

AGREEMENT
BETWEEN THE
EAST LONGMEADOW SCHOOL COMMITTEE
AND THE
EAST LONGMEADOW EDUCATION ASSOCIATION
UNIT E

September 1, 2023 - August 31, 2026

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**ARTICLE 1
RECOGNITION**

The East Longmeadow School Committee recognizes, for the purposes of collective bargaining, Unit E of the East Longmeadow Education Association as the exclusive representative of a unit consisting of "Paraprofessionals." As used in this contract, "Paraprofessional" shall include all regular full-time and part-time teacher aides, reading aides, art aides, individual aides, computer aides, special education aides, and ABA aides, excluding all other employees employed by the East Longmeadow School Committee. Noon/lunch aides are recognized under this agreement when also serving in any of the other capacities stated above. Paraprofessionals shall not include volunteer aides.

**ARTICLE 2
WORK YEAR AND WORK LEVEL**

- A. The work year of a full-time paraprofessional shall be one hundred eighty-two days (182) with attendance required at the annual Open House evening for parents in their assigned buildings. By mutual agreement, the 183rd recently added, second full-day professional development day for Unit A shall not be a paid workday for paraprofessionals. Paraprofessionals will not need to report to work on the second full day professional development day.

Paraprofessionals who attend the District professional development day in November and the one scheduled in January, February, or March will be paid their hourly wage.

The work year of a part-time paraprofessional is one hundred eighty-two (182) days and shall be paid for (182) days.

The work year of paraprofessionals shall be scheduled in accordance with the need of the employee's service as determined by the Superintendent of Schools and approved by the East Longmeadow School Committee. Paraprofessionals shall be included in all building and system-wide convocations held before students return to schools.

<u>Building</u>	<u>Student Start Time</u>	<u>Student Dismissal Time</u>	<u>Para Start Time</u>	<u>Para End Time</u>
MB	9:05	3:15	8:45	3:15
MV/MS	8:15	2:30	8:00	2:30
BPMS	7:37	2:00	7:30	2:00
ELHS	7:25	1:45	7:15	1:45

- B. Paraprofessionals will be notified by the last day of the school year of the building to which they will be assigned.

Paraprofessionals will be notified of their work assignment, classroom(s), and grade level(s) through the mailing sent out in early August providing the payroll build from Central Office.

Principals will notify paraprofessionals of any needed schedule changes due to unforeseen circumstances (i.e. new student enrollment, staff resignations, etc.) on an individual basis.

There shall be two categories of paraprofessionals

- Full Time - Those employees whose normally scheduled work week is 20.00 (twenty) or more hours per week.
 - Part Time - Those employees whose normally scheduled work week is less than 20.00 (twenty) hours per week.
- C. Professional Development Days: Paraprofessionals shall attend professional development activities set and approved by the site-based administration.
- D. School Delays: When school is delayed, full-time paraprofessionals will be paid a full day; part-time paraprofessionals will have the option to make up lost hours (if any) with compensation at their regular rate.
- E. Emergency School Closing: When school is closed because of snow, inclement weather, etc., paraprofessionals will not report to work. Paraprofessionals will be paid for the day and will work on the make-up day without additional compensation for the make-up day.
- F. The Committee, through its designated representative(s), shall determine the work week and hours of work within that week of an individual employee. Paraprofessionals shall have a thirty (30) minute, uninterrupted, duty-free, and unpaid lunch period. Full-time paraprofessionals shall be entitled to a fifteen (15) minute break at a time mutually agreed upon by the employee and the principal or director.

ARTICLE 3 POSTING OF POSITIONS/TRANSFERS

A.

1. A written notice of all positions within the unit will be distributed and posted in each building prior to, if possible, but not later than two days after said position is open or is to become available. This notice will include a brief description, rate of pay, and sufficient additional information to identify the positions such as hours to be worked and type of work to be done.

2. The posting of vacancies and the internal process is as follows:

- a. Posted positions during the school year are published by Central Office and sent to schools.
- b. Within 2 school days, qualified paraprofessionals within the unit shall apply via the School Spring website. No paper applications will be accepted.
- c. The principal shall conduct interviews with all unit applicants within 2 school days after the posting closes.
- d. If a unit paraprofessional is hired for a new position for which they applied, student welfare will remain a priority until the replacement is hired.
- e. No paraprofessional shall be required to stay in a former position beyond 30 calendar days.

3. Posted positions during the summer are published by the Central Office. Additionally, all vacancies are posted on the East Longmeadow Public Schools website. During the summer, all postings will be for a minimum of 5 days.

B. Involuntary Transfer

- 1. A contemplated involuntary transfer will only occur after a meeting is held between the Director of Student Support Services, the building Principal, and the paraprofessional along with the Unit E representative. This meeting will provide the paraprofessional the opportunity to address their potential transfer.**
2. Notice of transfer will be given to the paraprofessionals as soon as possible.
3. Exceptions to the provisions of the above paragraph may be made only if the Superintendent of Schools determines that it is necessary to do so in the best interests of the paraprofessional(s) and/ or school(s) affected.
- 4. The right to transfer employees remains within the sole prerogative of the District. However, in making its decision, the District will consider the needs of the District, the employees' qualifications, and length of service. In all cases, a transfer decision shall be based on the best interests of the children, schools, and employees affected.**

C. Voluntary Transfer

Paraprofessionals desiring a transfer will submit a written request to the Superintendent stating the assignment preferred. Such a request should be submitted between September 1 and May 1. Requests must be renewed each year. All requests will be acknowledged in writing by the Superintendent's office. Any requests by the Superintendent or his designee for additional pertinent information relative to the request that is not available in the office file will be promptly supplied by the paraprofessional.

D. Summer School

All current ELPs employees will be considered first for all summer school positions. Hiring decisions will be based on experience, past performance, and the employee's past attendance in the summer school program in previous years. The parties agree that one summer school employee will arrange for substitutes for 2 extra paid hours each week.

There are no vacation days, personal days, or any unexcused absences permitted during the summer special education program. If an employee is absent for any reason during the summer school special education program, he/she will not earn pay for those hours.

**ARTICLE 4
LEAVES OF ABSENCE**

Unpaid leaves of absence are discouraged; however, the Superintendent of Schools may consider a written request for a leave of absence. Leaves of absence shall be for a maximum of one (1) year. The decision on whether or not to grant an unpaid leave of absence shall be solely at the discretion of the Superintendent of Schools and shall not be grievable.

