

AGREEMENT  
Between the  
**CARVER SCHOOL COMMITTEE**  
and the  
**EDUCATION ASSOCIATION  
of  
PLYMOUTH AND CARVER**

Education Support Professionals Unit

September 1, 2021 - August 31, 2022

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## **ARTICLE I** **RECOGNITION**

For the purposes of collective bargaining with respect to wages, hours, and other conditions of employment, the negotiation of collective bargaining agreements, and any questions arising there under, the Carver School Committee ("School Committee") recognizes the National Education Association ("NEA"), the Massachusetts Teachers Association ("MTA") and Education Association of Plymouth and Carver ("Association") as the exclusive bargaining agents and representatives of the following employees of the Committee:

All full-time and regular part-time education support professionals employed by the Carver School Committee, including Paraprofessionals, Job Coaches, Monitors, and Specialized Therapeutic Paraprofessionals, but excluding all managerial, confidential, and casual employees, and all other employees of the Carver School Committee.

Unless otherwise indicated, the employee(s) in said Unit above will hereinafter be referred to as "Education Support Professionals" or "Employee(s)."

## **ARTICLE II** **GRIEVANCE PROCEDURES**

### **A. Definitions**

1. A grievance is defined as a complaint by the Association, the Committee, an Employee or Employees, based upon an alleged violation of or variation from one or more terms or provisions of the Agreement or the interpretation or application thereof.
2. A "party-in-interest" is the person or persons making the claim, the Association, the Committee, and/or any person who might be required to take action or against whom action might be taken in order to resolve a claim.
3. "Business day." During the school year, this term shall mean any day when school is in session for students. During the summer break, this term shall mean any day on which the Office of the Superintendent of Schools is open for business.

### **B. Purpose**

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise, affecting the welfare or working conditions of Employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate.

2. Nothing herein contained will be construed as limiting the right of any Employee having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention by the Association, provided the adjustment is not inconsistent with the terms of this Agreement, and that the Association has been given the opportunity to be present at such adjustment and to state its views.

### **C. Procedure**

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered as maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

If, at the end of ten (10) business days following the occurrence of any act or condition that may be the subject of a grievance, or the date of the first knowledge of its occurrence by any Employee affected by it, the grievance shall not have been presented at Level One of this procedure, the grievance shall be deemed to have been waived. Any grievance in course shall also be deemed to have been waived if the action required to present it to the next level in the procedure shall not have been taken within the time specified therefore.

In the event that a grievance is filed on or after June 1, which if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as possible.

Level One: The grievance shall be presented in writing by the Employee and/or Association to the principal or to the appropriate immediate supervisor of the Employee on the Grievance Form, as agreed on by the Association and the Committee. In order to be processed, the grievance must include a statement of the alleged facts giving rise to the grievance, a reference to the specific provision or provisions of the Agreement allegedly violated, and the specific remedy requested. The principal or supervisor shall respond in writing within five (5) business days.

Level Two: If the grievance is not resolved at Level One, the Employee and/or Association may present the grievance in writing, as set forth above, to the Superintendent within ten (10) business days following the Level One response (or if there is no such response, the due date therefore). The Superintendent shall respond in writing within ten (10) business days of receipt.

Level Three:

1. If the grievance is not resolved at Level Two, the Employee and/or Association may present the grievance in writing, as set forth above, to the School Committee within ten (10) business days following the Level Two response (or if there is no response, the due date therefore). Within ten (10) business days or the next regularly scheduled School Committee meeting, whichever comes first, the School Committee shall meet with the Association and the Employee, in an effort to settle the grievance. The Committee shall respond to the grievance in writing within ten (10) business days following such meeting.
2. In the event that the Committee has a grievance against the Association and/or any Employee, the grievance will commence at Level Three. The Committee will notify the Association in writing relative to the alleged grievance. Within five (5) business days after receiving the written grievance the Association President or his/her designee will meet with the Committee for the purpose of discussing and/or resolving the grievance. The Association shall respond in writing to the grievance within ten (10) business days of such meeting.

