

AGREEMENT
BETWEEN THE
CHICOPEE SCHOOL COMMITTEE
AND THE
CHICOPEE EDUCATION ASSOCIATION
(UNIT E) MTA/NEA

| AUGUST 26, 201~~8~~4 -AUGUST 25, 20~~21~~17

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ARTICLE I
RECOGNITION CLAUSE

The Chicopee School Committee, hereinafter referred to as the “Committee” or the “Employer” recognizes the Chicopee Education Association (Unit E)/MTA/NEA hereinafter referred to as the “Association” or the “employees”, as the exclusive representative of a Bargaining Unit, consisting of the Paraprofessionals, Job Coaches, Teacher Assistants and Library Media Techs, but excluding the Superintendent of Schools, the Assistant to the Superintendent of Schools, all managerial and confidential employees, and all other employees of the Chicopee School Committee.

Unit members working less than full-time will have their benefits prorated.

ARTICLE II
MANAGEMENT'S RIGHTS CLAUSE

The Management of the schools and the direction of the working force, including the right to plan, direct and control department operations; to schedule and assign work to employees; to determine the means, methods, processes, materials, and schedules of operations; to establish standards and to maintain the efficiency of employees; to establish and require employees to observe Employer's rules and regulations; to hire, layoff or relieve employees from duties; and to maintain order and to suspend, demote, discipline and discharge employees for just cause, are the recognized reserved rights of the Employer.

The foregoing enumeration of Management's Rights shall not be deemed to exclude other rights of Management not specifically set forth, the Employer therefore retaining all rights not otherwise specifically restricted by this Agreement.

The exercise by the Employer of any of the foregoing rights shall not alter any of the specific provisions of this Agreement; nor shall they be used to discriminate against any member of the Association or Bargaining Unit.

ARTICLE III
WORK YEAR AND WORK DAY

A. Work Year

The work year of employees covered by this Agreement will be set by the School Committee, in no event will the work year extend beyond June thirtieth (30th) of each year. Employees shall work on all days in which students are scheduled to be in attendance system wide. In addition, employees shall work an additional one (1) professional days per year this additional day may be taken during one of the professional development days scheduled throughout the year, or in half day increments, notification of preferred professional development days(s) must be provided to district administration ahead of time.

B. Work Day:

1. The work day of all employees will begin at the appointed hour of their assigned building and will consist normally of six (6) hours and eight (8) minutes per day.
2. The daily starting and dismissal time for each employee will be scheduled by the Superintendent or his/her designee. Each employee will be at their assigned building, prepared to work, at the start of each scheduled day and will not leave their assigned work station before the end of their scheduled day.
3. All employees will be notified of their starting and dismissal time, if it is to vary from the starting time of the building they are assigned to.
4. The Superintendent or his/her designee may require all employees to attend staff meetings and/or training sessions. Under normal circumstances, employees will be notified of such meetings forty-eight (48) hours in advance. Employees will be paid their regular hourly rate, in accordance with Appendix A, for attendance at such meetings. Principals in a building are granted the authority to determine when paraprofessionals should attend an open house; parent teacher conference, faculty/department meetings; trainings and in-service days provided to educational and support staff. If a paraprofessional wants to attend one of the foregoing, a request should be made of the school principal who shall then make the decision. On a day where the paraprofessional attends an open house, a parent teacher conference or an IEP meeting, the "hours worked" in that day shall not exceed the hours typically worked. The paraprofessional shall be required to work a split shift, if necessary to accomplish attendance at such an event.
5. This provision shall not be construed as guaranteeing any number of hours or days of work. Employees shall be available and report for days and hours of work, as scheduled or required in their jobs.
6. Each employee will be allowed a daily duty-free lunch period of thirty (30) minutes *to occur during the normal lunch hour time, schedule permitting-*

ARTICLE IV
GRIEVANCE AND ARBITRATION PROCEDURE

Section 1

A. Definitions

1. A "grievance" is a claim based upon an event or condition which involves the interpretation, meaning or application of any of the provisions of this Agreement.
2. An "aggrieved person" is the person or persons making the claim.

3. A “party in interest” is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest appropriate administrative level, equitable solutions to the problems which may from time to time arise affecting the welfare or working conditions of Paraprofessionals. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Subject to the provisions of this article, nothing herein contained will be construed as limiting the right of any paraprofessional having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.
3. The Association shall have the right to initiate an individual grievance at Level Two of the grievance procedure. If the Superintendent or his designee believes after the meeting that the grievance is more appropriate for initiation at Level 1, such grievance shall be returned to Level 1 and processed accordingly, with the understanding by the parties that said grievance has been processed in a timely manner, if filed by the Association within thirty (30) school days after the individual Paraprofessional concerned knew or should have known of the act or condition on which the grievance is based.

C. Procedure

All time limits herein shall consist of calendar days exclusive of Saturdays, Sundays, and legal holidays. The time limits indicated hereunder will be considered maxim unless extended by mutual agreement in writing.

In the event a grievance is filed which cannot be resolved to the satisfaction of the Association prior to the termination of this Contract using the normal time limits set out herein, the Association may submit the grievance directly to arbitration in accordance with Level Four of this procedure.

1. Level One The employee with an alleged grievance shall discuss the grievance at a mutually-agreed time with the Principal or his designee. The Principal or his designee shall honor the request for discussion of the alleged grievance within three (3) days.

2. An employee will have fifteen (15) school days to file a Step 1 grievance after the employee knew or should have known of the act or condition on which the grievance is based. An employee will have up to fifteen (15) school days at the beginning of the school year to file a grievance if the grievance action occurred during the summer months when school was not in session.

If the act or condition on which the grievance is based occurs fewer than fifteen (15) school days before the end of the school year, then the grievance must be filed within fifteen (15) days (exclusive of weekends) after the employee knew or should have known of the act or condition.

3. Level Two

- (a) If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within seven (7) days after presentation of the grievance, he may file the grievance in writing with the Superintendent of Schools, or his designee as long as such designee is not a member of a unit. The Step Two grievance must be signed by the grievant or any authorized officer of the Association.
- (b) The Superintendent or his designee will represent the administration at this level of the grievance procedure. Within seven (7) days after receipt of the written grievance by the Superintendent, the Superintendent or his designee will meet with the aggrieved person in an effort to resolve it.
- (c) If a Paraprofessional does not file a grievance in writing with the Superintendent or his designee within thirty (30) school days after the Paraprofessional know or should have known of the act or condition on which the grievance is based, then the grievance will be considered as waived. A dispute as to whether a grievance has been waived under this paragraph will be subject to arbitration pursuant to Level Four.
- (d) At this level the Superintendent is to be sure that if the grievant is not a member of the CEA, that the CEA is notified of the date, time, and place for the grievance so that the CEA may be present to state its views.

4. Level Three - Committee on Employee Relations:

The parties agree to establish and maintain, during the life of this Agreement, a joint Committee on Employee Relations, which shall consist of four (4) representatives of the Association, appointed by the President of the Association, and four (4) representatives of the School Committee (which may be School Committee members or members of the administration), designated by the School Committee, one (1) of each will be the designated spokesperson. The representatives may be accompanied by advisors of their own choosing at any

depending on the issues pending before the Committee.

The purposes of this Committee shall be: 1) to foster good labor management relations through the implementation of the terms of this Agreement; 2) to seek to resolve, consistent with this Agreement, problems or disputes arising under this Agreement; 3) where appropriate, to seek the resolution of grievances consistent with the terms of this Agreement; and 4) where appropriate, subject to the provisions of this section, to enter into mutual agreements to effectuate the terms of this Agreement.

5. Level Four

If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within seven (7) days after he has first met with the Superintendent, he may file the grievance in writing with the School Committee. Within fourteen (14) days after receiving the written grievance or on the second Wednesday of the month, whichever is sooner after receiving the grievance, the School Committee will meet with the aggrieved person for the purpose of resolving the grievance.