**ARTICLE 5 LEAVE
WITH PAY**

Paraprofessionals may be granted leave with pay at their normal contractual rate of pay for the following reasons and under the following conditions:

- A. Paraprofessionals returning to the system will, upon the first day of their return, have credited to their "Leave with Pay" account, fifteen (15) days credit. If any such returning paraprofessional terminates his/her services in the system during the year, a deduction will be made for leave with pay advanced beyond one and one-half (1 1/2) days for each month of service for the current year. **Unit E employees may be required to furnish a doctor's note to substantiate the need for leave when absent for at least five (5) consecutive days. ELPS may also require a doctor's note should a Unit E member demonstrate a continuing pattern of absences attributable to illness or injury.**
- B. Paraprofessionals new to the system will have a similar credit made to their account following their first day of actual service. Any unused days will accumulate as in "A" above. The Superintendent may, in his/her judgment, suspend the granting of additional leave with pay in excess of one and one-half (1 1/2) days per month until such time as the paraprofessional has accumulated enough days to cover such absence.
- C. For paraprofessionals hired on or before October 30, 1996, the number of unused days in the Leave with Pay account at the end of each school year will be carried forward to the next year, with accumulation to a maximum of 150 days. For paraprofessionals hired on or after October 30, 1996, the number of unused days in the Leave with Pay account at the end of each school year will be carried forward to the next year, but shall not exceed 130 days.
- D. Paraprofessionals will qualify for leave with pay and their account will be charged for the following reasons and under the following conditions:
1. Sick leave, interpreted as meaning leave with pay for sickness or accident, the nature of which incapacitates the beneficiary from performing the duties of his/her position, has no limit up to the number of days available in the Account, except that in cases of prolonged sickness the Committee may require, at reasonable intervals, a doctor's certificate to justify further leave with pay.
 2. Three (3) days for religious holidays, two of which will not be charged to Leave with Pay Account. Paraprofessionals whose religious beliefs require more days in any one year will be given such additional days as are necessary without pay.
 3. Five (5) days for illness in the immediate family or household. The Superintendent or his/her designee may extend the number of days for justifiable reasons.
 4. Five (5) days for each death in the immediate family or household. The Superintendent or his/her designee may extend the number of days for justifiable reasons. The Superintendent or his/her designee may also approve attendance at funerals other than those for the immediate family or household for justifiable reasons. Of the five (5) days for death in the immediate family a leave up to a minimum of three (3) days for each such death will not be subtracted from Leave with Pay account. The definition of immediate family is mother, father, sister, brother, spouse, children, aunts, uncles, in-laws, nephews, nieces, foster parents, guardians, grandparents, grandchildren, and significant others.
 5. For full-time paraprofessionals only, two (2) personal business days for unavoidable reasons which necessitate the paraprofessional being absent and which do not fall under any of the above reasons. Except in emergencies, members taking such days will give their immediate supervisor written notice on the form provided for this purpose at least one school day in advance of the day to be taken. In an emergency, the individual will notify the appropriate office that he/she is taking a personal business day. Upon return from such leave, he/she will submit a written statement to this effect on the form provided. Such requests for the day(s) before or after vacations or holidays are to be discouraged. A paraprofessional may accumulate three (3) personal days under this

provision. A paraprofessional who accumulates three (3) days would have available no more than five (5) days in any given year. Notwithstanding the preceding sentence, no more than two (2) days can be taken consecutively without advanced notification to and approval by the Superintendent of Schools. For part-time paraprofessionals only, one (1) personal business day for unavoidable reasons, which necessitate the paraprofessional being absent, and which does not fall under any of the above reasons. Except in emergencies, member taking such a day will give their immediate supervisor written notice on the form provided for this purpose at least one school day in advance of the day to be taken. In an emergency, the individual will notify the appropriate office that he/she is taking a personal business day. Upon return from such leave, he/she will submit a written statement to this effect on the form provided. Such requests for the day before or after vacations or holidays are to be discouraged. A paraprofessional may accumulate one (1) personal day under this provision. A paraprofessional who accumulates one (1) day would have available no more than two (2) days in any given year. Notwithstanding the preceding sentence, two (2) days cannot be taken consecutively without advance notification to the Superintendent of Schools.

6. Jury Duty
 - a. An employee actually serving on Jury Duty on a work day or who actually reports to the Court for Jury services required by said Court for any portion of a work day, shall receive his/her regular rate of pay for each day served, reduced by the amount of Jury pay received for the Court. (Jury pay received for service on non-working days shall not be deducted from an Employee's pay.) Jury pay, however, shall not include any meal or travel expenses paid by the Court. The normal pay of an Employee shall not be interrupted by Jury duty; however, if the Employee has not reimbursed the Committee for Jury pay within two weeks of receiving such pay, the Committee shall deduct said amount from the Employee's pay. The Association shall hold the Committee harmless for said deductions but reserves the right to process grievances as to the amount of said deduction.
 - b. An Employee Serving on Jury Duty will furnish the Committee information with respect to days actually served on Jury Duty, days or any portion of a day the employee reported to the Court for service as required by the Court, and the amount of Jury pay (not including meals or travel expenses paid by the Court) received from the Court.
 - c. An employee on call for Jury Duty shall notify the building principal as soon as possible if he/she is scheduled to serve on jury Duty the next day.
7. Any other purposes which the Superintendent shall approve in writing in advance.
8. Paraprofessionals will complete the Personnel Absence Report in connection with the above absences.
9. Paraprofessionals returning to the system will have any previously unused leave with pay restored to their account.

