

AGREEMENT

Between

The Groton-Dunstable Regional School Committee and

The Groton-Dunstable Educators' Association – Unit D

July 1, 2020 through June 30, 2021

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Article I - Recognition Clause

Pursuant to the provisions of Chapter 150-E of the Massachusetts General Laws, the Groton-Dunstable Regional School Committee, hereinafter referred to as the "Committee" or the "Employer" recognizes the Groton-Dunstable Educators' Association/Unit D/Massachusetts Teachers Association/National Education Association, hereinafter referred to as the "Association" as the exclusive bargaining agent and representative of the following unit as defined by the Massachusetts Labor Relations Commission, Case No. MCR-4384, as follows:

All full-time and regular part-time educational support paraprofessionals, including para-educators, library specialists, computer specialists, ABA para-educators, personal care assistants and health services assistants employed by the Groton-Dunstable Regional School Committee, but excluding all managerial, confidential, seasonal and casual employees, and all other employees of the Groton-Dunstable Regional School Committee.

Article II - Rights of Committee

The Committee is a public body established under, and with the powers provided by the statutes of the Commonwealth of Massachusetts. As the elected representative of the citizens of Groton and Dunstable charged with the responsibility for the quality of education and the efficient and economical operation of the Groton-Dunstable Regional School System, it is acknowledged that the Committee has the final responsibility for establishing education policies of the Public Schools of Groton and Dunstable.

Nothing in this Agreement shall be deemed to derogate or impair the powers and responsibilities of the Committee under the statutes of the Commonwealth or the rules and regulations of any agencies of the Commonwealth. Except as expressly modified herein, said rights and powers include, but in no way are construed as limited to, the subjects mentioned in the table of contents of this Agreement.

As to every matter not expressly covered by this Agreement and except as directly modified by a specific provision of this Agreement, the Committee retains exclusively to itself all rights and powers that it has or may hereafter be granted by law and may exercise the same at its discretion, without such exercise being made the subject of a grievance, arbitration proceeding or unfair labor practice.

Article III - Benefits

Members of the bargaining unit shall be afforded the same benefits as those employees in Unit A regarding health, dental, and life insurance, 403B (tax-sheltered annuities) and credit union.

Article IV - Grievances

Section 1 – For the purposes of this Agreement, a grievance shall be defined as:

Any complaint by an employee of the bargaining unit covered by this Agreement that (1) the employee has been subject to a violation, inequitable application or misinterpretation of a specific provision of this Agreement or (2) the employee has been subjected to an unfair discriminatory act contrary to established policy and practice.

Section 2 – The purpose of this procedure is to secure at the lowest possible administrative level, equitable solutions to the problems affecting the welfare or working conditions of the employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.

Section 3 – Nothing contained herein shall be construed as limiting the rights of any employee having a complaint to discuss the matter informally with any appropriate member of the administration and to have the problem adjusted without the intervention of the Association.

Section 4 – Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum. The time limits specified may be extended only by mutual agreement of the respective parties or their representatives.

Section 5 – If at the end of ten (10) working days following the incident giving rise to the grievance (or when the employee should reasonably have had knowledge of such incident), the grievance shall not have been properly presented at Level One, the grievance shall have been deemed to have been waived, and shall not be eligible for further processing.

Section 6 – Subject to the foregoing, all grievances must, in all cases, be processed in accordance with the steps, time limits and conditions herein set forth:

Level One: An employee with a grievance shall present it in writing to the immediate supervisor, either directly or through the Association, within ten (10) working days following the incident giving rise to the grievance or when the employee should reasonably have had knowledge of such occurrence.

Level Two: If the grievance is not resolved to the satisfaction of the grievant or the Association within ten (10) working days after submission at Level One, the grievant or the Association may present the grievance in writing to the Superintendent within ten (10) days thereafter. The Superintendent or his/her designee and the employee, and if the employee so elects, representation from the Association, shall meet to discuss the grievance within ten (10) working days after receipt of the written grievance. The Superintendent shall give his/her written response to the grievance within ten (10) working days following conclusion of the meeting. Notification will be given to the School Committee of such grievance.

