

**Contract Between the  
Douglas Educational Support Professionals  
Association and Douglas School Committee  
August 30, 2024- August 29, 2027**

**ARTICLE 1 – PURPOSE AND RECOGNITION**

The Douglas School Committee recognizes the Douglas Educational Support Professionals Association (DESPA) as the exclusive representative for all full- time and regular part time Paraprofessional and Applied Behavior Analyst (ABA) employees in the bargaining unit certified by the Massachusetts Labor Relations Board, excluding all managerial, confidential, substitutes and other employees, for the purpose of collective bargaining on all matters subject to negotiation pursuant to G.L. c. 150E.

No other agreement, understanding, consideration, or interpretation that alters, varies, waives, modifies or adds to any of the provisions of this Agreement shall be made with any other employee or group of employees by the Employer or any of its agents or representatives, unless it has been agreed to in writing by the Association.

Any agreement made in violation of the foregoing provision shall not constitute a waiver of the Association's right to future enforcement of any of the terms contained herein.

**ARTICLE 2 – EMPLOYER'S RIGHTS**

The Association recognizes that the School Committee and the Administration must provide qualified, efficient and economical operation of its schools and to promulgate reasonable rules and regulations thereof. To this end, the District retains and reserves all regular and customary functions of management and all powers, rights, and duties it has under law, except as abridged, delegated, granted, or modified by this agreement. These rights include but are not limited to:

- maintain order and efficiency
- select, hire, promote and direct the employees in accordance with the requirements, student and enrollment needs, and financial needs of the schools and to determine the place where work is to be performed
- assign, reassign and schedule all duties and assignments
- determine the quantity and types of equipment to be used
- introduce new methods and facilities
- determine staffing requirements and the number and location of facilities
- determine whether the whole or any part of the operation shall continue to operate
- determine the qualifications for positions
- demote, suspend, discipline or discharge with just cause
- layoff employees for lack of work or lack of funds subject to the terms of this agreement.

**ARTICLE 3 – PROBATIONARY PERIOD**

The first ninety (90) calendar days of continuous service by a newly hired employee shall

constitute such employee's probationary period. At any time during the probationary period a newly hired employee may be terminated at the sole discretion of the Employer, and said termination is not subject to grievance or arbitration.

#### **ARTICLE 4 – DUES CHECK OFF AND DEDUCTION**

Union dues of employees covered by this agreement shall be deducted each month from wages of each employee who, at his or her election, has signed an authorization form provided by the union and presented to the Town Treasurer in accordance with Section 17A of Chapter 180 of the Massachusetts General Laws, as amended.

#### **ARTICLE 5 - NO STRIKE/NO LOCKOUT**

The Douglas Educational Support Professionals Association (DESPA) agree that, under no circumstances will it authorize, sanction, condone, acquiesce in, or take part in, any strike or work stoppage of any kind or nature. Strike and work stoppages shall be deemed to include, but are not limited to: slow downs, sit-ins, concerted mass sickness or any curtailment of work or interference with the operation of the Douglas School System, including picketing or demonstrating of any kind during school hours. The Association further agrees that it will not engage in any sanction activities or other terms of boycotts.

In the event of any action by the Association, or by any of its members, in violation of this provision, the Association will post notices immediately at all schools affected, advising that such action is unlawful, in violation of this Agreement, and unauthorized by the Douglas Educational Support Professionals Association (DESPA). The DESPA shall further advise any and all members involved, including notification to the news media if requested by the School Committee, that such members are in violation of the Agreement and that all members involved shall return forthwith to their regular duties. The DESPA shall further be expected to take any and all other actions reasonably within its power to stop the activity. If DESPA takes the foregoing steps and has not acted in violation of its obligations under this Agreement, it shall not be liable in any way for such activities.

In the event the Douglas Educational Support Professionals Association (DESPA) does not adhere to, or abide by this provision, it shall be held liable for any and all damages, injuries and costs incurred by the School Committee.

#### **ARTICLE 6 - DISCIPLINE**

The Superintendent or designee may impose disciplinary action for good cause.

#### **ARTICLE 7 – GRIEVANCE PROCEDURE**

##### Purpose

The purpose of the grievance procedure set forth below is to provide a systematic and timely process by which an aggrieved member of DESPA may present a grievance concerning matters

covered by this Agreement for a prompt resolution of the differences. Grievance proceedings will be kept as informal and confidential as may be appropriate for the level concerned and every effort will be made to dispose of at the lowest possible level. Nothing herein contained will be construed as limiting the right of any member having a grievance to discuss the matter informally with the appropriate member of the administration at Level One and having the grievance disposed of at that Level without intervention of DESPA, provided that the disposition is not inconsistent with the terms of the Agreement.

