

CONTRACT
BETWEEN THE HULL SCHOOL COMMITTEE
AND
THE HULL TEACHERS ASSOCIATION -
PARAPROFESSIONAL UNIT

September 1, 2021 – August 31, 2024

TABLE OF CONTENTS

	<u>PAGE</u>
ARTICLE III	COMMITTEE RIGHTS 3
ARTICLE VIII	COMPENSATION 8
ARTICLE XXV	DUES DEDUCTIONS/AGENCY SERVICE FEE 16-17
ARTICLE VI	EVALUATION 7
APPENDIX B	EVALUATION FORM 20-22
ARTICLE XVII	BEREAVEMENT LEAVE 12-13
ARTICLE IV	GENERAL 3-4
ARTICLE V	GRIEVANCE PROCEDURE 4-6
APPENDIX C	HEALTH INSURANCE PREMIUMS 23
ARTICLE XXII	INSURANCE 15-16
ARTICLE IX	JOB CLASSIFICATIONS 8
ARTICLE XVI	JURY DUTY 12
ARTICLE XVIII	LEAVES OF ABSENCE 13
ARTICLE XIV	MILITARY LEAVE 12
ARTICLE XIII	PARENTAL LEAVE 11
ARTICLE XV	PERSONAL LEAVE 12
ARTICLE XXVII	PRINTING OF CONTRACT 18
ARTICLE VII	PROBATIONARY PERIOD 8
ARTICLE XXVI	PROFESSIONAL DEVELOPMENT 17-18
ARTICLE I	RECOGNITION 2
ARTICLE XX	SICK BANK 13-14
ARTICLE XIX	SICK LEAVE 13
ARTICLE XXVII	SIGNING OF CONTRACT 18
APPENDIX D	STIPENDS (SPECIFIED POSITIONS/ACTIVITIES) 24
ARTICLE XII	SUBSTITUTE COVERAGE 11
ARTICLE II	TERM OF CONTRACT 2-3
ARTICLE XXI	TERMINATION OF SERVICE 14-15
ARTICLE XXIII	TRAVEL ALLOWANCE 16
ARTICLE XI	VACANCIES AND TRANSFERS 10-11
APPENDIX A	WAGES 19
ARTICLE X	WORK DAY/WORK YEAR 9
ARTICLE XXIV	WORKERS' COMPENSATION 16

CONTRACT

Pursuant to the provisions of Chapter 150E of the General Laws of Massachusetts, this Contract is made and entered into by and between the Hull Teachers Association, (hereinafter "the Association") and the Hull School Committee (hereinafter "the Committee").

WITNESSETH

WHEREAS, the Committee and the Association desire to enter into a collective bargaining Contract which has as its purpose, the promotion of harmonious relations between the Committee and the Association, the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work, and other conditions of employment of Association employees.

ARTICLE I**Recognition**

For purposes of collective bargaining, the Hull School Committee recognizes the Hull Teachers Association of the Massachusetts Teachers Association as the sole bargaining agent for all paraprofessional employees employed by the Hull School Committee including the classification of teacher assistant, but excluding all managerial, confidential and casual employees.

ARTICLE II**Term of Contract**

2.01. This Contract shall be effective commencing September 1, 2021 and shall terminate on August 31, 2024.

2.02. This Contract incorporates the entire understanding of the parties on all issues, which were or could have been the subject of negotiations. During the term of this Contract, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Contract and whether or not within the knowledge or contemplation of the parties at the time they negotiated or signed this Contract.

2.03. If any provision of this Contract or any application thereof affecting members of the Unit are found to be contrary to law, they shall remain in effect to the extent permitted by law, but all other provisions of this Contract shall continue in full force and effect.

2.04. The failure by the Committee or the Association in one or more instances to observe or enforce any provisions of this Contract shall not be construed as a waiver of said provisions.

2.05. No addition to, alteration, modification or waiver of any of the terms or provisions of this Contract shall be valid, binding or of any force or effect unless it is made in writing and executed by the Committee and the Association.

ARTICLE III

Committee Rights

3.01. The Hull School Committee and the Superintendent are provided with powers under the laws of the Commonwealth of Massachusetts, and nothing in this Contract shall be deemed or construed to derogate from or impair any power, right or duty conferred upon the Committee or District or the Superintendent by law or any rule or regulation of the Commonwealth. Except as is otherwise expressly provided by the terms of this Contract, the determination of educational policy, the operation of the schools and the direction of the working forces are exclusively that of the Superintendent and/or the School in accordance with the laws of the Commonwealth.

ARTICLE IV

General

4.01. There will be no reprisals of any kind taken against any paraprofessional by reason of their membership in the Association or participation in its activities, or non-membership in the Association or nonparticipation in its activities by the Committee, Association, or paraprofessional.