The Association may choose to submit a Level Three presentation in writing instead of orally. The School Committee has the right at its option to have an oral presentation at a subsequent regular School Committee meeting date mutually agreeable to the parties. If an oral presentation is required by the School Committee, it must request such presentation in writing within fourteen (14) days after the written presentation is considered by the School Committee. The School Committee must respond to the grievance within fourteen (14) days of the final presentation.

6. Level Five

- (a) If the Association does not accept the School Committee Level Three response or if a response is not given by the School Committee, the Association may submit the matter to arbitration by filing a written demand with the American Arbitration Association. This written demand to the American Arbitration Association must be filed no later than thirty (30) days of receipt of the School Committee Level Three response or not later than forty-five (45) days of the day when the School Committee Level Three response was due, whichever is applicable. Disputes regarding filing for arbitration shall be resolved by reviewing the American Arbitration Association's time and date stamp. The parties agree that if an extension is requested by either side within the above referenced time limits, such extension will be granted.

- (b) The party seeking arbitration may request a list of arbitrators from the American Arbitration Association. The parties will be bound by the current rules and procedures of said Association in the selection of an arbitrator.
- (c) The arbitrator so selected will confer with the School Committee and the Association and hold hearings promptly and will issue his decision not later than thirty (30) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement nor will he be permitted to interpret the intention of the parties at the time they negotiated said Agreement. The decision of the arbitrator will be submitted to the School Committee and to the Association, and, subject to law, will be final and binding on all disputes arising under the provisions of this Agreement, provided that the arbitrator shall not usurp the functions of the Committee or the proper exercise of its judgment and discretion under law and this Agreement. Pending the processing of the grievance and the award from the American Arbitration Association and during the term of this Agreement, there shall be no stoppage, slowdown, or other interference with work in accordance with Article V (the No-Strike, No-Lockout Provision) of this Agreement.
- (d) The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, will be borne equally by the School Committee and the Association.

Section 2

The parties agree to follow each of the foregoing steps in the processing of the grievance; and if at any step the Employer's representative fails to give his written answer within the time limit therein set forth, the Association may appeal the grievance to the next step at the expiration of such time limit.

Section 3

The settlement of a grievance in any case shall not be made retroactive for a period exceeding twenty (20) working days, prior to the date the grievance was first presented in writing.

Section 4

If the Employer claims that the Association has violated any provision (the no-strike clause or the no-strike pledge implied in the grievance and binding arbitration provisions) of this Agreement, it may present such claim to the Association in writing; and if the parties fail to settle it, the Employer may appeal it to arbitration, in accordance with the arbitration clause hereinafter set forth.

Section 5

Employees subject to disciplinary action pursuant to the provisions of G.L. c. 71 shall elect between the grievance arbitration provisions of the Agreement and statutory arbitration provisions of the aforementioned law in pursuing appeal of such action. Once one forum is selected, the other shall be closed to the employee.

ARTICLE V NO-STRIKE NO-LOCKOUT CLAUSE

During the term of this Agreement, the parties hereto agree that there shall be no strikes of any kind whatsoever; work stoppages; slow-down; "Withholding of services; or interference or interruption with the processes or operations of the schools by any employees or the Union; and there shall be no lock-outs by the Employer.

Nor shall there be any strike or interruption of work during the term of this Agreement because of any disputes or disagreements between any other persons (or other employers or unions) who are not signatory parties to this Agreement.

Employees who violate this provision shall be subject to disciplinary action, including discharge; and any claim by either party against the other of a violation of this article shall be subject to arbitration, as provided for under Article IV of this Agreement.

ARTICLE VI EXPRESSED WAIVER ("ZIPPER") CLAUSE

The parties agree that this Agreement constitutes the entire contract between them, governing the rates of pay and working conditions of the employees in the Bargaining Unit during the term hereof and settles all demands and issues on all matters subject to collective bargaining, including any demands made by the Association during negotiations.

Accordingly, the Association expressly waives the right during the term of this Agreement to demand, discuss, or negotiate upon any subject matter, whether or not such subject matter is specifically contained in this Agreement or whether such subject matter has or has not been raised or discussed by either party during the negotiations leading up to the execution of this Agreement.

ARTICLE VII NEGOTIATION PROCEDURE

- A Prior to November 1 of the calendar year preceding the calendar year in which this Agreement expires, either Party may give written notice to the other that it desires to alter or modify this Agreement, and upon receipt of such written notice, the Parties agree to meet and confer for the purpose of negotiating a new Agreement.

ARTICLE VIII EVALUATION OF PERSONNEL AND PERSONNEL FILES

A. Evaluation:

1. Paraprofessionals will be evaluated yearly by their teachers. The building Principals will also sign the evaluation. The parties agree to create a subcommittee to revise the current evaluation document. The Paraprofessional will be rated on such items as:
 - a. Promptness and attendance
 - b. Cooperation with teacher
 - c. Ability to work with children
 - d. Dependability in carrying out assigned tasks and responsibilities
 - e. Quality of job performance
2. Following the evaluation of any Paraprofessional, the evaluator shall, upon request, meet with the Paraprofessional to discuss the evaluation report. The meeting shall be at the mutual convenience of the Paraprofessional and the evaluator, following the evaluation.
3. After the discussion, the Paraprofessional shall sign the report, but the Paraprofessional's signature does not necessarily indicate agreement with the contents. The Paraprofessional shall also have the right to make a written reply, which shall be attached to the report.
4. A copy of each evaluation report shall be filed in the Paraprofessional's personnel file and a copy provided to the employee upon request.

5. Nothing in this Agreement precludes on-going, non-disciplinary informal evaluation. Informal evaluation may be included in the formal evaluation.

B. Personnel Files:

1. Personnel files shall be maintained under the following circumstances:
 - a. No material derogatory or commendatory to Paraprofessional's conduct, service, character or personality shall be placed in the files, unless the Paraprofessional is sent a dated copy at the same time.
 - b. The Paraprofessional shall have the right to submit a response to the statement. The Paraprofessional's answer shall also be included in the file.
 - c. Upon written request, a Paraprofessional shall be given access to his file without unreasonable delay.
 - d. Upon receipt of a written request, the Paraprofessional may be furnished a reproduction of any material in his file necessary to process or support a grievance.

C. Probationary Period:

There shall be an initial employment period of forty-five (45) workdays from the first day a new employee works with students and during which there shall be no right to utilize the grievance and arbitration provisions of this Agreement.

ARTICLE IX
USE OF SCHOOL FACILITIES

- A. The Association will have the right to use school buildings for meetings, and the school system's swimming pools and other athletic facilities and equipment, without cost at reasonable times, provided, however, that any additional service costs necessitated by such use shall be paid for by the Association. Request for such use will be made in accordance with established Committee policies.
- B. 1. The Association will have the right to place notices, circulars, and other material in unit members' mail boxes. Copies of all such material will be given to the Superintendent or his designee, but his advance approval will not be required.

2. The Association will have the right to place notices, circulars, and other material on bulletin boards located in the aforementioned faculty lounges or in other appropriately private areas. Copies of all such materials will be given to the Superintendent or his designee for approval. Said approval will be granted, unless the material in question is not in good taste, or infringes upon employee rights under state or federal law.

ARTICLE X
SICK LEAVE

- A. Sick leave is interpreted as meaning leave, with pay, for sickness or accident, the nature of which incapacitates the beneficiary from performing the duties of his position.
- B.
 1. Paraprofessionals will be entitled to fifteen (15) sick leave days each school year, as of the first official day of said school year, whether or not they report for duty on that day. Notwithstanding the above, Paraprofessionals, during their first year of employment, shall earn sick time at a rate of one and one-half (1 ½) days per month of employment.
 2. Sick leave days may be accumulated from year to year with no maximum. The record of each Paraprofessional, in the system on the effective date of this Agreement, will be credited with the sick leave days they would have been entitled to, had this provision been in effect :from the time of their original hiring, less any days used for sick leave or other leaves chargeable to sick leave. This provision shall not apply so as to require payments for any uncompensated absence due to illness or other uncompensated absences occurring prior to the effective date of this Agreement.
- C. If a Paraprofessional uses five (5) or more consecutive days of sick leave, the Superintendent may require, from said Paraprofessional, a certificate of disability signed by his/her physician. In cases which would appear to indicate extended absence (2 weeks or more), the Superintendent must be notified, in writing, by the Paraprofessional or someone on their behalf, indicating the probable extent and duration of the illness or disability. If a Paraprofessional uses less than five (5) consecutive days of sick leave, the Superintendent may require such a certificate of disability only if he has reasonable grounds to believe that sick leave is being abused or is excessive.
- D. The Superintendent may require a Paraprofessional to submit to physical or mental examination, by appropriate specialists, to determine whether involuntary sick leave is warranted. Such requested examinations will be at the Committee's expense and will take place in the presence of the Paraprofessional's physician, at his/her own expense, if he/she so desires.