#### A. Definitions

1. Grievance: A “Grievance” is a complaint based upon an event or condition which affects the welfare and/or conditions of employment covered by this Agreement of a member or members of the Douglas Educational Support Professionals Association.
2. Aggrieved: The term “aggrieved” is used to denote the person or persons filing the grievance.
3. Party In Interest: A “party in interest” includes the person or persons filing the grievance, all persons or groups of persons who might be required to take action, or against whom action may be taken, to resolve the grievance and the chairman of the Association’s Professional Rights and Responsibilities Committee, or his/her designee when involved in a grievance proceeding.
4. School Day: A school day is a day on which school is in session.
5. Time Limitations: A grievance may be submitted no later than ten (10) calendar days from the date of the individual or association awareness.

#### B. Grievance Procedure

The number of days indicated at each level should be considered maximum, and every effort will be made to expedite the procedure whenever possible. Where necessary in the interest of fairness and completeness, time limits may be extended by mutual written agreement of parties concerned. Grievances submitted after June 1 will be processed as expeditiously as possible.

At all levels, the aggrieved person(s) shall have the right to meet with the Administration either privately or in company with a representative of the Association.

A grievance that effects, or may affect, a group or class of employees may be submitted by the Association directly to the Superintendent and the processing of such grievance shall be commenced at Level Two.

All documents, communications and records relating to the processing of a grievance will be filed separately from the personal files of parties in interest. No reprisals of any kind will be taken by the School Committee or by any member of the Administration against

any party in interest for reasons of participation in a grievance proceeding.

**1. LEVEL ONE: MEETING WITH PRINCIPAL**

The aggrieved shall discuss the grievance with his/her Principal.

If an immediate disposition of the grievance is not made at this meeting, the Principal shall have five (5) school days from the date of this meeting in which to advise the aggrieved of his/her decision. If, at the end of the five school days, the Principal has not advised the aggrieved of his/her decision, or, if the Principal's decision is not acceptable to the aggrieved, the aggrieved may, within the three (3) school days next following, request in writing a meeting with the Superintendent. This request must state the nature of the grievance, the Article or the provision of the Agreement allegedly violated, the remedy requested, and the signatures of the aggrieved person(s) and the Association representative. A copy of this request must be forwarded to the Principal. Failure on the part of the aggrieved to comply with these requirements may result in termination of the grievance proceeding. The Superintendent shall, within five (5) school days from the day of the written request for a meeting, schedule said meeting.

**2. LEVEL TWO: MEETING WITH SUPERINTENDENT**

The aggrieved shall discuss the grievance with the Superintendent.

If an immediate disposition of the grievance is not made at this meeting, the Superintendent shall have five (5) school days from the date of this meeting in which to advise the aggrieved of his/her decision. If, at the end of the five school days, the Superintendent has not advised the aggrieved of his/her decision, or, if the Superintendent's decision is not acceptable to the aggrieved, the aggrieved may, within the three (3) school days next following, request in writing a meeting with the School Committee. This request should be addressed to the Chairman of the School Committee, and must state the nature of the grievance the Article or the provision of the Agreement allegedly violated, the remedy requested, and the signature of the aggrieved person(s) and the Association representative.

If the subject matter of the grievance involves any action of the Superintendent or the building principal(s) pursuant to M.G.L. Chapter 71, Sections 71, Sections 38, 40, 41, 42D, 43, 47A, and 59B, and if the grievance has not been disposed of to the satisfaction of the aggrieved party, the Association within ten (10) days after the Level 2 meeting will seek arbitration by giving notice of its intent to the Superintendent.

A copy of this request must be forwarded to the Superintendent. Failure on the part of the aggrieved to comply with these requirements may result in termination of the grievance proceeding. The School Committee shall, within ten (10) school days from the day of receipt of the written request for a meeting, schedule such meeting at a time mutually convenient for all parties concerned.

### 3. LEVEL THREE: MEETING WITH THE SCHOOL COMMITTEE

The aggrieved shall present the grievance to the School Committee only if related to non-personnel actions.

If an immediate disposition of the grievance is not made at this meeting, the Committee shall have ten (10) school days from the day of this meeting in which to advise the aggrieved of its decision. If, at the end of the ten school days, the Committee has not advised the aggrieved of its decision, or, if the Committee's decision is not acceptable to the aggrieved, the aggrieved may, within five (5) school days after a decision by the Committee, or within fifteen (15) school days after he/she has met with the Committee, whichever is sooner, make written request of DESPA to submit his/her grievance to arbitration. If the Association determines that the grievance is meritorious and that it arises from the language of this Agreement or an alleged breach thereof, it may, by written notice to the Committee, submit the grievance to arbitration within fifteen (15) school days after receipt of the request by the aggrieved. Grievances that do not arise from the language in this Agreement, or an alleged breach thereof, will not be arbitrable.