4.02. Grievance or negotiation meetings normally will be commenced after the normal dismissal time. If negotiation meetings are scheduled between the Committee and the Association during a school day, the representatives of the Association will be relieved from all regular duties without loss of pay, as necessary, in order to permit their participation in such meetings.

4.03. Employees will not be disciplined or discriminated against, with respect to employment, as a result of political or religious affiliations by either the Committee, Association or paraprofessionals of the Hull Public Schools.

4.04. 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 of this Contract, it shall not authorize, approve, participate or in any way encourage any strike, work stoppage, slowdown or the withholding of services from the Committee.

4.05. The Committee recognizes the importance of a duty free lunch. Full-time paraprofessionals shall receive a twenty-five (25) minute duty free lunch each day. At all times the needs of the student body will be taken into consideration.

4.06. Full-time and part-time employees are defined as follows:

(A) Full-time paraprofessional is defined as one who is regularly scheduled to work a minimum of 35 hours per week. Full-time paraprofessionals are entitled to receive all benefits allowed under this Contract provided they are eligible.

(B) A part-time paraprofessional is defined as one who is regularly scheduled to work less than 35 hours per week. Part-time paraprofessionals are entitled to receive the benefits allowed under this contract pro-rated for actual hours worked. Any part-time Paraprofessional who works less than 20 hours a week is not entitled to receive benefits.

4.07. Each paraprofessional shall be given written notice of their assignment for the next school year by June 15th. Such notice shall specify the building, grade level, and subject area to which the paraprofessional will be assigned. In addition, the employer shall make best efforts to explain the nature of any special circumstances the paraprofessional may expect to encounter in the assignment, if known to the employer. It is understood that many paraprofessional positions are contingent upon grant approval. Thus, paraprofessionals whose positions are affected by grant money will receive notice of the school's desire for their continued employment pending approval of grant funding.

4.08. All paraprofessionals will be notified of all benefits available to them at the beginning of the school year. In support of that effort, all paraprofessionals shall be provided a digital copy of this Contract whenever a new contract is executed and for new employees, upon hire.

4.09. All leaves and benefits provided in this Contract will be prorated upon a midyear hire or termination. In addition, leave and other applicable benefits will be prorated based upon the paraprofessional's full time equivalency.

ARTICLE V

Grievance Procedure

5.01. A grievance is defined as an alleged violation of one of the express provisions of the Contract. The Committee and the Association agree that the exclusive method for the adjustment, processing and settlement of a grievance as defined herein, shall be in accordance with the grievance procedure prescribed in this Article. The Committee and the Association desire that such procedure shall always be as informal and confidential as may be appropriate for the grievance involved at the procedural level; and nothing in this Contract shall prevent any such employee from individually presenting any grievance of the employee.

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

5.03. In the event a grievance is filed on or after June 1, which, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable except in the use of a grievance filed under 5.07.

5.04. Grievances shall be processed in accordance with the following procedure:

LEVEL I: The aggrieved employee shall first submit their grievance in writing to their building principal. A grievance which is not presented by an employee to their building principal within twenty (20) school days after the occurrence of the alleged cause of the grievance or after the date of first knowledge of the occurrence by any employee affected, whichever is sooner, shall be deemed to have been waived. The written grievance shall contain the following: the employee's name and assignment; the specific provision or provisions of the Contract claimed to be violated; the approximate time(s) and place(s) the incident or action leading up to the grievance occurred; a summary of the facts involved, and the relief desired. The building principal shall attempt to adjust the grievance and shall advise the aggrieved employee in writing of their decision concerning the grievance within ten (10) working days after the grievance has been presented to them. An Association representative may, at the request of the aggrieved employee, be present at the time the grievance is presented.

LEVEL II: If at the end of ten (10) school days next following the presentation of the grievance at Level I the grievance shall not have been disposed of to the employee's satisfaction, the aggrieved employee or the Association may within ten (10) school days thereafter submit their grievance in writing to the Superintendent of Schools. The written grievance shall give a summary of the facts involved, the provision or provisions of this Contract allegedly violated and the relief desired. Within ten (10) school days after receipt of the written grievance, the Superintendent or their designee, shall meet with the aggrieved employee in an effort to settle the grievance. The Superintendent shall advise the aggrieved employee in writing of their decision concerning the grievance within twenty (20) school days after meeting with the grievant, unless otherwise agreed.