Level Four:

1. If the Association/Employee grievance is not resolved at Level 3, the Association may, within twenty (20) business days after the reply of the School Committee (or if there is no response, the due date therefore), present the grievance for arbitration to the American Arbitration Association for disposition in accordance with the applicable rules of the American Arbitration Association.
2. If the Committee grievance is not resolved at Level 3, within twenty (20) business days after the reply of the Association (or if there is no response, the due date therefore), the Committee may present the grievance for arbitration to the American Arbitration Association for disposition in accordance with the applicable rules of the American Arbitration Association.
3. Grievance Resolution: The Arbitrator shall have jurisdiction only over disputes arising out of grievances as defined in this Article. The Arbitrator shall be without power and authority to do the following:
  - a. to add to, modify, or subtract from the provisions of this Agreement;
  - b. to rule on an issue which has been excluded from the grievance and arbitration provision of this Agreement;
  - c. to rule on an issue which is reserved by law to the Committee;

- d. to modify or negate decisions and/or policies of the Committee which are made pursuant to its rights or authority under the law, and/or its management rights, provided these decisions and/or policies do not violate a provision or provisions of this Agreement;
- e. to make an award which may cause or require the Committee to violate State or Federal Law, or any rules, regulations, or decisions issued under the authority of the Commonwealth of Massachusetts or of the United States Government;
- f. to award any relief for any period of time prior to the date of the submission of the grievance or the date by which the aggrieved party knew or could, with reasonable diligence, have known of the act or condition on which the grievance is based;
- g. the Arbitrator may not substitute his/her judgment for that of the Committee nor its agents when they exercise their judgment pursuant to their reserved rights or to their authority under the law, provided the judgment of the Committee or its agents does not violate a provision or provisions of this Agreement.

4. The decision of the Arbitrator, if within the scope of this jurisdiction, shall be final and binding upon the parties hereto except for review or confirmation as provided for by M.G.L. Chapter 150C and/or other applicable laws, and the Arbitrator shall be requested to issue a decision within thirty (30) days after the conclusion of testimony and the submission of briefs;
5. Compensation for the services of the Arbitrator will be borne equally by the Committee and the Association, but each party shall bear its own expenses for the presentation of its own case.
6. If any Employee shall present any grievance without representation by the Association, the disposition, if any, of the grievance shall be consistent with the provisions of this Agreement; and if the Association shall so desire, it shall be permitted to be heard at each level of the procedure under which the grievance shall be considered.

#### **D. Grievance Mediation**

The party seeking arbitration may, together with the notification of intent to arbitrate, offer to the other the option to join in grievance mediation. Grievance mediation shall not be deemed an alternative to arbitration of the grievance and may be conducted simultaneously with the utilization of the arbitration procedure.

In the event the parties agree to submit the grievance to grievance mediation, they shall jointly petition the Board of Conciliation and Arbitration to initiate

expedited mediation. The mediation shall be conducted in accordance with the grievance mediation rules and/or procedures of the Board of Conciliation and Arbitration.

It is understood by the parties that the respective positions of the parties in attempting a mediated resolution of the dispute in no way shall prejudice the parties and their respective positions in the event no settlement is reached in mediation and the matter continues to arbitration.

#### **E. Rights of Employees to Representation**

1. No reprisals will be taken by the Committee or by any member of the administration against any party in interest, any school representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.
2. A party in interest may be represented at any stage of the grievance procedure by a person of his own choosing except a representative or officer of any labor organization other than the Association. When an Employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

#### **F. Miscellaneous**

1. If, in the judgment of the Association, a grievance affects a group or class of Employees, the Association may submit such grievance in writing to the Superintendent directly, and the processing of such grievance will be commenced at Level Two. The Association may process such a grievance through all levels of the grievance procedure, if a majority of those affected wish it to be done.
2. Decisions rendered at Levels One and Two of the grievance procedure will be in writing, setting forth the decision and the reasons therefore, and will be transmitted promptly to all parties in interest and to the President of the Association.
3. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants, and will be available to the President of the Association and administrators included in the proceedings.
4. Forms for filing grievances, serving notice, taking appeals, making reports and recommendations, and other necessary documents will be jointly prepared by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

5. Attendance by Employees and Association representatives at Level Four grievance meetings held during the school day shall constitute authorized absence without loss of pay.

### **ARTICLE III** **MANAGEMENT RIGHTS**

The parties recognize that the Committee is a public body established under and with powers provided by the General Laws of the Commonwealth of Massachusetts, and that the Superintendent and principals are provided with powers and responsibilities under such laws and nothing in this Agreement shall derogate from those powers and responsibilities. The Committee, Superintendent and principals retain those rights, powers, and duties they now have, may be granted, or have conferred upon them by the General Laws of the Commonwealth.

The parties further recognize and agree that, except as otherwise specifically relinquished, abridged, or limited by terms or provisions of this Agreement, the Committee, Superintendent and principals continue to retain, whether exercised or not, the right, power, and authority to exercise the duties, powers, responsibilities, and rights provided by the Laws of the Commonwealth and applicable rules and regulations of administrative agencies issued under such Laws.