(Explanatory Note: This portion of the Grievance Procedure requires the Association to notify the Committee of its intent to proceed to arbitration within twenty (20) school days of the date the Committee makes known to the aggrieved its Level Three Decision. These 20 days consist of the 5 days within which the aggrieved must request the Association to support his/her request for arbitration plus the 15 days within which the Association must then notify the Committee of its intent to proceed to arbitration. The Committee may not extend or otherwise modify the time limit within which an aggrieved is required to make written request of the Association to submit his/her grievance to arbitration.

Within ten (10) school days after such notice of submission to arbitration, the Committee and the Association will agree upon a mutually acceptable arbitrator and will 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, the party seeking arbitration will initiate proceedings with the American Arbitration Association (AAA) by serving notice, in the form of a "Demand for Arbitration" on the other party, with a copy of said "Demand" forwarded to the AAA, One Center Plaza, 3rd Floor, Boston, MA 02108. (The AAA will supply "Demand" Forms, on request.) The parties will then be bound by the rules of the AAA in the selection of an arbitrator.

### 4. LEVEL FOUR: MEETING WITH ARBITRATOR

The aggrieved shall present his/her grievance to the arbitrator.

The arbitrator so selected will hear the matter and will issue his/her decision not more than thirty (30) days from the date of the close of the hearings. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions on

the issues submitted.

The power of the arbitrator in this instance stems from this Agreement, and his/her function is to interpret and apply this Agreement and to pass upon alleged violations thereof. He/she shall have no power to add to, subtract from, or modify any of the terms of this Agreement, nor shall he/she have any power or authority to make any decision that requires the commission of an act prohibited by law or that is violative of the terms of this Agreement.

The decision of the arbitrator shall be submitted to the Committee and the Association and, subject to law, shall be final and binding upon the Association, the Committee, and the aggrieved, provided that the arbitrators in reaching his/her decision shall not have substituted his/her judgment for that of the Committee or the Association.

The costs for the services of the arbitrator, including expenses, shall be divided equally between the Association and the Committee.

Exchange of Information. Facts, opinions, proposals and counterproposals will be freely exchanged during and between meetings of the Association and the Committee.

## **ARTICLE 8 – EVALUATION**

The evaluation process is intended to be a positive approach to enhance Employer and Employee relationships and is to be used as a tool for both parties to have a clear understanding of the expectations of the job and employee performance. It is not intended to replace or to be used in conjunction with matters of discipline however; an evaluation may be used as support documentation by the principal or Superintendent/designee for disciplinary reasons.

Any changes to the instrument used for evaluations shall be discussed and reviewed with the association.

The evaluation will be an objective analysis of the employee's job performance. Evaluations shall be conducted twice annually and provided to the employee prior to January 30 and prior to June 1. Employees shall have five (5) days to review the evaluations and shall be afforded the opportunity to meet and discuss the contents of the evaluations with the evaluators if requested. A bargaining unit member may submit a rebuttal to be attached to the evaluation form and put in the employee's official personnel file.

## **ARTICLE 9 – HOURS OF WORK**

Employees covered by this Agreement are "academic year (10-month) employees" based upon the work year established by the District. The District shall determine each employee's work year and work schedule and reserves the right to adjust the schedule as needed to serve the best interest of the District. Such academic year employees may work a certain number of days as established by the District. Hourly employees may take on additional assignments during the summer months or before or after school at the rates established by the District for those additional assignments.

Meal Breaks – Employees shall receive a thirty (30) minute, paid meal break when scheduled to work six (6) or more hours in a day. Employees are expected to remain on site during their paid lunch break. If an employee must leave during their meal break, they will not be compensated.

Regular hours for full time and school year unit staff are seven (7) hours per day, inclusive of a paid 30 minute lunch period.

#### **ARTICLE 10 – OVERTIME**

Employees will be paid one and one-half (1 1/2) times their regular hourly rate for hours worked in excess of forty (40) hours per week as required by law.

#### **ARTICLE 11 – WORK YEAR**

Each school year will consist of one hundred eighty (180) student days or as amended by DESE, plus any professional development days pursuant to the DTA contract.

New paraprofessionals and ABAs to the system may be required to report for two (2) additional days immediately preceding the opening of school for the purpose of orientation, training, and professional development provided the paraprofessional and ABA is given at least a two (2) week notice (when feasible).

Mandatory training will be provided to members of DESPA the week preceding the start of the school year for two (2) days. Staff will be informed of the dates and times of these training days prior to June 10 of the preceding year. Staff who are hired mid-year will be provided training as soon as possible.

The following are paid holidays at the employee's daily pay rate. Staff will be paid for each of the holidays below over the course of the year; should a holiday fall outside of a regular workday, staff shall be paid in the closest appropriate pay period.

