the District harmless and indemnify the District for all claims, demands or liabilities arising out of the implementation of this article, including legal fees and settlement costs arising out of administrative, judicial, arbitral or other proceedings.

## **ARTICLE III - MANAGEMENT RIGHTS AND POLICIES**

Unless expressly and specifically limited, modified, abridged or relinquished by a specific provision of this Agreement, the rights, powers and authority to manage the operations of the Board, whether exercised or not, shall remain solely and exclusively vested in the Board. It shall have the sole and unquestioned right, responsibility and prerogative of management of the affairs of the Board and the direction of the working forces, including but not limited to the following:

A. To determine the organization and standards of each department or division and to manage such operations;

B. To determine the methods and levels of care, maintenance and operation of equipment used for and on behalf of the purposes of the Board;

C. To establish or continue policies, practices and procedures for the conduct of Board business, including personnel policies, and from time to time, to change or abolish such policies, practices and procedures;

D. To establish, modify, or discontinue processes or operations or to establish or discontinue their performance by Board employees. Nothing in this paragraph can allow assigning-out or subcontracting of bargaining unit work, but use of volunteers shall not be construed to be assigning-out or subcontracting;

E. To establish new or improved methods, procedures, practices, technologies or facilities which the Board may deem to be in its best interest and/or advisable for efficiency of operations and to modify any job description to accommodate such new or improved methods, procedures, practices, technologies or facilities, in accordance with the last paragraph of this Article;

F. To determine the standards of selection for employment, and to determine the number and types of employees required or desired to perform the Board's operations;

G. To employ, direct, schedule, assign, evaluate, appoint, discipline, dismiss, transfer, promote or demote employees, or to layoff, terminate or otherwise relieve employees from duty for lack of work, lack of funds, reorganization or other reason in the best interest of the Board;

H. To establish, amend, abolish and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with Board requirements;

I. To determine the content of job classifications and/or positions as may or may not be set forth in written job descriptions, to add to, delete from, modify or combine job classifications and/or positions as may or may not be set forth in written job descriptions, and to ensure that incidental duties connected with Board operations, whether enumerated in a job description or not, shall be performed by employees; after notice to and discussions with the Union and in accordance with the last paragraph of this Article; and

J. To fulfill all of the Board's legal responsibilities.

The Board shall not exercise its rights in an arbitrary, discriminatory or capricious manner. When practicable, the Board shall give the Union prior notice of changes to policies, practices, procedures and changes to job descriptions. When required by law, the Board shall negotiate with the Union regarding the impact of changes in policies, practices, procedures and job

descriptions that have substantial effect upon the terms and conditions of employment of bargaining unit members.

#### **ARTICLE IV - HOURS OF WORK**

A. The work year shall be the student school year plus three days. The three days shall be scheduled before the start of the student school year and may include professional development activities, as determined by the Administration.

B. The District retains the right to create and eliminate positions at any time, however, the hours of work for employees shall be reduced during the school year only after prior negotiations with the Union. If the issue is not resolved within fifteen (15) working days after the first discussion, then the District may reduce the employee's hours, provided however that, for the remainder of the school year, the affected employee shall continue to maintain the same level of eligibility for benefits that the employee had prior to the reduction in hours.

C. Employees will be notified in writing of their tentative assignments prior to the beginning of each school year. Said notification shall be postmarked on or before August 5. The Union President shall simultaneously receive a copy of the assignment letters by email. This assignment shall be considered "tentative" for ninety school (90) days, and as such, a change in such assignment during this period shall not be subject to the grievance process, to bumping rights or to posting requirements. Such notice shall include school(s), assignment(s), category, hours of work, and whether there is a lunch break. Notice of assignment(s) shall be subject to the District's rights and prerogatives as stated in Article III.

D. Employees who are required or who are given prior approval by their supervisors to work beyond their regularly scheduled hours shall be paid for all such additional hours worked at their regular hourly rate.

E. In the event there is a temporary increase in paraeducator hours in a particular classroom, the additional hours shall be offered to the paraeducators in that classroom on the basis of seniority, that is, the most senior paraeducator shall be offered the additional hours first. Any increase in hours for a one to one assignment shall be offered first to the paraeducator working that assignment.

F. When the District, in its sole discretion, deems it to be both feasible and in its best interest, to combine hours of work in any position, it will endeavor to do so. This provision shall not be subject to the arbitration provision of this Agreement.

#### **ARTICLE V - VACANCIES**

A. Notices of all vacancies and/or new positions, including school, assignment, category, hours of work, and whether there is a lunch break, shall be sent to the union President and posted in each school building for five (5) working days before the position is filled. All new

job postings shall include a job classification and rate of pay. In the event a vacancy and/or new position requires the employee to be qualified in accordance with the Elementary and Secondary Education Act (ESEA, the No Child Left Behind Act of 2001) or any similar state or federal law or regulation, if and when the District is covered by such laws or regulations, the requirement shall be included in the notice of vacancy and/or new position.

During summer months, in lieu of written notice to each member of the bargaining unit, such notices of all vacancies and/or new positions shall be sent to the Union President and posted in each school building and the Board of Education Administration building. Any member of the bargaining unit interested in such position(s) must apply via Applitrack. Notices of vacancies for summer session positions that occur immediately prior to or during a summer session shall be sent to the Union President and posted in each school building for two (2) working days before the position is filled.

B. The District shall take into account the following factors in the order set forth below, in determining which applicant from within the bargaining unit it shall select to fill a vacancy:

- (1) Qualifications;
- (2) Experience;
- (3) Area of specialization (e.g. learning disabilities, special education, corridor duty, etc.);
- (4) Ability of employee to perform the required duties;
- (5) The best educational interests of the District.

In the event two candidates are equal in the above categories, preference shall be given to the candidate with the most seniority. Special consideration will be given to an employee who has prior experience in the same position (e.g., corridor paraeducator, kindergarten paraeducator, etc.). The District reserves the right to hire outside the bargaining unit, should there be no qualified applicant from within the bargaining unit.

C. All bargaining unit members who apply for a paraeducator vacancy shall be granted an interview. All bargaining unit members who applied for a vacancy shall be notified in writing of the final selection, with a copy to the Union President, by interoffice mail and/or email during the school year and at home by email and/or regular mail during the summer months, within five (5) days of the position being filled.

D. Any employee who is the successful applicant for a vacancy or new position shall have a trial period of up to sixty (60) working days. If at the end of the trial period it has been demonstrated that the employee is not able to perform the duties of the new position, he or she shall be relieved of such duties, and returned to his or her previous position without loss of rights under this Agreement.

E. All employees who have completed their probationary period shall acquire the length of service records as of their date of employment. A probationary period will be extended out by

the same number of absences taken during such time. For example, if a probationary employee is absent five (5) working days during the sixty (60) working days probationary period, the probationary period will be extended by an additional five (5) working days to sixty-five (65) working days, to give the Administration appropriate time to evaluate the performance of the probationary employee.

Probationary employees shall be entitled to three (3) sick days only during their probationary period.

## **ARTICLE VI - WAGES**

A. Wages shall be paid in accordance with Appendix A attached hereto, which is hereby incorporated and made a part of this agreement.