Level Three: In the event that the grievance shall not have been satisfactorily disposed of at Level Two, or in the event that no decision has been rendered within ten (10) working days after the meeting at the previous level, the Association may appeal the grievance in writing to arbitration by written notice to the Committee or Superintendent of such intention to appeal within ten (10) working days of the disposition at the previous level. This appeal to arbitration shall be in accordance with the provisions of the Arbitration Clause of this Contract.

Article V - Arbitration

Section 1 – In the event that either party elects to submit a grievance to arbitration, the arbitrator shall be selected according to and shall be governed by the following procedures:

The arbitrator is to be mutually selected by the Committee and the Association. If the committee and the Association cannot agree within seven (7) working days after written notice of intention to arbitrate has been received by either party, then the party demanding arbitration shall within five (5) working days, thereafter, upon written notice to the other, request the American Arbitration Association to provide a panel of arbitrators, said arbitrator then to be selected under the provisions of the Voluntary Labor Arbitration Rules.

Section 2 – Each party shall bear the expense of its representatives, participants, and witnesses and for the preparation and representation of its own case. The fees and expenses of the arbitrator and the American Arbitration Association shall be shared equally by the parties. In no event shall any present or future member of the Committee have any personal obligation for any payment under any provision of this Agreement.

Section 3 – The arbitrator shall hold hearings promptly and, unless the time shall be extended by mutual agreement, shall issue his/her award not later the thirty (30) days from the date of the closing of the hearings or, if oral hearings have been waived, from the date of submission to the arbitrator of the final statements and briefs. The arbitrator's award shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions. The arbitrator shall be without power or authority to make any award that requires the commission of an act prohibited by law or which is inconsistent with any provision of this Contract or with the Rules and Regulations of the Groton-Dunstable Regional School Committee. The award of the arbitrator shall be presented to the School Committee and the Association and, subject to law, shall be final and binding upon the School Committee, the Association and the aggrieved bargaining unit member.

Section 4 – The arbitrator shall be bound by the procedure set forth in the voluntary Labor Arbitration Rules as now in effect or thereafter established by the American Arbitration Association. The arbitrator shall arrive at his/her decision solely upon the facts, evidence and contentions as presented by the parties through the arbitration proceedings. The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement, and in reaching his/her decision shall interpret this Agreement in accordance with the commonly accepted meaning to the words herein and the principle that there are no

restrictions intended upon the rights and authority of the Committee other than those expressly set forth herein. Subject to the foregoing, the decision of the arbitrator shall be final and binding upon the parties.

Section 5 – Notwithstanding anything to the contrary, no dispute or controversy shall be the subject for arbitration unless it involves the interpretation or application of a specific provision of this Agreement. The parties may, by mutual agreement, submit more than one pending grievance to the same arbitrator.

Article VI - Seniority Definition

Section 1 – For the purposes of this Agreement, seniority is to be defined as an employee's length of continuous service in years, months, and days from the date an employee begins employment in Unit D within the Groton-Dunstable Regional School District. The following qualifications will apply: Employment seniority will be defined as a work year which consists of 20 or more hours of employment per week. A one-half (1/2) year of employment seniority will be defined as a work year consisting of fewer than 20 hours of employment per week. In instances where the work schedule of a bargaining unit member is modified in the course of an employment year, an average of the hours worked per week for that employment year will be used in determining the seniority value of that employment year, an average of 20 or more employment hours per week will be equal to one (1) full year of seniority and an average of fewer than 20 employment hours per week will be equal to one-half (1/2) year of employment seniority. Unpaid leaves of absence will not be applicable in determining a bargaining unit member's employment seniority.

Section 2 – With the approval of the appropriate administrators, bargaining unit members may transfer to other work sites within the Groton-Dunstable School District with no loss of pay.