New Year's Day

Memorial Day

Thanksgiving

Christmas Day

Good Friday (Good Friday only applies if students are not scheduled to be in attendance.)

In the 24-25 School Year and following, Holidays shall also include:

Labor Day (if the contractual school year starts before)

President's Day

Patriot's Day

In the 25-26 School Year and following, Holidays shall also include:

Indigenous Peoples' Day

Christmas Eve  
MLK Day

In the 26-27 School Year and following, Holidays shall also include:

Day After Thanksgiving Day  
New Year's Eve  
Veteran's Day

Prior to the end of each school year, every employee shall be provided a status notice which contains the member's expected step and rate of pay for the next school year and expected assignment for the next school year.

\*Paraprofessionals and ABAs will be informed of the status of their position for the following school year by the end of the current fiscal year. If, over the course of the summer, the Director of Student Support Services or other administrators deem it necessary to change a Paraprofessional or ABA's role (i.e.: different grade, building or 1:1 student), then the course of action under Article 27 - Transfers would go into effect.

## ARTICLE 12 – STAFF SAFETY AND HEALTH

Staff members will immediately report, in writing, to the building Principal/Administrator/Nurse when they are injured in the course of their work, including injuries sustained accidentally or in any cases of alleged assault and/or battery. An injured staff member will also seek appropriate medical attention from the school nurse or other medical professional as soon as possible.

The identification of building representatives will be furnished to the Employer immediately after their designation and the Association will notify the Employer of any changes. Investigations of grievances shall occur outside the school day hours.

A formal structure will be mutually agreed upon at the start of each school year between the building representatives and the building principal for regularly scheduled meetings. If necessary, a monthly meeting will be scheduled between the leadership of DESPA and the Superintendent.

Should an injured staff member require immediate medical attention as a result of being injured at work, beyond what is available by the school nurse, they shall be given immediate release time without any reduction in their pay or their accrued sick time for that day.

The Committee will reimburse a DESPA staff member for the fair market cost to replace or repair any clothing or other personal property damaged or destroyed in the course of their scheduled work day, on District property as a result of an unintended physical act from a student or other incident deriving from the staff member's regular work duties with students. The Superintendent or their designee shall have the authority to reimburse the staff member based on the fair market value of the damaged item. Members must have pre-approval on a fair market value of the item prior to being reimbursed.

The District will provide, in each building, appropriate Personal Protective Equipment (PPE) to staff. Should specific PPE be required, members of DESPA will submit a request in writing to The Director of Special Education and Student Support Services. When such PPE is provided, staff are expected to wear said PPE when working with students in order to reduce the risk of injury.

## ARTICLE 13 – SICK LEAVE

An employee must work at least twenty (20) hours per week to be eligible to earn sick leave benefits. Each unit employee shall accrue fifteen (15) days of sick leave. A sick day will be considered an absence by an employee for his/her regular working shift within a twenty-four (24) hour period. Unused sick leave days may be accumulated from year to year. Employees may accumulate sick leave to a maximum of one hundred fifty (150) days.

The following is to be considered just reason for sick leave:

- A. Personal sickness or injury
- B. Bedside care. (See below.)

1. Bedside care – an employee will be entitled to use up to seven (7) sick days per year in the event of an illness or injury requiring bedside care for members of the employee's family, which is defined to be a (step) father, mother, sister, brother, husband, wife, father-in-law, mother-in-law, daughter, son, or other individual whose primary residence is the employee's home. The Superintendent may, at his/her discretion, grant additional leave under extenuating circumstances. For the purpose of this Article, the following are examples of, but not limited to, such extenuating circumstances:
  - a. Hospitalization of a member of the family, as defined immediately above
  - b. Terminal Illness
  - c. Extended bedside care not requiring hospitalization
  - d. Chemotherapy/radiation treatments
  - e. Kidney dialysis

After three (3) consecutive days, a doctor's certificate may be required and shall be filed with the Superintendent or his/her designee. If the employee's absence from duty recurs frequently or habitually, and when in the judgment of the Superintendent there appears to be reasonable cause, a medical certification from a physician shall be required. For any absences of more than ten (10) consecutive days a doctor's certificate shall be required indicating that the employee is permitted to return to full duty.

To be eligible to use paid sick leave, an employee must report the illness or injury to their immediate supervisor as soon as is reasonably possible, but in no event less than one (1) hour prior

to such employee's scheduled reporting time on the first day of absence (unless prevented from doing so for reasons of emergency) and shall also notify the immediate supervisor not later than the evening before the day in which the employee intends to return in the case of extended absence. Notification may be made through the Employer's automated substitute calling system.

Notification of an employee's accumulated sick days shall be made by submitting a request to the business office.