B. All employees shall be paid on a bi-weekly basis via direct deposit.

C. Superintendent Hiring Discretion.

The superintendent may place new hires up to Step 3 set forth in Appendix A (wage schedule), provided that new employees shall not be brought in at a step higher than current employees unless the new employee has more years of experience as a paraeducator than the current employee has years of working as a paraeducator in the bargaining unit for the Board.

For example: If a current employee on Step 3 has worked in the bargaining unit for four (4) years, a new hire with four (4) years of external paraeducator experience may be placed at Step 3 at the discretion of the Superintendent. If the Superintendent decides to place a new hire above step 1, the Superintendent shall notify the Union President and provide information showing compliance with this provision.

## **ARTICLE VII - JURY DUTY**

In the event that an employee is called for jury duty, the District shall pay each employee an amount to guarantee no loss in income on account of absence from work, provided that the employee notifies the principal of his/her respective school on the first work day following notification of jury duty.

## **ARTICLE VIII - DISCIPLINE**

A. No member of the bargaining unit shall be discharged or otherwise disciplined except for just cause. This Article shall not apply to probationary employees as defined in Article XXII, C. "Disciplinary action" as used in this article shall normally be administered in the following manner: a verbal warning, written warning, suspension, and discharge. Nothing in this section shall be construed to limit the Administration's right to impose more severe discipline in cases of serious or egregious misconduct.

B. All disciplinary actions shall be applied in a fair manner and shall not be inconsistent with the infraction for which the disciplinary action is being applied. All disciplinary action shall be stated in writing. A written warning will be hand delivered to the employee at work. Verbal warnings shall be documented by the supervisor and include the date of the warning, details of the situation, and the directive for change. Employees shall receive a copy of the supervisor's documentation of the verbal warning and shall initial and date the documentation to indicate it was received. Written warnings may include information regarding any previous verbal warnings in conjunction with new or continued directives but are in the form of a written memo and must be signed and dated by the employee to show that he/she received a copy. Notice of suspension and notice of discharge are also written documents and must be signed and dated by the employee to show that he/she received a copy. Copies of all signed written warnings, notices of suspension and notices of dismissal shall be distributed as follows: one (1) to the employee, one (1) to the employee's personnel file and one (1) provided to the Union President or his/her designee.

C. No written evaluation, written warnings, reprimands, or notice of other disciplinary action against an employee shall be placed in an employee's personnel file without notice to the employee.

D. If the notice is hand delivered to the employee at work, or given orally, the time of the meeting when the employee will be given an opportunity to present his/her side of the story may be any time following receipt of the notice, including immediately following the receipt of the notice; unless additional time is required.

E. If an employee declines or fails to attend or reschedule the meeting, the appointing authority may proceed with disciplinary action consistent with the notice provided within this section.

F. Written notice of the formal disciplinary action (suspension, or dismissal) shall be sent to the employee by certified mail or served in person. A copy of such notice shall be provided to the Union President by certified mail.

G. Notwithstanding the provisions above, advance notice of suspension or dismissal may be waived in cases where: (a) the Supervisor or his/her designee determines that there is probable cause that the employee's action(s) constitutes serious misconduct affecting the welfare, health or safety of students, or employees or the protection of town property; (b) the Supervisor or his/her designee determines that there is probable cause that the employee's continued presence on the job would severely interfere with operations.

H. An employee shall be entitled to Union representation at each step of the grievance procedure.



## ARTICLE IX - LEAVES OF ABSENCE

### A. Unpaid Leave

The District may grant an employee an unpaid leave of absence for a period not to exceed one year, upon written application stating the reason(s) for the request, and length of leave desired. The leave must be taken in consecutive days and may not be used intermittently throughout a school year. Reasons for the requests shall be subject to the review and recommendation of the Superintendent. Each request for leave will be considered on its merits. Denial of such leave requests shall not be subject to the contractual grievance process. Employees on unpaid leave shall be allowed to maintain his/her medical coverage and life insurance at the group rate for the duration of the leave and at no expense to the Board.

### B. Sick Leave

1. All employees shall receive up to twelve (12) consecutive sick days per year, which shall accumulate to a maximum of one hundred thirty (130) days without loss of pay. Sick leave shall be pro-rated for any partial year of service. The Superintendent may request verification from a physician for sick leave in excess of five (5) days duration. An employee shall be required to verify sick leave of shorter duration if said employee is warned in writing prior to said absence concerning use of sick leave. All employees shall be notified by October 15 of their remaining accumulated sick leave. Sick leave may be used to meet dental or medical appointments that cannot be scheduled outside of work hours. Sick leave may be utilized in one hour intervals.
2. Upon the resignation, retirement, or death (but excluding termination) of a member of this bargaining unit the employee shall be paid for one-third (1/3) of the employee's unused sick leave for the first sixty (60) days of accumulated sick leave, plus one-half (1/2) of the next forty (40) days of the employee's unused sick leave. (For example, an employee with 100 or more sick days on the books at the time of resignation, retirement or death would receive a payment as follows: regular per diem pay rate multiplied by forty). In the case of death, the severance pay shall be paid to the surviving spouse, dependent children or estate, if there is firstly no surviving spouse and thereafter no dependent children.

### C. Sick Leave Bank

- (1) For the purpose of providing additional coverage after the exhaustion of individual annual and/or accumulated sick leave in the event of a personal catastrophic illness as evidenced by medical certification, the parties agree to establish a Sick Leave Bank on the following terms:

- (2) In order to be a participating member of the Sick Leave Bank (the "Bank"), paraeducators must contribute two (2) days of accumulated sick leave to the Bank. Once such days are contributed, they are forfeited and will not be returned to a paraeducator under any circumstances.
- (3) The Bank shall be administered by a committee of five: two representatives of the administrative staff, two members of the Union, (One executive Board member and one member at large) and the Superintendent of Schools. This committee shall consider the eligibility of paraeducators to draw from the Bank.
- (4) The following criteria shall be used by the Sick Leave Bank Committee in determining the eligibility of a paraeducator to draw from the Bank and determining the amount of leave:
  - a. A paraeducator must have worked for two (2) or more consecutive years in the District.
  - b. For requests arising out of a paraeducator's catastrophic illness, the paraeducator must first have used up all accumulated full pay sick leave.
  - c. A paraeducator must submit competent and timely evidence that a request is necessary due to a catastrophic and lengthy illness that is not covered by workers' compensation.
- (5) Upon compliance with Section C above, the Sick Leave Bank Committee may issue up to two (2) grants of days from the Sick Leave Bank for a paraeducator in connection with the catastrophic illness of the paraeducator. The cumulative total of the two (2) grants shall not exceed ninety (90) days per paraeducator.
- (6) The Sick Leave Bank shall have a minimum of twenty-five (25) days in reserve. If the number of days falls below 25, then Section A shall be reapplied. However, the total number of Sick Leave Bank days in reserve shall not exceed 400. In the event the 400 maximum is exceeded, then Section A of this Article will not be reapplied. A waiting list will be established in the event that more than 400 days has been accumulated.
- (7) The decisions of the Sick Leave Bank Committee shall be final and binding and not be subject to the grievance procedure or arbitration. In addition, the decisions of the Sick Leave Bank Committee shall not establish a practice or precedent for any purpose. The Union further agrees to save the Board of Education and the Administration harmless from any and all claims of any kind arising out of the legality of the Sick Leave Bank and its operation, including contributions to or withdrawals from the bank.