Section 3 – A list specifying the seniority of each member of the bargaining unit shall be prepared by the Committee and forwarded to the President of the Association and to the Unit D Chairperson no later than November 1st of each contract year. Any list submitted by the Committee will become final at the end of thirty (30) days following the submission to the Association, and will not thereafter be subject to grievance or arbitration.

Section 4 – In the event that a member of Unit D is involuntarily transferred, they will retain all seniority accrued to date.

Article VII - Reduction In Force

When a reduction in para-educators occurs, the following procedures and criteria will be employed in determining which members of the bargaining unit will be laid off.

- A. If it becomes necessary to lay off a Unit D employee, nonpermanent employees will be issued non-rehire notices prior to any permanent full or part-time para-educator

layoff. A para-educator will be considered nonpermanent prior to the completion of three (3) full years as a Unit D employee. Layoff of para-educators who have been employed in Unit D for three (3) years or more will be determined solely by seniority. When two (2) employees have identical seniority, professional performance based upon written evaluations will be considered. Seniority for the purpose of this article is defined in Article VI of this Agreement.

- B. In the event that a position in the unit member's classification at another job site within the District becomes vacant due to such factors as resignation, death or retirement, a RIF'ed employee from within the District who is qualified to fill the position will be given preference over other applicants seeking the position.
- C. In instances where two bargaining unit members with equal seniority are attempting to exercise bumping rights to fill the position of a less senior employee, the appropriate administrator or building principal at that work site will make the final determination as to which of the two senior employees will be retained to fill the position in question. In doing so, due consideration and weight will be given to such factors as job performance and professional improvement.
- D. Unit members who have been RIF'ed will be entitled to recall to vacancies in their former classification for a period of one full year from the effective date of their layoff. Recall will be in the inverse order of layoff. An employee who is recalled by the District will be recalled with all benefits he/she had accumulated at the time of his/her layoff, i.e. accrued sick leave, step placement, etc. Said layoff will not break the continuity of service but time spent on said layoff will not count for credible service toward seniority.
- E. Recall notices will be sent to RIF'ed unit members by registered, return receipt. Such notices will be sent to their last address of record, with copies being sent to the Association. A recalled unit member shall have seven (7) days after receipt of the recall notice to accept that position. If the unit member either rejects the recall offer or fails to respond to the recall notice, the unit member's name shall be removed from the recall list and the position shall be offered to the next person, if any, on the recall roster.
- F. Unit members affected by a reduction in force shall be notified at least thirty (30) days in advance of the effective date of their reduction.

Article VIII - Evaluation

Section 1 – A formal evaluation of a unit member will be conducted once annually, by the immediate supervisor (minimum supervisor/director licensure), prior to March 1. If five (5) or more criteria receive a rating of “needs improvement” and/or “unsatisfactory” a plan of improvement will be implemented and the unit member will receive said plan within five (5) days of receipt of his/her evaluation. A second evaluation will be completed by May 30. In the event the second evaluation determines that a plan of improvement is still needed, one will be in place for the next school year and the above process will be repeated. If at the end of the second school year, said employee receives an unsatisfactory evaluation (see above),

said employee may be dismissed for cause.

Section 2 – Between November 1 and March 1, a unit member will be evaluated through the use of multiple, informal, unannounced walk-throughs in his/her environment. All formal monitoring or observation of the work performance of a unit member will be conducted openly and with full knowledge. Classroom teachers/special education teachers who work directly with a unit member may be encouraged to provide additional written feedback. If at any time it is apparent that a unit member is in need of remediation, constructive feedback will be provided within (2) two working days from when observed.

Section 3 – The evaluator will complete the standard evaluation form (Appendix B) and provide a copy of the evaluation to the unit member no later than March 1. Within five (5) school days, the unit member will have the opportunity to meet with his/her evaluator

Article IX - Job Descriptions

Each member of the Unit will be informed who his/her immediate supervisor is (for the purpose of evaluation and reporting) during the first week of school. Employees, upon request, will receive a job description within a reasonable time.

Article X - Sick Leave

Section 1 – Sick leave with pay shall be granted only in cases of the employee's own incapacitation due to sickness or injury, or that of their domestic partner or other family members who are dependent upon the employee for care.

