



**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE NORTH ATTLEBOROUGH SCHOOL DISTRICT**

**AND**

**THE NORTH ATTLEBORO FEDERATION OF TEACHERS  
LOCAL 4292, AFTMA, AFL-CIO,  
(EDUCATION SUPPORT PROFESSIONALS)**

**SEPTEMBER 1, 2024 - AUGUST 31, 2027**

\*\*\* NORTH ATTLEBOROUGH SCHOOL COMMITTEE \*\*\*  
NEGOTIATION SUB-COMMITTEE

TASHA BUZZELL

GIDEON GAUDETTE

\*\*\* NORTH ATTLEBORO FEDERATION OF TEACHERS \*\*\*  
LOCAL 4292, AFTMA, AFL-CIO  
PARAPROFESSIONALS UNIT

NEGOTIATION SUB-COMMITTEE

ROB CAWLEY: CHAIRPERSON

MARYANN JUDGE

ASHLEY WILK

STACY LAMAR

KRISTINE SPRATT

ANDREW POWELL

SCHOOL COMMITTEE CHAIRPERSON: TASHA BUZZELL

SUPERINTENDENT OF SCHOOLS: JOHN ANTONUCCI

FEDERATION PRESIDENT: NICOLE REMINDER

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## **ARTICLE I RECOGNITION**

The North Attleborough School Committee (hereinafter "School Committee") recognizes the North Attleboro Federation of Teachers, Local 4292, AFTMA, AFL, CIO (hereinafter, Federation) as the exclusive representative, for the purposes of collective bargaining, of all Education Support Professionals of the North Attleborough School District who hold the following titles: Instructional Assistant; Clerical Assistant, Health Aid, Computer Assistant, Certified Occupational Therapist Assistant (COTA), Speech-Language Pathology Assistant (SLP), Physical Therapist Assistant (PT), Board Certified Assistant Behavior Analyst (BCaBA), Instructional Assistant SPED, Licensed Practical Nurse, Athletic Trainer and excluding all other employees of the School District.

It is expressly agreed by the parties that this Agreement is not intended to preclude the inclusion of other School District Employees, holding other titles, in other bargaining units, nor to require the inclusion of said other school District Employees in the bargaining unit defined above. Furthermore, it is expressly agreed that any other School District employees shall be assigned to an appropriate bargaining unit, if at all, by virtue of their community of interest with other employees in said unit.

## **ARTICLE II GRIEVANCE PROCEDURE**

### **A. Definitions**

1. A "grievance" is a claim based upon an event or condition which affects conditions of employment of an employee and/or the interpretation, meaning or application of any of the provisions of this Agreement or any subsequent agreement entered into pursuant to this Agreement
2. An "aggrieved employee" is the person or persons making the claim.
3. A "party in interest" is any person who might be required to take action or against whom action might be taken in order to resolve the claim.
4. The word "day" shall be construed as a workday rather than a calendar day.

### **B. Purpose**

1. The purpose of this procedure is to secure, at the lowest possible administrative level, prompt and equitable solutions to the problems, which may from time to time arise affecting the working conditions of employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained will be construed as limiting the right of any employee having a grievance to discuss the matter informally with the employee's immediate superior, and having the grievance adjusted without intervention of the Federation, provided the adjustment is not inconsistent with the terms of this Agreement and that the Federation has been given the opportunity to be present at such adjustment and to state its views.

### **C. Procedure**

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level 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 agreement. In the event that a grievance is filed on or after June 1, which, if left unresolved until the beginning of the following school year, could result in

irreparable harm to a party in interest, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school term with every effort being made to resolve the same if possible by July 15.

1. Level One. An employee with a grievance will first discuss it with their principal or immediate superior, either directly or through the Grievance Committee Representative, with the objective of resolving the matter informally.
2. Level Two.
  - a. If the aggrieved employee is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within ten (10) days after presentation of the grievance, the employee may file the grievance in writing with the Chairperson of the Grievance Committee within five (5) days after the decision at Level One or fifteen (15) days after the grievance was presented, whichever is sooner. Within five (5) days after receiving the written grievance, the Chairperson of the Grievance Committee will refer it to the Superintendent of Schools.
  - b. The Superintendent will represent the administration at this level of the grievance procedure. Within ten (10) days after receipt of the written grievance by the Superintendent, the Superintendent will meet with the aggrieved employee in an effort to resolve it.
  - c. If any employee does not file a grievance in writing with the Chairperson of the Grievance Committee and the written grievance is not forwarded to the Superintendent within thirty (30) days after the employee knew or could with reasonable diligence have known of the act or condition on which the grievance is based then the grievance will be considered as waived.
3. Level Three.
  - a. If the aggrieved employee is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within ten (10) days after the employee has first met with the Superintendent, the employee may within five (5) days after a decision by the Superintendent or fifteen (15) days after the employee has first met with the Superintendent, whichever is sooner, request in writing the Chairperson of the Grievance Committee to submit the grievance to arbitration. If the Grievance Committee determines that the grievance is meritorious and that submitting to arbitration is in the best interests of the North Attleborough School District, it may submit the grievance to binding arbitration within fifteen (15) days after receipt of a request for the aggrieved employee.
  - b. Within ten (10) days after such written notice of submission to arbitration, the Superintendent and the Grievance Committee shall agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator, and in the processing of said arbitration.
  - c. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, will be borne equally by the School District and the Federation.