- E. Leave with pay but not charged to the Leave with Pay account will be given for the following reasons and under the following conditions:
1. Any time approved in advance by the Superintendent or his/her designee for the purpose of visiting other schools or attending meetings or conferences of an educational nature.
 2. A maximum of ten (10) school days per school year for each paraprofessional called into temporary active duty of any unit of the United States Reserves or the State National Guard, provided such obligation cannot be fulfilled on days when school is not in session. In this case, the amount of the paraprofessional's regular pay will be reduced by the amount given by the state and/ or Federal Government.
 3. Any time for which the paraprofessional's presence is required at a legal proceeding if at the request of the Committee or as a consequence of his/her being sued by a parent, student, or agent of either relative to an act which he/ she performed or failed to perform in connection with the duties which come under the jurisdiction of the Committee.
 4. Any time for which a paraprofessional's presence is required at the actual proceedings conducted by a fact finder or arbitrator when said fact finder or arbitrator has been duly called for under the law or provisions of this Agreement.
 5. Any other time approved in advance in writing by the Superintendent.
 6. The employment and assignment of substitutes shall be the sole responsibility of the Committee and administration. The Committee will make every effort to employ the best-qualified substitutes and will fill all vacancies when it is possible to employ a reasonably qualified substitute.

F. Sick Leave Bank:

Sick Leave Bank: Both parties recognize the value of providing some relief from the economic impact of a prolonged illness or recovery from an injury. Decisions of the Sick Leave Bank Committee shall not be subject to the grievance or arbitration procedures of the existing contract and are final. Sick Leave Bank is a plan that has the following components:

1. A joint four (4) member board with two Association members, one School Committee member, and the Superintendent, to administer the bank,
2. Mandatory contributions of all unit E members at the rate of one (1) per year until a balance of three hundred (300) days is reached,
3. If the number of sick leave days in the Bank are depleted below the number of paraprofessionals in the unit, then the Sick Leave Bank Committee may in its sole judgment assess one (1) additional day for the Bank from each member,
4. The requirement that all newly hired paraprofessionals contribute one (1) day to the bank,

5. Paraprofessionals become eligible to withdraw from the sick leave bank after ten (10) months of service as a member of Unit E,
6. Appropriate official medical documentation must be provided, and
A cap of forty-five (45) days per year per paraprofessional is established.

ARTICLE 6 CHILD RELATED LEAVE

The provisions of the Family and Medical Leave Act of 1993, as amended, are incorporated **for all employees regardless of the number of hours worked, provided that the employee has successfully completed at least 12 continuous months with the East Longmeadow Public Schools.**

For qualifying events, Family Medical Leave Act (FMLA) leave shall run concurrently with all other leaves (sick leave, child leave, unpaid sick leave, etc.)

A parental leave of absence of up to one (1) year will be granted to paraprofessionals who have accrued two (2) years of continuous service to the East Longmeadow Public Schools. Notice of leave will specify the date of return within the one (1) year period. Notice for such leave whenever possible shall be made at least thirty (30) days prior to the date of its commencement. During the parental leave period, accrued leave with pay benefits up to a maximum of twelve (12) weeks (60 work days) will be paid and charged against the Leave with Pay account. Upon expiration of the accrued days, the employee will be entitled to an additional sixty (60) days of unpaid leave during which the Town will continue to pay its share of the premiums for the employee's insurance benefit elections. The employee will continue to be responsible to pay his or her share of the premiums. The remaining balance of the parental leave after these sixty days (60) will be unpaid and the employee will be responsible for 100% of the premiums for the employee's insurance benefits. Such sick leave benefits shall not apply except during periods when the East Longmeadow schools are in session and a paraprofessional is actually absent from work. The accrued Leave with Pay benefits in the context of this clause will be confined to the period prior to and immediately following childbirth. The leave may be terminated prior to its expiration under usual circumstances with at least thirty (30) days notification by the paraprofessional to the Superintendent of Schools and written approval of the attending physician. A paraprofessional will be returned to his/her regular assignment or a comparable one after completion of such maternity leave except that staff reduction provisions of this contract shall apply equally to paraprofessionals on leave and all other staff members. At the expiration of the leave, the paraprofessional is expected to return to duty, request leave under other provisions of this contract, or submit a letter or resignation. The absence of any of the above actions will result in termination of employment. If the paraprofessional has completed one-half (1/2) or more of the school year before his/her leave commences, the year will be counted for increment purpose of this contract if the paraprofessional returns to the system.

ARTICLE 7 AUTHORITY OF ADMINISTRATION

- A. Any complaint concerning a paraprofessional that merits administrative action shall first be brought to the attention of the paraprofessional. No paraprofessional shall be disciplined except for just cause. A paraprofessional is entitled to have a representative of the Association present during any disciplinary proceeding.
- B. Paraprofessionals who are discharged will be given written notice of the reason(s) of termination by the administration. A paraprofessional with over one calendar year of continuous service from the date of hire, may request in writing a review of his/her discharge with the Superintendent of Schools. Said review shall be scheduled within fifteen (15) work days of the receipt of the written request. The review by the Superintendent is final. **Paraprofessionals shall serve a probationary period of ninety (90) calendar days after which they shall have professional status. Paraprofessionals who are discharged will be given written notice of the reason(s) of termination by the administration. A paraprofessional with professional status shall not be terminated except for just cause.**

- C. Nothing in the above paragraphs diminishes the administrator's recognized authority and responsibility to discipline a paraprofessional for delinquency of professional performance.

ARTICLE 8 ASSOCIATION ACTIVITIES

There will be no reprisals taken against a paraprofessional by reason of the person's membership in the Association or participation in its lawful activities.

ARTICLE 9 EVALUATION

An administrator using the above evaluative instruments will conduct annual evaluations of each paraprofessional. A minimum of one evaluation report for each paraprofessional will be completed by June 1st of each school year. (Evaluation Form can be found in Appendix A)

The administrator will directly observe the performance of the paraprofessional and may interview any teacher or other professional with whom the paraprofessional works. The evaluator may review records and other printed materials used by the paraprofessional, and such review may become part of the evaluation. The administrator will note the source of all information included in the report.

An evaluation will be discussed with the paraprofessional prior to its entrance into the personnel file. Other documents, including letters or other written statements, concerning the performance of the paraprofessional may be placed in the personnel file provided the employee is given an opportunity to see and respond to them. The paraprofessional will acknowledge that she/he has seen them by signing said documents. This does not signify that the paraprofessional is in agreement with the contents of the documents. The paraprofessional will have the opportunity to respond to the documents, and his/her written response will be received by the Superintendent and attached to his/her file copy.

