

**Contractual Agreement**  
**between**  
**The Dover-Sherborn Regional**  
**Dover School Committee**  
**Sherborn School Committee**  
**and**  
**The Dover-Sherborn Education Support**  
**Professional Unit**

*July 2014 through June 2017*

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## **Preamble**

This Agreement entered into this 17<sup>th</sup> day of June 2014, by and between the Dover School Committee, Sherborn School Committee, and Dover-Sherborn Regional Committee (hereinafter referred to as the Employer and/or the Committees) and the Dover-Sherborn Education Support Professional Association (hereinafter referred to as the Association) has as its purpose the negotiation of wages, benefits, hours, and other conditions of employment on behalf of the permanent employees of the Association.

## **ARTICLE I Recognition**

### **1.1 Representation**

For the purpose of collective bargaining on questions of wages, hours, standards of productivity and performance and other terms and conditions of employment, the School Committee recognizes the Dover-Sherborn Educational Support Professional Association as the exclusive representative of the following Educational Assistants of the Public Schools of Dover and Sherborn: Educational Assistant I, Educational Assistant II, and Educational Assistant III. The Education Support Professional Association will be represented by the Dover-Sherborn Education Association.

For the purpose of this Agreement, full-time Educational Assistants will be those who work twenty-five (25) hours or more per week and part-time Educational Assistants who work fewer than twenty-five (25) hours per week. All contractual benefits will be pro-rated based upon the Educational Assistant's full-time equivalent. Educational Assistants are benefits-eligible if working greater than twenty (20) hours per week

### **1.2 Membership**

As sole bargaining agent, the Association will accept into membership all Educational Assistants covered by this Agreement without regard to race, color, creed, national origin, sex/gender, gender identity, marital status, or previous affiliation with other teacher organizations.

Membership is restricted to those who are duly employable as an Educational Assistant (paraprofessional) according to the The Elementary and Secondary Education Act (ESEA), also known as The No Child Left Behind Act. ESEA requires all paraprofessionals who provide instructional support, regardless of funding source, to have a high school diploma (or equivalent) and prove that they are "highly qualified" by way of obtaining an associate's (or higher) degree or completing at least two years of study at an institute of higher education or demonstrating, through a formal state or local academic assessment, knowledge of reading, writing, math, and the ability to assist in instructing these subjects.

### **1.3 No-Strike Clause**

The Association, on its own behalf, and, on behalf of each of the employees that it represents, hereby agrees and covenants that during the term(s) of this Agreement, it will not authorize, approve, participate in or in any way encourage any illegal strike, illegal work stoppage, illegal slowdown or the illegal withholding of services including extracurricular services from the Employer and/or the Towns of Dover or Sherborn. It is further agreed that the Association will not unlawfully interfere with or restrain any persons from seeking employment with the Dover, Sherborn, or Dover-Sherborn Schools during the term(s) of the Agreement. It is further agreed that

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any employee covered by this Agreement who violates this provision, or any part thereof, subjects himself or herself to disciplinary action or dismissal.

#### **1.4 Mutual Obligations**

The Committee and the Association agree to carry out the express commitments contained herein and give them full force and effect as contractual obligations.

### **ARTICLE II Nature of Employee Positions**

#### **2.1 Notification**

It is agreed that notification of their current employment status will be given to members of the Association as soon as possible but no later than by July 31<sup>st</sup> of each year.

#### **2.2 Just Cause**

No Educational Assistants will be disciplined, reprimanded, or reduced in rank or compensation without just cause.

#### **2.3 Transfers**

Should the Employer exercise its discretion to change or delete positions currently held by employees, such affected employees may request a transfer to the new or altered positions providing they are qualified to fill such positions.

In acting upon such requests for transfer, the Superintendent or his /her designee will consider an employee's prior experience in the Public Schools of Dover and Sherborn.

If an Educational Assistant's assignment is altered (i.e. student goes to out of district program or moves during the course of the school year), the administration may transfer personnel to meet students' needs.

#### **2.4 Probation**

Educational Assistants will be hired on a three (3) month probationary status during which time he/she may be replaced for failing to perform at a satisfactory performance level. The decision to replace the individual during the probationary period will not be grievable or subject to arbitration. Contractual benefits accrue during this 3-month probationary period.

### **ARTICLE III Association Representation and Access to Premises**

The Association shall designate in writing to the School Committees the name of its Association Representatives.

The School Committees agrees to permit other authorized Association representatives reasonable access to the school premises to discuss grievances with Association members, providing they first obtain permission to do so from the Superintendent of Schools.