D. Personal Leave

Upon application from an employee in writing, the Building Administrator may grant up to three (3) days off per year with pay to employees. Such leave may be taken in quarter, half-day or full day intervals.

1. Graduation, illness or marriage of a member of the immediate family (parents, guardians, grandparents, spouse, sibling, child, grandchild, son-, daughter-, father-, or mother-in-law, step-child and self);
2. Birth or adoption of son or daughter;
3. Legal action;
4. To attend other important personal business that cannot be conducted outside the regular school day (one {1} day per occurrence).
5. In the event of a school cancellation due to inclement weather, a paraeducator may elect to use a personal day if he/she wishes to be paid for the day.

Personal leave for graduation shall not include preparation to attend Kindergarten, nursery school, elementary, or Junior High School graduation unless the actual graduation falls at a time which is concurrent with hours employed, or the distance traveled to attend the graduation warrants leave. This determination will be made at the sole discretion of the District or its agent.

E. Maternity Leave

The paraeducator shall request leave at least sixty (60) days prior to the anticipated birth or adoption of the child.

F. Family and Medical Leave Act

The Board will comply with its obligations under the Federal Family and Medical Leave Act ("FMLA"), codified at 29 U.S.C. section 2601 *et seq*, as amended. If the requested leave qualifies for FMLA, any accumulated paid leave must be taken concurrently with the twelve (12) weeks of allowable leave. A medical certificate acceptable to the Board shall be required for all FMLA leaves.

G. Funeral Leave

Employees shall be entitled to up to five (5) days with pay upon the death of a member of the immediate family. This leave is available per occurrence and is not to be accumulated. Further, such time shall not exceed five (5) working days commencing with the date of death. "Immediate family" shall include the spouse of the employee, fiancé/fiancée, and the parent, child, grandparent, grandchild, brother or sister of the employee or his/her spouse. This definition may also include an individual who is domiciled in the employee's household. Up to one (1) day bereavement leave may be granted by the Superintendent in cases where the deceased is not in any of the categories above but with whom the employee has a close relationship.

H. Holidays

Employees shall be paid for the following holidays at their regular daily rate of pay, provided that school is not in session on such days:

Thanksgiving	Columbus Day
Christmas Day	Memorial Day
Washington's Birthday	Veteran's Day
New Year's Day	Lincoln's Birthday
Good Friday	Martin Luther King's Birthday
Labor Day	Day After Thanksgiving

In the event that school is in session on any of the holidays set forth above, the Board will designate an alternate holiday for that day.

In addition to the above holidays, Juneteenth shall be a paid holiday if the following two conditions are met: 1) the Board closes school in recognition of the holiday, and 2) the student academic year has not yet come to a close.

I. Accountability of Time.

Employees must document all absences. All absences shall be documented as sick, personal, or any other authorized leave. Employees may not take an unpaid day or time in lieu of sick, personal or other authorized contractual leave time, except as specifically authorized under Article IX, subsection A.

**ARTICLE X - GRIEVANCE AND ARBITRATION PROCEDURE**

A. Definitions:

- (1) A "grievance" shall mean an alleged violation, misinterpretation, or misapplication of a specific provision of this Agreement;

- (2) The term "days" except where otherwise indicated, means working days, provided however, that after the last day of school, the term "days" shall mean calendar days;
- (3) The term "immediate supervisor" shall not mean a member of the bargaining unit;
- (4) Where reference is made to the Superintendent, such reference may mean a designated representative;
- (5) The term "employee" may include more than one employee;
- (6) The term "District" may mean a designated committee thereof; and
- (7) A Union representative, with or without the grieving employee, may submit a grievance and the Union may in appropriate cases submit an "institutional" or "general" grievance on its own behalf. A grievant or grievants may not process a grievance to the arbitration level without the support of the Union.

B. Procedure:

Any grievance arising between the District and the Union (or any employee represented by the Union) shall be settled in the following manner:

Step 1

The aggrieved employee and the steward if requested by the employee shall first discuss the Problem with the employee's immediate supervisor. If the matter is not satisfactorily adjusted within two (2) days, the employee and the steward shall submit the grievance in writing in no event later than fifteen (15) days from the event or condition giving rise to the grievance or from the date upon which the grievant knew or reasonably should have known of such event or condition, or the grievance will be considered waived. The written grievance shall specify the facts giving rise to the grievance, and the contract provision alleged to have been violated. The immediate supervisor shall render his decision in writing, stating reasons, and shall do so within ten (10) days thereafter.

Grievances arising from the action of an official other than the school principal or immediate supervisor may be initiated with the Superintendent or a designated representative as set forth in Section B, Step 2 below, provided however that the fifteen-day time period for filing grievances as set forth in Section B, Step 1 shall apply.

Step 2

Within five (5) days thereafter, the steward may submit the grievance in writing to the Superintendent of Schools. The Superintendent must act on such grievance and a written decision stating reasons must be given to the steward and the field representative within ten (10) days thereafter. Any agreement settling the grievance

shall be reduced to writing and signed by the parties. In the event that the steward shall be of the opinion that an employee's grievance is without merit, the Union shall not be required to process the matter any further and the steward shall so inform the employee filing the grievance and the District. There shall be no liability imposed upon the Union or the District.

### Step 3

If Steps 1 and 2 hereof have been complied with and a settlement of the grievance has not been effected, within five (5) days of receipt of the decision at Step 2, representatives of the Union may request in writing to meet with the Board or a committee designated by the Board to review the grievance. Within fifteen (15) days following the request, the Board or its designated committee shall meet with representatives of the Union, and the Board or its designated committee shall render its decision in writing within ten (10) days thereafter.

### Step 4

- (a) If Steps 1, 2 and 3 hereof have been complied with and a settlement of the grievance has not been effected, only the District or the Union may process the grievance to arbitration by submitting a written request for arbitration to the other party within thirty (30) days after the decision at Step 3. Two (2) copies of such request shall be sent to the American Arbitration Association or such other arbitrator as is mutually agreed. Arbitration shall proceed in accordance with the rules of the American Arbitration Association, or in accordance with the rules of such other arbitrator as is mutually agreed.
- (b) The costs of arbitration shall be borne equally by both parties.
- (c) The arbitrator shall hear and decide only one grievance in each case. The arbitrator or arbitration panel shall have no power in any matter to make an award which amends, adds to, subtracts from, or eliminates any provision of this Agreement. He shall be bound by and must comply with all the terms of the contract. The decision of the arbitrator shall be final and binding on all parties.

## C. General Provisions:

- (1) Failure at any step of this procedure to communicate a decision within the specified time limits shall be deemed denial of the grievance and shall permit the aggrieved to proceed immediately to the next step. Failure at any step to appeal within the specified time limits shall be deemed to be acceptance of the last decision rendered.

- (2) When grievance meetings are scheduled during working hours, the grievant and one union representative will be excused from duties with no loss of pay.
- (3) Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. However, the time limits specified may be extended by mutual agreement in writing.