#### D. Rights of Employees to Representation

1. No reprisals of any kind will be taken by the School District or by any member of the administration against any party in interest, any school representative, any member of the Grievance Committee or any other participant in the grievance procedure by reason of such participation.
2. Any party in interest may be represented at all stages of the grievance procedure by a person of the employee's own choosing, including a representative or an officer of any labor organization other than the Federation. When an employee is not represented by the Federation, the Federation shall have the right to be present and to state its view at all stages of the grievance procedure.

#### E. Miscellaneous

1. If, in the judgment of the Grievance Committee, a grievance affects a group or class of employees in more than one building, the Grievance Committee may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two. If a grievance affects more than one employee in a given building, a copy of the grievance initiated at Level One will be simultaneously forwarded to the Superintendent. The Grievance Committee may process such a grievance through all levels of the grievance procedure even though the aggrieved employee does not wish to do so.
2. Decisions rendered at Level One or Two of the grievance procedure shall be in writing, setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Chairman of the Grievance Committee. Decisions rendered at Level Three (Arbitration) shall be in accordance with the procedure set forth above.
3. The School District reserves the right to institute a grievance based on a violation of the contract, and the same rights of arbitration contained in Level Three of the grievance procedure shall be applicable to the School District.
4. All new employees shall serve a probationary period of two calendar years from their date of hire, during which they may be discharged without recourse to the grievance and arbitration provisions of this Agreement.
5. No employee may be demoted, suspended, terminated or otherwise disciplined without just cause.

### **ARTICLE III COMPENSATION**

Subject to acceptance by all town employees covered by individual unions, all employees covered by this contract shall be paid in equal installments every two weeks between September and June or be paid over twenty-six equal installments over the course of the entire year. Employees shall elect which payment method they desire not later than the close of the first week of school for that school year.

#### A. Basic Salary

The salaries of all education support professionals are set forth in Appendix A, which is attached to and made part of this Agreement.

#### B. Mileage Allowance

Education support professionals will be reimbursed for mileage for school related business at the rate allowed by the Internal Revenue Service. The rate will be adjusted annually each July 1 and will be in force until the end of the fiscal year on June 30.

### C. Other Payments

1. Education support professionals, when working as a secretary, will be paid at their regular step in the secretarial unit pay schedule under the corresponding salary column of the secretary for whom the education support professional is filling in if that salary level is higher.
2. Education support professionals shall be paid a normal workday's pay for each day the schools are closed for inclement weather up to three days per year.
3. Effective September 1, 2021, education support professionals who work as a substitute teacher for a 30-minute consecutive period of time shall receive \$5.00 for each such period. For consecutive periods of substitute teaching of 60 or more minutes, pre-approval must be obtained from the employee's principal or designee.
4. Education support professionals who agree to provide prescribed Applied Behavioral Analysis (ABA)\* techniques in students' homes with parental presence and participation shall be compensated at the following rates: \$21.60/hour. No education support professional shall be required to perform such work. Education support professionals hired to perform such work in students' homes shall be trained and supported by certified trainers.

\*Prescribed ABA techniques will address living skills for students such as brushing teeth, playing games, eating at the table, hanging their clothes, and playing outdoors.

5. Employees who do not use sick time during a school year shall receive a \$300 bonus. Employees who use no more than one day of sick time during a school year shall receive a \$200 bonus. Employees who use no more than two days of sick time during a school year shall receive a \$100 bonus. The bonus shall be paid in the first payroll following the last day of the school year.

### D. Pay Option

Education support professionals will have the option to pro-rate their salary over a twelve (12) month period.

Education support professionals, upon request, will receive the balance of their salary at the end of the school year.