The Association recognizes that the Committee has responsibility for establishing and implementing educational policies of the public schools covered by this Agreement, for the management of such schools, and the direction of their operation.

No action taken by the Committee, Superintendent or principals with respect to such rights and responsibilities shall be subject to the Arbitration provisions of the Agreement unless such action violates a provision or provisions of the Agreement.

Consistent with this Agreement, the Employer, Superintendent, and principals shall have the right and responsibility for the management of the affairs of the school system and the direction of the working forces including, for example, the following:

- A. To determine the care, maintenance and operation of the equipment and property used for and on behalf of the purposes of the Employer.
- B. To establish or continue policies, practices, and procedures for the conduct of the Committee's business and from time to time, change or abolish such policies, practices, and procedures, provided such policies, practices, and procedures or the change in or abolition thereof do not violate a provision or provisions of the Agreement.
- C. To determine work schedules and assignments of Employees.
- D. To select and determine the number and types of Employees required to perform the Committee's operations.

- E. To evaluate the Employees' work performance, subject to the parties' collective bargaining obligations pursuant to Chapter 150E of the M.G.L. or other applicable Law.
- F. To employ, transfer, or demote Employees, or to layoff, terminate, or otherwise remove Employees from duty for lack of work or other legitimate reasons in accordance with this Agreement and the Law.

The listing of the specific rights of management in this Article is not intended to be nor shall be considered restrictive of any other rights of the Committee, Superintendent or principals provided by the Law and/or this Agreement.

## **ARTICLE IV** **EMPLOYMENT**

Employees are employed on a one-year annually renewable basis. Employees will be notified in writing of their job status for each ensuing year by June 30th.

New Employees shall serve a (ninety) 90-day probationary period and may be dismissed without cause any time during this period at the discretion of the Superintendent. Thereafter, an Employee appointed for a particular school year can expect to remain employed for the full school year, subject to dismissal for just cause or reduction in force due to changes in enrollment, educational needs of students, or economic constraints.

In the event of a reduction in force during a school year, Employees will be laid off based upon reverse seniority so long as all other factors are substantially equal. Other factors to be considered include but are not limited to training, experience, past performance, the needs of a particular student, and considerations related to a particular assignment. Seniority for the purpose of this article is based upon the Employee's most recent period of unbroken service in the bargaining unit.

Upon written request submitted to the Superintendent/designee, laid off individuals who had been employed beyond the probationary period will be considered for rehire for assignments that become available within six months of the effective date of layoff. Nothing herein mandates such rehire.

## **ARTICLE V** **ASSIGNMENT OF RESPONSIBILITIES AND WORK YEAR**

At the time of initial employment and annually thereafter, Employees who have been appointed for the school year will be given a letter of employment that sets forth the anticipated assignment, including the hours and days on which they will be working. Reasonable efforts will be made to inform employees of assignments by August 1st, but such assignments are subject to change at any time. In the event the Superintendent/designee receives a written request from an Employee for a particular assignment, such request will be considered. Seniority may be considered in all matters related to available assignments. Assignments are not subject to grievance and arbitration procedures.

The work year shall consist of the number of days school is in session for students, plus the day prior to the first day of school for students, and one day for professional development, as provided by Article VII. The day prior to opening will be used for Employee orientation and preparation for the opening of school which may include meeting with teachers where appropriate. For Employees in special education, the work year consists of the number of days school is in session for students, plus the day prior to the first day of school for students, as provided by Article VII, but this may vary depending upon the student's specific educational plan. Work beyond the regular school year will be compensated for at the employee's hourly rate set forth in Appendix A.

## **ARTICLE VI** **WAGES/TRAVEL REIMBURSEMENT**

- A. Schedule. The wage schedule for Employees is set forth in Appendix A.
- B. Placement on the Schedule. The Superintendent has the discretion to consider prior experience and other relevant factors in determining initial placement on the wage schedule.
- C. Method of Payment. Payment will be made based on the hourly rate for the number of hours worked, annualized into twenty-one (21) equal payments. Payment will be made every other week. Effective with the 2019-2020 work year, an employee may choose to instead be paid in twenty-six (26) equal payments, with the final six (6) of these payments made in a lump sum during June. Employees requesting 26 equal payments will do so on a form distributed by the employer and returned to the Business Office prior to the last day of school, to become effective for the subsequent work year.
- D. Direct Deposit. Employees will have the option of direct deposit of payroll checks to those area banks providing this service.
- E. Extended Work Hours and Overtime. An Employee is permitted to work beyond his/her regularly scheduled hours (as set forth in the Employee's letter of employment) only with advance written authorization of the Superintendent or designee. In the event an Employee is required to work in excess of forty (40) hours in one week, the Employee shall receive pay at a rate one and one-half hours times his/her regular rate.
- F. Paid Lunch. Full-time Employees in grades Preschool-5 shall have a paid duty-free lunch period of at least thirty (30) minutes in length. Full-time Employees in grades 6-12 shall have a paid duty-free lunch period of at least twenty-five (25) minutes in length.
- G. Substitution for Absent Teachers. When an Employee is among the staff assigned to cover a teacher's class for more than 30 minutes or for the entire period at the middle school and high school level, the Employee will receive his/her hourly rate of pay and an additional amount of \$8.50 dollars per hour.