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## **ARTICLE IV**

### **Longevity**

Longevity is based on the following schedule:

5+ years of service	\$250
10+ years of service	\$475
15+ years of service	\$625
20+ years of service	\$675
25+ years of service	\$725
30+ years of service	\$775

Yearly longevity is payable in two equal installments annually, namely, in December and June.

## **ARTICLE V**

### **Hours of Work and Overtime**

#### **5.1 Hours of Work**

Work schedules will be determined by one's immediate supervisor and approved by the Superintendent. No employee shall leave the school premises during scheduled working hours without approval of the building principal.

The work year for Educational Assistants will be all student days and other professional development time defined in Article IX.

Educational Assistants shall submit to his/her immediate supervisor a weekly time sheet for the number of hours worked any given week.

Educational Assistants who attend after-hours functions during the school year including meetings, parent workshops, conferences, and early release day programs will be paid at their hourly rate. Such time must be approved by one's immediate supervisor.

Educational Assistants work only half days on early release days they shall be paid only for the hours worked, equal to at least the student hours. The exception to this is in the event of pre-approved professional development time worked pursuant to Article IX.

#### **5.2 Substitute Pay**

If an Educational Assistant is asked to substitute teach for any 2-hour cumulative block of time on any given day, s/he will be paid time and one-half for those hours.

#### **5.3 Holidays**

Holiday pay will be granted for nine (9) identified holidays as defined below. Payment is to be made in accordance with hours ordinarily worked on that day.

Columbus Day	New Year's Day
Veterans' Day	Martin Luther King Day
Thanksgiving Day	Memorial Day
Christmas Day	Good Friday
Labor Day*	

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*\* Labor Day applies as a paid holiday only when the school year begins prior to Labor Day.*

#### **5.4 Duty-Free Lunch**

Educational Assistants are provided a duty-free lunch period for a length of time commensurate to that afforded teachers.

### **ARTICLE VI**

#### **Health Plan Coverage**

The Employer agrees to continue for employees covered by this Agreement and who work at least twenty (20) hours per week coverage under the health plans accepted by the Town of Dover, Town of Sherborn, and the Dover-Sherborn Regional School District.

Educational Assistants pay premiums for summer months' health insurance coverage incrementally over the 21-pay periods throughout the school year.

### **ARTICLE VII**

#### **Sick Leave**

Accumulation of sick days will begin as of the date of employment at the rate of one and one quarter (1.25) FTE days per month until the beginning of the fiscal year (July 1) to a maximum of thirteen (13) FTE days. Beginning the first fiscal year after the date of employment, thirteen (13) FTE days will be added to any unused sick days to a maximum of one hundred twenty (120) days.

Up to five (5) days of sick leave shall be granted for serious illness of the employee's spouse, children, mother or father.

A physician's note may be required for sick leave exceeding five (5) consecutive work days.

By November 1<sup>st</sup> each Educational Assistant shall receive from the Central Office a report of his/her accumulated sick time.

When a pattern of absences is detected, one's immediate supervisor shall document the pattern in a confidential memorandum to the Educational Assistant and said memorandum shall be included in the employee's personnel file. Attendance is a variable used in determining re-appointment of Educational Assistants.

### **ARTICLE VIII**

#### **Leaves of Absence**

##### **8.1 Family Medical Leave**

All eligible members of the Association are eligible for unpaid leaves of absence in accordance with The Family and Medical Leave Act of 1993 ("FMLA"). FMLA currently includes leaves of up to twelve (12) weeks per year for:

- ✓ The birth of a child and in order to care for the newborn;
- ✓ The adoption or placement of a child for foster care with the employee;
- ✓ To care for a child, spouse, or parent with a serious health condition;

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- ✓ Because of the employee's own serious health condition that makes the employee unable to perform the essential functions of his/her position.

All Association members shall presumptively be considered to have met the 1,250 hour eligibility threshold on an annual basis. In the case of a part-time employee, the district shall bear the burden to establish the employee did not meet the 1,250 hour eligibility threshold.

For leave related to the birth or placement of a child, the employee must provide at least two weeks' written notice before his/her anticipated date of departure and include an intended date of return.

FMLA leave will be processed in accordance with the District's FMLA policy.

