

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

August 28, 2020 – August 31, 2021

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**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, 2020 and shall terminate on August 31, 2021.

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. This provision is not grievable or arbitrable.

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 as soon as is reasonably possible. 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 providing instructional support must, as a condition of remaining employed in the district, meet the requirements of being "highly qualified," as enumerated in the federal "No Child Left Behind Act."

4.09. 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.

4.10. 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 fifteen (15) 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 ten (10) school days after meeting with the grievant, unless otherwise agreed.

LEVEL III: If at the end of ten (10) school days following the meeting at Level II the grievance shall not have been disposed of to the employee's satisfaction, the aggrieved employee and the Association may within five (5) school days thereafter have the grievance presented 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. 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 agree.

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 superiors. Paraprofessionals will have the right to discuss reports with their superiors. Reasonable efforts will be made to complete the evaluation process by June 1.

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 Student Services, using the form attached to this contract as Appendix B.

6.07. The Association and the School Committee 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:

- 8<sup>th</sup> Year - \$500.00
- 12<sup>th</sup> Year - \$700.00

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 crisis prevention intervention 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. Labor Day

10.02. The School Committee 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 Committee 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 Committee 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 Committee 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 Committee 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 Superintendent or their Central Office designee.

## **ARTICLE XI**

### **Vacancies and Transfers**

11.01. Whenever any vacancy in a paraprofessional position occurs during the school year, it will be publicized by the Superintendent (or their designee) by means of a notice placed on the Association bulletin board in every school at least seven (7) calendar days in advance of the appointment. During the months of July and August, written notice of any such vacancy will be given to a representative to be designated by the Association. In both situations, the qualifications for the position, the classification involved, and the rate of compensation will be clearly set forth and shall remain at the discretion of the Superintendent. To the extent practicable, no vacancy will be filled within ten (10) calendar days from the date the notice is posted in the schools or the giving of notification to the designated representative of the Association. The decision whether or not to fill a vacancy shall be at the sole discretion of the Committee.

11.02. All paraprofessionals will be given an opportunity to apply for appointment to such vacancies. The Committee shall consider the previous backgrounds and attendance of all applicants, and respective lengths of service with the Hull School System, 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 the designated representative of the Association. 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 break period shall be given additional break time at the discretion of the building principal.

## **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 the purposes of family medical problems, 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 provisions of the statute. Any additional leave required under Massachusetts law will be granted accordingly. All leaves shall run concurrently. The district will provide Parental Leave in accordance with M.G.L. c. 149, Section 105D.

## **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. 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****Funeral Leave**

17.01. Funeral 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, child, parent, brother, sister 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.

**ARTICLE XIX****Sick Leave**

19.01. Full time paraprofessionals shall be credited with sick leave based on one (1) day for every month of employment up to a maximum of ten (10) days per year. Sick leave will be awarded at the start of the individual's employment for the school year. 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 sixty (60) days.

19.02. At the end of the school year, paraprofessionals shall be eligible for an attendance incentive benefit as follows: paraprofessionals who use zero (0) days of sick leave in a given school year will receive a payment of \$200; paraprofessionals who use one (1) day of sick leave in a given school year will receive a payment of \$125.

**ARTICLE XX****Sick Bank**

20.01. Each year the total unused sick days of all paraprofessional will be 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 thirty (30) 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 Committee 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 Committee 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 School Committee 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 School Committee 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 School Committee 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 town rate, provided they have the advanced approval of the Superintendent. Documentation of travel is required and must be provided in support of a claim for reimbursement.

**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 either dues or an agency service fee.

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. As a condition of employment, all employees covered by this Contract who do not elect to pay union dues must pay an Agency Service Fee. Said fee will be certified annually to the Committee by the Association. Said amount will be in compliance with M.G. L. Chapter 150E Section 12, and all other Agency Fee statutes and regulations.

25.04. 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.

25.05. 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.

25.06. 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.

25.07. 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.

25.08. 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.

25.09. No request to dismiss or suspend an employee for nonpayment of an Agency Service Fee shall be honored so long as there is a dispute before the State Labor Relations Commission or a court of competent jurisdiction as to whether the exclusive bargaining agent has complied with the provisions of G.L. Chapter 150E, Section 12 and 456 CMR 17:00.

25.10. 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 3.0 grade in the course in order to be reimbursed. 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.

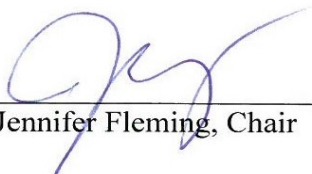
## **ARTICLE XXVII**

### **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 14<sup>th</sup> day of January, 2021

For Hull School Committee:

  
Jennifer Fleming, Chair

  
David Twombly, Vice Chair

For the HTA – Paraprofessional Unit:

  
Margaret King, Co-President

  
Haley Lamphier, Co-President

  
Brian Mullin, Co-President

**APPENDIX A****Wages**

	2020-2021 1.5%
Step 1:	\$19,205
Step 2:	\$19,886
Step 3:	\$20,676
Step 4:	\$21,508
Step 5:	\$22,048
Step 6:	\$22,489
Step 7:	\$22,939
Step 8:	\$23,398

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:

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Paraprofessional's Signature

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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

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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-Anne M. Tula  
Meredith Connolly  
Deborah I. McCarthy  
Jean Penta

HULL SCHOOL COMMITTEE  
BARGAINING TEAM

Stephen M. Liles  
Michael J. Bowers  
Marianne Dente  
Kristen Evans  
Ken P. Pabon



**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 C and D	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.