## **ARTICLE XI - FAIR PRACTICES**

A. The District agrees to continue its policy of not discriminating against any employee on the basis of race, creed, color, national origin, age, sex, marital status, sexual orientation, gender identity or expression, ancestry, present or past history of mental disability, learning disability or physical disability, including, but not limited to blindness, or membership or participation in, or association with, the activities of any employee organization, and to provide a workplace free from harassment.

B. The Union agrees, in accordance with its constitution to continue to admit persons to membership without discrimination on the basis of race, creed, color, national origin, age, sex, marital status, sexual orientation, gender identity or expression, present or past history of mental disability, learning disability, or physical disability, and to the extent required by law represent equally all employees without regard to membership or participation in, or association with, the activities of any organization.

C. Paraeducators should submit a resignation notice to their Building Principal and the Director of Special Education and Pupil Personnel Services at least two (2) weeks prior to their resignation date.

## **ARTICLE XII - LAYOFFS**

- A. For the purposes of layoff these are the current classifications (please see Appendix B for classification descriptions)<sup>1</sup>:

Classification I	Advanced Paraeducators
Classification II	Instructional Paraeducators
Classification III	General Paraeducators

If layoffs become necessary, an employee may bump the least senior employee in the same classification based on bargaining unit seniority. The least senior employee in a given classification can bump the least senior employee in a lower classification who has less seniority, provided the paraeducator is qualified for the position as determined by the Superintendent. Such decision may not be arbitrary or capricious. For purposes of this

---

<sup>1</sup> Classification I is the highest classification, Classification III is the lowest classification.

provision, seniority shall mean bargaining unit seniority, which shall mean an employee's term of uninterrupted service beginning with the date of hire into the unit, irrespective of their classification. In no event, however, shall a layoff result in a promotional opportunity and/or an increase in compensation.

B. Employees who will be placed on the recall list will be notified in writing at least ten (10) working days prior to the effective date of the layoff.

C. An employee who is laid off under this Article shall have recall rights as follows:

- (1) The affected employee shall have recall rights by seniority to positions in the category classification from which he/she was laid off. If no employee on the recall list was laid off from that classification, the most senior employee on the recall list shall have recall rights to a position for which the paraeducator is qualified. Employees with recall rights to an available position shall have first opportunity to take such position before such available position is posted.
- (2) No person shall be newly employed until all persons on the recall list have been notified by certified mail at their last known address of all postings. Failure to respond to notice of an opening within ten (10) working days of mailing shall be deemed a refusal to accept reemployment.
- (3) An employee shall have recall rights for a period of two (2) years from the effective date of layoff.
- (4) An employee who is laid off shall have the option to be paid out for the employee's sick time, in accordance with Article IX, Section B(2) at the time of layoff or when removed from the recall list. An employee who has been laid off shall not be entitled to any other payment or accrual of any compensation or fringe benefits, whether or not the employee remains on the reappointment list. However, an employee who is re-appointed from the list shall be entitled to reinstatement of any benefits earned or accrued at the time of layoff and further accrual of salary increments and fringe benefits shall resume where they left off. Notwithstanding the preceding sentence, however, in the event a laid off employee chooses to be paid out for his/her sick time in accordance with Article IX, Section B(2) at his/her time of layoff, and he or she is later recalled to work, he or she resumes work with zero accumulated sick time. No years of layoff will be credited as years of service for compensation or retirement purposes.
- (5) When an employee is recalled for an open position as covered by this contract other than a position in which the employee previously served, then the recalled employee would be on a trial period for up to 60 working days. If it has been demonstrated that the employee is not able to perform the duties of this new



position, the employee would be relieved of these duties and placed back on the recall list without loss of rights under this agreement.

- (6) When an employee is notified of an available position he/she must exercise his/her recall rights within ten (10) working days by notifying the Superintendent or his/her designee of the employee's intent to accept or refuse recall to that available position. An employee who refuses recall will remain on the recall list by seniority for the remainder of his/her recall period.

### **ARTICLE XIII - UNION RIGHTS**

A. The Union may hold meetings in school buildings immediately before or after school with permission from the affected building principal on at least three days' notice. Such meetings shall not interfere with regular assignments.

B. The District agrees to furnish a copy of this agreement to each employee. New employees shall receive a copy within five (5) working days of his/her hire. Active employees shall receive a copy within thirty (30) days after execution of a new agreement.

C. Personnel files:

- (1) Employees shall have the right, by appointment during regular office hours, to inspect their own personnel files (except with respect to information obtained in the course of the hiring process), to make a copy of, and to make a written comment about, anything therein. However, employees shall not have the right to remove the file or any of its contents from the Administration office. There shall be only one (1) official personnel file, which shall be maintained at the Administration office.
- (2) A file may be updated at the request of an employee and with the agreement of the Superintendent or his designee.
- (3) When material other than ordinary personnel records is placed in an employee's personnel file, the employee shall also receive a copy. Such copy shall contain a notation indicating its placement in the employee's personnel file (e.g. "cc: Personnel File").
- (4) No anonymous material concerning an employee shall be placed in his/her personnel file nor shall new material derogatory to an employee be placed in the file unless the employee has had an opportunity to sign it and has been given a copy of the material. If the employee refuses to sign, a union representative shall sign the material and be provided with a copy. Any record of disciplinary action will be retained in the official personnel file.

D. Seniority:

The District shall prepare a list of all employees, of the bargaining unit showing their seniority in length of service within the bargaining unit from last date of hire and deliver the same to the Union President on November 15th of each year. Seniority shall not be broken by authorized leaves of absence or transfer to a new position within the bargaining unit.

E. The Union President shall be given a copy of all correspondence relating to Union business sent to any member(s) of the bargaining unit. Confidential correspondence shall be excluded from this provision.

F. District representatives shall deal exclusively with Union designated representatives, or Executive Board members in the processing of grievances or any other aspect of contract administration.

G. Representation:

Union members who are required to attend grievance sessions, disciplinary meetings, or negotiations during working hours shall be paid at their regular hourly rate, upon submitting proof of attendance.

H. List of Representatives:

The Union shall annually furnish the District with a list of all building representatives and Executive Union staff representatives authorized to represent employees covered by this Agreement. The Union shall promptly provide the District with any changes to such list.

I. Bulletin Boards:

The District will furnish reasonable bulletin board space at each building. Bulletin board space shall not be used for material that is of a partisan political nature or is inflammatory or derogatory to the District or any of its officers or employees. The Union shall limit its posting of notices and bulletins to such bulletin board space.

J. Access to members and facilities.

The Union shall have (1) the right to meet with individual employees on the premises of the District during the workday to investigate and discuss grievances, workplace-related complaints and other workplace issues and (2) the right to conduct worksite meetings during meal periods and during other paid or unpaid breaks, and before and after the workday, on the employer's premises.

K. Union Orientation.

The Union shall have the right to meet with newly hired employees within the bargaining unit within thirty (30) calendar days from the date of hire for up to one (1) hour. The meeting shall occur during regular working hours and without charge to the pay or leave time of the employees, for one (1) hour. No more than two local union representatives will be released from work to attend a given orientation. The time and location of such orientation shall be determined by mutual agreement of the Union and the District. The Board will provide appropriate coverage for employees attending orientation. If the Board conducts a new employee orientation, the Board shall provide the Union with the opportunity to conduct union orientation at such orientation at a mutually agreeable time.