- H. Travel Reimbursement. In the event an Employee is required to travel between work sites, mileage reimbursement shall be at the rate provided for employees of the Town of Carver.
- I. Longevity Pay. Longevity will be payable annually on the Employee's anniversary date upon completion of the following years of service:

completion of year 5, 6, 7, 8, 9 .....	\$175.00
completion of year 10, 11, 12, 13, 14 .....	\$325.00
completion of year 15, 16, 17, 18, 19 .....	\$600.00
completion of year 20 and subsequent years .....	\$800.00

Years of service for the purpose of determining longevity pay under this Article shall be based upon the Employee's most recent period of unbroken service in the Carver Public Schools. Leaves of absence shall not be considered as breaks in continuous service. Leaves shall be defined as those days which were mutually agreed upon by both the School Committee and the Employee.

- J. An Employee will receive his/her current hourly rate of pay for any and all hours of service to the Carver School System.
- K. Any Employee whose regular assignment is away from the school building(s) shall receive one dollar (\$1.00) per hour in addition to his/her normal hourly rate of pay for all such off-campus hours. This provision shall not apply to field/class trips.

## **ARTICLE VII** **PROFESSIONAL DEVELOPMENT** **AND EDUCATIONAL IMPROVEMENT**

- A. All Employees are expected to participate in six hours of training/orientation on the day prior to the first day of school for students. Further, Employees may be required by their immediate supervisor to attend meetings and professional development scheduled in district at times other than the Employee's regularly scheduled work hours, so long as adequate notice of the requirement to attend is provided. Employees will be compensated at the regular rate of pay for required attendance as authorized in writing by the Superintendent or designee.
- B. The Employer agrees to reimburse Employees for professional development pre-approved by the superintendent or his/her designee in an amount not to exceed \$300 per fiscal year for any one Employee and not to exceed a total of \$4,200 per fiscal year for the unit. Approvals will be limited to professional development related to Pre-K through 12 education. To receive the reimbursement, the Employee must provide evidence of course completion, including a transcript where available.

- C. The employer agrees to provide time off at no loss of compensation for up to three (3) Employees to attend the MTA Annual Meeting or the MTA ESP conference.
- D. Employees shall attend one (1) paid professional development day per year. This professional development day shall not be scheduled as the first day of the work year or the last day of the work year.

## **ARTICLE VIII** **EMPLOYEE EVALUATION**

- A. Evaluation. A performance review shall be completed by the Director of Special Education, or the Building Principal by the conclusion of the first six months for new Employees and at least annually thereafter. Evaluation reports shall be communicated orally and in writing to the Employee being evaluated. The Employee may, at his/her option, have a conference with the evaluator prior to signing the completed evaluation form. The Employee shall sign to acknowledge s/he has received a copy of the evaluation. Such signature in no way indicates agreement with the report. The Employee will have the right to submit a written response for review by the Superintendent and evaluator and attached to the file copy.
- B. Evaluation Form. The Association and the Committee agree to a study committee to periodically review and recommend revisions to the evaluation form (attached as Appendix B). The study committee shall be composed of up to three (3) members designated by the Committee and up to three (3) members designated by the Association. The form in use shall remain in full force and effect until a new one is agreed upon.
- C. Personnel Files. The Employer will provide an Employee with the opportunity to review and/or obtain copies of his/her personnel file within five (5) business days of receiving a written request for such review.

No material, originating after initial hiring, which is derogatory to an Employee's conduct, service, character, or personality, will be placed in the Employee's personnel file unless the Employee has been afforded an opportunity to review the material. The Employee shall acknowledge that s/he has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents. The Employee will also have the right to submit a written response to such material to be attached to the file copy.

## **ARTICLE IX**

### **LEAVES**

A. Personal Illness. Employees will be credited with ten sick leave days at the beginning of each work year. Sick leave days are cumulative to one hundred (100) days.