LEVEL III: If the grievance shall not have been disposed of to the employee's satisfaction, the aggrieved employee and the Association may within fifteen (15) school days thereafter appeal the grievance to the School Committee. If any grievance is presented to the School Committee that could be considered outside the Committee's jurisdiction under the Education Reform Act, the Committee may initially review the issue of jurisdiction to determine whether a meeting with the Association is warranted, and advise the Association within ten (10) school days of receipt of the grievance. If warranted, within ten (10) days thereafter, the School Committee shall meet with the Association and the employee in an effort to settle the grievance. The School Committee shall advise the aggrieved employee of its decision within twenty (20) school days after meeting with the grievant, unless otherwise agreed. If the School Committee notifies the Association that it will not hear the grievance, the Association will treat such notice as the Committee's response.

LEVEL IV: If the employee and the Association are not satisfied with the Committee's disposition of the grievance at Level III or if no decision has been rendered by the Committee within the time limit specified at Level III the Association may, by giving written notice to the Committee within ten (10) school days after the date of the Committee's decision or within ten (10) school days after the expiration of the time limit for the Committee's decision, as the case may be, present the grievance for arbitration. In such case, the following procedure will be followed:

1. The Association shall, within five (5) school days of the submission of the Notice to Arbitrate to the Committee, submit the grievance to the American Arbitration Association, Boston, Massachusetts, for the disposition in accordance with the applicable rules of said American Arbitration Association.

2. The arbitrator's decision shall be in writing and shall set forth their findings of fact, reasoning and conclusion. The authority of the arbitrator shall be limited to the terms and provisions of this Contract and to the question or questions which are submitted. The arbitrator shall be bound by the provisions of this Contract, and they shall not have any authority to establish wages or other compensation, nor to add to, subtract from, modify or otherwise change any of the terms or provisions of this Contract.

3. The decision of the arbitrator shall be final and binding upon the Committee, the Association and the aggrieved employee.

4. The fee and expenses of the arbitrator and the expenses directly related to the arbitration hearing shall be shared equally by the Committee and the Association.

5.05. If an employee covered by this Contract shall present any grievance without representation by the Association, the disposition, if any, of the grievance shall be consistent with the provisions of this Contract; and if the Association shall so desire, it (a delegate) shall be permitted to be heard at each level of the procedure under which the grievance shall be considered.

5.06. If a grievance has been presented by an employee at any level as set forth on section 5.04 hereof, no notation, nor record thereof nor any communication or matter related therein received subsequent to such grievance shall be placed or recorded in the personnel file of such employee. Nothing contained therein shall require the School Department to remove from a personnel file, such as, but not limited to, evaluation reports or specific complaints from parents or others. If an employee presents a grievance with regard to matters appearing in this personnel file, and such grievance is resolved in favor of the employee, a record of such favorable determination shall be entered in the personnel file of the employee.

5.07. If, in the discretion of the Superintendent, a grievance affects a group or class of paraprofessional, the processing of such grievance will begin at Level Two.

ARTICLE VI

Evaluation

6.01. All observations of the work performance of an employee will be conducted openly and professionally, with the full knowledge of the paraprofessional. Paraprofessionals will be given a copy of any evaluation report prepared by their evaluator. Paraprofessionals will have the right to discuss reports with their evaluator. Evaluations will be completed by June 15th.

6.02. An employee will have the right, upon request, to review the complete contents of their personnel file.

6.03. No written material derogatory to an employee's conduct, service, character, or personality will be placed in their personnel file until the employee has reviewed the material, has had the opportunity to affix their signature to the material with the understanding that the signature in no way indicates agreement with the contents therein, and has had the opportunity to submit a written answer to such material. Any written answer submitted will be acknowledged by the Superintendent of Schools and attached to the file copy.

6.04. The School Administrators have the authority and responsibility to discipline or reprimand a paraprofessional for delinquency of professional performance. If a paraprofessional is to be reprimanded by the Administrator, the paraprofessional may request that a Hull Teachers Association representative be present, and the Administrator may request that a person who is not a member of the Hull Teachers Association be present.

6.05. No employee who has completed the probationary period in Article VII will be disciplined or discharged without just cause.

6.06. All paraprofessionals will be evaluated on a yearly basis by an administrator, which shall include the building principal, assistant principal or Director of Curriculum and Assessment, Director of Student Services, or their designee using the form attached to this contract as Appendix B.

6.07. During the term of this contract, the Association and the District shall establish a joint committee consisting of an equal number of representatives for each party to review and revise the current evaluation instrument and process.

6.08. Criticism of a paraprofessional shall be done in private. If an administrator receives a complaint about a paraprofessional covered by this Contract and the administrator intends to investigate the complaint, then the administrator will bring the complaint to the paraprofessional's attention. Paraprofessionals will be given an opportunity to respond in writing to any such criticism or complaint.

ARTICLE VII

Probationary Period

7.01. For any employee hired on or after September 1, 2012, that employee's first three (3) years of employment with the Committee shall constitute their probationary period. No layoff or discharge of an employee made during their probationary period shall be construed as a violation of any of the provisions of this Contract or shall be the subject of a grievance proceeding hereunder. For an employee's first three (3) years of continuous employment no disciplinary action shall be construed as a violation of any of the provisions of this Contract or shall be the subject of a grievance proceeding hereunder.