L. Use of electronic mail.

The Union shall have the right to use the electronic mail systems of the Board to communicate with bargaining unit members regarding collective bargaining, the administration of collective bargaining agreements, the investigation of grievances, other workplace-related complaints and issues, and internal matters involving the governance or business of the Union. The Board will create an "email group" so the Union can communicate with all bargaining unit members about such workplace and union business related matters.

M. Notice of new employees.

Within ten (10) days of hiring a new employee, the District will notify the Union president or designee of the new employee and include in an editable digital file format the employee's name, job title, department, work location, work email, work telephone number and home address.

N. Bargaining Unit Information.

In addition to the union's right to employee information pursuant to state law, beginning on January 1, 2023, and every one hundred twenty calendar days thereafter, the District shall provide the exclusive representative, in an editable digital file format, the following information: Each bargaining unit employee's name, job title, worksite location, work telephone number, date of hire, work electronic mail address, home address. The Board shall email the list to the union president and the AFT Field Representative.

The District will not provide bargaining unit member's personal information to any third-party except for legitimate operational needs or when required by law. The District will promptly notify the Union and the affected employee(s) if any such request is made pursuant to the Connecticut Freedom of Information Act.

## **ARTICLE XIV - LABOR MANAGEMENT**

A. To ease communication between the parties and to promote a climate conducive to constructive employer-employee relations, joint labor-management committees shall be established at the District level to discuss the implementation of this Agreement and other matters of mutual interest. This committee shall include up to three (3) representatives from the bargaining unit and up to three (3) representatives from the Administration. Each party shall have the right to select its committee members. Among the matters which this committee may review are affirmative action matters, employee productivity, work schedules, safety and health issues and other issues pertaining to the provisions of this Agreement.

B. Labor management committee meetings may be requested by either party and shall be scheduled at a mutually convenient time as soon as practicable. Agenda items may be submitted by either party, and if practicable, one (1) week in advance of a meeting. The Committee will meet at least 3 times each school year.

C. Approved time spent in such meetings shall neither be charged nor considered as overtime worked.

D. Labor management committees shall have no authority to negotiate agreements, but may exchange letters of understanding and/or approved meeting minutes.

## **ARTICLE XV - INSURANCE**

A.(1) Effective upon ratification of this Agreement, employees who work twenty-five (25) or more hours weekly may elect to receive coverage for him/herself and family. Notwithstanding this sentence, employees hired before April 1, 2017 who work less than 25 hours per week shall be eligible to participate in the High Deductible/HSA Plan set forth below.

The Board shall provide no less than two (2) weeks of prior notification of any change and the amount of the change in payroll deductions for insurance contributions.

The District shall provide employees with group life insurance coverage in the amount of \$30,000.00.

A.(2) High Deductible/Health Savings Account (HSA) Plan (as set forth in Appendix D).

The High Deductible/HSA plan shall be the sole insurance plan. For each year of the collective bargaining agreement, the deductible for the High Deductible/HSA plan shall be \$2,000 for single coverage and \$4,000 for family coverage.

For each year of the collective bargaining agreement, the Board will fund fifty percent (50%) of the applicable HSA deductible amount for each full-time employee who elects coverage under the High Deductible/HSA Plan (with pro-rated funding of the deductible for employees hired after April 1<sup>st</sup>).

In addition to the above, the HSA plan will include the following elements:

	In-Network	Out-of-Network
Annual Deductible (Individual/Aggregate Family)	\$2,000/4,000	\$2,000/4,000
Co-insurance Maximum (Individual/Aggregate Family)	Not applicable	\$2,000/4,000
Cost Share Out of Pocket Maximum (Individual/Aggregate Family)	\$3,000/\$6,000	\$5,000/10,000

The Board's full contribution toward the HSA deductible will be deposited into the HSA accounts on or about April 1. The parties acknowledge that the Board's contribution toward the funding of the HSA plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed employees. The Board shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment. If the High Deductible/HSA plan is implemented after the start of the insurance contract year, the Board's contribution toward the funding shall be pro-rated for that year.

The parties acknowledge that the Board's contribution toward the funding of the HSA plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed paraeducators. The Board shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment.

Effective April 1, 2023, eligible employees shall pay 10.5% of the cost for coverage under the High Deductible/HSA. Effective April 1, 2024 this shall increase to 11.0%; effective April 1, 2025, this shall increase to 11.5%.

B. The Board of Education reserves the right to change any insurance carrier at any time providing it gives prior notice to the Union and providing that the Board certifies in writing to the Union that the insurance coverage under the substituted carrier's policy is essentially equivalent to or better than the coverage under the policy then in effect.

C. An HRA shall be made available for any active employee who is precluded from participating in the H.S.A because the individual is enrolled in Medicare and/or receives veterans' medical benefits through the VA. The annual maximum reimbursement by the Board shall equal the Board's annual deductible contribution for those in the HSA.

D. Dental insurance shall be available for individuals at the HDHP/HSA premium rate set forth above. Paraeducators may have the option to purchase employee plus one or family dental coverage. In such event, the Board will pay the same total dollar amount toward the premium cost of the employee plus one or family dental coverage as the Board pays towards the premium cost for the single dental coverage plan. The paraeducator shall pay 100% of the difference between the Board's total dollar premium contribution and the total premium cost of the employee plus one or family dental coverage plan.

E. At the request of either party, the parties agree to meet to discuss the feasibility of alternative insurance plans.

#### **ARTICLE XVI - COMPENSATION FOR INJURY**

If an employee is receiving workers' compensation payment and is absent from work due to an injury in the course of his/her employment, for a period of up to one calendar year, the Employer shall give the employee the option of using his/her sick time to make up the differences between worker's compensation payments and the employee's regular pay, if the employee so chooses.

#### **ARTICLE XVII - SAVE HARMLESS CLAUSE**

The obligation of the District to protect and save harmless its employees in damage suits is provided for in Section 10-235 of the General Statutes.

#### **ARTICLE XVIII - SAVING CLAUSE**

If any provision of this contract is, or shall at any time be, contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law, and any substitute section shall be subject to appropriate consultation with the Union. In the event that any provision of this contract is, or at any time shall be contrary to law, such provision shall be severed from this Agreement, and all other provisions shall continue in full force and effect.

#### **ARTICLE XIX - AMENDMENTS**

This Agreement may be amended or modified by the mutual agreement of the parties, although it is recognized that neither party has any obligation to negotiate such amendment or modification during the life hereof.

## **ARTICLE XX - SHORTENED DAYS**

If the school day is shortened because of inclement weather, conferences, before a holiday or other scheduled or unscheduled early dismissal days, the District agrees to pay the paraeducators affected their normal day's pay. On such days, employees shall be released after students are released. When school has been cancelled for inclement weather, employees shall not be required to report to work, provided, however that an employee may elect to use a personal day if he/she wishes to be paid for that day. On high school exam days, employees assigned to the high school shall have the following options: 1) leave when the students are dismissed and be paid only for hours actually worked; or 2) work their normal day assisting where needed, as determined by the Administration, and be paid a full day's wages.