In addition to personal illness or injury, paid sick leave may be utilized for the following purposes:

1. One (1) day when emergency illness or injury in the family requires an Employee to make arrangements for necessary medical and nursing care.
2. A maximum of ten (10) paid days per school year for a serious illness in the immediate family, which shall include the Employee's spouse, child, son/daughter-in-law, parent, sibling, or a resident member of the Employee's household. It is understood that the granting of leave under this paragraph is upon the condition that the Employee's personal attention is necessary for the care of the member of the household and that no other capable person is available to perform such care.

B. Personal Leave.

1. In any school year, an Employee will be granted two (2) days of paid leave to conduct personal or legal business under the following conditions:
  - (a) It is recognized that the absence of the Employee from work interrupts and diminishes the scheduled work of employees and must therefore be kept to a minimum. It is understood that employees will make every effort to attend to their personal business on non-working hours and that requests for personal leave will be submitted only when every effort has been made to schedule business so as to not interfere with their duties.
  - (b) Application for personal leave (except in cases of emergency) will be made at least seventy-two (72) hours before taking such leave and shall be subject to the approval of the Superintendent of Schools. Under no circumstances may a day be taken for the purpose of extending a weekend, vacation or holiday. However, if said day abuts a vacation or holiday or if the Employee seeks to use two days at a time, the Superintendent is authorized to approve use of such day(s) only for an urgent need.
2. A form for Employee Personal Leave will be mutually agreed upon.

3. The number of personal days granted to Employees on any given day may be limited by the Superintendent or designee in the light of staffing needs in each individual building.
4. Unused personal leave shall be added to the Employee's sick leave accumulation.

C. Leave for Adoption or Birth. Employees are eligible for unpaid leave in connection with the birth or adoption of a child to the extent provided by the Massachusetts Maternity Leave Act (M.G.L. Chapter 149, Section 105D) and/or the Family Medical Leave Act. To the extent the Employee has accrued paid sick leave, Employees giving birth shall be entitled to substitute that accrued paid sick leave for periods of disability due to maternity, provided a doctor's certification attesting to disability is given.

D. Bereavement. Up to five (5) days in the event of death of an Employee's spouse, child, son/daughter-in-law, parent, father/mother-in-law, sibling or other resident member of the immediate household. Employees shall be granted up to four (4) days at a time in the event of death of an Employee's grandfather, grandmother, brother/sister-in-law, uncle, aunt, niece, or nephew unless said relative is a member of the immediate household in which event the Employee will be entitled to the aforesaid five (5) days. Employees will be granted up to one (1) full day for an acquaintance or family member not otherwise described in this paragraph. It is agreed that if an additional bereavement day is necessary, it may be taken as a personal day under this article.

E. Part-time Employees. All leaves for Employees considered part-time (less than twenty hours per week), will be prorated, commensurate with the number of hours they regularly work per week.

F. Religious Leave. Two (2) days without loss of pay may be taken where established religious discipline makes it mandatory upon the Employee to be absent from school. However, if the Employee believes that a third day is necessary to fulfill his/her religious obligations, this third day may be taken with the provision that an amount equal to the daily compensation rate of a substitute teacher will be deducted from his/her salary on the payment following said absence. Paid leave pursuant to this provision may be granted only for a day on which school is in session.

G. Jury Duty. An Employee called for jury service shall be excused from his/her normal duties for each day or a substantial part thereof which he/she serves and shall be paid the difference between his/her normal per diem salary and the payment received for such service for each day of day served or substantial part thereof.

- H. Court Proceedings: One (1) day's leave with pay for appearance in any court proceeding in which the Employee has been subpoenaed to testify as a witness, provided that the Employee is not a party to the legal proceedings.
- I. Unpaid Leave: Unpaid leave of one or more days may be granted at the sole discretion of the Superintendent.
- J. Leave in Addition to Paid Sick Leave: Leaves taken pursuant to Article IX, with the exception of Section A (Personal Illness), will be in addition to any paid sick leave to which the Employee is entitled. No Employee will be required to arrange for his/her own substitute.

## **ARTICLE X** **STANDARDS OF ATTENDANCE**

The parties to this Agreement agree that consistent attendance of Employees is essential to providing education of the highest possible quality to students. Employees are expected to be at work on a regular, continuing, and consistent basis. An excessive or unusual amount of absence from work is contrary to the employer's attendance expectations and requirements.