ARTICLE VIII

Compensation

8.01. The Compensation of each employee shall conform to the wage schedule set forth in Appendix A.

8.02. In addition to a paraprofessional's regular pay, an annual payment will be made to qualifying members of the bargaining unit at the beginning of their cumulative year of service as designated below and as follows:

- 6th Year - \$700.00
- 10th Year - \$900.00
- 15th Year - \$1,200.00

The annual longevity payment shall be made in December in a lump sum.

ARTICLE IX

Job Classifications

9.01. Each Paraprofessional shall be assigned to one specific job classification. These classifications shall be:

- (A) Classroom
- (B) Non-Classroom
- (C) Library/Media (library and media technology)

9.02. A paraprofessional assigned to the Integrated Preschool program, or a sub-separate classroom, will be provided with Safety First training as well as training that is applicable to their assignment. It is understood that there may be circumstances in which it is impossible to provide such training prior to assignment. In this case, the paraprofessional will be provided the training as soon as is reasonably possible.

ARTICLE X**Work Day/Work Year**

10.01. (A) The regular workday for a paraprofessional in the bargaining unit shall be seven (7) continuous hours, including lunch.

(B) Work Year: The work year for a paraprofessional shall consist of 180 days, one day before the start of school for orientation, and one day for a professional development day, for a total of 182 days (days are contiguous) and shall commence no earlier than the week prior to Labor Day.

- (C) School shall close on the following holidays:
1. Indigenous Peoples' Day
 2. Veterans Day
 3. Thanksgiving Day and the following day
 4. Winter/New Year's vacation period
 5. Martin Luther King, Jr. Day
 6. The week in which Presidents' Day falls
 7. Good Friday
 8. The week in which Patriot's Day falls
 9. Memorial Day
 10. Juneteenth
 11. Labor Day

10.02. The building principal reserves the right to establish the hours of work that meet the needs of the student population served, provided that the work day shall not exceed seven (7) hours, including lunch.

10.03. Grant-funded employees may be required to record their time worked and absences on official district time record forms as required by the specific grant. In order to ensure that it complies with all applicable laws requiring the maintenance of records concerning hours worked by employees, including overtime hours where applicable, and the use of accrued leave time taken, the district will maintain records of hours worked by employees according to their weekly schedule. All employees are expected to immediately notify the Administration when their actual hours worked deviate from their scheduled hours so that the Administration can adjust its records accordingly. All employees are encouraged to review their time records periodically to ensure accuracy. The district reserves the right to ensure compliance with all state and federal wage and hour laws.

10.04. Notwithstanding the regular workday set forth in Section 10.01, the parties agree that the district may require paraprofessionals to work one (1) additional hour on up to four (4) days per school year. During early release days set aside for parent conferences, paraprofessionals may be permitted to leave early at the discretion of the Building Principal or their designee.

ARTICLE XI

Vacancies and Transfers

11.01. Notice of all permanent vacancies shall be posted and advertised by the end of the school year in each building. A copy of the posting shall also be emailed to all employees. Notices shall clearly set forth the duties and qualification of the position and the salary range. The District and Association recognize that permanent vacancies occurring during the summer present difficulties for both parties. To address one another's needs, they agree on the timeliness for posting listed below:

Before the close of school until August 1 – at least seven (7) calendar days;
From August 1 until the opening of school – no time period.

If the position is not filled, the District reserves the right to post new specifications.

The decision whether or not to fill a vacancy shall be at the sole discretion of the Superintendent.

11.02. All paraprofessionals will be given an opportunity to apply for appointment to such vacancies. The Superintendent shall consider the previous backgrounds and attendance of all applicants, and respective lengths of service with the Hull Public Schools, and any other relevant qualifications. Appointments will, whenever practicable, be made no later than sixty (60) days after the notice is posted in the schools or the giving of notification to all employees. Any decision of the Superintendent with respect to such appointment shall not be subject to the grievance procedure, and shall in no event be subject to arbitration.

11.03. New employees, may, at the discretion of the Superintendent, be credited to higher steps for relevant considerations.

11.04. Employees will be alerted prior to a transfer and the Superintendent will endeavor to give notice of a transfer as far in advance as practicable. In selecting an employee for transfer, consideration will be given to training, the quality of their past performance and length of service in the Hull School System, provided, however, that selections for transfer made by the Superintendent shall not be subject to the grievance procedure or to arbitration as provided herein.

11.05. Paraprofessional who desire a transfer to another position shall file a written statement of such desire with the Superintendent as early as practical, and not later than May 1, except for positions opening after that date. The Superintendent shall notify said paraprofessional of the disposition of the request.