ARTICLE 10 HOLIDAYS - VACATION PAY

Full-time paraprofessionals shall receive the following paid holidays:

Columbus Day
Veterans' Day
 $\frac{1}{2}$ day before Thanksgiving, Thanksgiving Day, day after Thanksgiving
 $\frac{1}{2}$ day before Christmas, Christmas Day
New Year's Day
Martin Luther King Day
Patriots' Day
President's Day
Good Friday
Memorial Day
Juneteenth
Labor Day

If the day before Thanksgiving break is a full school day, members of the Unit will schedule "floating" half-day holidays with their supervisors.

**ARTICLE 11
ANNUALIZED PAY**

Paraprofessionals will be paid in 22 equal installments based on the East Longmeadow scheduled payroll dates from September through June. This payment will be calculated as 1/22 of an annualized salary that is derived from the following calculation:

Full-time: $\text{Sum (Rate+ Stipends)*6hrs. * 196 days (180 + 2 PD days + 14 Holidays)} = \text{Annual Salary}$

Part-time: $\text{Sum (Rate+ Stipends)*(Daily Hrs.) * 182 days (180 + 2 PD days)} = \text{Annual Salary}$

**ARTICLE 12
REDUCTION IN FORCE**

Except for economic necessity and consistent with state law, no UNITE member who has one (1) year or more of service in ELPS will be laid off during the first year of this contract.

This language applies to employees with one (1) year or more of continuous service.

The School Committee shall have prepared and forwarded a seniority list to Unit Eon or before November 1 of each school year.

If the School Committee determines, pursuant to its legal responsibility consistent with the General Laws of the Commonwealth of Massachusetts to make such determinations, that a reduction in the number of personnel in this Unit is necessary or that a particular type of service should be discontinued, the following policy for reduction in personnel will be used. The parties recognize two distinct and separate categories of Unit members for layoff purposes.

- A. Full-time paraprofessionals regardless of assignment; and
 - B. Part-time paraprofessionals regardless of assignment.
1. Paraprofessionals shall have Reduction-in-Force applied first in the category in which they are currently employed. Part-time paraprofessionals cannot bump up into Category A.

If a full-time paraprofessional is to be affected by Reduction in Force and that paraprofessional has an original hiring date earlier than a part-time paraprofessional, the affected full-time paraprofessional may bump the part-time paraprofessional with the shortest term of service, provided that: a) the full-time employee's service has not been severed by resignation, discharge, expiration of the recall period, or abandonment of position, and b) the full-time paraprofessional can do the job of the part time paraprofessional he/she wishes to bump. The same conditions apply if more than one position is involved.

Those paraprofessionals who may be laid off as a consequence of a Reduction-in-Force shall be notified by June 30th of the preceding year. This notification requirement will not be applied to reductions, which occur during the school year.

When reducing full-time paraprofessionals, the date they became a full-time paraprofessional will determine the order of reduction in Category A. The most recently hired paraprofessional who was hired on a full-time basis will be the first reduced. If two paraprofessionals have the same date of hire, the full-time paraprofessional with the shortest prior part-time service will

be reduced first. If there is no prior service, the full-time paraprofessional with the most advanced educational status will be retained.

2. Paraprofessionals with two or more years of service will have a limited right of recall if affected by a Reduction-in-Force. That right will be allowed and personnel will be recalled only in the category in which they were laid off. This right will extend for two years from the date of layoff. Personnel on layoff shall not earn additional service credits while on layoff. In the event of an approved leave, an employee would retain the seniority earned prior to taking the leave.

ARTICLE 13 BENEFITS

INSURANCE AND ANNUITY PLAN

- A. The Committee will, upon request of the Association, give due consideration to any plan of insurance.
- B. Fifty (50%) percent of the cost of a term life insurance plan of the type presently available to paraprofessionals will be paid for each enrolled paraprofessional.
- C. Paraprofessionals will be eligible to participate in a "tax sheltered" annuity plan established pursuant to United States Public Law No. 87-370.
- D. The Committee agrees to allow employee contributions to all health insurance, dental, and group term life insurance (including summer premiums) to be paid with pre-tax earnings. All members will participate in this plan.
- E. Health Insurance:

For the fiscal year beginning July 1, 1992, and thereafter, fifty (50%) percent of the cost of the individual or family coverage for the indemnified health insurance plan of the type presently available to paraprofessionals (the so-called mirrored BC/BS Master Health Plus Plan) will be paid for each enrolled paraprofessional; seventy (70%) percent of the cost of the individual or family coverage of the HMO's will be paid for each enrolled paraprofessional.

Notwithstanding the above paragraph, it is agreed that the 70/30 cost sharing for the HMO's will not be implemented unless the cafeteria plan referred to in Section D above is implemented and further agrees not to implement the 70/30 cost sharing for HMO's until said cafeteria plan is in place for unit members.

The above benefit is provided based upon what is offered to all East Longmeadow Town employees. Changes in the Town benefit plan will take precedence over any language herein.

ARTICLE 14 GRIEVANCE PROCEDURE

INTRODUCTION

The purpose of the procedure set forth hereinafter is to produce prompt and equitable solutions to those problems, which from time to time may arise and affect the conditions of employment of the paraprofessionals covered by this Agreement. The Committee and the Association desire that such procedure shall always be as informal and confidential as may be appropriate for the grievance involved and at the procedural level involved. The time limits which exclude Saturdays, Sundays, and holidays will be considered as maximum

unless extended by mutual written agreement. The Association will have the right to be present at all levels of the grievance procedure and present its views.

- A. **DEFINITION:** A "grievance" shall mean a complaint of an actual or supposed violation, misinterpretation, or inequitable application of any of the provisions of the Agreement. As used in this Article, the term "paraprofessional" shall also mean a group of paraprofessionals having the same grievance.