Upon termination of an employee with at least twenty (20) years of service in the Chicopee Public School System by retirement, voluntary separation or death, the Committee will pay to the terminated employee or his personal representative the sum of fifteen dollars (\$15) per day of sick leave, accumulated but unused at the time of such termination, for a maximum of one hundred twenty-five (125) days and shall be paid for twenty percent (20%) of those days in excess of one hundred twenty-five (125) days of the employees current rate of pay to a maximum benefit of four thousand dollars (\$4,000).

ARTICLE XI
TEMPORARY LEAVES OF ABSENCE

- A. Paraprofessionals will be entitled to the following temporary leaves of absence, with pay; each school year:
1. A total of one (1) day's leave of absence for personal, legal business, household or family matters which cannot be taken care of other than during school hours; provided, however, that a leave of absence under this section shall not be taken on the day preceding or following a holiday or vacation, unless the Paraprofessional demonstrates that it is an emergency situation, and provided that, except in emergency situations, advance application is made to the Superintendent. If said day is not used in any particular school year, it or the unused portion thereof may be accumulated from year to year. Personal leave must be taken in the following units: ½ day or 1 full day.
 2.
 - (a) With the advance approval of the Superintendent, at least one (1) day for the purpose of visiting other schools or attending meetings or conferences of an educational nature. Purpose of this provision is for professional development only.
 - (b) The Unit E Chair, or his/her designee, and one other association member, for a total of two (2) association representatives, will be allowed to attend MTA or NEA educational conferences or conventions. The names of all representatives will be submitted to the Superintendent for his/her approval as soon as practical and under normal circumstances not later than two (2) weeks prior to the date of the conference or convention.
 3. Time necessary for jury duty or mandatory appearances in any legal proceeding where the Paraprofessional is under court summons or subpoena connected with the Paraprofessional's employment or with the School System.
 4.
 - (a) Up to three (3) days, when such absence is occasioned by the death of a sister-in-law, daughter-in-law, son-in-law, brother-in-law, uncle, aunt, nephew, niece, grandfather, grandmother, grandchild, whose place of

residence is elsewhere than in the home of the Paraprofessional.

- (b) Up to five (5) days , when such absence is occasioned by the death of relatives residing in the household of or with the Paraprofessional, or when such absence is occasioned by the death of a father, mother, son, daughter, sister, brother, father- in-law, or mother-in-law, whose residence was elsewhere than in the home of the Paraprofessional.
- (c) Appropriate released time of up to one (1) day per year may be granted to attend the funeral of close friends, cousins or co-workers. Such released time will not be accumulative and will not be charged to either sick leave or personal days. If additional leave is needed to attend funerals of close friends, cousins, or co-workers, it may be granted in units of up to one (1) day for each occasion. Such additional leave will be deducted from the employee's accumulated personal leave. Written application for such absence will be made in advance to the school principal and will require advance approval of the Superintendent.

Application for such absences will be made in advance, orally, to the school principal or, if the individual is not responsible to a school principal, then to his immediate supervisor, and written notice of such absence shall be delivered by the Paraprofessional to the Superintendent, within three (3) days of the date of such absence.

- 5. A maximum of thirteen (13) days per school year for persons called into temporary active duty, or any unit of the United States Reserves of the State National Guard, provided such obligations cannot be fulfilled on days when school is not in session.
 - 6. Up to three (3) paid days for religious observance, if said observance prohibits the Paraprofessional from working on said day. If, however, observance of a closely held religious belief requires additional accommodation, the employee may seek such an accommodation by application to the Superintendent or the Superintendent's designee.
 - 7. Ten (10) days for illness or accident of spouse, child, parent, mother-in-law, father-in-law, and others residing in the household of the Paraprofessional, with substantiation in the form of a doctor's certificate and such leave to be deducted from sick leave.
- B. Leaves taken, pursuant to Section A above, will be in addition to any sick leave to which the Paraprofessional is entitled with the exception of those leaves which will allow for the deduction from, or use of, sick leave. Except in those circumstances where an accommodation or leave is required by law or regulation, the parties acknowledge that most leave requests made by a first year paraprofessional during the first half of the school year will not be granted absent an emergency.

ARTICLE XII
EXTENDED LEAVES OF ABSENCE

- A. A leave of absence, without pay, of up to two (2) years will be granted to any Paraprofessional who joins the Peace Corps and is a full-time participant in such a program. Upon return from such leave, a Paraprofessional will be considered as if he/she were actively employed by the Committee during the leave and will be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent.
- B. Military leave without pay will be granted to any Paraprofessional who is inducted or enlists in any branch of the armed forces of the United States. Leave benefits, rights and job restoration shall be consistent with federal law which generally provides for up to five (5) years of leave. In addition, leave, benefits and job restoration rights shall be consistent with any relevant state or local laws or regulations.
- C. All employees in the bargaining unit may be granted leave consistent with the Massachusetts Maternity Leave Act. In addition, all employees of the bargaining unit may be granted leave, consistent with the Family and Medical Leave Act. Upon special application to the School Committee, an employee enjoying the birth or adoption of a child, within only the first 12 calendar months of the birth or adoption of the child, may request an additional leave of absence. Any additional leave shall not exceed one year. In addition, if a pregnant employee suffers a pregnancy related disability, the employee shall provide the School Committee or its designee with a medical certificate requesting leave as an accommodation as well as a written request for leave. Any employee taking leave for a pregnancy related disability will be paid from the employee's sick leave bank.

During the first 8 weeks of leave following the birth or adoption of a child, the employee is permitted but is not required to use the employee's accumulated sick leave. Following the expiration of the 8 weeks of leave, the employee shall be required to exhaust all earned but unused leave time. Any leave granted under this provision shall run concurrently with any leave entitlements under the Family and Medical Leave Act.

Notwithstanding the foregoing, no maternity leave period shall terminate during the last fifty (50) days of any school year, except as the School Committee, in its discretion, may permit. No maternity leave shall commence, except upon at least thirty (30) days written notice from the Paraprofessional to the Superintendent, unless waived by the School Committee in any appropriate circumstance.

- D. A leave of absence, without pay or increment, of up to one (1) year will be granted for the purpose of caring for a sick member of the Paraprofessional's immediate family. Additional leave may be granted at the discretion of the Committee.
- E. The Committee may grant a leave of absence, without pay or increment, to any Paraprofessional for up to one (1) year, to campaign for public office. Any Paraprofessional who is elected to a public office will be granted a leave of absence, without pay or increment, for the term of said absence.