On planned shortened days known as "protocol days" in the District, paraeducators, at the discretion of the Administration, shall be provided with professional development training. When professional development is offered on such days, paraeducators are required to attend and will be paid for a full, regular work day. On planned shortened days when professional development is not offered by the Administration, paraeducators shall be allowed to leave after students are released and shall be paid for their normal day's pay. Paraeducator protocol days shall be indicated on the Board approved school calendar in each school year. The Administration may designate up to a maximum of four (4) protocol days each school year.

Training shall be offered, as needed, to paraeducators during the workday. If it is impossible for some employees to attend training during the workday because of their specific positions, as determined by the District the training session(s) will be offered after school for those employees. If an employee can only attend a session after school, the District shall pay such employee(s) on an hourly basis for the time they spend attending the District's after school training session(s).

## **ARTICLE XXI - SUBSTITUTION**

Whenever possible, a qualified substitute will be hired when a teacher is absent or required to attend to school business outside of the classroom. When a teacher is absent or required to conduct school business outside of the classroom, and a substitute is not available, a paraeducator may be asked to provide coverage for the classroom for a limited time. In such circumstances, the paraeducator who covers the classroom for thirty (30) consecutive minutes or more shall be paid at the rate of an additional \$14.00 per hour, retroactive to the time the teacher left the room. Effective July 1, 2023, the rate shall increase to \$15.00 per hour. Under no circumstances, shall the paraeducator provide direct academic instruction to students during that time.

Contract language is often imprecise and cannot cover every conceivable situation. Accordingly, the intention of the parties must be reflected in practice. In addition, good faith and fair dealing is an essential element of every agreement. For example, serial 30-minutes absences of the teacher from the classroom throughout the course of the school day without

compensation, is inconsistent with the intention of this provision. On the other hand, tracking and accumulating minutes that a teacher may leave a classroom and demanding premium pay in such situation is equally inconsistent of the spirit of this language.

It is, therefore, incumbent upon the parties to be mindful of both the pedagogical interests of our students and fairness to members of our staff in applying this language to the hopefully rare instances that a teacher may be required to be absent from the classroom.

## **ARTICLE XXII - MISCELLANEOUS**

### **A. Special Conferences**

When an employee of the unit attends a conference during working hours with prior approval of the Superintendent, he/she shall do so with no loss of pay. The District shall pay registration and conference fees as approved in advance.

### **B. Mileage**

When an employee of the unit is required by the school system to use his/her own vehicle in the course of his/her employment, he/she shall be reimbursed for such mileage at the IRS reimbursement rate.

### **C. Probationary Employees**

All newly hired employees shall serve a probationary period of sixty (60) working days. Such probationary period may be extended by an additional thirty (30) days by mutual agreement of the Board and the Union. Probationary employees may be terminated at the sole discretion of the Board at any time during the probationary period. Neither the probationary employee nor the Union may grieve or arbitrate such termination.

### **D. Flexibility**

The parties agree that the purpose of flexibility within paraeducator job assignments should be the maximum educational achievement for the students of Watertown. In order to achieve this goal, paraeducators may be required to accompany some or all of their students out of their assigned classroom. Paraeducators shall not be required to perform personal hygiene duties for students except for those paraeducators who accepted that job duty as part of their assignment.

### **E. Personal Hygiene Stipend**

Employees who perform personal hygiene tasks as a part of their normal duties, e.g., toileting for students who on a regular basis have no control over bodily functions, such as bowel movements, and are in grade one or higher or diapering for students who, on a regular basis



have no control over bodily functions, such as bowel movements, are totally diaper-dependent for these purposes and are in grade one (1) or higher shall receive a one-time \$500.00 per year stipend, increased to a \$600.00 one-time per year stipend if the student is in high school or middle school, even if he or she performs personal hygiene tasks for multiple students, payable in equal installments in accordance with the Board's payroll periods and pro-rated for any partial year of service. The Board shall determine the condition of the student for purpose of providing this stipend.

Employees who perform personal hygiene tasks, as defined in the preceding sentences, during the summer shall receive a one-time \$75.00 stipend, even if he or she performs hygiene tasks for multiple students, in one lump sum payment subject to all applicable withholdings, on or about September 1 of each year. An employee who earns the \$500 or the \$600 stipends set forth above during the academic year may also be eligible for the \$75.00 summer stipend provided he or she performs such personal hygiene tasks.

F. Annual Stipends for Advanced Paraeducators. Any employee assigned to a position that requires specialized ABA: Registered Behavior Technician (RBT)/ Behavior Technician (BT) training and/or certification, shall be paid an annual stipend of Twenty One Hundred Dollars (\$2,100) in addition to his/her regular hourly rate for the said contract year. Eligibility for this stipend shall immediately terminate if an employee is assigned to a position that does not require ABA: RBT /BT training and/or certification. The stipend shall be paid in equal installments in the paraeducator's paychecks for the school year (prorated for assignments that last less than a full school year).

Any employee assigned to a position that requires specialized training/certification for the Wilson Reading System shall be paid an annual stipend of Eighteen Hundred Dollars (\$1,800) in addition to his/her regular hourly rate for the said contract year. Eligibility for this stipend shall immediately terminate if an employee is assigned to a position that does not require Wilson Reading Training/Certification. The stipend shall be paid in equal installments in the paraeducator's paychecks for the school year (prorated for assignments that last less than a full school year).

An Advanced Paraeducator may be eligible for both the Wilson Reading and the ABA: RBT/BT stipends provided he or she is required to use such training in his or her regular, daily job assignment.

### **ARTICLE XXIII - NO STRIKE**

The Union agrees that it will not authorize, instigate, sanction, condone, honor picket lines or engage in any strike, concerted refusal to render services, or interference with the orderly operation of the Watertown School System by any group, union or association.

#### **ARTICLE XXIV - PRIOR AGREEMENT**

This Agreement represents the complete Agreement of the parties and supersedes any previous Agreements. Any previous Letters of Understanding, Memorandums or Agreements not specifically incorporated or attached hereto are hereby null and void.

Both parties however recognize that existing past practices are still relevant with regard to the interpretation of ambiguous contract language.

#### **ARTICLE XXV - HEALTH AND SAFETY**

A. The following shall apply to paraeducators assigned to a student who has a chronic or acute condition that requires nursing assessment and/or specialized health care procedures for health support at various times during the school day for short or long time periods:

1. Training in use of support equipment (wheelchairs, walkers, breathing apparatus and other enabling devices) and proper techniques for lifting and removal shall be provided.
2. Copies of emergency evacuation procedures shall be provided.
3. All paraeducators assigned to students who have chronic or acute conditions that require nursing assessments and/or specialized health care procedures for health support at various times during the school day for short or long time periods, shall be notified of such assignments by August 5th or as soon as such assignments become necessary.

B. Paraeducators shall be provided with copies of the Board's exposure control plan for blood borne pathogens and of policies concerning aids, hepatitis B and other communicable diseases.

C. The provisions of this Article shall be subject to the grievance procedure set forth in this Agreement but shall not be subject to arbitration.