### E. Stipend:

Effective September 1, 2024, certain education support personnel will qualify for an annual stipend for supporting students who require any of the following levels of support:

- For students who require non-medical specialized health care support (i.e. feeding, assistance with braces or prosthesis)
- For students who require position or bracing multiple times daily
- For students who require health-related interventions multiple times daily
- For students who require full toilet care throughout the day
- For students who present with serious behavioral problems with ongoing incidents of injurious behaviors to self and/or others
- For students who bolt frequently
- For students who need Education Support Professional to implement Discrete Trial Programs
- For students who need Education Support Professional to implement a Fading Plan

The eligibility procedures for receipt of the stipend are set forth in the Appendix below. Education Support Professionals providing such services shall receive an annual stipend of \$2000 to be paid quarterly (\$500).

#### **ARTICLE IV BENEFITS**

**A. Health Insurance**

Employees shall be eligible to participate in health insurance plans made available by the Town of North Attleborough to its other employees.

**B. Life Insurance**

Employees shall be eligible to participate in life insurance programs made available by the Town of North Attleborough to its other employees.

**C. Pension Plan**

Employees shall be eligible to participate in the Municipal Employees Pension Plan made available by the Town of North Attleborough to its other employees.

**D. Annuity Programs**

Employees shall be eligible to participate in annuity programs made available by the Town of North Attleborough to its other municipal employees.

**E. Workers' Compensation**

Employees are entitled to workers' compensation benefits as provided in Massachusetts General Laws, Chapter 152. This section is not subject to the grievance and arbitration provisions of this bargaining agreement.

#### **ARTICLE V TRAINING/EDUCATION**

- A. Employees shall be required to participate in Curriculum Day, Release Day or other school sponsored in-service programs deemed appropriate by the building principal and/or the Superintendent for which those employees shall receive a regular per diem rate of compensation. The School District shall provide appropriate in-service training programs for all education support professionals on curriculum, release, or professional development days; however, if the needs of the School District require, or if there is no training scheduled, education support professionals shall have the option of being assigned to work associated with their classification in place of training, or they may at their own election choose to use a personal day.

The Employer and Federation agree to form a joint committee to discuss and plan meaningful professional development for education support professionals. The Committee will make every effort to select professional development that addresses needs for students and staff. The final decision, however, regarding what professional development and how much professional development to provide will be the Employer's.

- B. The School District will reimburse education support professionals for continuing education subject to the following provisions:
1. Continuing education must enhance the applicant professionally or be related to the applicant's duties or assignments.

2. Prior to enrollment, a request must be made in writing to the Superintendent of Schools or their designee.
3. The request must be approved by the Superintendent of Schools or their designee.
4. The education support professional must successfully complete the work undertaken.
5. Reimbursement for tuition, fees, books, materials and travel/meal expenses not to exceed \$750.00 per person, per calendar year.
6. Education support professionals shall receive Professional Development Points/Attendance Certificates for attending any in-service or professional development opportunity offered by the North Attleborough School District.

### C. Physical Restraint Training

Certain members of the bargaining unit provide services to students who may require physical restraint. To work safely and efficiently with these students, training is required and shall be considered a condition for employment.

The Director of Student Services shall arrange a training program, by a certified trainer. The focus of the training aligns with the state regulations to prevent, minimize, and manage behavioral challenges in a safe and appropriate manner.

All participants shall be paid at the appropriate hourly rate according to the Collective Bargaining Agreement for participation in the training.

Certification of physical restraint training will be maintained in the personnel file and by the Office of Student Services.

## **ARTICLE VI LEAVES OF ABSENCE**

### A. Sick Leave

1. Each employee shall be credited with sick leave days presently accrued as an employee of the North Attleborough Public Schools.
2. Sick leave days shall accrue at the rate of one (1) day per month in the first year of employment and shall accrue at the rate of fifteen (15) days per year in subsequent years, cumulative to one hundred and eighty (180) days.
3. After one (1) year of employment an employee may use up to seven (7) days per contract year of accumulated sick leave for absence due to serious illness of the employee's spouse, parent, child, sibling, grandparent, parent-in-law, child-in-law, or, any person who has been residing in the employee's household for at least thirty (30) days prior to the start of said leave and any person for whom the employee has primary care responsibilities.
4. Each employee shall receive individual notice of accrued sick leave during the month of September in each school year.

5. Any sick leave that extends beyond four (4) consecutive school days may be evidenced by a physician's certificate, at the discretion of the building principal.

#### B. Personal Leave

Employees shall be granted three (3) days of personal leave each year for religious, legal, business, household, or family matters which require absence. Application for personal leave will be made at least seventy-two (72) hours before taking such leave, except in the case of emergencies. Personal leave days shall not be used to extend a holiday, weekend, or vacation. One (1) unused personal day shall be carried over for personal day use the following year. Any additional unused personal leave days at the end of the school year shall be converted to sick leave days and added to the individual's sick leave accumulation.