B:LEVELS OF PROCEDURE:

1. Level One: A paraprofessional with a grievance will first discuss it with his/her principal or if a paraprofessional is not responsible to a single principal, he/she will discuss it with his/her immediate supervisor, either directly or through the Association, with the object of resolving the matter informally.
2. Level Two: If the grievance is not resolved to the satisfaction of the Association or the aggrieved at Level One or if no decision is rendered after ten (10) days from the presentation at Level One, the individual or the Association may refer the grievance to the Superintendent of Schools in writing. Within ten (10) days after submission of the grievance at Level Two, the Superintendent will meet with the individual and/ or the Association in an effort to settle the grievance.
3. Level Three: If within ten (10) days after the Level Two hearing, the Superintendent has not rendered a written decision or the grievance is not resolved to the satisfaction of the Association or the aggrieved, the individual or the Association may request in writing to the secretary of the School Committee that the matter be placed on the agenda of the next regularly scheduled Committee meeting. In the event no meeting is scheduled, a meeting will be held at the Committee level within ten (10) days from submission of the grievance to the Secretary of the Committee. The Committee will render its decision to the Association in writing within fifteen (15) days after said meeting.
4. Level Four: If the grievance is not resolved to the satisfaction of the Association or the aggrieved, upon receipt of the written decision from the Committee, the Association may determine (with or without the concurrence of the aggrieved individual) that the grievance is meritorious and that submitting it to arbitration is in the best interests of the East Longmeadow Public Schools.

If so, it may, by giving written notice to the Committee, submit the grievance to binding arbitration within fifteen (15) days after receipt of the written decision from the Committee. Within ten (10) days after such written notice of demand for arbitration, the Committee and the Association will agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve. It is hereby noted that the services of the State Board of Conciliation and Arbitration are available for this purpose to municipal employers and employees. 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. If the services of the American Arbitration Association are used, the parties will be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator. The arbitrator so selected will confer with the representatives of the Committee and of the Association and hold hearings promptly and will issue his/her decision not later than twenty (20) days from the date of the close of the hearing or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him/her. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issue submitted.

The arbitrator will be without power or authority to make any decision, which requires the commission of an act prohibited by law or which violates the terms of this Agreement to modify, alter, add to, or subtract from the provisions of this Agreement. The award and decision made in any such arbitration shall be final and binding upon the Committee, the Association, and the aggrieved paraprofessional. The direct expenses, if any, of such arbitration shall be shared equally by the School Committee and the Association but each party shall bear its own expenses for the preparation and presentation of its case.

- A. If a paraprofessional does not file a grievance in writing with the Association and the written grievance is not forwarded to the Superintendent within thirty (30) days after the paraprofessional knew or should have known of the act or conditions on which the grievance is based, and then the grievance will be considered as waived. Furthermore, if the next step in the grievance procedure is not acted upon within the number of days specified or within twenty (20) days where no time limit is specified, then the grievance shall be considered as waived. A dispute as to whether a grievance has been waived under this paragraph will be subject to the grievance procedure at level Four.
- B. No written communication, other document, or record related to the grievance process shall be filed in the personnel file maintained by the Public Schools of East Longmeadow for any paraprofessional involved in presenting such grievance.
- C. If the Committee or the Superintendent shall have a grievance against the Association or any paraprofessional thereof on the basis that they are not abiding by the terms of this Agreement, the Superintendent shall meet with the paraprofessional or paraprofessionals at the most informal level possible to discuss the grievance and if satisfaction is not obtained, may forward it to the Association. At any discussion of a grievance by the Superintendent with a paraprofessional or paraprofessionals, the latter will have the right to have representation by the Association. If the Superintendent cannot settle the grievance to his/her satisfaction, the Association shall meet with the Committee within ten (10) days following receipt of a written request for such a meeting. This request will include a written statement of the grievance. If, after fifteen (15) days the Committee is not satisfied with the disposition of the grievance, it may, by giving written notice to the Association, demand the grievance be submitted to binding arbitration. The procedure, terms and conditions of arbitration are to be the same as under Level Four preceding.

If the Association agrees that a grievance instituted under the foregoing provisions against a paraprofessional or group of paraprofessionals is justified and makes every effort to remedy the situation, the Committee agrees not to institute arbitration proceedings against the Association. If the paraprofessional(s) involved, after warning from the Association that the act(s) is contrary to this Agreement, continue such act(s), the Committee may use whatever legal means are at its disposal to correct such action(s) and the Association agrees that it will not institute arbitration as a result of such legal use of authority by the Committee.

ARTICLE 15 MILEAGE ALLOWANCE

Paraprofessionals shall receive the rate in effect for other East Longmeadow Public Schools employees. The Superintendent of Schools must approve mileage allowance requests in advance.

ARTICLE 16 PERSONAL INJURY

Whenever a paraprofessional is absent from school as a result of personal injury occurring in the course of his/her employment, he/she is entitled to Workers Compensation in accordance with Massachusetts General Laws Chapter 152. The paraprofessional will be paid the difference between any Worker's Compensation wage payment and his/her regular salary to the extent of his/her Leave with Pay Account. The number of days charged to his/her Leave with Pay Account in such circumstances will be the proportion that the amount of sick leave actually paid bears to the full salary for a given period.

**ARTICLE 17
FAIR SHARE**

Fair Share Fee - Intentionally Left Blank

**ARTICLE 18
PROTECTION**

- A. Paraprofessionals will immediately report all cases of assault and/ or battery allegedly suffered by them or allegedly committed by them in connection with their employment to the Superintendent of Schools in writing.
- B. This report will be forwarded to the Superintendent. The Superintendent will comply with any reasonable request from the paraprofessional for information in his/her possession relating to the incident or the persons involved consistent with state and federal laws regarding confidentiality and privilege. The Committee and Superintendent will act in appropriate ways as liaison between the paraprofessional, the police, and the courts.

**ARTICLE 19
SALARY DEDUCTIONS**

The Committee agrees to deduct from the salaries of its employees dues for the East Longmeadow Education Association -Massachusetts Teachers Association or the National Education Association, or any one of said Associations as said paraprofessionals individually and voluntarily authorize the Committee to deduct, and to transmit the moneys promptly to said Association provided the Association has complied with the provisions of the State Law relating to such procedure. The East Longmeadow Education Association shall be responsible for submitting to the office of the Superintendent, in ample time for any necessary action to be taken, completed authorization in the following form:

"DUES AUTHORIZATION CARD"

I hereby authorize the East Longmeadow School Committee to deduct annually the current dues of my local, state, and national teacher associations. The specific amount of the current dues of each association shall be certified to the Committee by my local treasurer on or before September 15th of each year.

The deductions shall be made in accordance with the Agreement between the East Longmeadow Education Association and the East Longmeadow School Committee.

The Treasurer of the City, Town, or District shall transmit the dues to my Local Association Treasurer who shall be bonded.

I understand that I must give at least sixty (60) days notice to the Committee to withdraw this authorization for a subsequent school year.