- F. A Paraprofessional requiring an accommodation for a disability may be granted a leave of absence without pay for up to one year. Medical certification regarding the qualified disability and the need for the reasonable accommodation will be required.
- G. Any Paraprofessional, whose personal illness extends beyond the period compensated, may be granted a leave of absence, without pay, for such time as is necessary for complete recovery from such illness.
- H. Other leaves of absence, without pay, may be granted by the Committee.
- I. All benefits, to which the Paraprofessional was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, will be restored to him/her upon his/her return, and he/she will be assigned to the same position which he/she held at the time said leave commenced, if available, or if not, to a substantially equivalent position provided, however, that if during the period of leave, a layoff or other position elimination or reorganization occurs which would have affected the employee on leave, nothing in this Article should be interpreted as providing enhanced job protection.
- J. All written requests for extensions or renewals of leaves will be applied for in writing, and, if approved, will be granted in writing.
- K. All leaves shall be granted in compliance with the provisions of the Family and Medical Leave Act (FMLA) and said leave shall run concurrently with any non-FMLA leave.
- L. "Sick Leave Bank" A Sick Leave Bank for the purpose of providing additional coverage after exhaustion of individual annual and/or accumulated sick leave only in the event of a debilitating and catastrophic serious illness or disease, as evidenced by medical certification is hereby established as of September 1, 1997, exclusively for the use of the members of this bargaining unit. Participation by members of the unit shall be mandatory and each Paraprofessional shall be assessed one (1) day of his or her annual and/or accumulated sick leave as of September 1, 1997. New members of the bargaining unit shall be assessed one (1) day of their annual and or accumulated sick leave as of the date they enter the unit. Said days are to be "deposited" in the Bank. Unused days in the Bank shall carry over from year to year. Should the number of days in the Bank reach the level of one hundred (100) days or less, then each Paraprofessional in the bargaining unit shall be assessed one (1) day of his or her annual and/or accumulated sick leave as of the first day of the next calendar month. Said days are to be "deposited" in the Bank. In the event a Paraprofessional has no accumulated and/or annual sick leave at the time of said assessment, that Paraprofessional shall be assessed the amount of days owing to the Bank the following September 1.

Subject to the provisions of the Article each Paraprofessional may, following a maximum often (10) school days waiting period, be granted by the Bank Committee a maximum of thirty (30) school days per year from the Bank. If days are granted, they shall cover retroactively the waiting period.

The Sick Leave Bank shall be administered by the Sick Leave Bank Committee made up of three (3) appointees of the Association. The Sick Leave Bank Committee shall have the power to establish procedural and functional guidelines for the operation of the Sick Leave Bank consistent with this Article. All decisions by the Sick Leave Bank Committee shall be by two (2) affirmative votes and all decisions by the Sick Leave Bank Committee shall be final and binding not subject to grievance and/or arbitration.

All sick days are to be used consecutively. If a Paraprofessional returns to work before the allotted time expires the balance of sick day(s) will be returned to the sick leave bank. Any sick leave bank member who has received any amount of sick days from the sick leave bank in any two (2) years must wait two years from the last issued day before their application will be considered for additional sick days.

- M. Leave for one (1) year to explore career alternatives may be granted by the Committee upon application. An employee on such leave will not accrue seniority or other benefits while on leave and will pay 100% of the cost of group health insurance coverage while on leave, if such employee desires to continue in the group plan. An employee who returns from such leave will return with the benefits said employee had at the time she/he began such leave.

ARTICLE XIII GENERAL PROVISIONS

1. All open positions which are not to be filled in accordance with the Reduction in Force Language of Article XIV from laid off employees with recall status will be posted for ten (10) days electronically and in places where Paraprofessionals will see such posting before the Committee fills the position.

All permanent vacancies shall be posted for a ten (10) day period prior to their being filled, however, permanent vacancies created after September 1st in any school year may not be posted, at the discretion of the School Committee, until the start of the next school year. The School Committee reserves the right to fill such vacancies on a temporary basis for the remainder of the school year.

Temporary appointments will be filled by substitute Paraprofessionals. It is understood by the parties to the Agreement that substitute Paraprofessionals are excluded from all of the provisions of this Collective Bargaining Agreement.

2. The Committee will reimburse Paraprofessionals for any costs not covered by insurance, including damaged clothes and medical bills, which that Paraprofessional incurs due to an assault suffered in the course of employment. However, such reimbursement shall be upon filing of a substantiated claim, approved by the Superintendent of Schools or his/her designee, and shall not exceed One Thousand Dollars (\$1,000.00) per incident.

3. No Paraprofessional will 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.
4. Paraprofessionals whose employment is anticipated to be for the whole school year will be paid in bi-weekly payments.
5. Each Paraprofessional will be notified of his/her position for the ensuing school year as soon as the administration has determined the need for Paraprofessionals, but in no case later than July 1st except in unusual circumstances.
6. Current employees shall receive first consideration among entire pool of applicants to available positions.
7. When a Paraprofessional seeks to transfer to another school to be with a student with whom the Paraprofessional was previously assigned, such transfer shall not be subject to the posting requirements of this Article.
8. In summer, the Administration may post available positions in central office on July 1st August 1st. Copies of such postings shall be forwarded to the CEA President and Unit E leader.
9. Automobile Vandalism

The School Committee will, upon receipt of a documented claim and evidence of an insurance company payment and evidence of repair, contribute a maximum of five hundred dollars (\$500) to offset the deductible costs incurred by the employee. The documentation must establish the vandalism act occurred while the employee was on-the-job and executing the assigned duties of his /her job.

10. Request for a Transfer

A Unit E employee may request a transfer by sending a letter to the Superintendent of Schools or his designee. The Superintendent or his designee will respond in writing notifying the Unit E employee that his/her request for transfer was received. The Superintendent or his designee will not respond to requests after March 1st.

11. Involuntary Transfers:

- If an involuntary transfer from one school to another is necessary, the least senior paraprofessional within a specific job group (e.g. Library Media Tech, Job Coach, Teacher Assistant, Regular Education Paraprofessional, Special Education Paraprofessional) may be transferred unless in a relationship to the specific skill set and training, the transfer would not be in the best interest of the educational process as determined within the sole and absolute discretion of the Superintendent of Schools.
- Employees who are involuntarily transferred will be notified in writing of the

reason(s) for transfer.

- When a paraprofessional is involuntarily transferred, appropriate training will be provided, if necessary.

112. ESEA Compliance

The district will pay for one (1) certification test for unit members seeking to comply with ESEA requirements. Any subsequent re-testing will be paid for by the individual unit member. Additionally, the district will provide each unit member study materials for the certification test.

13. Appearance Standard:

Employees are expected to project a professional image that sets positive dress and grooming examples for students and shall adhere to standards of dress and appearance that are compatible with an effective learning environment. Clothing must be neat, clean, in good repair, and appropriate for on the job appearances.

~~1214~~. During the contract expiring August 25, 2010, the Parties agree to establish a joint labor/management committee to review job descriptions and questions regarding the possibility of a formal mentoring program provided, however, that the review is not a negotiation and the School Committee and its designees do not waive any management right by engaging in the process of review with input from the employees.

ARTICLE XIV
REDUCTION IN FORCE

- A. Seniority is defined as service in the Chicopee Public School System in days, months, and years from the most recent date of continuous rare, unless seniority is brought forward under this Agreement.
- B. Should the Superintendent determine that the number of Paraprofessionals in the system needs to be reduced due to economic causes, reorganization, or the needs of efficiency then the following procedure will be followed.
- C. Upon determining the need to reduce, the Superintendent, will notify the Paraprofessionals whose positions they wish to eliminate, if practicable, by June 30th. The laid off employee whose position is eliminated shall, given the required education and experience:
 - 1. be transferred to an open position for which he/she is qualified or;
 - 2. replace an employee with the lowest seniority in accordance with paragraph D, below.
- D. If any employee who is eliminated has more seniority than another member of the Bargaining Unit from which they are eliminated, that employee may bump the employee with the lowest seniority in the Bargaining Unit provided the Paraprofessional bumping has the education and experience necessary to perform a job which requires said education, specialized training, or experience.
- E. By June 1st of each year, the Employer shall deliver to the employee organization a seniority list of employees. Any employee who is laid off and returns to work within two years will carry forward his/her seniority.
- F. Recall employees who are laid off under this provision shall be entitled to recall rights equal to the amount of service they have in the Chicopee School Department, but in no case to exceed two (2) years of recall rights at a maximum. Employees shall be recalled in order of seniority provided the employee has requisite education and experience necessary to do the job. Recall shall mean that employees who are laid off and have recall rights will be offered open positions by one letter mailed to their last address reported to the office of the Assistant Superintendent of Schools. An employee must respond to such letter within fifteen (15) days of receipt to be eligible to fill an open position under recall.