#### C. Funeral Leave

1. An employee will be granted up to four (4) days leave with pay in the event of a miscarriage or stillbirth, and in the event of the death of the employee's spouse, parent, child, sibling, grandparent, parent-in-law, child-in-law, grandchild or any person who has been residing in the employee's household for at least thirty (30) days prior to their death. An additional day for travel, if needed, will be granted.
2. An employee will be granted two (2) days leave with pay in the event of the death of the employee's brother-in-law, sister-in-law, aunt, uncle, cousin, niece or nephew. An additional day for travel, if needed, will be granted.

#### D. Sick Leave Bank

A Sick Leave Bank has been established by the initial contribution of twenty-five (25) days by the School District and of one (1) day each by participating employees. The purpose of the bank is to permit usage of additional sick leave by participating employees whose sick leave is exhausted through prolonged illness. (A prolonged illness shall be one that has caused absence of more than fifteen (15) consecutive days.) Vacation, personal, and compensatory days must be used by the participating employee before they are eligible to draw upon the Sick Leave Bank. Sick Leave Bank days may be carried over from year to year with a maximum accumulation of one day per participating education support professional. There shall be no limit on the number of participating education support professionals who may access the Sick Leave Bank during any contract year. In the event that the Bank reaches zero days, it shall be re-filled by the contribution of each participating education support professional of one day from their accumulated sick leave, provided that the Bank shall not be re-filled more than three times during any contract year.

1. To be eligible for Sick Leave Bank days the applicant must be a member of the bargaining unit, must have completed a ninety (90) day period and must have contributed at least one (1) sick leave day period prior to application.
2. Application for benefits shall be in writing in the form of a letter to the Superintendent of Schools accompanied by a doctor's certificate as to the illness and the anticipated extent of recovery time from the illness.
3. The initial grant of days from the Sick Leave Bank will cover up to twenty-five (25) working days of any one prolonged illness; and the grant will end on the last workday of the contract year in which the prolonged illness began. Consideration will be given for additional days beyond the twenty-five (25) in the event that the prolonged illness continues. In no instance shall more than one (1) additional grant coupled with the initial grant exceed fifty (50) days for that individual in their contract year.
4. The Sick Leave Bank will be administered by a Sick Leave Bank Committee comprised of four (4) members: the Superintendent of Schools and/or Superintendent's Designee; two (2) members of the Federation.

5. The decision of the Sick Leave Bank Committee with respect to eligibility and entitlement shall be final and binding and not subject to appeal.
6. No days may be withdrawn from the Sick Leave Bank for use for other than a prolonged illness. Days may not be withdrawn to permit the individual to be absent to care for other members of the applicant's family.
7. Upon return from an extended sick leave, the employee shall be returned to a substantially equal position.

#### E. Parental Leave

Parental leave of absence, as defined in MGL c.149 section 105D, will be granted to any bargaining unit member without pay for up to two (2) years provided the employee has completed ninety (90) days of service in the North Attleborough Public Schools. Bargaining unit employees may use up to twenty (20) days of his or her accrued sick time while on parental leave. Bargaining unit employees shall give at least two (2) weeks' notice of their anticipated date of departure and of their intention to return. Employees are urged to give earlier notification in order to provide the Employer with additional time to secure a replacement. Employees requesting leave must provide a copy of the birth certificate or adoption paperwork to the Superintendent.

#### F. Extended Personal Leaves of Absences

Employees may request in writing for an unpaid leave of absence of up to ninety (90) days for personal reasons. This leave may be granted at the discretion of the Superintendent. Upon return from such a leave, the employee shall be returned to a substantially equal position as the one that they left.

## **ARTICLE VII VACANCIES/TRANSFERS**

#### A. Vacancies

Whenever any vacancy in a position represented by the Federation occurs it will be adequately publicized by means of a notice posted for at least five (5) school days prior to the close of the application period on the District's website. The employer will notify bargaining unit employees by electronic mail of the postings. During the months of July and August all vacancies will continue to be posted on the school department website and sent to all members of the bargaining unit via electronic e-mail. A vacancy notice shall include a vacancy number, position title, a general description of duties, education qualifications and experience requirements, a posting date, application procedures and deadline. All Bargaining unit employees meeting the qualifications of a vacancy who have applied will be interviewed and considered prior to any selection being made. External candidates may also be interviewed and considered.

#### B. Transfers

Education support professionals who desire a change in grade and/or subject assignment or who desire to transfer to another building for the next school year shall file a written statement of such desire with the Office of the Superintendent, by April 1. Such statement shall include the grade and/or subject to which the education support professional desires to be assigned and/or the school or schools (in order of preference, if the education support professional has preferences) to which he or she desires to be transferred. An education support professional applying for transfer will be given a written notice of acceptance of the transfer request or a written notice containing the reasons for rejection of the transfer request by June 30.