11.06. When an involuntary transfer is necessary, volunteers will be sought first and their qualifications will be reviewed. An employee's area of competence and seniority in the bargaining unit will be considered. Involuntary transfers will not be made unless the employee is notified as to the reason(s) for the transfer (unless the reason is confidential), and is given the opportunity to meet with the Superintendent to discuss the reasons prior to the transfer taking

effect. Nothing included herein shall limit the Superintendent's ability to make transfers if they deem it necessary to do so in the best interest of the school system.

11.07. Applications must be received by the Superintendent no later than 4:00 p.m. of the date set forth in the posting as the closing date of application.

ARTICLE XII

Substitute Coverage

12.01. A paraprofessional who performs the duties of a substitute teacher for a full day shall receive an additional seventy (\$70) dollar stipend for that day.

12.02. A paraprofessional who performs the duties of a substitute teacher for forty (40) consecutive minutes shall receive an additional twenty (\$20) dollar stipend and an additional twenty (\$20) dollars for each such subsequent period of forty (40) consecutive minutes, not to exceed seventy (\$70) dollars in a day.

12.03. A paraprofessional who performs the duties of class coverage during their lunch period shall be given an alternate lunch period, the time of such alternative lunch period will be at the discretion of the building principal. Reasonable efforts will be made to schedule alternative lunch periods between 10:30 am and 1:30 pm.

ARTICLE XIII

Parental Leave

13.01. Employees shall be entitled to the provisions of the Family and Medical Leave Act which provides up to twelve (12) weeks of unpaid leave for family medical purposes, including pregnancy and a child birth, provided they are eligible pursuant to its terms. The calculation of available leave under the FMLA shall occur on a rolling year basis, i.e. from the date of any leave taken. The leave shall be granted in accordance with the provision of the statute. Any additional leave required under Massachusetts law will be granted accordingly. The district will provide Parental Leave in accordance with M.G.L. c. 149, Section 105D.

13.02. Employees who request leave should notify the Superintendent in writing of their anticipated leave date and intention to return preferably three (3) months prior to, but in no event less than two (2) weeks prior to, their anticipated date of departure. If the need for leave was not foreseeable, employees will provide the Superintendent with as much notice as possible.

13.03. To the extent permitted by law, employees are required to utilize accrued paid sick leave benefits for disability resulting from childbirth during the period of parental leave under the conditions set forth in Article XIX and XX, as applicable. Employees may not be required to utilize accrued paid sick leave benefits during the period of Parental Leave in accordance with M.G.L. c. 149, Section 105D. All statutory and contractual leaves shall run concurrently.

ARTICLE XIV**Military Leave**

14.01. Paraprofessionals who require time off from work to fulfill military, state or National Guard or military reserve duties will be treated in accordance with applicable requirements of the Uniformed Services Employment and Reemployment Rights Act and any other relevant state and federal laws. Employees are required to notify supervisors of upcoming military duty by providing copies of their orders as soon as possible and any other documentation required by statute.

ARTICLE XV**Personal Leave**

15.01. Three (3) days for personal business per year will be granted to full time paraprofessionals. In accordance with Section 4.06(B), eligible employees will be granted leave on a prorated basis. This leave is non-cumulative and may not be carried over from year to year.

15.02. Requests for personal leave must be made in writing to the principal and then the Superintendent. Requests for personal leave must be made at least 48 hours in advance. Personal leave may not be taken on the day before or after a school holiday or school vacation. It is understood that personal leave is leave for unexpected or emergent circumstances that cannot be addressed outside of working hours. Personal leave may be taken for urgent personal, legal, business, household or family purposes or any other reason approved by the Superintendent, the disposition of which requires absence during work hours. It is understood and agreed that, for purposes of construing the foregoing provision, an employee's presence during school hours in order to discharge their duties is presumed necessary, absent the clear existence of any of the foregoing reasons for absence during school hours.

15.03. In the event of an emergency the forty-eight (48) hour notice may be waived.

ARTICLE XVI**Jury Duty**

16.01. In the event a paraprofessional is required to serve Jury Duty the employee will be paid the difference only between an employee's regular wage and any compensation received for Jury Duty.

ARTICLE XVII**Bereavement Leave**

17.01. Bereavement Leave will be granted at the discretion of the Superintendent or designees. Except under unusual circumstances, the policy will remain as follows:

(A) Up to five (5) workdays; death of spouse/companion, child, parent, sibling or member of the household related by blood or marriage.

(B) Up to three (3) workdays; death of mother/father-in-law, brother/sister-in-law, son/daughter-in-law, grandchild or grandparent.