### **8.2 Use of Paid Sick Time**

The illness, or disability, resulting from pregnancy will be handled as it pertains to sick pay in the same manner as any other illness or disability, that is,

1. An employee who has been certified as disabled by her health care provider may utilize paid sick time for the period of disability.
2. The Educational Assistant must be in a paid working status at the time of her illness or disability in order to qualify for sick pay.
3. The length of time the Educational Assistant can collect sick pay is restricted to her accumulated sick days.
4. Sick pay shall be allowed only for days Educational Assistants who would normally work during the school year.
5. As in all long term illnesses, the Educational Assistant must present a medical certificate from a regularly licensed and practicing physician to the Superintendent indicating the medical condition which prevents the Educational Assistant from continuing his/her duties and that this certificate indicates the date on which this illness or disability began or will begin.
6. As in all cases of absences because of illness, the Superintendent may require the Educational Assistant to produce a medical certificate of disability from a regularly licensed and practicing physician when circumstances warrant suspected abuse.
7. An Educational Assistant who becomes pregnant shall notify her immediate supervisor as soon as practicable in order that appropriate replacement arrangements may be made.
8. Educational Assistants who desire to return after the conclusion of their FMLA leave shall give written notice to the Superintendent before leaving and shall indicate before leaving the anticipated time of return. If an Educational Assistant returns within the same school year, or the beginning of the next school year, he/she shall be assigned to the same position at the beginning of the next school year he/she had at the time said leave commenced, provided the position has not been eliminated, or if so, a substantially equivalent position, if available.

Appropriate medical evidence shall be required prior to return from FMLA leave.

A full-time Educational Assistant who does not use any sick time during the preceding year shall receive a bonus of \$250, payable in September of the following school year.

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A part-time Educational Assistant who does not use any sick time during the preceding year shall receive a bonus of \$150, payable in September of the following school year.

### **8.3 Bereavement Leave**

Educational Assistants shall be allowed a period of three (3) consecutive school days absence without loss of pay or sick leave upon the death of an immediate family. Immediate family includes mother, father, sisters, brothers, children, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparent, grandchild, partner, or spouse.

### **8.4 Jury Leave**

In the event an Educational Assistant is summoned to serve on jury duty during the school year, the Educational Assistant shall within five (5) calendar days of receipt of the court's summons, so inform his/her immediate supervisor and the Superintendent. Should the Educational Assistant be empaneled, he/she shall be paid the difference between his/her daily rate of compensation and the compensation paid the Educational Assistant by the courts excluding food and travel expenses.

### **8.5 Personal Days**

All employees may be granted up to a maximum of three (3) days excused absence with pay *for the purpose of conducting urgent personal business which cannot be handled outside the regular work day*. Requests should be made in writing through the employee's immediate supervisor, except in cases of unforeseen emergency. Such requests should be filed at least five (5) working days prior to the excused leave.

The following conditions apply to personal days:

- Personal days shall be non-cumulative
- Personal days may not be taken the day before or the day after a school vacation or holiday
- A maximum of one (1) personal day may be used in May or June (The only exception to this is in extenuating circumstances when the employee seeks and receives permission from his/her immediate supervisor.)
- Unused personal days shall accrue to one's personal sick bank

### **8.6 Professional Leave**

Subject to the availability of funds, time may be granted and expenses paid for attendance at educational conferences, workshops, and seminars upon approval of the immediate supervisor and the Superintendent.

### **8.7 Snow Delay/Emergency Situations**

Educational Assistants are not to report for work when school is cancelled because of inclement weather or other related emergencies and compensation will be adjusted on the basis of actual hours worked.

If an Educational Assistant is late due to inclement weather, the time may be made up by working extra hours on succeeding days at the discretion of one's immediate supervisor.

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If Educational Assistants are released early from work due to inclement weather or related emergencies, they shall be paid for their normal working day.

## **ARTICLE IX**

### **Professional Development Days**

Educational Assistants are required to attend twelve (12) hours of professional development annually. Six (6) of the twelve (12) hours shall be scheduled during teachers' professional development preceding the opening of school each year (typically the last week of August). The remaining six (6) hours shall be scheduled during the school year according to one's immediate supervisor, with sufficient advance notice of the date(s) being provided to the employee.

## **ARTICLE X**

### **Reduction-in-Force**

#### **9.1 Reduction-in-Force**

When a Committee determines that staff reductions are necessary, it shall retain those employees whom administration deems most qualified. When qualifications are deemed to be equal, seniority governs.

#### **9.2 Continuation of Insurance Benefits**

Employees on leave pursuant to this Article may continue group health insurance during said recall period at the applicable COBRA rate.