Any involuntary reassignment or transfer shall be made only after a meeting between the education support professional involved and the Superintendent or their designee, at which time the education support professional shall be notified in writing of the reasons for the reassignment or transfer. A education support professional will have the right, upon request, to have a representative of the Union present.

The Office of the Superintendent shall give written notice to the chairperson of the Unit the names of individuals within the Unit who have been reassigned or transferred and the nature of the new assignment.

## **ARTICLE VIII HOLIDAYS**

New Year's Day, Martin Luther King Day, Presidents' Day, Good Friday\*, Patriots' Day, Memorial Day, Juneteenth\*\*, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Day after Thanksgiving, the day before Christmas, Christmas Day and the day before New Year's Day shall be paid holidays.

\*Effective 9.1.11 Good Friday will be paid as a holiday regardless of whether it falls within a school work week.

\*\* If the school year ends before Juneteenth, there will be no paid Juneteenth holiday.

## **ARTICLE IX EVALUATION**

### A. Performance

All monitoring or observation of the work performance of an employee will be conducted openly and with full knowledge of the employee.

### B. Written Report

Following a written evaluation, the evaluator shall meet with the employee so requesting such meeting to discuss the evaluation report. Such meeting will take place within five (5) working days next following request.

### C. Copies

A copy of the evaluation report, signed by the employee, shall be placed in the employee's file and a copy to the employee. The employee's signature shall not necessarily indicate agreement with its content. The employee shall have the right to make a written reply which shall be attached to the evaluation report. An employee who feels the evaluation is unfair shall have the right to have it reviewed.

### D. Evaluation Procedure

A performance evaluation will be conducted on an annual basis on all employees in the NAFT Education Support Professional Unit in accordance with Article IX of the collective bargaining agreement.

A formal, written evaluation will be completed annually by the Primary Evaluator (Principal or Administrator). It is understood that the Primary Evaluator may obtain feedback about job performance from other administrators and/or teachers who have direct knowledge of the education support professional's work. If so, information gathered from others should be documented on the evaluation.

The final written evaluation will be completed by the Primary Evaluator using the *education support professional Evaluation Form-Appendix B*. Three performance areas will be evaluated:

- Professional Responsibilities
- Interpersonal Skills
- Instructional Responsibilities

If there is any area of the performance criteria that is not applicable to the education support professional, the Primary Evaluator will note that on the form and will not rate those criteria. Each performance area will be evaluated as follows:

- Exceeds expectations
- Meets expectations consistently
- Meets expectations inconsistently
- Does not meet expectations

Education support professionals in the first year of employment shall receive a written, evaluation during their first ninety (90) days of employment and a final written evaluation by June 1<sup>st</sup>.

All other education support professionals will be evaluated annually and receive a written evaluation by June 1<sup>st</sup>. The Primary Evaluator will meet with each education support professional to review the final evaluation. The evaluation will be signed by both the Primary Evaluator and the education support professional. The employee’s signature does not mean they agree with the content of the evaluation. The education support professional may, at their discretion, attach a written statement to the evaluation within ten (10) days of receipt of the evaluation. The signed form, along with any attachments, will be filed in the employee’s personnel record.

**ARTICLE X  
LONGEVITY**

YEARS	EFFECTIVE 9/1/24
7-9	\$495
10-14	\$625
15-19	\$860
20 +	\$1,025

A lump sum payment will be made annually in the pay period following the anniversary date of employment in accordance with the above schedule.

**ARTICLE XI  
SENIORITY**

Employees shall accrue seniority in accordance with their length of continuous service in a position covered by this Agreement. Seniority in a specific title shall be the primary factor in School District personnel decisions relative to layoff and recall. However, if a junior employee who is targeted for layoff, has specific skills that are necessary and needed in the School District, they may be passed over for that layoff. The titles Instructional Assistant and Instructional Assistant – SPED shall be considered equivalent (the same title) for the purposes of layoff and recall.

In the event that layoffs occur, the employee being laid off (who is in good standing, based upon the current year’s performance review) will be placed on a recall list to be called back to work by the school district by seniority and shall remain on the recall list up to the first day of school during the year in which the layoff occurred. Employees who are restored to their position at any time during the month of September will not be considered to have a break in service for the purposes of determining seniority and benefits.

**ARTICLE XII  
DUES DEDUCTION**

The Federation shall certify to the School District all payroll deductions to be made (sic) for the payment of dues to the Federation, from the wages of employees. Then, upon receipt of proper, written authorization from the employees, the School District shall certify said deductions to the North Attleborough Town Treasurer.