Such excessive absenteeism or unusual pattern of absence (including unexcused absences prior to or following a holiday, school vacation period, weekend, or leave) on the part of an Employee may warrant an explicit explanation to the Superintendent or designee. The Superintendent or designee may require an Employee to produce a medical certificate of disability from a regularly licensed and practicing physician when an Employee's use of sick leave is reasonably suspected of being excessive. The Committee reserves the right to monitor and record Employee absenteeism from the workplace regardless of its cause. The Superintendent or designee(s) may meet with, talk to, or otherwise communicate with Employees concerning their attendance. Employees may, at their option, have an Association representative present as an observer at any such meeting. The Employer reserves any rights it may have under the law and this Agreement with respect to issues concerning Employee attendance.

## **ARTICLE XI** **PROTECTION**

- A. Employees will immediately report in writing to the principal for transmission to the Superintendent all cases of injury, assault, or abusive conduct suffered by them in connection with their employment.
- B. In the event an Employee is receiving Worker's Compensation benefits in accordance with M.G.L. c152, §69, said Employee will be paid his/her normal weekly salary provided that he/she first gives his weekly Worker's Compensation check, properly endorsed, to the Town of Carver. Said benefit shall cease upon the exhaustion of the Employee's sick leave accumulation.

- C. The Committee and the Association are committed to maintaining a safe and healthful workplace. Employees who are aware of health and safety issues should bring them to the attention of their building principal. If the issue remains unresolved after a reasonable period of time, the Employee should provide a written description of the issue to the Superintendent, who will respond in writing within fourteen days. If the Employee is still not satisfied, the matter may be brought to the attention of the Committee.
- D. The Committee will continue to provide the indemnification for Employees provided by Chapter 258 of the M.G.L. under the conditions set forth in that Section.

## **ARTICLE XII**

### **INSURANCE**

Employees may participate in all life insurance, accidental death and dismemberment insurance, hospital, medical and surgical insurance benefits provided by an insurance plan adopted and maintained by the Town of Carver, to the extent provided by applicable statutes.

## **ARTICLE XIII**

### **DUES DEDUCTION**

- A. The Employer will deduct from the salaries of Employees dues for the Education Association of Plymouth and Carver, the Massachusetts Teachers Association, and the National Education Association, as said Employees, individually and voluntarily authorize, in writing, the Employer to deduct, and to transmit the monies promptly to such associations.
- B. The Employer will make such other salary deductions as are agreeable both to the Association and the Committee.

## **ARTICLE XIV**

### **GENERAL**

- A. The Committee will, upon request, provide the Association with any information which may be necessary in the preparation for or conduct of negotiations, or in the processing of grievances.
- B. The cost of printing this Agreement will be borne equally by the Association and the Committee.
- C. This Agreement constitutes the entire Agreement of the Committee and the Association arrived at as a result of collective bargaining negotiations, except such amendments hereto as shall have been reduced to writing and signed by the parties. Failure by the Association and/or the Committee in one or more instances to enforce any provision or provisions of this Agreement shall not be construed as a waiver of said provision or provisions.

D. Use of School Facilities

1. The Association may request the principal for the use of school facilities at reasonable times for meetings with an Association purpose in accordance with the Committee's policy and procedure for the use of school buildings. Such requests must have the approval of the principal of the building. The principal of the building will be notified in advance of the time and place of such meeting.
2. The Association will pay for any costs for such activities in accordance with Committee policies.
3. There will be one (1) bulletin board in each school building, which will be placed in the faculty lounge, for the purpose of displaying professional notices, circulars, and other Association material. Copies of all such material will be given to the building principal, but his/her advance approval will not be required.

E. Each year prior to July 1, the Association will provide the Committee with a list of the Association's officers.

F. Employees may request of the School Committee reasonable and actual value amounts of reimbursement for any clothing, eyeglasses, or similar personal property damaged or destroyed in the course of his/her employment. These Requests may not be unreasonably withheld.

G. Any document that the Employer is aware of that is presented to Employees from third party entities which require a signature from the Employee must be provided in advance to the Association for review. No employee shall be prejudiced by refusing to sign said document without such counsel.

**ARTICLE XV**  
**VACANCIES AND TRANSFERS**

For purposes of the Agreement, a vacancy shall be defined as any position which becomes vacant as a result of retirement, transfer, resignation, termination, death, or is newly created.

1. Whenever a vacancy occurs in a new or existing position, the Association president and all employees will receive an electronic copy of the posting as soon as it is posted and prior to the position being filled. When possible, the Administration will make best efforts to post the position for five consecutive business days prior to the position being filled. In addition, the vacancy will be publicized by means of a notice placed on the appropriate bulletin board(s) and/or on the district web site as soon as possible.
2. The qualifications for the position, its duties, the rate of compensation, and the final date of acceptance of applications will be clearly set forth.