- A. Regular payroll deduction or reductions will be made for the Town plan of health insurance, tax-sheltered annuities, MTA Credit Union, and Massachusetts Teachers Association disability plan. Details will be as established by the School Committee and Town Treasurer's office, but insofar as possible, equal amounts of money will be taken from each paycheck. The time and amounts will as nearly as possible conform with the request of the Association but will be subject to minor changes at the request of the Town Treasurer if such changes are necessary in order to operate properly under the Town accounting system.

ARTICLE 20

SALARIES

All paraprofessionals will participate in the payroll direct deposit program

All paraprofessionals are placed in the following salary schedule based on years of service as defined by the most up-to-date ELEA/ELPS Seniority List. Years of service are defined in whole school years. For the purposes of this article, a paraprofessional will accrue one year of service if hired between late August through October 31st

BASE HOURLY RATE	FY24	FY25	FY26
New Hire - 5 Years	\$17.25	\$18.75	\$20.25
6-9 Years	\$18.25	\$19.75	\$21.25
10-12 Years	\$19.25	\$20.75	\$22.25
13-14 Years	\$20.25	\$21.75	\$23.25
15 + Years	\$21.25	\$22.75	\$24.25

*Two additional groups have been formed for this contract (Group A and Group B). As paraprofessionals in these groups retire, the group will be reduced. Eventually, the two groups will no longer exist. The 15+ yrs. of service level will be the top level for all other paraprofessionals. The Association and the School Committee have approved a list of the seven employees total in Groups A and B.

Group	FY24	FY25	FY26
A	\$23.25	\$24.75	\$26.25
B	\$22.25	\$23.75	\$25.25

To the extent possible, the District will only assign paraprofessionals to a 1:1 ABA assignment when the paraprofessional has either trained through the ELPS program or has the required coursework completed with an official transcript showing such.

All ABA trained** Paraprofessionals assigned to a role as a Tier 1 or Tier 2 paraprofessional assignment, as defined by the District's Paraprofessional Assignment Formula, will receive the additional **hourly stipend as shown in the chart below.**

**ABA training is a two-week summer training seminar conducted by ELPS. Paraprofessionals may also qualify for ABA status through undergraduate or graduate level coursework. Two courses at a minimum must be completed with one course focusing on Applied Behavioral Analysis and a second one that has a curriculum that is pertinent to educating students with special needs such as the Autism Spectrum Disorder or the Principles of Inclusion. All coursework questions should be directed to the Superintendent of Schools prior to enrolling.

Both current and newly-hired paraprofessionals who possess an **Associates Degree** will receive an additional **hourly stipend as shown in the chart below.**

Both current and newly-hired paraprofessionals who possess a **Bachelor Degree or higher** will receive an additional **hourly stipend as shown in the chart below.**

Paraprofessionals who perform **Personal Care Duties** on a daily basis will **receive an additional hourly stipend as shown in the chart below.** Personal Care duties would include but are not limited to the following: diapering, toileting, and feminine care or personal hygiene.

ADDITIONAL STIPENDS (ABA, DEGREE, PCS) ARE ADDED TO THE BASE HOURLY RATE				
ABA STIPEND:	FY24	FY25	FY26	
	1.25	1.50	1.50	
BACHELOR DEGREE:	FY24	FY25	FY26	
	0.75	1.00	1.00	
ASSOC DEGREE:	0.50	0.75	0.75	
PCS STIPEND:	FY24	FY25	FY26	
	0.75	1.00	1.00	

A pilot program will begin in the 2023 -2024 school year offering five new stipend positions for which Unit E members may apply. The positions will be for trained Registered Behavior Technicians. All Unit E members may enroll and complete the online RBT training. The training can be found at the following link.

<https://store.special-learning.com/product/rbt-2-0-online-training-course>

The RBT self-paced training has 21 modules, and people can take the course over 180 days if needed. The RBT credential does have a renewal process that involves required supervision by a BCBA. The District will provide the needed supervision for the individuals operating in the five RBT positions. Upon successful completion of the RBT course, a paraprofessional may submit a copy of the certificate of completion for reimbursement.

Successful completion of the course also makes an individual eligible to interview for the stipend positions that will involve taking on some new and more independent responsibilities. The five RBT positions will be utilized throughout the District based on student and program needs. The stipend for the RBT positions is listed below.

NEW COMPETITIVE STIPEND POSITION:			
REGISTERED BEHAVIOR TECHNICIAN			
5 POSITIONS	FY24	FY25	FY26
	\$2,500	\$2,500	\$2,500

A paraprofessional who voluntarily agrees to provide **classroom coverage** of more than 20 minutes for a teacher will be paid, in addition to his/her salary, according to the following scale:

Classroom Coverage:	FY24	FY25	FY26
\$4 per 20 minute	\$ 4.00	\$ 4.00	\$ 4.00
Half Day \$36	\$ 36.00	\$ 36.00	\$ 36.00
Full Day \$72	\$ 72.00	\$ 72.00	\$ 72.00
The 4th consecutive day remains at \$75 as described in the contract.			

A paraprofessional, who is compensated under C above (\$72.00) for providing voluntary **classroom coverage** for the same teacher for three (3) full-days in a row, shall be eligible for additional compensation for covering in the same classroom at the sole discretion of the Superintendent of Schools on a case by case basis. Such compensation, if approved by the Superintendent, shall be in the form of an additional \$75 per day and shall be paid beginning on the 4th day of said teaching assignment until the end.

The parties agree that this is an alternative option to the long-term substitute policy and that neither this compensation nor the long-term substitute policy shall occur simultaneously.

Paraprofessionals will be paid their regular hourly rate for work beyond normal hours, which involve field trips, TEAM meetings, parent conferences, and supervisory duties immediately before and after school. Extended ABA services will be paid their regular hourly rate including the ABA stipend.

Paraprofessionals working beyond normal hours as a tutor, job coach or in another instructional capacity with students will be paid at the hourly rate established in the Unit A Teachers Contract.

Paraprofessionals will be paid every other week beginning with the first pay period following their start date for that school year. Effective at the start of the 2008 - 2009, paraprofessionals will not have to submit weekly time sheets.

LONGEVITY

Paraprofessionals with cumulative service in the East Longmeadow Public Schools are eligible for an annual longevity stipend that will be at the end of each school year based on the following paid table.