## **ARTICLE XI**

### **Grievance and Arbitration**

Any grievance or dispute, which may arise between the parties concerning the application, meaning or interpretation of this Agreement shall be settled pursuant to the terms of this Article. The School Committee and the Association desire that such procedure shall always be as confidential as may be appropriate for the grievance involved at the procedural Classification Involved.

#### **Level One**

The employee with a grievance will first discuss it within twenty (20) working days of the date of the grievance with his/her immediate supervisor with the object of resolving the matter informally. An Association Representative may be present. The immediate supervisor must render a decision in writing within five (5) working days of said presentation.

#### **Level Two**

If the grievance is not satisfactorily resolved at Level One, the employee may, with the Association Representative's concurrence, present the matter in writing to the Assistant Superintendent within five (5) working days following such Level One presentation. The Assistant Superintendent shall, within eight (8) working days after written receipt of the written grievance, notify and meet with the aggrieved employee and the Association Representative in an effort to resolve the matter. The Assistant Superintendent shall render his/her decision to the grievance in writing within five (5) working days of the presentation. Group grievance will be processed at this level.

#### **Level Three**

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If the grievance is not satisfactorily resolved at Level Two, the Association Representative may present the grievance in writing to the Superintendent within five (5) working days of receipt of the written response of the Assistant Superintendent.

The Superintendent shall, within five (5) working days after receipt of the written grievance, notify and meet with the aggrieved employee and the Association Representative in an effort to resolve the matter. The Superintendent shall render his/her decision to the grievance in writing within five (5) working days after the meeting. Disciplinary procedures, if necessary, will be processed at this level, and any decision rendered by the Superintendent shall be final.

**ARTICLE XII**  
**Discrimination**

The School Committees and Association agree that all provisions of this Agreement shall be applied without regard to race, color, religious creed, age, sex, gender identity, or national origin. The School Committees and Association further agree that they shall not directly, or indirectly, apply or attempt to apply discipline, coercion or discrimination against any employee who chooses to engage or not engage in Association activities.

**ARTICLE XIII**  
**Separability of Agreement/Invalidity**

If any provisions of this Agreement shall be found contrary to law, then such provisions shall be deemed invalid, but all other provisions shall remain in full force and effect.

**ARTICLE XIV**  
**Vacations**

As all Educational Assistants work the school-year calendar, vacation time does not apply. Educational Assistants are afforded the nine (9) paid vacation days defined as "Holidays" (Article V, Section 3).

**ARTICLE XV**  
**Workers' Compensation**

When an Educational Assistant is out of work on Workers' Compensation pay, s/he shall be paid the difference between her/his base pay and the Workers' Compensation pay, but not in excess of her/his regular rate of pay.

**ARTICLE XVI**  
**Resignations**

Any Education Assistant who intends to resign his/her position shall give notice to the Superintendent no later than thirty (30) calendar days prior to the date of intended resignation. Exceptions to this provision may be approved by the Superintendent due to illness or unforeseen circumstances beyond the control of the Educational Assistant involved. Unless so approved by the Superintendent, violation of this provision will be so noted in the Educational Assistant's personnel file and will be included in any future reference requests.

**ARTICLE XVII**

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### **Filling of Vacancies**

When a bargaining unit vacancy occurs for any reason, including new positions, the Superintendent or his/her designee shall post notices within seven (7) regularly scheduled workdays of the Superintendent or his/her designee action of same in each school for not less than seven (7) regularly scheduled work days prior to the opening of applications.

The notice shall indicate the title and classification of the available position, the specific duties of the position, the hourly rate for the position, number of hours per week and weeks per year, and the school or building in which the position is located.

Current Educational Assistants wishing to be considered for the position shall make a written application to the Business Manager by the closing date indicated in the posting. All in-house candidates will receive an interview for and be considered for all vacant positions. The Superintendent or his/her designee shall consider all applicants in a fair and impartial manner. The applicant deemed most qualified will be appointed.

Applicants will be notified of their status in writing and in a timely manner.

All newly Educational Assistants serve on a trial basis for three months (3) during which time she/he may be replaced by the Superintendent or his/her designee as he/she, in his/her sole discretion, so determines. The decision to replace the individual during this (3) month probationary period will not be grievable or subject to arbitration.

## **ARTICLE XVIII**

### **Miscellaneous Benefits**

#### **17.1 Retirement**

The appropriate percentage of earnings (depending on the date of entry into the retirement system) shall be deposited with the Commonwealth of Massachusetts County Retirement System to be collected upon retirement or separation from the Schools. This is subject to the rule and regulations of membership in the particular county retirement system that is applicable. Participation in a Deferred Compensation Plan is required of Educational Assistants working fewer than twenty (20) hours per week.