Section 2 – Bargaining unit members who work twenty (20) hours or more per week will earn sick leave at the rate of one and one-half (1 ½) days per month for each month of employment, for a total of fifteen (15) days per contract year. Sick leave will accumulate up to one hundred ninety (190) days. A bargaining unit member who has accumulated one hundred ninety (190) days will access his/her annual allotment prior to depleting his/her accumulated sick leave.

Section 3 – Upon retirement or death, an employee with a minimum of fifteen (15) years of service in the Groton-Dunstable Regional School System will be paid for accumulated unused sick leave at the rate of twenty-five dollars (\$25) per day up to a maximum of one hundred twenty (120) days. Employees will notify the Superintendent by January 1st of the school year in which they intend to retire to receive a lump sum payment on or about July 1, following that school year. In the event this notice is not given by January 1, said compensation will be paid the following year on or about July 1.

Section 4 – Absences for a period in excess of five (5) days duration may require a doctor's certificate upon request by the Superintendent. Abuse of sick leave will be treated as an individual disciplinary action by the Superintendent.

Article XI - Personal Leave

Section 1 – It is recognized by both parties to this Agreement that absences by bargaining unit members directly impacts educational programs and goals and should, therefore, be minimized. In each school year, however, up to three (3) days may be utilized by bargaining unit members (20 hours or more) for imperative personal business or legal obligations, which could not be effectively conducted out of school hours. Also, up to two (2) additional days may be allowed for bargaining unit members without loss of pay for the observance of religious days falling within the regular work week but not included in the school calendar.

Section 2 – Notice by the employee of the intention to utilize personal leave must be submitted online through the absence management system, normally forty-eight (48) hours before such a leave is to occur. Personal leave will not be granted on the day or successive days immediately preceding or following a holiday or vacation period or on a Monday or a Friday separated from a holiday or vacation period by a weekend. Exceptions may be made in emergencies but the employee must bring the need for such an exception to the Superintendent prior to making such a request, whenever possible. If the Administration believes the purpose of the leave to be inappropriate, paid leave may be declined. The matter, however, may be pursued via the grievance and arbitration procedures, if the employee so chooses.

Article XII - Bereavement Leave

Employees covered by this contract shall be allowed up to five (5) days of leave, without loss of pay, in the case of death in the immediate family and one (1) day in the case of death in the extended family. The term "immediate family" to mean the employee's spouse, domestic partner (see addendum I), child, grandchild, father, mother, sister, brother, father-in-law, mother-in-law, or relative living in the employee's household. The term "extended family" will mean any other relative or friend. These provisions shall be administered in the light of their purpose, which is to provide opportunity when needed, to enable an employee to attend the funeral or to attend to family or personal matters arising as a result of the death, and shall not be charged against sick leave or personal leave.

Article XIII - Travel

Employees covered by this Agreement who are assigned to more than one school in any one school day will receive the per mile rate established by the Internal Revenue Service for all inter-school driving done by said employee, subject to such regulations as may be issued by the School District Administration concerning the submission of vouchers.

Article XIV - Work Day/Work Year/Holidays

Section 1 – All members of the bargaining unit will start the school year on the same day as

teachers, designated by the annual school calendar in exchange for the full curriculum day.

Section 2 – All scheduled non-holiday related half-days will be full workdays for Library Specialists, Computer Specialists and ABA Assistants. Para-educators and Health Services Assistants will not be compensated after student dismissal. Para-educators at Boutwell will be compensated for a full day on all District full days despite student dismissal. Employees will be compensated for three and one-half (3.5) hours on a half day.

Half days on the day before Thanksgiving and the last day of school will be compensated as full days and para-educators will leave with the students.

Section 3 – A one-half (1/2) hour paid lunch break will be made available to all bargaining unit members who work more than four (4) consecutive hours during the work day.

Section 4 – Members of the bargaining unit will receive seven (7) paid holidays (Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, day after Thanksgiving Day, New Year's Day, Memorial Day) , to be paid in their regular paychecks throughout the year.