#### **ARTICLE 14 – SICK LEAVE BANK (SLB)**

**Sick Leave Bank (SLB):** The School District agrees to the establishment of Sick Leave Bank (SLB) for the purpose of aiding seriously ill members of DESPA who have exhausted their accumulated sick leave allowance. The SLB will be established in compliance with the following provisions:

- A. The SLB shall be organized by DESPA. The SLB Committee will have at least three (3) appointed members.
- B. Participation in the SLB will be voluntary. All unit members will be automatically enrolled in the Sick Leave Bank upon the first day of their second year of work unless they indicate in writing that they are declining membership by October 1 of their second year of work.
- C. Donations to the SLB will be limited to one (1) sick leave day per unit member per school year except that members of DESPA may donate, per their discretion, up to ten (10) days each for the 2024-2025 school year only. First year donations shall be declared in writing within 30 days of the ratification of the CBA.
- D. All SLB members shall have one (1) automatically deducted from their sick leave in the first pay period following November 1 of each year as long as they have at least six (6) days of their own.
- E. A unit member who donates a sick leave day to the SLB will have such day irrevocably deducted from their personal accumulated sick leave, and may make no further use of this day, for any purpose, except as authorized under the provisions of the SLB.
- F. Use of sick leave days from the SLB will be accounted for by the Administration in the same manner as is use of individual sick leave, except that a withdrawal of sick leave days from the SLB will be made only when authorized in writing by the President or DESPA Sick Bank Committee. Such authorization for withdrawal must state the number of days and the name of the member of DESPA to whom the days are to be credited.
- G. No member of DESPA can draw more than 185 days for any one illness, inclusive of all accumulated sick leave days the member has at the time of SLB application. Stated differently, the member must use all accumulated sick leave time first, then may request SLB days for a total of 185 days. The member's accumulated sick leave days count towards the overall 185 days allowed for any one illness.

- H. The total accumulated sick leave in the bank shall not exceed 370 days at any one time. In the event that an annual contribution would cause the number of days to exceed 370, then no such contribution will be made.
- I. In the event that the number of days in the SLB should fall below 50, then an additional contribution may be made by Sick Leave Bank members up to a maximum of 370 days.
- J. Any members of the SLB may request days from the Sick Leave Bank by making their request to the Sick Leave Bank Committee. The SLB Committee may require medical documentation from the individual seeking to use SLB time. The SLB Committee may verify and inspect the medical documentation. This documentation shall be kept confidential.
- K. The SLB Committee or the employer may require a second opinion from an Independent Medical Examiner. The cost of the independent medical examination will be borne by who requests it.
- L. The decision of the SLB Committee with respect to eligibility and entitlement shall be final and binding and not subject to appeal except for reconsideration by the Board itself.

## ARTICLE 15 – PERSONAL LEAVE

An employee must work at least twenty (20) hours per week to be eligible to receive personal leave time benefit. All eligible employees will be entitled to three (3) personal days per year. A “day” is defined as the Employee’s daily prorated day. A personal day will be considered as a day off with pay by an employee, for their regular working shift within a twenty four (24) hour period. Members will receive personal days as follows: one personal day (1) effective October 1 and two (2) additional personal days effective January 1 of each school year.

No more than two (2) personal days can be taken at a time and personal days cannot be taken in conjunction with holidays or vacations or first or last week of any school year with exceptions only at the discretion of and with prior written approval of the Superintendent. A five (5) day minimum prior notice is required to use personal time unless it is an emergency. Personal leave days may only be taken in full day increments. There shall be no carry over of personal days.

No more than two (2) bargaining unit members per building may be granted personal leave days for any one (1) day. Exceptions to the restrictions set forth in this paragraph may be allowed only in emergency situations at the sole discretion and with written approval of the Superintendent or their designee.

Members of DESPA, who do not use a sick day in a one month (first day of the month through the last day of the month) period, will earn 0.5 Paid Time Off (PTO) days a month to only be used when school is not in session. These days do not carry over and cannot be used after the last day of school. Members of DESPA will only be able to accrue a total of four (4) PTO days a year. Personal days and professional development days will not count against members of DESPA.

## **ARTICLE 16 – JURY LEAVE**

Paraprofessionals (DESPA) serving on jury duty will be reimbursed the difference between their per diem salary and the State jury duty payment. Appropriate paperwork verifying jury duty participation must be filed by the employee with the business office. If a paraprofessional is required to appear in a court of law under subpoena due to a legal matter related to their position then the paraprofessional will be paid at their hourly rate for the time spent in court.

## **ARTICLE 17 – BEREAVEMENT LEAVE**

In the event of a death of a member's spouse or child, a DESPA member shall be allowed a maximum of five (5) days with full pay, if these five days would normally have been teaching days, and if they immediately follow the death of the spouse or child concerned.