**ARTICLE XIII  
WORK SCHEDULE**

**A. Notice of Assignment**

Each employee, whose assignment is changed for the following school year, shall be notified in writing by the first week of June but not later than June 10 of their new assignment however, all such assignments may be modified, at the discretion of the Superintendent, at any time.

Each employee shall receive a notification no later than September 1st stipulating their job title, seniority date, and hourly rate of pay.

**B. Work Year**

The work year of employees (other than new personnel who may be required to attend additional orientation sessions) will begin no earlier than one (1) day prior to the opening of school in September and terminate no later than June 30, but will in no event be longer than four (4) days more than the number of days when pupils are required to be in attendance by state law.

Members of the bargaining unit who work beyond their normal work year, in functions similar to those which they ordinarily perform, shall be compensated at an hourly rate not less than their normal school year rate of pay.

**C. Work Day**

No employee shall be required to work more than seven (7) hours in any single school day nor shall any employee be required to report to their assignment earlier than 7:15 A.M. Employees who work six (6) or more hours will be provided with a twenty (20) minute duty free lunch period during that work shift. An education support professional who is not provided a duty-free lunch period shall be compensated at their hourly rate.

**ARTICLE XIV  
SEVERANCE**

In the event that any provision of this Agreement shall be found to be contrary to law by any agency or court of competent jurisdiction, then said provision shall be deemed invalid, null and void; however, all other provisions of this Agreement shall continue in full force and effect.

**ARTICLE XV  
GENERAL**

A. An education support professional will have the right, upon request, to review and copy the contents of their personnel file and have the right to have a representative of the Federation accompany them if they feel it necessary.

No material derogatory to a education support professional's conduct, service, character or personality will be placed in their personnel file unless the education support professional has had the opportunity to review the material. The education support professional will acknowledge that he/she has had the opportunity to review such material by affixing their signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The education support professional will also have the right to submit a written answer to such material and their answer shall be reviewed by the Superintendent, and attached to the file copy.

- B. Under no circumstances shall a member of the bargaining unit apply deep compression to a student's spinal cord or head. Joint compression shall be limited to the following areas: shoulder, elbow; elbow, wrist; fingers, wrist and fingers.
- C. Seniority Lists and the Provision of Information  
The School District will provide an updated seniority list annually no later than June 1<sup>st</sup>, to all members of the bargaining unit. As new employees are hired, the School District will provide to the Union: the name of the new hire, their rate of pay, job classification and work location. Also, when an employee terminates or goes on a leave of absence, the School District will provide such information to the Union.
- D. Staff Duties  
Education support professionals will not be regularly assigned recess or playground staff duties alone when coverage involves more than one class. However, there may be times when such an assignment may be unavoidable due to the lack of staff. The education support professional shall also be provided with a communications system (e.g. a walkie-talkie) to communicate with the school office and/or principal during such duties.
- E. Nursing Duties  
In the normal course of a bargaining unit member's job and consistent with their job description, they are not expected or required to perform nursing duties of a medical nature.
- Examples of such "nursing duties" include, but are not limited to: the passing of medications; administering inhalers or nebulizers; attending to potential broken bones or puncture wounds; administering epi pens or any other invasive procedure.
- This clause does not preclude a bargaining unit member assisting a student in an emergency situation until medical staff is available and from applying a band-aid or ice pack to minor injuries.
- F. No current Instructional Assistant or Instructional Assistant SPED hired before the 1997-1998 school year, who did not have explicit knowledge when hired that they would be required to assist students with toilet routines including but not limited to escorting students to the bathroom, assisting students with positioning on a toilet, cleaning students and checking students for cleanliness after toileting, changing diapers or similar apparel, or assisting students with clothing will be required to perform the duties of said position as a condition of employment. However, the performance of toileting routines shall be considered voluntary, and shall not create a precedent for other similarly situated employees.

## **ARTICLE XVI PRINTING OF AGREEMENT**

The School District will print copies of the current Collective Bargaining Agreement and provide one to all unit employees within 90 days after the Agreement is proofread and ratified by both sides.

## **ARTICLE XVII DURATION**

This agreement shall take effect September 1, 2024 and shall continue in full force and effect through August 31, 2027, and shall thereafter automatically renew itself for successive terms of one (1) year each, unless by March 1st prior to the expiration of the contract year involved, either the School District or the Federation shall have given the other written notice of its desires to modify or terminate this Agreement. Notice of desire to modify shall not be considered notice of termination. In the event notice is given of a desire to modify this Agreement, said notice shall specify the particular addition no later than March 15th.

The party requesting modification shall submit to the other party a written statement setting forth the specific nature of the proposed modification. Thereafter, the School District and the Federation will meet to begin negotiations.