LONGEVITY:	FY24	FY25	FY26
10 YRS	\$ 500	\$ 700	\$ 900
15 YRS	\$ 650	\$ 850	\$ 1,050
20 YRS	\$ 1,200	\$ 1,400	\$ 1,600
25 YRS	\$ 1,350	\$ 1,550	\$ 1,750
30 YRS	\$ 1,500	\$ 1,700	\$ 1,900

SUMMER PAY

The East Longmeadow School Committee and the East Longmeadow Education Association agree on a new paraprofessional salary differential for summer work of \$3.75 per hour. This salary differential shall be added to the base hourly salary for all Unit E employees employed in summer work. This rate is effective September 2, 2009, and it shall be used starting in the summer of 2010.

ARTICLE 21 RETIREMENT RECOGNITION

A paraprofessional under this agreement who has served the East Longmeadow Public Schools for fifteen (15) years or more and gives the School Committee six (6) months notice of his/her intended retirement shall receive a lump sum payment of one thousand five hundred (\$1,500.00) dollars upon said retirement.

ARTICLE 22 PROFESSIONAL DEVELOPMENT

The Association and the School Committee agree that in-service programs should be developed to assist in the improvement of work performance and the enhancement of professional development. Professional development will be planned each year in accordance with the needs of the students, staff, and the goals of the school district.

If attendance is mandatory and the program or activity to be given is at a time other than the regular working day of each employee, the paraprofessional will be reimbursed at his/her hourly rate. The supervisor of each employee, with the approval of the Superintendent, will be responsible for determining whether or not the course is mandatory for the effective performance of duties relative to the paraprofessional's position. Course work or training needed to remedy deficiencies in current performance, under a current job description, may be paid for by the School Committee.

Paraprofessionals with three school years or less of experience in ELPS will be reimbursed, upon application approved in advance by the Superintendent of Schools or designee, up to four hundred and fifty (\$450.00) dollars for approved job-related courses and professional development activities. Building principals shall have the discretion to approve and fund out-of-district professional development for paraprofessionals with three or more years of employment. Paraprofessionals shall attend professional development activities set and approved by the site-based administration.

ARTICLE 23 DRUG FREE WORKPLACE ACT

Pursuant to the Drug-Free Workplace Act (20 U.S.C. 701, et seq.) and the regulations promulgated thereunder, the East Longmeadow School Committee hereby adopts and implements a program to prevent the use of illicit drugs by employees in the workplace.

1. The Committee hereby notifies all employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace, on school property, or as a part of school activities.
2. As a condition of employment, all employees of the East Longmeadow Public Schools shall:
 - A. Notify the Committee in writing of any conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after said conviction; and
 - B. Within thirty (30) calendar days of giving notice under paragraph (2), above, any employee so convicted for a violation of a criminal drug statute occurring in the workplace shall satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
3. During the course of participation in a program under Paragraph 2. (bl, above, the employee shall be considered on voluntary leave of absence without pay. Any employee who is so convicted and who satisfactorily participates and completes an approved drug abuse assistance or rehabilitation program shall forthwith be restored to his/her former employment position.
4. An employee who is so convicted and who does not satisfactorily participate and complete an approved drug abuse assistance or rehabilitation program shall be terminated from his or her employment by the Committee for failure to satisfactorily participate and complete said program.
5. Based upon reasonable suspicion, the Committee shall notify local, state, or federal law enforcement authorities, of any unlawful manufacture, distribution, dispensations, possession, or use of a controlled substance by any employee in the workplace.
6. The Committee shall provide the School Business Manager, President of the Association, and the employee with information regarding drug abuse assistance or rehabilitation programs approved by federal, state, or local health, law enforcement, or other appropriate agencies.

ARTICLE 24 NON-DISCRIMINATION

It is the policy of the East Longmeadow Schools to abide by the letter and spirit of the laws of the Commonwealth and of the United States that guarantee the equal and unbiased treatment of all students, parents, and employees of the East Longmeadow Public Schools. The General Laws cited in the policies generally require that no person be discriminated against in employment practices including, but not limited to, hiring, promotion, transfer, discharge, pay, fringe benefits or access to educational programs and services on the basis of race, color, sex, religion, national origin, age, handicap, or sexual orientation.

Further, it is the policy of the East Longmeadow Public Schools to not permit unlawful discrimination on the basis of sex, including, but not limited to, sexual harassment as defined pursuant to Title VII of the Civil Rights Act of 1964, Title IX of the Educational Amendments of 1972 and M.G.L. chapter 151B, § 1 (18).

Sexual harassment is also prohibited in the workplace by M.G.L. chapter 151A, § 25. All persons have the right to be free from sexual harassment (M.G.L. chapter 214, §1); therefore, sexual harassment in any form is strictly forbidden in school, on school grounds, or at school-related activities.

ARTICLE25 DURATION

This contract is in effect from **September 1, 2023** through **August 31, 2026**. Not later than **November, 2025**, the parties will enter into negotiations for a successor agreement to this contract to become effective **September 1, 2026**.

ARTICLE26 ESEA

Intentionally Left Blank

ARTICLE 27 GENERAL PROVISIONS

In the event that any part of this Agreement shall be held invalid, such invalidity shall not invalidate the whole Agreement, but the remaining provisions of this Agreement shall continue to be valid and binding to the extent that such provisions continue to reflect fairly the intent and understanding of the parties.

The failure of any of the parties to insist upon the strict performance of any of the terms herein shall not be construed as a waiver of such term or terms for the future; said term or terms shall nevertheless continue in full force and effect. The parties have incorporated into this Agreement their entire understanding. No oral statement or prior written matter extrinsic to the Agreement shall have force or effect. None of the parties is relying on any promises, warranties or representations other than those expressly set forth herein. The parties acknowledge that they are entering into this Agreement freely and voluntarily; that each has had independent advice by counsel or a representative of the Massachusetts Teachers Association of his or her own choosing and/ or the opportunity to obtain the same; that they have ascertained and weighed all the facts and circumstances; that they have been duly apprised of their respective legal rights; that all the provisions hereof as well as all questions pertinent hereto have been fully and satisfactorily explained to them; that they have given due consideration to these provisions in question; and that they clearly understand and assent to all of the provisions hereof.