In the event of a death of a member's mother, father, brother, sister, mother-in-law, father-in-law, or other person residing in the same household as the member, a member shall be allowed a maximum of five (5) consecutive work days with full pay, if these five days immediately follow the death of the person concerned. Additional bereavement days may be granted at the discretion of the Superintendent.

For other relatives (defined as grandparents, uncles, aunts, first cousins, nieces, nephews, grandchildren, sister-in-law, and brother-in-law), the member shall be allowed a maximum of three (3) consecutive work days with full pay, if these three days immediately follow the death of the person concerned. Additional bereavement days may be granted at the discretion of the Superintendent.

## **ARTICLE 18 – OTHER LEAVES OF ABSENCE**

Section 1 – Other Leaves of Absence. Upon written request with at least 2 weeks advance notice, a leave of absence without pay may be granted by the (Superintendent).

Section 2 – Maternity Leave. All full-time employees are eligible for maternity leave in accordance with Section 105D of Chapter 149 of the General Laws of the Commonwealth of Massachusetts. A leave request should be processed through the Superintendent's office of the employee's immediate supervisor and copied to the Director of Finance and Operations at least two (2) weeks prior to the anticipated date of departure along with the employee's notice of intent to return. Paraprofessionals may apply up to eight (8) weeks of accrued sick leave for maternity leave. Such leave to commence on the day following the day of birth of the child. Unpaid family leave for the birth or adoption of a child shall be granted according to applicable federal and state laws governing such leave.

Section 3 – Military Leave. Employees called to active military service will be granted leave in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA).

Section 4 – Family and Medical Leave Act. The District shall provide Family and Medical leave in accordance with the Family and Medical Leave Act of 1993 (FMLA).

Section 5 – Small Necessities Leave Act. The District shall provide leave in accordance with the Massachusetts Small Necessities Leave Act, M.G.L. c.149, §52D (SNLA).

Section 6 - Parental Leave Act of 2015. The District will comply with the Parental Leave Act of 2015.

## **ARTICLE 19 – BUILDING REPRESENTATIVES**

The identification of building representatives will be furnished to the Employer immediately after their designation and the Association will notify the Employer of any changes. Investigations of grievances shall occur outside the school day hours.

A formal structure will be mutually agreed upon at the start of each school year between the building representatives and the building principal for regularly scheduled meetings. If necessary, a monthly meeting will be scheduled between the leadership of DESPA and the Superintendent.

The Union President and duly elected representatives will be granted up to one (1) day of paid leave per year to attend meetings of the Massachusetts Teachers Association.

## **ARTICLE 20 – LAYOFF AND RECALL**

The Superintendent may lay off an employee for lack of work or lack of funds.

An employee who is to be laid off for lack of work or lack of funds shall receive a written notice of layoff not less than fifteen (15) calendar days prior to the effective date of the layoff.

Employees shall be laid off in inverse order of seniority within their job title (by building and program), with the least senior employee being laid off first.

An employee who has been laid off shall be entitled to recall for a period of twelve (12) months from the effective date of the layoff. Employees shall be recalled in reverse order of layoff, provided an employee who is being recalled is determined by the Superintendent to be qualified to do the work of the position to which he would be recalled.

An employee shall be notified in writing of an opportunity for recall. Such employee shall notify the Superintendent no later than ten (10) calendar days after the date of such notice if he wished to be reinstated. If he/she fails to respond within the ten (10) calendar day period, he/she shall forfeit his/her recall rights under this article.

It is the responsibility of the Superintendent to notify the Association of an impending reduction of force within fifteen (15) calendar days, if feasible, in order to schedule a meeting with the Association to discuss the impact of the layoff on the affected employees.

## **ARTICLE 21 – NON-DISCRIMINATION**

Section 1 – Non-Discrimination. The District will not discriminate against employees because of

sex, sexual orientation, age, race, color, religion, handicap, national origin, or genetic information or any other legally-protected classification as defined by law.

Section 2 – Equal Opportunity Employment. The District is committed to providing equal employment opportunities to otherwise qualified individuals with disabilities, which includes providing reasonable accommodations. In general, it is your responsibility to notify your immediate supervisor and/or the Director of Finance and Operations of the need for an accommodation. Your supervisor or the Director of Finance and Operations may ask you for input on the type of accommodation you believe may be necessary or the functional limitations caused by your disability. Also, when appropriate, the District may require additional information from your physician or other medical provider.

Matters relating to reasonable accommodations are not subject to the Grievance Procedure.

Section 3 – Harassment-Free Workplace. It is the District's policy to prohibit sexual harassment and harassment based on the protected-class status (i.e., legally protected classifications such as race, color, etc.) of any employee by another employee, official, contractor or vendor. The purpose of this policy is to ensure that no employee is subjected to harassment of any kind in the workplace. Such harassment of an employee will not be tolerated. There will be no adverse investigation of such violations. Retaliation of any kind is also prohibited.