**ARTICLE XVIII  
MANAGEMENT RIGHTS**

Nothing in this Agreement shall limit the School District in the exercise of its functions of management in the direction and supervision of the District. This includes, but not limited to, the right to: add or eliminate departments; require and assign work; increase or decrease the number of jobs; change process; schedule hours to work and lunch or break periods; hire; to demote, discharge or take other disciplinary action against non-probationary period employees, provided any such action shall not be taken without just cause; transfer or promote; layoff because of lack of work or legitimate reasons; establish rules, regulations, job descriptions, policies and procedures; conduct orderly operations; establish new jobs; abolish and change existing jobs; determine where, when, how and by whom work will be done, determine standards of proficiency in skills, and to revise, except where any such rights are specifically and expressly modified or abridged by terms of this Agreement.

Unless an express, specific provision of this Agreement clearly provides otherwise, the Administrator(s) who oversee the employees in this bargaining agreement retain all the rights and prerogatives the District had prior to signing of this Agreement either by law, custom, practice, usage or precedent to manage and control the staff covered by this bargaining agreement. Management also reserves the right to decide whether, when and how to exercise its prerogatives, whether enumerated in this Agreement or not. Accordingly, the failure to exercise any right shall not be deemed a waiver.

Nothing in this article will prevent the Federation from filing a grievance concerning a violation of a specific provision of this contract. However, where no specific provision of the contract limits its ability to act, Management may exercise its rights under this article without having such actions being subject to the grievance procedure.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of reasonable policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in the connection therewith shall be limited only by the specific and express terms of this Agreement. Nothing contained in this Agreement shall be deemed or construed to impair or limit the powers and duties of the Administration and the laws of the Commonwealth.

IN WITNESS WHEREOF, the parties hereto affix their hands and seals this 8<sup>th</sup> day of August, 2024.

**FOR THE NORTH ATTLEBOROUGH  
SCHOOL COMMITTEE**

  
\_\_\_\_\_  
Chairperson

**FOR THE NORTH ATTLEBORO  
FEDERATION OF TEACHERS**

  
\_\_\_\_\_  
President, NAFT  
Local 4292, AFTMA, AFL-CIO

  
\_\_\_\_\_  
Unit Chairperson

**North Attleborough Public Schools  
Education Support Professionals Wage Scale**

<b>ESP Rates September 1, 2024</b>			
Step	ESP	SLP Asst, PT Asst, COTA,BCaBA	LPN
1	17.09	32.77	27.68
2	17.61	33.58	28.30
3	18.14	34.58	28.92
4	18.68	35.28	29.55
5	19.25	35.73	30.20
6	19.82	36.21	30.87
7	20.41	36.67	31.55
8	21.03	37.12	32.25
9	21.87	38.64	32.94
10	22.31	40.01	33.66
11	22.76		
12	23.21		

<b>ESP Rates September 1, 2025</b>			
Step	ESP	SLP Asst, PT Asst, COTA,BCaBA	LPN
1	17.60	33.75	28.51
2	18.14	34.59	29.15
3	18.69	35.61	29.78
4	19.24	36.34	30.43
5	19.82	36.80	31.10
6	20.42	37.30	31.80
7	21.02	37.77	32.50
8	21.66	38.23	33.21
9	22.53	39.80	33.93
10	22.98	41.21	34.67
11	23.44		
12	23.91		

<b>ESP Rates September 1, 2026</b>			
Step	ESP	SLP Asst, PT Asst, COTA,BCaBA	LPN
1	18.13	34.77	29.36
2	18.68	35.62	30.02
3	19.25	36.68	30.68
4	19.82	37.43	31.35
5	20.42	37.91	32.04
6	21.03	38.42	32.75
7	21.66	38.90	33.47
8	22.31	39.38	34.21
9	23.20	40.99	34.94
10	23.67	42.44	35.71
11	24.14		
12	24.62		