ARTICLE XVIII

Leaves of Absence

18.01. A leave of absence may be granted with or without pay to a paraprofessional at the discretion of the Superintendent for compelling personal or family reasons. This leave of absence shall not be for more than one year, and may be extended at the discretion of the Superintendent for an additional year. Said leave shall not involve any loss of seniority; however seniority will not accrue during this leave. The decision of the Superintendent shall not be grievable.

18.02. If a paraprofessional does not provide the Superintendent with written notice by March 1, during the leave year of their intention to return to active duty the following school year, they will be deemed to have resigned as of the last date they received compensation.

ARTICLE XIX

Sick Leave

19.01. Full time paraprofessionals shall be credited with sick leave based on one and one fifth (1.2) days for every month of employment up to a maximum of twelve (12) days per year and credited on the last day of each month. In the event that a paraprofessional leaves before the end of the year, sick leave shall be pro-rated and wages withheld if necessary. Sick leave shall accumulate from year to year to a maximum of eighty (80) days.

19.02. If a paraprofessional is on sick leave for five (5) consecutive days, a physician's note may be required at the discretion of the Superintendent.

19.03. A paraprofessional with at least ten (10) years of service who retires from the Hull Public Schools through the normal retirement process, will be entitled to fifty (\$50) dollars at the time of retirement for every day of unused sick leave, which has accumulated up to a maximum of forty (40) days. Notification must be provided by the paraprofessional of their retirement three months prior to their retirement date to be eligible for this payment.

ARTICLE XX

Sick Bank

20.01. Each year the total unused sick days of all paraprofessionals beyond the maximum accumulation outlined in Section 19.01 transferred into a sick bank. These days will

accumulate up to a maximum of one hundred twenty-five (125) days. Eligible full time paraprofessionals may be able to draw from the sick bank at the discretion of the Superintendent.

20.02. In order to be eligible, a paraprofessional must be full-time, have worked for a period of no less than twelve (12) consecutive months and be absent from work for a period of ten (10) consecutive days.

20.03. In order to be eligible, the paraprofessional must provide a signed doctor's statement describing the nature of the illness and expected duration of absence to the Superintendent accompanied by a written request.

20.04. No paraprofessional will be able to withdraw more than forty-five (45) days from the sick bank in any single school calendar year.

20.05. The Superintendent is the sole administrator for the Paraprofessional Sick Bank.

ARTICLE XXI

Termination of Service

21.01. Bargaining unit members in the Hull School System shall give fourteen (14) calendar days' notice when terminating their service.

21.02. Except in compelling, extenuating or unusual circumstances, the Hull School System shall give twenty-one (21) calendar days' notice when terminating the employment of any paraprofessional covered under this Contract.

21.03. The following procedure will be used in the establishment of seniority and reduction in the number of employees in the bargaining unit.

(A) Seniority

(1) Seniority is hereby defined as the length of continuous employment in the bargaining unit from the date of initial appointment. Seniority shall be lost by resignation, retirement, failure to return to the employ of the School Committee upon recall under this article, layoff exceeding one (1) year, or termination for cause.

(2) A seniority list specifying the seniority of each member in the unit shall be forwarded to the President of the Association within thirty (30) days of the beginning of the school year and shall be updated annually.

(B) Layoff

The Superintendent may reduce the number of paraprofessionals in the bargaining unit, due to financial limitations, decreases in pupil enrollment, or changes in curriculum or reorganization. When the Superintendent does so, the procedures

set forth in this article will govern the layoff and recall of paraprofessionals who are affected by any such reduction.

(1) When the Superintendent reduces the number of positions in any classification, the affected paraprofessional may displace less senior paraprofessionals in that classification, provided that they have the necessary qualifications or skill set.

(2) In the event of identical seniority of two or more members in the unit, the Superintendent reserves the right to make the final decision regarding which employee should be laid off.

(3) Reassignments of paraprofessionals within classifications necessitated by a layoff will normally be made by the Superintendent within thirty (30) days of said layoff unless there are extenuating circumstances.

(4) Paraprofessional personnel affected by reassignment will signify a willingness to accept the assigned position within seven (7) business days of receipt of said notification of assignment. Failure to accept said assignment within the above time limit shall be considered as a termination in service.

(5) A paraprofessional who is qualified to fill a position in another classification that is held by a less senior paraprofessional shall have the right to displace the less senior paraprofessional in that classification, provided that they have the necessary qualifications or skill set.

(C) Recall

Paraprofessionals who have been terminated in accordance with this article will have recall rights within their classification for one (1) year from the date of their layoff. No new appointments will be made to positions formerly held by laid off paraprofessionals while there are available paraprofessionals who were laid off and qualified to fill the vacancy. The Superintendent shall determine the qualifications for each vacancy. The Superintendent shall fill the open position if the paraprofessional fails to advise the Superintendent of their acceptance of a recall to their former position within seven (7) business days from the date of notification by the Superintendent of the availability of the position. Employees on layoff shall be recalled only within their classification within the building to which they are assigned.