#### **ARTICLE XXVI - ANNUAL EVALUATION**

Employees' annual evaluations are to be completed on or before the last day of the student year. Paraeducators shall receive a copy of any evaluation statement of their work performance or conduct which is placed in their permanent personnel folder. Paraeducators shall be given an opportunity to answer any such evaluation statement placed in their folder, and their written answer shall be attached to the evaluation statement in the folder and signed by the paraeducator.

## ARTICLE XXVII - GRATUITY PLAN

A. Upon voluntary termination, ten (10) years of service \$750 with a \$50 increase for each of the next five (5) years and \$100 increase for the following five (5) years, meaning:

10 years of service	\$ 750
11 years of service	\$ 800
12 years of service	\$ 850
13 years of service	\$ 900
14 years of service	\$ 950
15 years of service	\$1000
16 years of service	\$1100
17 years of service	\$1200
18 years of service	\$1300
19 years of service	\$1400
20 years of service	\$1500

At twenty (20) years of service the gratuity freezes at \$1500.

B. A ninety (90) day notice will be required before the gratuity is available to the terminating employee.

C. For income tax purposes, the employee may elect to receive the gratuity in the calendar year following termination of employment.

D. A full time employee is defined as an employee who works a minimum of thirty (30) hours per week.

E. Part time employees may accrue years of service toward eligibility in the gratuity plan. The eligibility will be a pro-rated figure based upon the number of hours worked weekly in relationship to full time employees as defined in Section E.

F. The benefit will be paid to the estate or named beneficiary for any employee who dies and would have been eligible for benefits under this plan.

G. Employees hired on or after September 1, 2018 shall not be eligible for this benefit.

## ARTICLE XXVIII - DURATION

### Negotiation over Successor Agreement and Budget

A. This Agreement shall become effective upon signing and shall remain in full force and effect until and including August 31, 2025. It is understood that, in accordance with Public Act 75-570: An Act Concerning Binding Arbitration, negotiations on contract renewal or modification must begin at least 120 days prior to the expiration of the contract.

B. During negotiation, the District and the union shall confer at reasonable times appropriately scheduled with regard to the budgetary calendar and exchange relevant data, points of view, proposals, and counterproposals. The District shall provide the Union with materials and/or information necessary to discuss salaries, fringe benefits, and working conditions. It is understood that the materials shall relate only to the Union.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representative to affix their signatures this day 17 of February, 2023.

WATERTOWN BOARD OF EDUCATION

WATERTOWN FEDERATION  
OF PARAPROFESSIONALS

Wmpaumba  
\_\_\_\_\_  
\_\_\_\_\_

Karen Stinger  
Susan DiStasi  
\_\_\_\_\_

**APPENDIX A**  
**WAGE SCHEDULE**

Step	9/1/2022	9/1/2023	9/1/2024
	4.82% below max.	4.0 % below max.	4.0% below max.
GW	6.82% @ max.	6.0% @ max.	6.0% @ max.
1	15.90	16.54	17.20
2	16.69	17.35	18.05
3	17.57	18.27	19.00
4	18.52	19.26	20.03
5	21.21	22.49	23.84

Employees hired before July 1, 2022, who are not on the maximum step, shall advance one step on the wage schedule retroactive to September 1, 2022. There shall be no step advancements during the 2023-24 and 2024-25 contract years.

Each July 1st the District shall make the following longevity payment to each employee working twenty (20) hours or more who has by July 1st of each year completed the following continuous years of service with the Watertown Board of Education:

After 5 years continuous service - \$100  
 After 10 years continuous service - \$250  
 After 15 years continuous service - \$500

This provision shall not apply to employees hired into the bargaining unit on or after July 1, 2023.

## APPENDIX B

### Watertown Board of Education Paraeducators' Job Categories

#### Classification Descriptions

Title	Description
<b>IMPORTANT NOTE:</b> In the Watertown Public Schools, all paraeducators across classifications are PMT trained annually, at the district's discretion, and are expected to implement PMT strategies on an as needed basis.	
<b>Classification I:</b> Advanced Paraeducators	<p>Advanced Placement Special Education Paraeducators work with special education students requiring highly specified programming which can only be provided with distinct staff training. Advanced Placement Paraeducators may include but are not limited to Structured Literacy Providers, Behavior Technicians and Registered Behavior Technicians trained in Applied Behavior Analysis strategies (more specific descriptions included below.) Advanced Placement Special Education Paraeducators are appointed on an annual basis, however, Advanced Placement Special Education Paraeducators may be required to temporarily work in programs and with students, other than those primarily assigned, based upon the ongoing needs of the district provided the Paraeducator remains in Classification I.</p> <p style="text-align: center;"><b><u>Academic/ Structured Literacy Certifications</u></b></p> <p><b>1. Wilson Reading System</b> A paraeducator with WRS Certification demonstrates deep content knowledge of skillful research-based strategies in reading. Paraeducators who are WRS certified have a very sophisticated working knowledge of the sound-symbol system of English (phonology), the rules that govern English spellings (orthography), and its structure (morphology), as well as the use of specific diagnostic techniques in teaching decoding and encoding, and strategies for vocabulary, fluency, and comprehension.</p> <ul style="list-style-type: none"> <li>● <b>Introductory</b></li> <li>● <b>Level 1</b></li> <li>● <b>Level 2</b></li> </ul>

	<p style="text-align: center;"><b><u>Applied Behavioral Analysis (ABA) Roles</u></b></p> <p><b>1. Registered Behavioral Technician (RBT)</b></p> <p>A Registered Behavior Technician (RBT) is a paraeducator certification in behavior analysis. RBTs assist in delivering behavior analysis services and practice under the direction and close supervision of an RBT Supervisor and/or an RBT Requirements Coordinator, who are responsible for all work RBTs perform.</p> <ul style="list-style-type: none"> <li>a. Works under the supervision of a certified BCBA</li> <li>b. An earned high school diploma</li> <li>c. Complete 40 hour RBT training</li> <li>d. Successful completion of an internal RBT Competency Assessment administered by the District at no cost to the paraeducator (<b>Note:</b> A paraeducator may take an external RBT assessment/exam at 100% cost to the paraeducator. The external exam is voluntary and not required by the District).</li> <li>e. Successful background check</li> </ul> <p><b>2. Behavior Therapist (BT)</b></p> <p>A Behavior Therapist (BT) provides services to children who have been outplaced to our program due to social, behavioral, and/or academic needs. A Behavior Therapist, works under the guidance of Special Education Teachers and Board Certified Behavior Analysts (BCBA) to implement each student's educational and behavioral programs.</p> <ul style="list-style-type: none"> <li>a. Minimum of 2 years of college or associates degree in Psychology, Special Education or related field.</li> <li>b. Preferred experience working directly with children with autism in a behavioral format.</li> <li>c. Excellent interpersonal, organizational and communication skills in order to work cooperatively within the classroom</li> </ul>
--	--