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### **17.2 Retirement Incentive**

Educational Assistants with ten (10) years' service in the Dover, Sherborn and Dover-Sherborn Regional School Districts or any combination thereof, will be entitled to a lump sum amount of up to a maximum of \$600 in addition to her/his final year before retirement. The amount to be determined shall be computed at the rate of \$5 per day times unused cumulative sick leave. In order to receive the lump sum retirement payment, the employee must notify the Committee in writing of her/his intention to retire prior to April 1 of the fiscal year preceding the actual fiscal year of which the employee intends to retire, but not less than six months before retirement. In the case of forced disability retirement, the notification can be waived

### **17.3 Copy of Agreement**

Copies of the final Agreement approved by all Parties will be available to each Educational Assistant through the school system website.

### **17.4 Personal Complaints**

Any complaint regarding an Educational Assistant made to any member of the administration by any person, regardless of the form in which the complaint was made, will be called to the attention of the administrative assistant, in writing, provided that the complaint is not subject to criminal investigation.

### **17.5 Personnel Records**

Each Educational Assistant shall have the right, with 24 hours written notice and during regular business hours, to examine and to copy any and all materials contained in his/her personnel file.

Whenever any written material is inserted into an Educational Assistant's personnel file, the administrative assistant shall be notified and given a copy of such material within ten (10) days.

## **ARTICLE XIX**

### **Negotiations Procedure**

This Agreement incorporates the entire understanding of the parties on all issues, which were or could have been the subject of negotiation.

Any matter not specifically covered by this Agreement is not a part of this Agreement.

This Agreement may not be modified in whole or part by the parties except by an instrument, in writing, duly executed by both parties.

## **ARTICLE XX**

### **Regulations**

Except as expressly authorized by the Superintendent, no employee shall:

1. Accept any gratuities of money or goods from any person associated with the Dover-Sherborn Public Schools in furnishing supplies, equipment, or service.
2. Participate as an official representative of the Dover-Sherborn Public Schools in charity drives, special observances, or promotional activities.

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**ARTICLE XX**

**Duration**

This Agreement shall commence July 1, 2014 and extend through June 30, 2017.

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**Attachment 1**  
**Classification Schedule**

**Educational Assistant I**

One is considered an Educational Assistant I if he/she holds at least an Associates Degree in a field related to education and has sufficient skills related directly to the job for which he/she is hired.

**Educational Assistant II**

One is considered an Educational Assistant II if he/she holds at least an Associates Degree in a field related to education, and has verifiable and relevant skills related directly to the job for which he/she is hired.

**Educational Assistant III**

One is considered an Educational Assistant III if he/she holds a Bachelors Degree in a field related to education **and**

- has undergone specialized training consistent with the job for which the person is hired (i.e., applied behavioral analysis, social-emotional training, data collection experience, curriculum modification background). Such training and its applicability to the position is at the discretion of the hiring administrator; **or**
- serves as a one-to-one Educational Assistant for an identified student (*subject to specific job description/assignment*).

*(Note: In extenuating circumstances, an exception may be made to the degree requirement defined under Educational Assistant III. The decision of the Superintendent shall be final in all cases.)*

**Attachment 2  
Salary Schedule**

	Fiscal Year 2015 School Year 2014-15	Fiscal Year 2016 School Year 2015-16	Fiscal Year 2017 School Year 2016-17
Educational Assistant I (FY14 = \$17.17)	\$17.48 per hour 1.8% over FY14	\$17.79 per hour 1.8% over FY15	\$18.11 per hour 1.8% over FY16
Educational Assistant II (FY14 = \$18.83)	\$19.17 per hour 1.8% over FY14	\$19.52 per hour 1.8% over FY15	\$19.87 per hour 1.8% over FY16
Educational Assistant III (FY14 = \$26.64)	\$27.04 per hour 1.5% over FY14	\$27.45 per hour 1.5% over FY15	\$27.86 per hour 1.5% over FY16

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Dawn Fattore, Chair, Dover School Committee

Date

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Frank Hess, Chair, Sherborn School Committee

Date

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Dana White, Chair,  
Dover-Sherborn Regional School Committee

Date

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*Donna Bacchiocchi*  
Donna Bacchiocchi, Education Support Association

*June 11, 2014*  
Date

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*Patricia Antinori*  
Patricia Antinori, Education Support Association

*June 12, 2014*  
Date