~~ARTICLE XV
AGENCY FEE~~

~~The Committee agrees to require, as a condition of continued employment, that every employee covered by this Agreement, except those employees who are certified to the Committee by the Association as being members of the Association, as of the thirtieth (30th) day after the effective date of this Agreement provision, whichever is later, to pay to the Chicopee Education Association; an agency service fee, or authorize, in accordance with G.L. Chapter 150E, Section 12, the payroll deduction in equal installments of an agency service fee which shall be commensurate with the cost of becoming a member and remaining a member in good standing of the Association and which amount shall be certified annually to the Committee by the Association.~~

~~The Committee further agrees to certify, to the Municipal Treasurer, that amount of such agency service fee, the employee authorization of the deduction of same, in accordance with G.L., Chapter 180, Section 170.~~

~~It is specifically understood and agreed that the City of Chicopee, the Chicopee School Committee, its Officers and Agents, shall be saved harmless for such deductions under those circumstances as provided by G.L., Chapter 180, Section 170. For the purpose of this Clause, the term "harmless" is defined as: "any monies, once transmitted by the City of Chicopee, the Chicopee School Committee and its Officers and Agents, to the Chicopee Education Association; the City of Chicopee, the Chicopee School Committee and its Officers and Agents, are no longer responsible for same."~~

ARTICLE XVI
PERSONAL INJURY BENEFITS

- A. If a paraprofessional is absent from school due to an injury sustained in the course of his/her employment, said employee will be paid his/her full salary (less the amount of any workmen's compensation award for temporary disability due to said injury) for the period of such absence, to the extent of accrued sick leave.

ARTICLE XVII
MUTUAL RESPECT

The School District and the Association agree that mutual respect between and among Central Office administration, managers, directors, principals, vice-principals, coordinators, supervisors, teachers, secretaries, clerks, paraprofessionals, other employees and co-workers is integral to the efficient conduct of the School District's business. Behaviors that contribute to a hostile, humiliating or intimidating work environment, including abusive language or behavior, are unacceptable and will not be tolerated. Employees who believe they are subject to such behavior

should raise their concerns with an appropriate manager, supervisor or principal as soon as possible, but no later than ninety (90) days from the occurrence of the incident(s). In the event the employee(s) concerns are not addressed at the manager, supervisor or principal's level, whether informally or through the Grievance Procedure, within a reasonable period of time, the employee or the Association may file a grievance at Step 2 of the Grievance Procedure as set forth in Article III. If an employee or the Association requests a hearing at Step 2, such hearing shall be granted. Grievances filed under this section shall not be subject to discrimination for filing a complaint, giving a statement, or otherwise participating in the administration of this process. An alleged violation of this Article may be grieved, but it may not proceed beyond the Superintendent of Schools.

ARTICLE XVIII
DURATION

This Agreement shall be in full force and effect from AUGUST 26, 2014- AUGUST 25, 2017, the provisions of this Agreement will remain in full force and effect until said successor Agreement is executed.

CHICOPEE SCHOOL COMMITTEE

Date: _____

Duly authorized

CHICOPEE EDUCATION ASSOCIATION

Date: _____

Duly authorized

CHICOPEE CITY SOLICITOR

Date: _____

Duly authorized (approved as to form)

APPENDIX A

A. Salary Schedules

4. Teacher Assistants Salary Increases:

201~~84~~-201~~95~~ salary increase by 1%
201~~95~~-20~~2016~~ salary increase by 2%
20~~2016~~-20~~2117~~ salary increase by 2%

Wage Reopener: Effective the third year (2020-2021) of this Agreement, either party may reopen the Collective Bargaining Agreement on wages should the Commonwealth of Massachusetts and City of Chicopee provide to the Chicopee Public Schools for that year, funding that can be used for general salary increases that is in excess of such funding that was provided for the current (2018-2019) year.

5. Library Media Techs shall be placed on the salary schedule commensurate with their education, years of experience, and grade level effective School Year 2015-2016. Library Media Techs shall not be assigned to working with children more than 20% of their time.

6. Computer Paraprofessionals and Library Media Technicians working in a classroom without an assigned teacher shall receive a five hundred dollar (\$500) differential for duration of this Agreement.

7. The above-referenced Salary Schedules will be based on one hundred and eighty-one (181) work days in a year.

8. Unit E member's normally assigned diaper changing duties during a school year will be compensated as follows:

Seven Hundred Fifty Dollars (\$750)

9. The stipend for Severe Special Needs Paraprofessionals shall be six hundred dollars (\$600). The School System Administration reserves the right to determine which classes are Severe Special Needs classrooms in any given year.

B. Provisions

1. Step Placement

a. District Administration may place a newly-hired Paraprofessional at the Step commensurate with documented prior experience as a Paraprofessional in a school or other educational setting.

- b. Paraprofessionals with prior work experience in the Chicopee Public Schools will be placed on the Step reflecting their actual related work experience for the School Department. Said experience will be evaluated by crediting a full Step for each year in which ninety (90) or more days were actually worked.

Employees will be paid in equal bi-weekly installments over a period of twenty-one (21) payments. Employees in their first year of employment will be paid for time actually worked as it is earned and will not be eligible for an annualized payment.

Job Coaches, LPN's and Teacher Assistants in the bargaining unit shall transition to annualized salary and equal paycheck amounts like other employees in the bargaining unit.

Direct Deposit of payroll shall be mandatory for all employees.

2014-2015-1%	Column I High School- Diploma	Column II 15-College Credits	Column III 30-College Credits	Column IV 45-College Credits	Column V Associates- Degree or Higher
Step 1	\$15,152	\$15,499	\$15,850	\$16,197	\$16,546
Step 2	\$15,995	\$16,345	\$16,694	\$17,040	\$17,388
Step 3	\$17,082	\$17,435	\$17,780	\$18,130	\$18,508
Step 4	\$17,873	\$18,226	\$18,571	\$18,920	\$19,299
Step 5	\$19,938	\$20,287	\$20,636	\$20,982	\$21,329
Step 6	\$23,833	\$24,182	\$24,531	\$24,880	\$25,226

Additional 19 Minutes Middle and High [Not Academy]

	Column I	Column II	Column III	Column IV	Column V
Step 1	\$15,934	\$16,300	\$16,668	\$17,034	\$17,400
Step 2	\$16,822	\$17,188	\$17,556	\$17,920	\$18,286
Step 3	\$17,964	\$18,335	\$18,698	\$19,065	\$19,464
Step 4	\$18,837	\$19,203	\$19,570	\$19,934	\$20,299
Step 5	\$20,968	\$21,334	\$21,701	\$22,065	\$22,430
Step 6	\$25,063	\$25,431	\$25,797	\$26,165	\$26,529

2015-2016-2%	Column I High School- Diploma	Column II 15-College- Credits	Column III 30-College- Credits	Column IV 45-College- Credits	Column V Associates- Degree or Higher
Step 1	\$15,455	\$15,809	\$16,167	\$16,521	\$16,877
Step 2	\$16,315	\$16,672	\$17,028	\$17,381	\$17,736
Step 3	\$17,424	\$17,783	\$18,136	\$18,492	\$18,878

Step 4	\$18,230	\$18,591	\$18,942	\$19,299	\$19,685
Step 5	\$20,337	\$20,693	\$21,049	\$21,401	\$21,756
Step 6	\$24,310	\$24,666	\$25,021	\$25,378	\$25,730

Additional 19 Minutes Middle and High [Not Academy]

	Column I	Column II	Column III	Column IV	Column V
Step 1	\$16,252	\$16,626	\$17,001	\$17,374	\$17,748
Step 2	\$17,158	\$17,532	\$17,907	\$18,279	\$18,652
Step 3	\$18,323	\$18,701	\$19,072	\$19,446	\$19,853
Step 4	\$19,213	\$19,587	\$19,961	\$20,333	\$20,705
Step 5	\$21,387	\$21,761	\$22,135	\$22,507	\$22,879
Step 6	\$25,564	\$25,939	\$26,313	\$26,688	\$27,059