## ARTICLE 22 – WAGES

The wage schedule appears in Appendix A of this agreement.

Unit members shall notify the Superintendent's Office in writing by January 1 of the preceding year if they anticipate earning an Associates, Bachelor's/Masters Degree by the start of the next school year. For the 2024-2025 school year, staff shall inform the Superintendent's Office no later than October 1, 2024. In order to be considered for an Associates, Bachelors, or Masters Degree, DESPA members must submit an official transcript from a fully accredited college or university, by the beginning of the next school year.

Longevity. All employees covered by this agreement who continue to be employed by the School District will be eligible for a longevity payment that will be paid at the beginning of the following year in which a person completes the following continuous years of service. The first installment will be paid in the first pay period in November and the second installment will be paid in the first pay period in March.

10 years:	\$250
15 years:	\$450
20 years:	\$800
25 years:	\$1150

Time Increments. Employees will be paid in one-quarter (1/4) hour increments or in such shorter time increments if the District so determines. Employees must sign in upon each arrival and sign out upon each departure from the building to document hours worked.

For school delays or early release days called for inclement weather or other extraordinary circumstances, employees may be released from their duties without loss of pay at the discretion of the Superintendent.

If a unit member of DESPA is directed by a member of administration to cover/substitute for a teacher, and they cover for 50 minutes or more per day, they will be compensated an additional \$5.71 per hour in addition to their regular hourly rate. In the 2025-2026 year, this rate will increase to \$8 per hour. In the 2026-2027 year, this rate will increase to \$10 per hour.

Unit members shall have access to stipend positions which are contained in the Douglas Teachers' Association Contract, Appendix C, at equivalent rates of pay. Per the discretion of the building principal, so long as it does not impact service delivery of students, the Athletic Director may receive up to two (2) hours of release time per week without loss of hourly pay.

#### **ARTICLE 23 - SPECIAL EDUCATION BUS TRANSPORTATION DUTIES**

When the District is in need of personnel to do bus duty for required, regular morning and afternoon special education student bus transportation runs, Special Education Paraprofessionals and ABAs may sign up to cover this duty for any shifts that may be otherwise without staffing. Any Paraprofessional or ABA who is appointed to this duty will be paid for actual time worked at their current hourly rate. The District will, at its discretion and depending on need, provide available duty slots for appropriate staff to sign up for available bus duties. Available times and duties may change throughout the year.

#### **ARTICLE 24 – SUMMER PROGRAM**

The District shall not fill any paraprofessional or ABA summer positions from outside of the unit prior to going through the list of qualified and certified applicants from within the unit.

#### **ARTICLE 25 – PERSONNEL FILE**

Employee Files. If material derogatory or commendatory regarding an employee's conduct and/or performance is placed in the personnel file, the employee shall be provided a copy of such material. Employees will have an opportunity to provide a written response to any document placed in their personnel file by the District. Employees will receive a copy of their file if requested.

#### **ARTICLE 26 – MILEAGE REIMBURSEMENT**

A member of DESPA will be eligible for mileage reimbursement as per the district's policy (i.e. conferences, workshops, meetings, home visits). A member of DESPA filing for mileage will be required to complete the District mileage reimbursement form and will be reimbursed at the IRS Standard Mileage Rate.

#### **ARTICLE 27 – TRANSFERS**

To the extent possible, members of DESPA will be given 5 calendar days notice if they are to be moved from one building to another. The paraprofessional or ABA will be given the opportunity to meet with the Director of Student Support Services and/or building principal and the SPED teacher they will be working under to discuss the expectations/pertinent information about the student(s) before starting in the new role.

## ARTICLE 28 – SCOPE OF AGREEMENT

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to the law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but other provisions or applications will continue in full force and effect.

This Agreement includes all agreements reached by the parties hereto respecting matters pertaining to the wages, hours and other conditions of employment of employees which either the Committee or the Association proposed as the subject of negotiations.

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

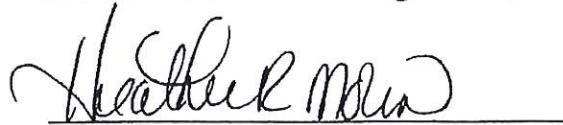
This Agreement shall not be modified in whole or in part by the parties except by instrument in writing duly executed by both parties.

## ARTICLE 29 – DURATION

This Agreement shall extend from August 30, 2024 to August 29, 2027 and shall continue in force and effect thereafter while the parties are negotiating toward a new Agreement. Either party may initiate bargaining for a successor agreement via notice during the final year of the agreement.

