

# Collective Bargaining Agreement

Lawrence Federation of Paraprofessionals  
and  
Lawrence Public Schools

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July 1, 2019 through June 30, 2022

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## PART I – INTRODUCTION

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

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

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

### ARTICLE 1 - PARTIES AND FEDERATION RECOGNITION

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

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

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

### ARTICLE 2- DEFINITIONS

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

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

#### ARTICLE 5 - DURATION OF AGREEMENT

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

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

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

#### ARTICLE 6 - FAIR PRACTICES

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

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

#### ARTICLE 7 - PAYMENT OF DUES

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

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

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

### ARTICLE 13 - BULLETIN BOARDS

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

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

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

### ARTICLE 15 - SCHEDULE FOR FEDERATION PRESIDENT

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

### ARTICLE 16 - LEAVE FOR CONFERENCES AND CONVENTIONS

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

### ARTICLE 17 - GRIEVANCE PROCEDURE

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

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

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

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

#### Part IV: Evaluation and Supervision

Article 36:	Evaluation **Under the standards set forth in the evaluation document	Arbitration**
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#### Part V: Compensation: Benefits

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

#### Part VI: Compensation: Salaries

Article 53:	Wage Increases (July 1, 2019) **Explicit salary commitment from Human Resources: Arbitration; all else Mediation	Hybrid**
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after presentation at step 4, mediation of the grievance may be initiated in accordance with the following provisions.

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

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

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

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

#### Section 2: Translation Duties Study Committee

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

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

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

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

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

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

The District has empowered school communities to make decisions at

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

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

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

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



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

#### ARTICLE 22 - WORK DAY

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

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

#### ARTICLE 23 - ACADEMIC CALENDAR

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

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

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

#### ARTICLE 24 – PARAPROFESSIONAL HIRING AND PROMOTIONS

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

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

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

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

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

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

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

#### ARTICLE 28 - SENIORITY

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

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

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

#### ARTICLE 30 - REDUCTION IN FORCE

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

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

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

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

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

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

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

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

#### ARTICLE 34 - NOTICES AND ANNOUNCEMENTS

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

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

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

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

#### ARTICLE 35 - ASSISTANCE IN ASSAULT CASES

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

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

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

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

## **PART V COMPENSATION: BENEFITS**

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

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

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

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

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

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

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

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

#### ARTICLE 40 - ORGANIZED RESERVED FORCES

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

#### ARTICLE 41 - PERSONAL LEAVE

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

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

#### ARTICLE 42 - PARENTAL LEAVE

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

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

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

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

#### ARTICLE 43 - FUNERAL LEAVE

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

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

#### ARTICLE 49 - LIFE INSURANCE

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

#### ARTICLE 50 - PENSION

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

#### ARTICLE 51 - TUITION REIMBURSEMENT

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

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

#### ARTICLE 52 - MILEAGE ALLOWANCE

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

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

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

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

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

Section 4: Rate schedule

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

ARTICLE 57 - METHOD AND TIME OF PAYMENT

The employer may require direct deposit of employee paychecks.

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

ARTICLE 58 – HOLIDAYS

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

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

ARTICLE 59- VACATION DAYS

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



ARTICLE 65 – LONGEVITY

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

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

ARTICLE 66 – OTHER COMPENSATION

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



**NOTES**