<u>2016-2017—2%</u>	Column I High School Diploma	Column II 15 College Credits	Column III 30 College Credits	Column IV 45 College Credits	Column V Associates Degree or Higher
Step 1	\$15,764	\$16,126	\$16,490	\$16,852	\$17,214
Step 2	\$16,642	\$17,005	\$17,369	\$17,728	\$18,091
Step 3	\$17,772	\$18,139	\$18,498	\$18,862	\$19,256
Step 4	\$18,595	\$18,963	\$19,321	\$19,685	\$20,079
Step 5	\$20,744	\$21,106	\$21,470	\$21,829	\$22,191
Step 6	\$24,796	\$25,159	\$25,522	\$25,886	\$26,245

Additional 19 Minutes Middle and High [Not Academy]

	Column I	Column II	Column III	Column IV	Column V
Step 1	\$16,577	\$16,959	\$17,341	\$17,722	\$18,103
Step 2	\$17,501	\$17,883	\$18,265	\$18,644	\$19,025
Step 3	\$18,690	\$19,075	\$19,454	\$19,835	\$20,250
Step 4	\$19,597	\$19,979	\$20,360	\$20,740	\$21,119
Step 5	\$21,815	\$22,196	\$22,578	\$22,957	\$23,336
Step 6	\$26,076	\$26,458	\$26,840	\$27,222	\$27,600

<u>2018-2019 1%</u>	Column I High School Diploma	Column II 15 College Credits	Column III 30 College Credits	Column IV 45 College Credits	Column V Associates Degree or Higher
Step 1	\$16,081	\$16,450	\$16,821	\$17,191	\$17,560
Step 2	\$16,977	\$17,347	\$17,718	\$18,084	\$18,455
Step 3	\$18,129	\$18,504	\$18,870	\$19,241	\$19,643
Step 4	\$18,969	\$19,344	\$19,709	\$20,081	\$20,483

Step 5	\$21,161	\$21,530	\$21,902	\$22,268	\$22,637
Step 6	\$25,294	\$25,665	\$26,035	\$26,406	\$26,773
Additional 19 Minutes Middle and High [Not Academy]					
-	Column I	Column II	Column III	Column IV	Column V
Step 1	\$16,910	\$17,300	\$17,690	\$18,078	\$18,467
Step 2	\$17,853	\$18,242	\$18,632	\$19,019	\$19,407
Step 3	\$19,066	\$19,458	\$19,845	\$20,234	\$20,657
Step 4	\$19,991	\$20,381	\$20,769	\$21,157	\$21,543
Step 5	\$22,253	\$22,642	\$23,032	\$23,418	\$23,805
Step 6	\$26,600	\$26,990	\$27,379	\$27,769	\$28,155
					1.02
2019-2020	Column I	Column II	Column III	Column IV	Column V
2%	High School Diploma	15 College Credits	30 College Credits	45 College Credits	Associates Degree or Higher
Step 1	\$16,402	\$16,779	\$17,158	\$17,535	\$17,911
Step 2	\$17,316	\$17,694	\$18,072	\$18,446	\$18,824
Step 3	\$18,492	\$18,874	\$19,247	\$19,626	\$20,036
Step 4	\$19,348	\$19,731	\$20,104	\$20,482	\$20,892
Step 5	\$21,584	\$21,961	\$22,340	\$22,713	\$23,090
Step 6	\$25,800	\$26,178	\$26,556	\$26,934	\$27,308
Additional 19 Minutes Middle and High [Not Academy]					
-	Column I	Column II	Column III	Column IV	Column V
Step 1	\$17,248	\$17,646	\$18,043	\$18,440	\$18,836
Step 2	\$18,210	\$18,607	\$19,005	\$19,399	\$19,796
Step 3	\$19,447	\$19,848	\$20,242	\$20,638	\$21,070
Step 4	\$20,391	\$20,788	\$21,185	\$21,580	\$21,974
Step 5	\$22,699	\$23,095	\$23,492	\$23,887	\$24,281
Step 6	\$27,132	\$27,530	\$27,927	\$28,325	\$28,718
					1.02
2020-2021	Column I	Column II	Column III	Column IV	Column V
2%	High School Diploma	15 College Credits	30 College Credits	45 College Credits	Associates Degree or Higher
Step 1	\$16,731	\$17,115	\$17,501	\$17,885	\$18,269

Step 2	\$17,662	\$18,048	\$18,434	\$18,815	\$19,200
Step 3	\$18,862	\$19,251	\$19,632	\$20,018	\$20,437
Step 4	\$19,735	\$20,126	\$20,506	\$20,892	\$21,310
Step 5	\$22,016	\$22,400	\$22,786	\$23,167	\$23,552
Step 6	\$26,316	\$26,702	\$27,087	\$27,473	\$27,854
Additional 19 Minutes Middle and High [Not Academy]					
	Column I	Column II	Column III	Column IV	Column V
Step 1	\$17,593	\$17,999	\$18,404	\$18,809	\$19,213
Step 2	\$18,574	\$18,979	\$19,385	\$19,787	\$20,191
Step 3	\$19,836	\$20,245	\$20,647	\$21,051	\$21,492
Step 4	\$20,799	\$21,204	\$21,608	\$22,012	\$22,414
Step 5	\$23,153	\$23,557	\$23,962	\$24,365	\$24,767
Step 6	\$27,675	\$28,080	\$28,486	\$28,891	\$29,292

2. Step Advancement

Each Paraprofessional will advance one Step on the scale each September 15 provided at least ninety (90) days of actual satisfactory work has been performed during the prior school year.

3. A differential of seventy-five cents (\$.75) per hour will be paid to all Paraprofessionals for the actual time engaged in bus or van monitoring. To receive such additional pay, an employee must be assigned to such work by the Director of Special Education and perform other work during the day as a Paraprofessional. Bus or van monitoring will be offered to employees based upon seniority except when the best interest of the student dictates otherwise, as determined by the Director of Special Education.

- Available positions will be offered to Special Education Paraprofessionals first.
- Building Seniority will be a consideration for bus monitoring assignment.
- Bus monitoring positions may be shared.
- Only those bus monitors residing on the bus route or “near” the bus route, as determined by the Special Education Director and Transportation Manager, may be picked up at home or school.
- Employees in shared morning monitor positions will be picked up at the school.
- An annual letter of interest for bus monitor position must be submitted to the Director of Special Education by May 1st.

4. Column Movement - In order to be eligible for Column movement on placement beyond Column I, a Paraprofessional must provide necessary documentation to the Superintendent of Schools or his/her designee, who shall determine the adequacy of the documentation, and that the Paraprofessional has met the following criteria:
 - a. That the Paraprofessional is enrolled in an accredited post-secondary degree program; and
 - b. That the Paraprofessional has received advance approval for enrollment in the program from the Superintendent or his/her designee.

Column movement may occur on either September 1st or February 15th. A Paraprofessional who attains sufficient credits for movement from one Column to another shall so inform and provide the documentation referenced above to the Superintendent or his/her designee prior to August 15th for September 15th movement or prior to February 15th for February 15th movement.

5. A once-annual longevity payment will be paid each employee at the end of each school year, but will be earned on their anniversary date of employment. Employees between ten (10) and twenty (20) years of service will be paid ~~five~~ ~~three~~ hundred ~~fifty~~ dollars (~~\$500~~~~350~~) and employees with twenty (20) or more years of service will receive ~~one thousand five hundred~~ dollars (~~\$1,000~~~~500~~). Longevity payments will be paid to employees who work fifty percent (50%) of a scheduled work day or more and work at least four (4) hours per day.
6. The Parties agree that if a Paraprofessional is used as a substitute teacher from five (5) minutes to thirty (30) minutes, he/she will receive additional compensation of five dollars (\$5.00). A Paraprofessional who is used as a substitute from thirty-one (31) minutes to sixty (60) minutes will receive additional compensation of thirteen dollars (\$13.00) in FY2016 and fifteen dollars (\$15.00) in FY 2017

The same formula will be applied if the time exceeds sixty (60) minutes. For example, a Paraprofessional who is a substitute for seventy-five (75) minutes will receive eighteen dollars (\$18.00), thirteen dollars (\$13.00) for working sixty (60) minutes plus five dollars (\$5.00) for working fifteen (15) minutes.