Section 5 – All summer positions will be posted and any member of Unit D may apply. Preference will be given to Unit D employees prior to considering outside applicants.

New Section 6 – Para-educators will not be asked to provide substitute coverage for more than sixty (60) minutes per day.

Article XV - Delayed Openings

When weather or other conditions on a given day require a delayed opening of school, members of the bargaining unit will be compensated in the dollar amount that would apply to them if such a delay had not occurred. Similarly, if school is dismissed early because of an unexpected emergency due to weather or other conditions or events, bargaining unit members will not be subject to any loss of compensation.

Article XVI - Additional Compensation

Section 1 – Members of the bargaining unit who are required to work or attend activities/meetings outside of the normal workday will be compensated at their normal hourly rate.

Section 2 – Members of the bargaining unit who cover for students needing assistance during activities outside the normal workday will be compensated at their normal hourly rate.

Section 3 - Members of the bargaining unit who are called upon to be a substitute teacher for a full-day will be paid the substitute rate of pay or their regular pay, whichever is higher.

Members of the bargaining unit who are required to work or attend activities outside of the normal workday will be compensated at their normal hourly rate.

Article XVII - Wage Scale/Step Advancement/Career Incentive

Section 1 - A new employee shall normally be hired at the minimum of the rate range of the job for which he/she is hired. However, the Superintendent may, at his/her discretion, initially place a new employee at a higher step of the salary schedule if the employee has had experience in a comparable position providing said employee is placed no higher than step 2.

Section 2 – Advancement through the wage scale shall be automatic on an annual basis, upon receipt of a satisfactory job performance evaluation as defined in Article VIII. An individual previously hired as a Para-educator who assumes the role of ABA Assistant, Personal Care Assistant or Library Assistant, will receive a differential as outlined below. Newly hired ABA Assistants, Personal Care Assistants, or Library Assistants will be placed on the salary schedule no higher than step 2; and the following differentials will apply:

Personal Care Assistant - \$2.00/hour

Library Assistant (hired after July 1, 2018) - \$2.25/hour

ABA Assistants - \$4.00/hour

- A. Any bargaining unit member who is on the payroll by February 1st of any contract year will be eligible to advance to the next step of the wage scale at the beginning of each subsequent school year. Anyone hired after February 1 of any year will not be credited with a full year of service. These employees will not advance on the pay scale the following school year.
- B. All individuals covered by this Agreement will be paid in accordance with the wage scales included within the provisions of the Agreement. This includes those individuals whose wages are funded by any source other than local tax levy.
- C. The annual salary will be divided into twenty-one (21) or twenty-six (26) equal payments according to the request of individual employees. Unless the employee notifies the Treasurer of the Groton-Dunstable Regional School District by August 31, of the twenty-one (21) payment selection of payment, the twenty-six (26) payment method will be assumed, in which case the last payment in June shall be a lump sum payment consisting of the balance due on the contract for the current year through June 30.
- D. In the case of where an error occurs in the calculation of the payroll, the effected employee may request and receive payment within one (1) business day.

Section 3 – Effective July 1, 2015, the career incentive schedule included below will be applied in accordance with the provisions included therein.

- A. Upon completion of 10 years of service to the Groton-Dunstable School District, bargaining unit members will be eligible to receive a career incentive in the amount of \$500. This sum will be awarded annually included in the last paycheck on the last day of school in years 10 through year 14.
- B. Upon completion of 15 years of service to the Groton-Dunstable School District, bargaining unit members will be eligible of receive a career incentive in the amount of \$750. The sum will be awarded annually included in the last paycheck on the last day of school in year 15 through year 19
- C. Upon completion of 20 years of service to the Groton-Dunstable School District, bargaining unit members will be eligible of receive a career incentive in the amount of \$1,000. The sum will be awarded annually included in the last paycheck on the last day of school in year 20 and every year thereafter.
- D. An employee hired after the start of the work year will be credited with a full year if he/she is hired prior to February 1.
- E. The above career incentives will be awarded subject to the receipt of a satisfactory annual job performance evaluation.