ARTICLE XXII

Insurance

22.01. The Committee will make available those policies of insurance at a cost as established by the terms of the Town.

22.02. Pursuant to the terms and conditions of this Contract, the Association shall withdraw both its grievance/arbitration claim and its unfair labor practice charge concerning the change of insurance premium contributions which was effective as of July 1, 2009 and the attached side letter shall be appended to the collective bargaining Contract.

ARTICLE XXIII

Travel Allowance

23.01. Paraprofessionals who travel from school to school in performance of other duties, and/or any paraprofessionals who are required to travel out of town on school business shall be reimbursed at the current IRS rate, provided they have the advanced approval of the Superintendent.

23.02. Documentation of travel is required and must be provided in support of a claim for reimbursement. Requests for travel reimbursement must be submitted prior to the end of the school year or will be otherwise forfeited for that fiscal year. The District will notify all employees of the deadline by June 1 of each year.

ARTICLE XXIV

Workers' Compensation

24.01. The School Committee agrees that the provisions of Chapter 152, Section 69, General Laws of the Commonwealth of Massachusetts, providing for benefits to employees and their dependants in the event of incapacity or death arising out of employment shall be accepted and applied to paraprofessionals.

ARTICLE XXV

Dues Deduction / Agency Service Fee

25.01. The Committee agrees to deduct from the salaries of its employees dues following receipt of authorization signed by the employee.

25.02. Dues may be for the Hull Teachers Association, Massachusetts Teachers Association, Plymouth County Education Association and the National Education Association. The Committee agrees to transmit the monies promptly to such Association(s). Paraprofessional's authorization shall be on the form provided by the Massachusetts Teachers Association.

25.03. Each of the Associations named in the section above will certify to the Committee in writing the current rate of its membership dues. The Association will notify the Committee in writing of any change in the rate of its membership dues thirty (30) days prior to the effective date of such change.

25.04. Deductions referred to in the section above will be made in equal installments in the first pay day of each month during the school year. The Committee will not be required to honor for any month's deductions any authorizations that are delivered to it from which the deductions are to be made.

25.05. No later than September 30 of each year, the Committee will provide the Association with a list of those employees who have voluntarily authorized the Committee to deduct dues for any Association named in Section 29.1. The Committee will notify the Association four (4) times yearly of any changes in said list. Any paraprofessional desiring to have the Committee discontinue deductions they had previously authorized must notify the Committee and the Association concerned in writing by September 1 of each year for the school year's dues.

25.06. The School Committee assumes no obligation, financial or otherwise, arising out of the provisions of this article, and the Association hereby agrees that it will indemnify and hold the School Committee harmless from any claims, demands, suits, actions, proceeding or other forms of liability by any employee arising out of or by reason of action taken or not taken by the School Committee hereunder. Once the funds are remitted to the Association, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Association.

25.07. The provisions of this article as it relates to union dues shall be subject to the requirements of Section 17c of Chapter 180 of the Massachusetts General Laws.

25.08. The Association and its members agree that it will not discriminate, harass, interfere with or coerce an employee should they elect to not be a member of the Association.

ARTICLE XXVI

Professional Development

26.01. Subject to the prior approval of the building principal and Superintendent or their designee, paraprofessionals shall be allowed time with no loss of pay to attend workshops, seminars, conferences, or other professional improvement sessions.

26.02. A paraprofessional covered by this Contract shall be reimbursed up to one thousand dollars (\$1,000.00) per calendar year for all courses, workshops, training(s) directly related to their current position, provided that if the course is graded, the paraprofessional must achieve at least a grade of "B" or above in the course in order to be reimbursed. If an employee is taking more than one course at a time, the employee may receive one "C" and still be eligible for reimbursement. These activities must be approved in advance by the paraprofessionals' immediate supervisor and the Superintendent of Schools or their designee.

26.03. Both parties recognize the need for highly qualified paraprofessionals. Accordingly, professional development time shall be used to further the training and education of paraprofessionals. Training for paraprofessionals shall be offered during professional

development time. Paraprofessionals shall be required to attend those training sessions that are relevant to their job assignment and/or program.

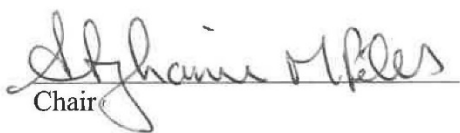
ARTICLE XXVII

Printing of Contract

27.01. The School Committee and the Hull Teacher's Association shall assume equal financial responsibility for producing copies of the Contract.