A District-wide substitute coverage form will be prepared by the School System. The form will include sections reporting the amount of time, the reason why the teacher was not in the classroom. Additionally, the Principal will, whenever possible, provide advance notification of teacher substitute coverage.

7. Paraprofessionals who are Bilingual:
Where a bilingual paraprofessional is directed to stop his/her assigned duties in order to provide interpreting or translation services to enable District personnel to effectively communicate with a student's parent(s) or guardian(s) who speak

different languages, the paraprofessional will be paid \$5.00 (in addition to their regular compensation) for each such interpretation or translation occurrence. The \$5.00 amount will apply to any interpretation or translation occurrence which lasts no more than one (1) hour. Where the occurrence exceeds one (1) hour in duration, the \$5.00 amount will start over and the employee will be paid \$10.00 (Example: A bilingual employee is directed to translate for the School and a parent during a school day. This translation lasts more than one (1) hour. The employee is paid \$10.00 for this occurrence. Had the translation lasted an hour or less, the employee would be paid \$5.00). Records documenting the length of each such occurrence will be maintained.

8. Noon Attendants: Morning and lunch coverage to be at \$12.50 rate. Paraprofessionals who cover breakfast and lunch shall be paid \$12.50 in addition to their regular rate. -

79. Compensation for Summer School Paraprofessionals will be as follows:

a. Compensation will be at an hourly rate equal to Column I Step 1 of the Salary Schedule in effect for that contract year.

b. The salary used to determine an hourly rate will be:

Summer 2015:	\$15,152
Summer 2016:	\$15,455
Summer2017:	\$15,764

c. All remaining provisions of the 2014-2017 Unit E (Paraprofessionals) Collective Bargaining Agreement pertaining to Summer School not modified by this Agreement will remain in full force and effect.

Chicopee Public Schools Paraprofessional Evaluation

- Note:
1. The attached job description describes the specific responsibilities for each different role (e.g., SPED, ELL, computer lab).
 2. Each paraprofessional will sign and date the evaluation form at the beginning of each year or on hiring indicating they have read the document that will be used in the evaluation.

Standard I: The paraprofessional demonstrates the knowledge and skills to perform the functions of the assignment.

- A. **Knowledge:** Demonstrates knowledge of methods, techniques, and skills required of position. Has been or will soon be trained in any specialized methods, skills or techniques required for the assignment.

<i>Unsatisfactory</i>	<i>Needs Improvement</i>	<i>Proficient</i>	<i>Exemplary</i>
Refuses to be trained in one or more of the areas identified in the job description. Inconsistently demonstrates this knowledge in daily work.	Reluctant to be trained in one or more of the areas identified in the job description. Sometimes demonstrates this knowledge in daily work.	Trained or willing to be trained in the areas identified in the job description. Consistently demonstrates this knowledge in daily work.	Trained or willing to be trained in the areas identified in the job description. Demonstrates this knowledge in daily work and applies concepts appropriately in new situations.

- B. **Performance:** Performs work consistently, accurately, and effectively. Appropriate and effectively employs skills, techniques and methods learned in training using the methods techniques and skills. Work completed meets expectations for quality and performance responsibilities.

<i>Unsatisfactory</i>	<i>Needs Improvement</i>	<i>Proficient</i>	<i>Exemplary</i>
Not consistent, accurate and effective in completing assigned tasks. Seldom uses skills, techniques and methods learned in training. Seldom shows initiative and is reluctant to assist in preparation of instructional materials. Seldom completes duties as assigned	Sometimes consistently, accurately, and effectively completes assigned tasks. Sometimes uses skills, techniques and methods learned in training. Sometimes shows initiative and is willing to assist in preparation of instructional materials. Sometimes completes duties as assigned.	Consistently, accurately and effectively completes assigned tasks. Consistently and effectively uses skills, techniques and methods learned in training. Consistently shows initiative and is willing to assist in preparation of instructional materials. Regularly completes all duties as assigned.	Consistently, accurately and effectively completes assigned tasks. Effectively applies concepts, skills, techniques and methods learned in training. Shows initiative, anticipates problems and works on appropriate solutions, and is willing to assist in preparation of instructional materials. Always completes all duties as assigned.

Standard II: The paraprofessional demonstrates the dependability, time management, as well as the receptive and expressive communication skills, to effectively perform the assignment.

A. Dependability: Consistently prepared and on time when reporting to work and to assigned responsibilities.

<i>Unsatisfactory</i>	<i>Needs Improvement</i>	<i>Proficient</i>	<i>Exemplary</i>
Not consistent, accurate and effective in completing assigned tasks.	Sometimes consistently, accurately and effectively completes assigned tasks.	Consistently, accurately and effectively completes assigned tasks.	Consistently, accurately and effectively completes assigned tasks.
Seldom arrives on time, prepared for work, or for each assignment.	Sometimes arrives on time, prepared for work, or for each assignment.	Consistently arrives on time, prepared for work, or for each assignment.	Consistently arrives on time, prepared for work or for each assignment.
Does not show initiative.	Sometimes shows initiative.	Consistently shows initiative.	Consistently, shows initiative, anticipates problems and works on appropriate solutions.
Seldom completes duties as assigned.	Sometimes completes duties as assigned.	Regularly completes all duties as assigned.	Always completes all duties assigned.

B. Time Management: Well organized, utilizes time efficiently, and works independently when appropriate.

<i>Unsatisfactory</i>	<i>Needs Improvement</i>	<i>Proficient</i>	<i>Exemplary</i>
Seldom efficient and well organized in completing assigned tasks.	Sometimes efficient and well organized in completing assigned tasks.	Consistently efficient and well organized in completing assigned tasks.	Always efficient and well organized in completing assigned tasks.
Seldom effectively and appropriately works independently.	Sometimes effectively and appropriately works independently.	Consistently, effectively and appropriately works independently.	Works effectively and appropriately on assigned independent tasks, as well as those independently initiated.
Seldom completes all duties as assigned in an efficient and timely way.	Sometimes completes all duties as assigned in an efficient and timely way.	Regularly completes all duties as assigned in an efficient and timely way.	Always completes all duties as assigned in an efficient and timely way.

C. Communication: (expressive & receptive): Communicates effectively. Listens well. Responds to direction from direct supervisor appropriately. Demonstrates respect for human differences.

<i>Unsatisfactory</i>	<i>Needs Improvement</i>	<i>Proficient</i>	<i>Exemplary</i>
<p>Seldom communicates clearly, accurately and appropriately with other adults in the school and parents.</p> <p>Seldom uses unbiased language that respects human differences.</p> <p>Seldom presents directions, instruction and ideas clearly and accurately to students and others.</p> <p>Seldom listens carefully and well.</p> <p>Seldom responds to direction from direct supervisor appropriately.</p>	<p>Sometimes consistently communicates clearly, accurately and appropriately with other adults in the school and parents.</p> <p>Sometimes uses unbiased language that respects human differences.</p> <p>Sometimes presents directions, instruction and ideas clearly and accurately to students and others.</p> <p>Sometimes listens carefully and well.</p> <p>Sometimes responds to direction from direct supervisor appropriately.</p>	<p>Consistently communicates clearly, accurately and appropriately with other adults in the school and parents.</p> <p>Consistently uses unbiased language that respects human differences.</p> <p>Consistently presents directions, instruction and ideas clearly and accurately to students and others.</p> <p>Consistently listens carefully and well.</p> <p>Consistently responds to direction from direct supervisor appropriately.</p>	<p>Always communicates clearly, accurately and appropriately with other adults in the school and parents.</p> <p>Always uses unbiased language that respects human differences.</p> <p>Always presents directions, instruction and ideas clearly and accurately to students and others.</p> <p>Listens carefully and well, appropriately including new information into job performance.</p> <p>Always responds to direction from direct supervisor appropriately.</p>

D. Confidentiality: Practices discretion and maintains confidentiality.

<i>Unsatisfactory</i>	<i>Needs Improvement</i>	<i>Proficient</i>	<i>Exemplary</i>
<p>Seldom correctly identifies information that is confidential or seeks guidance from the supervisor.</p> <p>Seldom practices discretion and maintains confidentiality.</p>	<p>Sometimes correctly identifies information that is confidential or seeks guidance from the supervisor.</p> <p>Sometimes practices discretion and maintains confidentiality.</p>	<p>Consistently and correctly identifies information that is confidential or seeks guidance from the supervisor.</p> <p>Consistently practices discretion and maintains confidentiality.</p>	<p>Always correctly identifies information that is confidential or seeks guidance from the supervisor.</p> <p>Always practices discretion and maintains confidentiality.</p>

Standard III: The paraprofessional demonstrates the motivation, ability to adapt to a changing environment and appropriate interpersonal skills to effectively perform the assignment.