This Agreement has been duly executed by authorized representatives of the Douglas School Committee and by the Douglas Educational Support Professional Association.

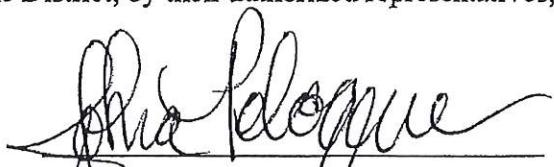
IN WITNESS WHEREOF, the Association and the District, by their authorized representatives, have set their hands to this Agreement:



Heather Mow

Douglas School Committee

Dated: 10/31/2024



John Deague

Douglas Educational Support Professional Association

Dated: 10/31/24

## APPENDIX A

Paraprofessional Non Degree				
		N/A	COLA 2.5%	COLA 2.5%
Step	FY24	FY25	FY26	FY27
1	\$15.20	\$16.75	\$17.17	\$17.60
2	\$15.50	\$17.13	\$17.56	\$17.99
3	\$15.85	\$18.01	\$18.46	\$18.92
4	\$16.32	\$18.41	\$18.87	\$19.34
New Step 5		\$19.31	\$19.79	\$20.29
Super Step (10+)		\$19.95	\$20.45	\$20.96

Step 1 start at \$16.75 2.25% increase 1 to 2 COLA 2.5 Adj Rate Steps 3-6 for FY25	1.0225 1.025
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Paraprofessional Associates Degree (New)				
			COLA 2.5%	COLA 2.5%
Step	FY24 N/A	FY25	FY26	FY27
1	x	\$17.75	\$18.19	\$18.65
2	x	\$18.15	\$18.60	\$19.07
3	x	\$19.06	\$19.54	\$20.02
4	x	\$19.48	\$19.97	\$20.47
New Step 5		\$20.40	\$20.91	\$21.43
Super Step (10+)		\$21.08	\$21.61	\$22.15

Step 1 start at \$17.75 2.25% increase 1 to 2 COLA 2.5 Adj Rate Steps 3-6 for FY25	1.0225 1.025
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Paraprofessional Bachelors/Master Degree				
			COLA 2.5%	COLA 2.5%
Step	FY24	FY25	FY26	FY27
1	\$16.48	\$18.75	\$19.22	\$19.70
2	\$17.00	\$19.17	\$19.65	\$20.14
3	\$17.91	\$20.10	\$20.60	\$21.12
4	\$18.03	\$20.54	\$21.05	\$21.58
New Step 5		\$21.50	\$22.04	\$22.59
Super Step (10+)		\$22.21	\$22.77	\$23.33

Step 1 start at \$18.75	
2.25% increase 1 to 2	1.0225
COLA 2.5	1.025
Adj Rate Steps 3-6 for FY25	

ABA Non Degree				
		N/A	COLA 2.5%	COLA 2.5%
Step	FY24	FY25	FY26	FY27
1	\$17.51	\$19.50	\$19.99	\$20.49
2	\$17.86	\$19.94	\$20.44	\$21.00
3	\$19.30	\$20.89	\$21.41	\$21.95
4	\$20.09	\$21.35	\$21.88	\$22.43
New Step 5		\$22.32	\$22.88	\$23.45
Super Step (10+)		\$23.06	\$23.64	\$24.23

Step 1 start at \$19.50	
2.25% increase 1 to 2	1.0225
COLA 2.5	1.025
Adj Rate Steps 3-6 for FY25	

ABA Associates (New)				
			COLA 2.5%	COLA 2.5%
Step	FY 24 N/A	FY25	FY26	FY27
1	x	\$23.25	\$23.83	\$24.43
2	x	\$23.77	\$24.37	\$24.98
3	x	\$24.81	\$25.43	\$26.07
4	x	\$25.35	\$25.98	\$26.63
New Step 5		\$26.41	\$27.07	\$27.75
Super Step (10+)		\$27.30	\$27.98	\$28.68

Step 1 start at \$23.25	
2.25% increase 1 to 2	1.0225
COLA 2.5	1.025
Adj Rate Steps 3-6 for FY25	

ABA-Bachelors/Masters				
			COLA 2.5%	COLA 2.5%
Step	FY24	FY25	FY26	FY27
1	\$21.63	\$24.25	\$24.86	\$25.48
2	\$22.07	\$24.80	\$25.42	\$26.05
3	\$23.59	\$25.85	\$26.50	\$27.16
4	\$24.73	\$26.42	\$27.08	\$27.76
New Step 5		\$27.51	\$28.20	\$28.90
Super Step (10+)		\$28.44	\$29.15	\$29.88

Step 1 start at \$24.25	
2.25% increase 1 to 2	1.0225
COLA 2.5	1.025
Adj Rate Steps 3-6 for FY25	