This Agreement is the entire agreement between the parties and is intended to take effect as a sealed instrument upon execution by both parties. Both parties agree that they are entering into this Agreement of their free act and will.

It is expressly understood by and between the parties that this Agreement shall be interpreted and enforced under the laws of the Commonwealth of Massachusetts by any court of competent jurisdiction.

This Agreement shall not be altered or modified except by an instrument signed and acknowledged by the parties.

IN WITNESS THEREOF, THE PARTIES HEREUNTO SET THEIR HANDS AND SEALS

THIS ____ DAY OF _____ 2023

For the SCHOOL COMMITTEE

For the PARAPROFESSIONAL

Dated: _____

Dated: _____

East Longmeadow Public Schools Job Description

Job Title: Paraprofessional
Department: East Longmeadow Public Schools
Reports To: Building Principal/Director of Student Services
FLSA Status: Non-Exempt
Revised Date: 11/6/23

SUMMARY

The primary role of the paraprofessional is to assist in the instruction and support of students in acquiring academic, social, emotional, and physical skills. The paraprofessional will also perform any combination of the following instructional tasks in the classroom in order to assist the teaching staff of public elementary or secondary schools.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following:

- Discusses and coordinates instructional efforts with the coordinating teacher
- Assists in planning, preparing, and developing various teaching aids to assist students
- Assists in presenting subject matter to students, utilizing a variety of methods and techniques as directed by the teacher
- Assists students, individually or in groups, with lesson assignments to reinforce learning concepts as directed by the teacher
- Confers with administration and staff on progress of students as needed
- May be required to physically assist students if necessary as needed
- May be required to assist with personal care duties that would include but are not limited to the following: diapering, toileting, and feminine care or personal hygiene.

**Other duties specific to the paraprofessional position and/or grade level may be assigned in addition to the ones listed above.*

SUPERVISORY RESPONSIBILITIES - none

EDUCATION/EXPERIENCE/QUALIFICATIONS

- Have obtained an associate (or higher) degree, OR
- Have at least two years of post-secondary education that is equivalent to at least 48 credit hours from an accredited higher education institution, OR
- Have met a rigorous standard on one of the formal Massachusetts-endorsed Assessments: Parapro or WorkKeys OR Willing to do so in the first 90 days of employment
- Interest in Education and Working with Children
- Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of the position
- Reasonable accommodations may be made for individuals for whom English is a second language

LANGUAGE SKILLS

Ability to read and comprehend simple instructions, short correspondence, and memos. Ability to write simple correspondence. Ability to effectively present information in one-on-one and small group situations to students and others.

MATHEMATICAL SKILLS

Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals.

REASONING ABILITY

Ability to solve practical problems and deal with a variety of situations. Ability to interpret a variety of

■
instructions furnished in written, oral, diagram, or schedule form. Must be able to cope with the mental and emotional stress of the position.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

While performing the duties of this job, the employee is regularly required to stand, reach with hands and arms, and talk to or hear. Specific vision abilities may be required by this job including close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

The employee is occasionally required to walk; sit; stoop, kneel, crouch, or crawl; and taste or smell. The employee must regularly lift and/or move up to 15 pounds. There may be times when people are asked to lift more than 15 pounds. In situations requiring lifting 30 pounds or more, training on a safe two-person lift will be provided by the District.

The employee must be able to assist in the evacuation of students during emergency situations.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

While performing the duties of this job, the employee is occasionally exposed to moving mechanical parts and outside weather conditions. The noise level in the work environment is usually moderate.

EVALUATION

The paraprofessionals are evaluated formally once per year prior to June 1st by the building administrator and/or the director of student services as per the Unit E Contract.

**EAST LONGMEADOW PUBLIC SCHOOLS EAST
LONGMEADOW, MASSACHUSETTS**

PARAPROFESSIONAL EVALUATION FORM

Name of Paraprofessional:

School:

Date of Evaluation

	Objectives	Failure to Meet Expectations	Needs Improvement	Meets Expectations	Exceeds Expectations
1	Maintains positive relationships with staff/administration				
2	Interacts positively with students				
3	Maintains confidentiality				
	Exhibits organizational skills				
5	Assists students, individually or in groups, to reinforce learning concepts as directed by				
6	Implements lesson outlines and plans as directed by teacher				
7	Communicates with administration and staff on progress of students as needed				
8	Follows school regulations and policies				
other Comments:					

Signature of Paraprofessional

Date

Signature of Principal

Date

Appendix B

ELPS Paraprofessional Assignment Formula

$$\text{Paraprofessional FfEs (Full-Time Equivalent)} = \text{Tier 1} + \text{Tier 2} + \text{Tier 3} + \text{Tier 4}$$

Tier 1: 1 to 1 Student Aides:

Paraprofessional FfEs (Full-Time Equivalent) assigned to individual students as required by IEPs. These are designated 1:1 Paraprofessionals who assist one student throughout the entire day. These paraprofessional FfEs are "attached" to the student; when the student moves to another school, the assigned paraprofessional FfE moves with them. This may or may not be the same employee moving with the student. The job responsibilities for these paraprofessionals are defined by the students IEP.

Tier 2: Self-contained, Special Education programs

Paraprofessional FTEs assigned to particular self-contained, SpEd programs through the district. Each program is assigned paraprofessional FTEs based on the number of students served by the program and the unique characteristics of that program. Specific details of the paraprofessional staffing formula for each program can be found on the General Program Description document for In-district, self-contained programs. These unique characteristics of each program vary from year to year and professional discretion is used.

Tier 3: Inclusion Support

Paraprofessional FfEs assigned to a building based on the number of "Inclusion" Sp Ed students. An Inclusion SpEd student is a student with and IEP who spends the majority of their time in the general education setting, does not receive related services only, and does not have a

$$\text{Inclusion} = (\text{Total Sped Students}) - (\text{related only}) - (1:1 \text{ IEP})$$

20 to 25

Tier 4: Intervention Support

Paraprofessional FfEs assigned to a building based on the number of GenEd students who need academic support. These "Intervention" students are students who scored in the "Warning" or "Needs Improvement" category on the last MCAS and are not classified as "High Needs."

$$\text{Intervention} = (\text{Students in } W \text{ or } NI) - (\text{HN students})$$

20 to 25