A. **Motivation:** Builds on strengths and acts on suggestions in areas needing improvement.

<i>Unsatisfactory</i>	<i>Needs Improvement</i>	<i>Proficient</i>	<i>Exemplary</i>
Seldom acknowledges and uses areas of strength in performing the assignment. Seldom acts on suggestions from the supervisor to improve job performance.	Sometimes acknowledges and uses areas of strength in performing the assignment. Sometimes acts on suggestions from the supervisor to improve job performance.	Consistently acknowledges and uses areas of strength in performing the assignment. Acts on suggestions from the supervisor to improve job performance.	Builds skills in areas of strength in performing the assignment. Seeks out and acts on suggestions from the supervisor to improve job performance.

B. **Adaptability to Change:** Possesses the ability to be flexible and adapts quickly to new situations and an ever changing educational environment. Demonstrates sound judgement.

<i>Unsatisfactory</i>	<i>Needs Improvement</i>	<i>Proficient</i>	<i>Exemplary</i>
Seldom demonstrates flexibility when presented with challenges in schedule, responsibilities or assignments. Seldom able to appropriately and effectively adapt to new situations. Seldom demonstrates sound judgement.	Sometimes demonstrates flexibility when presented with changes in schedule, responsibilities or assignment. Sometimes able to appropriately and effectively adapt to new situations. Sometimes demonstrates sound judgement.	Consistently demonstrates flexibility when presented with changes in schedule, responsibilities or assignment. Consistently able to appropriately and effectively adapt to new situations. Consistently demonstrates sound judgement.	Takes appropriate initiative and/or offers appropriately options when presented with changes in schedule, responsibilities or assignment. Quickly and consistently able to appropriately and effectively adapt to new situations. Always demonstrates sound judgement.

C. **Interpersonal Effectiveness:** Maintains effective working relationship with others. Resolves conflict well, seeks assistance when appropriate.

<i>Unsatisfactory</i>	<i>Needs Improvement</i>	<i>Proficient</i>	<i>Exemplary</i>
Seldom maintains effective, professional working relationships with others. Seldom seeks to resolve conflicts with and without assistance.	Sometimes maintains effective, professional working relationships with others. Sometimes seeks to resolve conflicts with and without assistance.	Consistently maintains effective, professional working relationships with others. Consistently seeks to resolve conflicts with and without assistance.	Consistently maintains effective, professional working relationships with others. Consistently seeks to resolve conflicts with and without assistance, and help others resolve conflicts by adding information, ideas and suggestions to the professional.

Chicopee Public Schools Paraprofessional Evaluation

Name: _____ School: _____ Assignment: _____

Supervisors Name: _____

Paraprofessional's initials _____ and date _____ (This indicates s/he has read this Paraprofessional Evaluation document at the beginning of each school year or at the time of hire.)

Note: The attached job description describes the specific responsibilities for each different role (e.g., SPED, ELL, computer lab).

Standard I: The paraprofessional demonstrates the knowledge and skills to perform the functions of the assignment.

A. **Knowledge:** Demonstrates knowledge of methods, techniques, and skills required of position. Has been or will soon be trained in any specialized methods, skills or techniques required for the assignment.

<i>Unsatisfactory</i>	<i>Needs Improvement</i>	<i>Proficient</i>	<i>Exemplary</i>
Refuses to be trained in one or more of the areas identified in the job description.	Reluctant to be trained in one or more of the areas identified in the job description.	Trained or willing to be trained in the areas identified in the job description.	Trained or willing to be trained in the areas identified in the job description.
Inconsistently demonstrates this knowledge in daily work.	Sometimes demonstrates this knowledge in daily work.	Consistently demonstrates this knowledge in daily work.	Demonstrates this knowledge in daily work and applies concepts appropriately in new situations.

B. **Performance:** Performs work consistently, accurately, and effectively. Appropriate and effectively employs skills, techniques and methods learned in training using the methods techniques and skills. Work completed meets expectations for quality and performance responsibilities.

<i>Unsatisfactory</i>	<i>Needs Improvement</i>	<i>Proficient</i>	<i>Exemplary</i>
Not consistent, accurate and effective in completing assigned tasks.	Sometimes consistently, accurately, and effectively completes assigned tasks.	Consistently, accurately and effectively completes assigned tasks.	Consistently, accurately and effectively completes assigned tasks.
Seldom uses skills, techniques and methods learned in training.	Sometimes uses skills, techniques and methods learned in training.	Consistently and effectively uses skills, techniques and methods learned in training.	Effectively applies concepts, skills, techniques and methods learned in training.
Seldom shows initiative and is reluctant to assist in preparation of instructional materials.	Sometimes shows initiative and is willing to assist in preparation of instructional materials.	Consistently shows initiative and is willing to assist in preparation of instructional materials.	Shows initiative, anticipates problems and works on appropriate solutions, and is willing to assist in preparation of instructional materials.
Seldom completes duties as assigned	Sometimes completes duties as assigned.	Regularly completes all duties as assigned.	Always completes all duties as assigned.

Standard II: The paraprofessional demonstrates the dependability, time management, as well as the receptive and expressive communication skills, to effectively perform the assignment.

A. Dependability: Consistently prepared and on time when reporting to work and to assigned responsibilities.

<i>Unsatisfactory</i>	<i>Needs Improvement</i>	<i>Proficient</i>	<i>Exemplary</i>
Not consistent, accurate and effective in completing assigned tasks.	Sometimes consistently, accurately and effectively completes assigned tasks.	Consistently, accurately and effectively completes assigned tasks.	Consistently, accurately and effectively completes assigned tasks.
Seldom arrives on time, prepared for work, or for each assignment.	Sometimes arrives on time, prepared for work, or for each assignment.	Consistently arrives on time, prepared for work, or for each assignment.	Consistently arrives on time, prepared for work or for each assignment.
Does not show initiative.	Sometimes shows initiative.	Consistently shows initiative.	Consistently, shows initiative, anticipates problems and works on appropriate solutions.
Seldom completes duties as assigned.	Sometimes completes duties as assigned.	Regularly completes all duties as assigned.	Always completes all duties assigned.

B. Time Management: Well organized, utilizes time efficiently, and works independently when appropriate.

<i>Unsatisfactory</i>	<i>Needs Improvement</i>	<i>Proficient</i>	<i>Exemplary</i>
Seldom efficient and well organized in completing assigned tasks.	Sometimes efficient and well organized in completing assigned tasks.	Consistently efficient and well organized in completing assigned tasks.	Always efficient and well organized in completing assigned tasks.
Seldom effectively and appropriately works independently.	Sometimes effectively and appropriately works independently.	Consistently, effectively and appropriately works independently.	Works effectively and appropriately on assigned independent tasks, as well as those independently initiated.
Seldom completes all duties as assigned in an efficient and timely way.	Sometimes completes all duties as assigned in an efficient and timely way.	Regularly completes all duties as assigned in an efficient and timely way.	Always completes all duties as assigned in an efficient and timely way.

C. Communication: (expressive & receptive): Communicates effectively. Listens well. Responds to direction from direct supervisor appropriately. Demonstrates respect for human differences.

<i>Unsatisfactory</i>	<i>Needs Improvement</i>	<i>Proficient</i>	<i>Exemplary</i>
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