3. Any person interested in filling vacancies must apply in writing and/or electronically to the Administration before the end of the posting period.
4. Unit member(s) may request a voluntary transfer to any vacant position. The request will be in writing and submitted to the Superintendent.
5. Applicants will receive notification of whether or not they were appointed to the position.

## **ARTICLE XVI** **DELAYS AND EARLY RELEASES**

- A. All Employees covered by this Agreement will be paid their regular day's pay when there are delayed openings or early releases due to weather or any other emergency conditions.
- B. When school is not in session for students, Employees will not be expected to report to work.

## **ARTICLE XVII** **PERSONAL CARE ASSISTANCE**

In some circumstances, the regular job duties of a member of the Education Support Professionals unit will include assisting students with personal care, including toileting. Such students may require regular:

- Diaper changing
- Toileting assistance and/or training
- Assistance in the bathroom with dressing
- Assistance in the bathroom with personal care (washing, wiping, etc.)

In circumstances where a unit member will regularly be required to provide such care, it is understood that the Carver Public Schools will:

- Provide members with training in appropriate procedures and guidelines
- Provide members with appropriate materials and supplies such as gloves, wipes, plastic bags for wet or soiled clothing, containers for disposals, etc.
- Develop plans to address the personal care needs of the student should the member be absent

The District, in consultation with the intensive special education teacher, may assign one or more Employees who work in substantially separate programs for students with severe special needs to take a lead role in diapering and/or toileting students who require such assistance on a regular and ongoing basis. Assuming that the assignment continues for period of no less than 90 days during a particular school year, the Employee will receive a stipend of five hundred dollars (\$500.00) per year, to be paid at the conclusion of the school year. Employees whose assignment in this lead role continues through a summer program will receive an additional \$100.

Nothing herein is intended to relieve Employees who are not assigned to a lead role under this paragraph of the responsibility of diapering and toileting students as the need arises.

At the middle and high school levels, unit members will work with the school nurse in a team approach to this task. No Employee at the middle and/or high school level will be expected to provide personal care assistance, including toileting, to a student alone.

The employer will make reasonable efforts to inform the Employee in their initial/annual appointment letter if it is anticipated that the position will require the Employee to provide regular personal care/toileting assistance. In addition, in the event the Employee's assignment is designated as a lead role eligible for the stipend set forth above, the appointment letter will so state. Further, the annual PCA summer stipend of \$100.00 will be noted in the summer assignment letter if applicable.

### **ARTICLE XVIII** **CONTINUITY OF OPERATIONS**

No public employee or employee organization shall engage in a strike as defined in M.G.L., Chapter 150E, and no public employee or employee organization shall induce, encourage, or condone any strike, work stoppage, slowdown, or withholding of services by such public employees.

### **ARTICLE XIX** **ENTIRE AGREEMENT**

Except as otherwise modified in writing by the parties, this Agreement is the entire Agreement as to all matters which were properly subject to collective bargaining and neither the Association nor the Committee is obligated to engage in any further negotiations during the term of this Agreement. Furthermore, as to any matter not specifically covered by the terms of this Agreement, the Committee, Superintendent and Principals may exercise all rights that they have pursuant to state law and the exercise of any such rights shall not be subject to the Grievance and Arbitration Procedure.

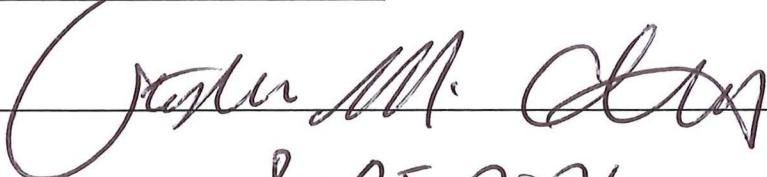
If any provision of the Agreement or any application of the Agreement to any Employee shall be found contrary to law, then such provisions or applications shall not be deemed valid and non-enforceable except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

**ARTICLE XX**  
**DURATION**

Unless otherwise specified herein, this Agreement shall be in effect from September 1, 2021 through August 31, 2022 and shall continue to remain in full force and effect until a successor agreement is reached. In the event the Association wishes to enter negotiations for a successor agreement, the Association shall notify the Committee in writing no later than sixty days prior to its expiration.

**IN WITNESS** of this Memorandum of Agreement having been ratified by the Committee and the Association, their authorized representatives hereby affix their hands and seals.