Article XVIII – Vacancies/Transfer

In the event a bargaining unit position becomes vacant and the Superintendent proposes to fill such vacancy, the following job posting procedure will be followed:

- A. The position will be posted internally for five (5) business days on the District’s website and through the District’s electronic mail system. This posting will include a description of the position to be filled including qualifications needed.
- B. In filling vacant positions, consideration will be given to qualifications and evaluation ratings. When the qualifications and evaluation ratings of the candidates are relatively equal, seniority in the Unit shall be the determining factor.
- C. If there are no qualified internal employees, the position will be offered to an eligible employee on the recall list.
- D. In the absence of a qualified recall (per Article VII) candidate, the position will be posted externally until such time as the position is filled with a qualified candidate.

When it becomes necessary to transfer employees, voluntary transfers will be sought District-wide through the District’s electronic mail system. In the absence of a volunteer, involuntary transfers will be made on the basis of qualifications and seniority. If two or more employees are determined to be equally qualified, the least senior will be transferred.

Article XIX - General

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

Article XX - Staff Training

A pool of \$2,600 for staff training will be made available on an annual basis for the cost of a course, seminar and/or workshop approved in advance by the Superintendent or his/her designee. When said course, seminar, and/or workshop requires a paraprofessional to be absent from school, a professional day will be granted. A paraprofessional must have completed one year of service as a paraprofessional, prior to the start of the course, to be eligible and will be limited to a maximum reimbursement of \$400 per year. Approval will be awarded on a first come, first served basis.

New members of the Unit will participate in A.L.I.C.E. training within the two (2) days designated as professional development prior to the opening of each school year.

Employees may participate in professional development programs that are offered to teachers at no cost provided that the employee receives prior authorization from the principal and/or Superintendent.

Reimbursement shall be made within thirty (30) days of presentation of evidence of successful course completion to the Superintendent or his/her designee.

Article XXI - Health and Safety

Para-educators will immediately report all incidents of physical injury to the school nurse and may request a meeting with the school principal. If a para-educator is not satisfied with the outcome of the meeting with the principal, he/she may request a meeting with the Director of Pupil Personnel Services and/or the Superintendent.

Article XXII - Access to Student Records/Meetings

Paraprofessionals will have access to student Individualized Education Plans (IEP) for any student whom he/she is providing direct services. The paraprofessional is obligated under state law and regulations promulgated by the Department of Elementary and Secondary Education to maintain the confidentiality of all information contained within the student IEP. Para-educators are encouraged to provide feedback to classroom teachers for input at IEP meetings. It is the District's responsibility to communicate all IEP changes to the para-educators.

Article XXIII - Duration

This contract will remain effective as of July 1, 2020 and will continue to be in effect through June 30, 2021

Article XXIV – Discipline

Section 1 – The evaluation procedures do not preclude an administrator from using employee discipline to deal with a situation in which the Superintendent determines that an employee's actions are unacceptable. Progressive discipline will be followed (i.e. oral reprimand, written reprimand, suspension without pay, dismissal); unless the Superintendent determines that the seriousness of the employee's actions warrants discipline beyond an oral reprimand.

Section 2 – No employee covered under this Agreement will be reduced in compensation, denied a salary increase or step increment, disciplined, reprimanded, or discharged by any member of the Administration or by the Committee without just cause. It is expressly understood that this Article will not apply to probationary employees. Those individuals who have been employed by the Groton-Dunstable Regional School District for 90 days or less will be considered probationary. An employee may be dismissed at any time during the probationary period.

Section 3 – Any written complaint regarding any para-educator made to the Superintendent or any other administrator or to the Committee by any parent, student, teacher, administrator or other person will be promptly called to the attention of the employee involved.

Section 4 – No material derogatory to an employee's conduct, service, character or personality will be placed in the personnel file unless that employee has had the opportunity to review the material by affixing his/her signature to the copy to be filed with the express understanding that such a signature does not in any way indicate agreement with the contents thereof. The employee will also have the right to submit a written reply to such material to be reviewed by the Superintendent and attached to the file copy.