	<p><b>Behavior Technician (BT) or Registered Behavior Technician (RBT) Stipend</b></p> <p>Eligibility for the BT or RBT stipend (additional hourly wage) for Watertown paraeducators includes the following components:</p> <ul style="list-style-type: none"> <li>● must be assigned to a district social and emotional learning program or 1:1 with a student who requires ABA or intensive behavior intervention and deemed eligible by the Director of Special Education and Pupil Personnel Services.</li> <li>● obtain 40 hours of qualified online training while maintaining their position for one year. These training hours are available through the <u>free</u> RBT Training course provided through the <u>Autism Partnership Foundation</u>.</li> <li>● successfully demonstrate their understanding of applied behavioral analysis concepts through a performance based competency assessment completed under the direction of a district Board Certified Behavior Analyst.</li> <li>● can complete the RBT Certification exam outside of work hours. The cost of the test or time to complete the assessment is the responsibility of the paraeducator.</li> <li>● receive ongoing supervision by the BCBA for the length of their assignment</li> </ul> <p>Paraeducators who transfer or receive a new assignment that no longer requires the use of the RBT certification will no longer receive the stipend.</p>
<p><b>Classification II:</b> Instructional Paraeducators</p>	<p>Instructional Paraeducators include general and special education paraeducators for Kindergarten, General Classroom, and those assigned primarily to students in a particular classroom(s) or program(s), as well as one-to-one paraeducators, assigned primarily to an individual student(s). Instructional Paraeducators work with students with a variety of academic, social, emotional and/or behavioral needs across a variety of settings.</p>



	<p>There shall be three subcategories of Instructional Paraeducators:</p> <p><b>Category A:</b> One to One Special Education Program Paraeducator assignments may be determined by a Student's IEP and/or assigned with specific programs based on the needs of the school district. Paraeducators in this category may work with students across all categories under IDEA. However, paraeducators may be required to work in programs other than to that which she/he is primarily assigned, based upon the needs of the school district.</p> <p><b>Category B:</b> Special Education Program Paraeducators may be assigned to a classroom or program based on the needs of the school district. Paraeducators in this category may work with students across all categories under IDEA. However, paraeducators may be required to work in programs other than to that which she/he is primarily assigned, or be temporarily assigned to work, one-to-one, based upon the needs of the school district.</p> <p><b>Category C:</b> Integrated Regular Education Program Paraeducators may be assigned to a program based upon the needs of the district, including district-wide pre-school programs, VOED Grant, Kindergarten, Developmental Kindergarten, classroom, Alternative School, enhanced day care, etc. However, paraeducators may be required to work in programs other than to that which she/he is primarily assigned, or be temporarily assigned to work, one-to-one, based upon the needs of the school district.</p>
<p><b>Classification III:</b> General Paraeducators</p>	<p>Paraeducators in this classification work across multiple school settings. Paraeducators include but are not limited to Computer Technology, Cafeteria, Locker Room and Hallway Paraeducators. Paraeducators are evaluated by and report directly to an assigned building administrator. Although Paraeducator assignments are annual appointments, there may be circumstances when Paraeducators may be required to temporarily work in programs and with students, rather than the primary assignment, based upon the ongoing needs of the district. Such changes in assignment may cross categories.</p>

**APPENDIX C - CIGNA INSURANCE PLAN**

**Insurance Plan Summary will be inserted when received**

## **APPENDIX D - ADMINISTRATIVE DIRECTIVE**

**TO:** Building Principals  
Teachers  
Paraprofessionals

**FROM:** Superintendent Blaise Salerno

**RE:** Determination on Students Requiring Lifting

---

- a) If a Paraprofessional provides service to student(s) and a specific problem or concern develops concerning transferring (lifting) the student the Paraprofessional shall advise the teacher of the problem. The teacher shall inform the principal of the problem or concern.
- b) A meeting shall be called by the principal and shall include the special education supervisor, the physical therapist, principal, teacher, paraprofessional and school Registered Nurse.
- c) The Principal shall advise the Paraprofessional of the reasonable determination with five (5) days when possible but in any event not longer than ten (10) days from the notification in (a) above.



**Board of Education**  
**10 DeFOREST STREET**  
**WATERTOWN, CONNECTICUT 06795**  
**Telephone: (203) 274-5411**

**RICHARD C. BRIGGS**  
**Superintendent of Schools**

August 30, 1983

Mrs. Joyce Dufresne, President  
Watertown Federation of Paraprofessionals  
Pawnee Road  
Watertown, Connecticut 06795

Dear Mrs. Dufresne:

This letter is in response to your grievance dated June 30, 1983 and our meeting on this subject which was held on Thursday, August 25, 1983. Present at this meeting were you and your staff representative Mr. Lionel Williams, Mr. Huot and myself. You will recall that we both had agreed to waive time limits and thus, the delay in the hearing date. As a result of our meeting, I indicated the following:

1. All summer jobs will be posted in accordance with contract and the rate of pay will be as prescribed in said contract.
2. I am taking steps by writing this letter and sending copies to appropriate personnel, to see that everyone is aware of the provisions in the contract and follows then.
3. All follow up procedures subsequent to the posting will also be in accordance with contract; i.e., notifications, interviews, appointments, etc.

I believe you will find this letter consistent with our agreement as the meeting previously explained in this letter. If this is not the case, kindly let me know.

Sincerely yours,

Richard C. Briggs  
Superintendent of Schools

RC3: hb

cc: Dr. Pelosi  
Mr. Huot  
Mrs. Hackett



**Board of Education**  
10 DeFOREST STREET  
WATERTOWN, CONNECTICUT 06795  
Telephone: (203) 274-5411

BLAISE A. SALERNO  
Superintendent of Schools

**MEMORANDUM**

TO: All Paraprofessionals  
Ms. Joyce Dufresne  
All Building Principals

FROM: Blaise A. Salerno

RE: PARAPROFESSIONALS' WORK SCHEDULES ON DELAYED OPENING  
DAYS

DATE: April 8, 1992

From time to time, the District decides to delay the opening of school for reasons related to emergencies or inclement weather.

It is recognized that some paras begin their work schedules at times different from the normal school building starting time of the school building to which they are assigned. In those cases, it is expected that paras will report to school at the time that the school building is opened for students.

In the event that a para's starting time on a normal working day is substantially beyond the opening time of the emergency schedule, the paras will report at her/his regularly scheduled starting time.

In the event that the para is scheduled to begin work before students normally begin the school day, the para will be at her/his work station at the same amount of time prior to the opening of the school building as would occur on a normal work day.

To further clarify the District's position the following examples are provided.

- A. Normal school starting time – 9 a.m.  
Normal para reporting time – 9:30 a.m.

On a day when school opening is delayed 90 minutes, students would arrive at the building at 10:30 a.m.; the para would report to work at 10:30 a.m.

B. Normal School starting time – 9 a.m.

Normal para reporting time – 11:30 a.m.

On a day when school opening is delayed 90 minutes, students would arrive at the building at 10:30 a.m.; the para would report to work at 11:30 a.m.

C. Normal school starting time – 9 a.m.

Normal para reporting time – 8:45 a.m.

On a day when school opening is delayed 90 minutes, students would arrive at the building at 10:30 a.m.; the para would report to work at 10:15 a.m.

In situations where the paras hours correspond with the opening time of school for students, the paras would be expected to be in their buildings at the time the students arrive.

In the event there are any situations which have not been addressed above, please contact your building administrator so that a decision can be made on the specific case by the Office of the Superintendent.

I appreciate your cooperation in this matter and hope that this clarifies the issue.

BAS/mic

cc: Ms. A. Grover

Mr. P. Isabelle