## **Adjustment Rate Appendix**

### **Procedures for Adding and Removing Education Support Professionals (EAP's) Adjustment Rate**

#### **Adding the Adjustment Rate to an individual EAP's:**

1. Requests for adding the Adjustment Rate to a current employee's compensation may be requested by the building Principal or at the request of the EAP's. The building Principal will submit a written request to the Superintendent and the Director of Student Services. This request shall include:
  - a. The name of the EAP's recommended to receive the Adjustment Rate;
  - b. The date the Principal recommends the Adjustment Rate should become effective (retroactive dates are acceptable);
  - c. The reason the Adjustment Rate is recommended (one of the eight items above);
  - d. Narrative justifying the change.
2. The Director of Student Services will review the Principal's recommendation, ensuring the justification is sound and aligned with district-wide interpretations of the eight qualifying circumstances, and respond to both the Principal and Superintendent either supporting the recommendation or concluding that the described duties do not qualify the EAP's for the Adjustment Rate. The Director of Student Services should make a reasonable attempt to complete this review within 5 business days of the Principal's request.
3. If the Director of Student Services supports the Principal's request, the Superintendent will complete his/her review and issue a letter to the EAP's informing them of their new compensation (after the Adjustment Rate is applied). When the compensation becomes effective. That letter will be cc'd to the Principal, the Payroll office, the Federation, and the employee's personnel file.
4. If the Director of Student Services does not support the Principal's request, he/she should meet with the Principal to discuss the issue and the Principal should meet with the EAP's to explain the reasons why he/she does not qualify for the Adjustment Rate.

#### **Removing the Adjustment Rate from a EAP's Compensation**

1. Principals and their Student Services Administrators are responsible for recognizing and reporting changes in a EAP's assignment or changes in student need that warrant the removal of the Adjustment Rate. In addition, the Director of Student Services will review the list of EAP's who currently receive the Adjustment Rate with the Student Services Administrators monthly to check for changes in assignment or changes in student need that warrant the removal of the Adjustment Rate.
2. Requests for removing the Adjustment Rate to a current employees current compensation are initiated by the building Principal in the form of a written request to the Superintendent and the Director of Student Services. This written request should include:
  - a. The name of the EAP's recommended to no longer receive the Adjustment Rate;
  - b. The date the Principal recommends the Adjustment Rate should be removed (retroactive dates are acceptable);
  - c. The reason the removal of the Adjustment Rate is being recommended (one of the eight items above);
  - d. Narrative justifying the change.
3. The Director of Student Services will review the Principal's recommendation, ensuring the justification is sound and aligned with district-wide interpretations of the eight qualifying circumstances, and respond to both the Principal and Superintendent either supporting the recommendation or concluding that the

described changes do not warrant the removal of a EAP's Adjustment Rate. The Director of Student Services should make a reasonable attempt to complete this review within 5 business days of the Principal's request.

4. If the Director of Student Services supports the Principal's request, the Superintendent will complete his/her review and issue a letter to the EAP's informing him/her that they no longer qualify to receive the Adjustment Rate due to a change in the nature of his/her assignment; their new, compensation and the date that new rate becomes effective. That letter will be cc'd to the Principal, the Payroll office, the Federation, and the employee's personnel file.



## APPENDIX B

### NORTH ATTLEBOROUGH PUBLIC SCHOOLS PARAPROFESSIONAL EVALUATION FORM

Name of Employee \_\_\_\_\_ School / Department \_\_\_\_\_

Please check one:  Annual Evaluation  Interim

*Rate the employee in each of the three PERFORMANCE AREAS by placing a check mark under the LEVEL OF PERFORMANCE column that most appropriately reflects your assessment of the employee's performance during the evaluation period.*

PERFORMANCE AREAS AND CRITERIA/EXPECTATIONS	LEVEL OF PERFORMANCE			
	Exceeds Expectations	Meets Expectations Consistently	Meets Expectations Inconsistently	Does Not Meet Expectations
<b>PROFESSIONAL RESPONSIBILITIES</b>				
Displays job knowledge and skills				
Accepts and carries out assignments willingly				
Uses work time productively				
Able to communicate (verbal & written) in a clear, organized and appropriate manner				
Demonstrates initiative and resourcefulness				
Demonstrates flexibility and adjusts to change				
Maintains proper appearance and demeanor				
Maintains regular attendance and is punctual				
<b>INTERPERSONAL SKILLS</b>				
Accepts guidance and constructive suggestions				
Works cooperatively with others; is tactful, considerate and communicates well.				
Brings concerns / issues through proper chain of command				
<b>INSTRUCTIONAL RESPONSIBILITIES</b>				
Demonstrates awareness of classroom / school routines				
Assists with materials and strategies for reinforcing skills				
Works well with groups or individual students				
Maintains confidentiality on student issues				
Follows through on directions				
Works cooperatively with the classroom teacher(s)				
Interacts positively with students				
Observes students and informs teacher of any problems/issues regarding individual students				
Displays concern for student health and safety				
Fosters and supports student accomplishments				

**EVALUATOR COMMENTS:**

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**EMPLOYEE COMMENTS:**

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**Employee Signature & Date**

*The signature of the Paraprofessional means only that he/she has read this document and does not necessarily denote agreement.*

**Evaluator Signature & Date**

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**Date of Evaluation Review Meeting**

*The original signed copy of the evaluation form along with any statement, written and signed by the Paraprofessional, will be placed in the employee's personnel file.*