COLA:

FY2021 0.5% (with step increase) Effective July 1, 2020

Salary Schedule

Unit D

Step	FY 2020
1	\$14.77
2	\$15.35
3	\$16.23
4	\$17.03
5	\$17.94
6	\$19.00
7	\$19.87
8	\$20.82
9	\$21.67
10	\$22.51
11	\$22.97

Appendix A

Domestic Partner Definition

A domestic partnership shall exist between two persons of the same or opposite sex and each of them shall be the sole domestic partner of the other if both attest to the following:

1. Both parties are at least eighteen (18) years of age or older, and of legal age of consent and competent to enter into a contract in the state in which they reside;
2. Both parties currently share a common residence and have shared said residence for at least three months;
3. Both parties are not married to anyone and not related by adoption or blood to a degree of closeness that would otherwise bar marriage in the state in which they legally reside;
4. Both parties are in a relationship of mutual support, caring, and commitment and intend to remain in such a relationship in the immediate future;
5. Both parties are jointly responsible for basic living expenses.
6. It has been at least six months since either of the two parties has filed a statement of termination of a previous domestic partnership affidavit or has been a party to an action or proceeding to a divorce or annulment.

Appendix B

GROTON-DUNSTABLE REGIONAL SCHOOL DISTRICT

Para-Educator – Performance Evaluation

Name: _____ Date of Report: _____

Evaluator: _____ School: _____

RATING SCALE

1 = Exceeds Expectations	Performance consistently exceeds expectations and requirements.
2 = Meets Expectations	Performance consistently meets expectations and requirements.
3 = Needs Improvement	Performance meets minimal expectations and requirements. Written improvement recommendations will be included.
4 = Unsatisfactory	Performance is below expectations and requirements. Potential for improvement must be evident or could be considered for termination. Written improvement recommendations will be included.
N/A = Not Applicable	

A. Support to Instruction

	Rating
Communicates and reinforces lesson objectives clearly	
Assists students with learning opportunities by using a variety of curriculum materials, resources, and programs that align with the Massachusetts Curriculum Frameworks	
Implements modifications and accommodations as directed by licensed staff	
Provides behavioral support and intervention and implements behavior plans	
Provides regular feedback on student progress	
Uses instructional technology and works with students to facilitate their use of technology	
Supports students outside of the regular classroom	
Works collaboratively with school personnel	
Performs activities of daily living	

Classification Specific Indicators

	Position	Rating
Provides 1:1 supervision to a student who has significant health related challenges	PCA	
Applies the practices of ABA through discrete trial training, task analysis and implementation of behavior support plans	ABA	
Provides support to a licensed nurse in a variety of medical office tasks	Health Asst	
Provides a variety of instructional activities with an emphasis on computer-assisted instruction	Computer	
Performs functions related to collection, processing, circulation, maintenance and inventory of library materials	Library	

B. Classroom Management

	Rating
Ensures that proper safety practices are followed	
Establishes and effectively maintains an effective working relationship with students	
Uses time productively and efficiently	

C. Professional Responsibility

	Rating
Uses discretion when dealing with confidential information	
Demonstrates punctuality, dependability and flexibility in all areas of the job	
Follows rules and policies set by the school district	
Relates positively with students and staff	

	Satisfactory	Unsatisfactory
Overall Rating		

Evaluator Comments (Optional):

Evaluator's Signature _____ **Date** _____

Employee's Signature _____ **Date** _____

Employee's signature indicates that he/she has received and read this report. Any written comments need to be attached within ten days. A copy will be placed in the employee's personnel file.

IN WITNESS WHEREOF, the parties hereto set their hands and seal by their duly authorized representatives on this ____ day of June 2020.

Marlena Gilbert, Chairperson
Groton-Dunstable Regional School Committee

Date

Nancy Murphy, President
Groton-Dunstable Educators' Association

Date

Marcia Gray, Contract Manager
Groton-Dunstable Educators' Association Unit-D

Date