For the Carver School Committee:

  
Date: 8-25-2021

For the Education Association of Plymouth and Carver:

  
Date: 9-10-21

## APPENDIX A

### **Carver Education Support Professionals Wage Schedule**

Hourly rates for all Paraprofessionals, Job Coach and Non-Bus Monitors

Add \$0.45 ATB

Former Step	ESP Salary Grid Step	Column 1	Column 2
1a	1	\$15.70	\$16.70
1b	2	\$15.85	\$16.85
1c	3	\$16.01	\$17.01
2a	4	\$16.16	\$17.16
2b	5	\$16.32	\$17.32
2c	6	\$16.48	\$17.48
3a	7	\$16.64	\$17.64
3b	8	\$16.80	\$17.80
3c	9	\$16.96	\$17.96
4a	10	\$17.13	\$18.13
4b	11	\$17.30	\$18.30
4c	12	\$17.46	\$18.46
4d	13	\$17.63	\$18.63
4e	14	\$17.81	\$18.81
5	15	\$17.98	\$18.98

Hourly rates for all Specialized Therapeutic Employees

At the time of this Agreement, the following personnel, who must have certification, are considered to be Specialized Therapeutic Employees: Speech Language Assistants, Certified Occupational Assistants, Physical Therapy Assistants, Board Certified Assistant Behavior Therapists, TVI Assistant (i.e., Assistant to Teacher of the Visually Impaired, and Registered Behavior Technicians.

The following rates will apply to these positions. After initial placement on the schedule, movement for each step shall be based on one year of service.

Specialized Therapeutic Employees	
Step	Hourly Rate
1	\$ 23.45
2	\$ 24.45
3	\$ 25.45
4	\$ 26.45
5	\$ 27.45

From time to time an Employee who has not been appointed to a position of Specialized Therapeutic Employee may be assigned to perform the responsibilities of the position on an hourly basis. Such assignment is contingent on the Employee being properly certified for the role and contingent upon written authorization in advance from the Superintendent or designee for a specified number of hours of service. In such circumstances, the Employee shall be paid at Step 1 of the above schedule for the hours served in this role.

### Tutorial Hourly Rate

The district shall seek qualified members of the Educational Support Professionals Unit to tutor students who are unable to attend school, or have been recommended to receive extra help through tutoring. Employees who apply and are assigned by the administration to provide tutorial services to district students will be compensated in their regular paycheck at a rate of \$21.00 per hour.

### Bus Monitors

Bus Monitors hired on or after September 1, 2018 will be paid according the Bus Monitor Rate Chart below. This applies to those who work as bus monitors only. Those employed as a Paraprofessional who also work as a bus monitor will receive the Paraprofessional rate for time spent as a bus monitor. All monitor work other than bus monitoring will be paid on the Paraprofessional wage scale.

### Bus Monitor Rate

\$13.95/hour

### Other Compensation: Applicable to all Employees

\$500 one-time stipend issued in the June 24, 2021 payroll

\$500 one-time stipend issued in the first April 2022 payroll

## APPENDIX B

### Carver Public Schools Educational Support Professionals Evaluation Form Year \_\_\_\_\_

Name: \_\_\_\_\_

Check One: SPED  Title I  Aide

School: \_\_\_\_\_

Supervising Teacher: \_\_\_\_\_

	Not applicable	Outstanding	
Satisfactory			
Needs Improvement			
1. Assist, under the immediate supervision of the teacher, in preparing the student(s) for mainstreaming into regular school/work programs.			
2. Assist, under the immediate supervision of the teacher, in implementing the student's educational program.			
3. Works with small groups of students to reinforce concepts initially introduced by the teacher.			
4. Performance of instructional duties as directed.			
5. Patience and understanding in coping with demanding situations where a child may be difficult to handle due to unusual behavior and/or severity of needs.			
6. Maintains high level of ethical behavior and confidentiality of information about students.			
7. Demonstrates positive attitude and relationships with staff members and parents.			
8. Relationship with supervising teacher			
• Cooperativeness.....			
• Enthusiasm .....			
• Flexibility .....			
9. Relationship with children			
• Interest in children .....			
• Control.....			
• Children's reaction to aide .....			
10. Other Factors			
• Attendance .....			
• Punctuality .....			
• Initiative .....			

In what areas has the employee been most helpful? Comment:

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In what area can the employee improve?

---

---

Please comment on any personal qualities which enhance the effectiveness of the employee?

---

---

---

Teacher's and/or supervisor's suggestions:

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---

---

I have read this evaluation:

---

Employee's signature

---

Teacher's signature

---

Date

---

Supervisor's signature

Date

\* Any unsatisfactory rating will be discussed with the assistant by the teacher and supervisor.