Signed this 25th day of August, 2022

For Hull School Committee:


Chair

For the HTA – Paraprofessional Unit:

 8/25/22
Co-President

 8/25/22
Co-President

 8/25/22
Co-President

APPENDIX A**Wages**

	2021-2022		2022-2023	2023-2024
	+\$1,000		+\$1,000	+\$1,000
	1.5%		2.5%	2.5%
Step				
1				
2	\$21,199	1	\$22,754	\$24,348
3	\$22,001	2	\$23,576	\$25,190
4	\$22,846	3	\$24,442	\$26,078
5	\$23,394	4	\$25,004	\$26,654
6	\$23,841	5	\$25,462	\$27,124
7	\$24,298	6	\$25,931	\$27,604
8	\$24,764	7	\$26,408	\$28,093

A part-time employee's salary will be pro-rated according to actual hours worked in proportion to the hours of a full-time employee.

APPENDIX B**Evaluation Form for Paraprofessionals**

Name of Paraprofessional:

School/Program:

Grade/Assignment:

Date of Evaluation:

The Evaluator will rate each Paraprofessional on each factor as:

S - Satisfactory

NI - Needs Improvement

U - Unsatisfactory

N/A - Not Applicable/Not Observed

I. Commitment to Assignment

- A. Displays interest and enthusiasm in the work
- B. Participates in In-service programs
- C. Is punctual
- D. Maintains regular attendance
- E. Accepts and carries out assignments

S	NI	U	N/A

Comments:

II. Responsiveness to Pupil's Needs

- A. Interacts positively with the pupils
- B. Displays concern for pupil's health and safety
- C. Accepts individual differences
- D. Is helpful in encouraging pupils to communicate in many ways

S	NI	U	N/A

Comments:

III. Assistance with Instruction

- A. Is aware of basic classroom routines
- B. Is able to work with small groups in instruction
- C. Completes work in scheduled time

S	NI	U	N/A

Comments:

IV Staff Relationships

A. Accepts guidance and constructive suggestions

B. Is a cooperative team member

S	NI	U	N/A

Comments:

Overall Evaluation:

Satisfactory:

Needs Improvement:

Unsatisfactory:

Comments:

Paraprofessional's Signature

Evaluator's Signature

Note: For each evaluation of a Paraprofessional there will be the following:

*Pre meeting

*An observable meeting of no more than twenty (20) minutes duration

*Post Meeting

APPENDIX C

MEMORANDUM

OF

AGREEMENT

Side Letter

March 26, 2010

The Hull School Committee and the Hull Teachers Association hereby agree that the Town may implement the following change to the health insurance premium contribution ratios for health insurance plans provided by the Town:

Increase employee's premium contribution percentage from
ten (10%) percent to twenty-five (25%) percent.

The Union hereby acknowledges that it has been provided notice and an opportunity to bargain over this matter, and the parties have reached agreement on the above referenced change to take effect July 1, 2009.

This Side Letter of Agreement in no way diminishes or alters the meaning and enforceability of the parties' collective bargaining agreement.

HULL TEACHERS ASSOCIATION
PARAPROFESSIONAL BARGAINING
TEAM

Beverly Clarkin

Jo-Ann M. O'Leary

Shirley Connolly

Deborah I. McCarthy

Jean Penta

HULL SCHOOL COMMITTEE
BARGAINING TEAM

Thomas M. Lela

Matthew B. Buxs

Marianne Penta

Kristen Givens

Ken P. Penta

APPENDIX D**Stipends (Specified Positions/Activities)**

It is acknowledged and agreed that certain of the employees covered by this Collective Bargaining Contract may from time to time provide services in the KidsCare Program, JASPER, MASPER, Open Gym, Tutoring, Summer School and Stipended Positions contained in the HTA (teacher) Appendixes C and D, or any other hourly positions, stipended positions, grant-funded positions, or any other position that may be established during the course of the contract. Such services when performed by paraprofessionals employed under this Contract shall be compensated as follows:

JASPER/MASPER	\$25.00/hour
Morning Care	\$30.00 for 1 hour, 25 minutes
Tutoring	\$25.00/hour
Open Gym	\$25.00/hour
KidsCare	\$15.11/hour
Pajama Story Hour	\$25.00/hour
Summer School	\$25.00/hour
Adult Education	\$30.00/hour
Other School District Assignments	\$25.00/hour
HTA (teacher) Appendixes B and C	as per HTA Contract

Further, performance of such services by paraprofessionals shall be considered services performed under this Contract, provided, however, that no other provisions of this Contract, including but not limited to any provision regarding appointment, reappointment, removal or discharge shall be applicable to employment in the above programs. Any hours worked by a paraprofessional in excess of forty (40) hours per week shall be compensated at a rate one and one half (1 ½) times the regular rate of pay.

Nothing herein shall require the employment of any paraprofessional in the above programs.