

AGREEMENT
BETWEEN
SOUTH COAST EDUCATIONAL COLLABORATIVE
AND
SOUTH COAST EDUCATIONAL COLLABORATIVE FEDERATION

UNIT "B" CONTRACT

July 1, 2024, to June 30, 2027

UNIT “B” CONTRACT

TABLE OF CONTENTS

Preamble	3
A. Recognition Clause	6
B. Definitions	6
C. Management Rights	7
D. Salary and Compensation Policies	7
E. Benefits	9
F. Sick Leave	9
G. Leave of Absence	11
H. Bereavement Leave	11
I. Educational Leave and Tuition Reimbursement	11
J. Parental Leave	13
K. Military Leave	14
KK. Jury Duty	14
L. Grievance and Arbitration Procedure	14
M. Scope of the Agreement	17
N. No Strike Clause	17
O. Union Privileges and Responsibilities	18
P. Length of School year, School Day, and Responsibilities	18
PP. Sustainability Model	20
Q. Involuntary Transfers	21
R. Vacancies and Promotions	21
S. Evaluations	22
T. Term of Employment /Layoffs	22
U. Resignation or Retirement	24
V. Personal Leave	25
VV. Longevity	25
W. Duration	26
X. New Employees	26
Y. Study Committee	26
Z. Summer/Unpaid Time Off Scheduling	27
ZZ. Unit “B” Salary Schedule	28

Preamble

Throughout the term of this contract, the South Coast Educational Collaborative (SCEC) will be evolving as a green enterprise. This effort will be guided by the seven attributes of a green enterprise as conceptualized by Glenn Bachman:

Awareness – The Green organization is an observant participant in the community, region, industry, and global environment.

Resource Efficiency and Effectiveness- Green enterprises understand that the delivery of their products and services results in the consumption of fossil fuels, minerals, water, and other natural resources, which in turn results in the loss of natural capital.

Customer Focus – Green organizations demonstrate an understanding of customer needs.

Worker-Centric Focus – Green organizations view their staff as crucial partners in achieving and sustaining ecological goals for the enterprise.

Community Partner – Green enterprises are active and engaged in the community.

Responsibility – In acknowledging ecological conditions and trends, green enterprises recognize that “conducting business in the same old way” is not an acceptable course of action.

Leadership – Accepting responsibility to minimize the ecological impact of the organization is a statement of leadership that demonstrates alignment between the mission of the enterprise and a set of core values that transcend profitability.

The achievement of these attributes is accomplished through the concept of deep learning conceptualized by Michael Fullan and his associates. This implementation will be guided by:

The Four Elements

Pedagogical Practice- Are used to design, monitor, and assess learning.

Learning Partnerships- Are cultivated between and among students, teachers, families, and the wider environment.

Leveraging Digital- Accelerates access to knowledge beyond the classroom and cultivates student driven deep learning.

Learning Environments – Foster continuous interactions in trusting environments where students take responsibility for their learning.

The 6 Cs

Character - Grit, tenacity, perseverance, and resilience

Citizenship - Thinking like global citizens

Collaboration - Working interdependently and synergistically in teams

Communication - Communicating effectively with a variety of styles, modes, and tools including digital

Creativity - Having an “entrepreneurial eye” for economics and social opportunities

Critical Thinking - Evaluating information and arguments

Vision Statement

SCEC is an entrepreneurial, synergistic, and sustainable teaching and learning organization that partners regionally, nationally, and internationally with other organizations to develop and implement services that demonstrate excellence, are person-centered, and are differentiated to meet diverse needs.

Mission

To provide students, families, educators, school districts, and agencies high quality, cost-effective, value-added, and sustainable education, professional development, technical assistance, and resources that are informed by an enduring commitment to deep learning and deep learning and that are grounded in our core values, appropriate research-based content, and best-practice.

Core Values

We believe that:

- Respect for the natural environment, effective green enterprise and deep learning practices are reflected in our daily operations and in the design and delivery of our products and services.
- SCEC must be a reflective learning community for both students and staff.
- Our ultimate goal is to enable students to participate and contribute as fully as possible in the communities in which they live and to begin planning upon admission for transitioning to their home, school, or adulthood.
- The family unit and family-school collaboration are essential factors in supporting and sustaining a student’s learning and development.
- The SCEC community is focused on teaching and learning and on continuous action research that creates the conditions necessary for optimal teaching and learning.
- Mutual respect, reflection, and collaboration are expected and infused into all partnerships.
- Staff productivity, especially team productivity, means exceeding expectations, increasing team efficiency, and enhancing individual team members’ professional growth.

- Teams are best supported when they have compelling direction, the material, and data resources they need, incentives for excellent team performances, and targeted professional development and coaching.
- Cultural diversity among staff and students enriches and enhances all members of SCEC.

A. Recognition Clause

SCEC recognizes the South Coast Educational Collaborative Federation (SCEC Federation) as the exclusive bargaining representative for Unit “B”, which shall consist of all full-time and regular part-time employees including all paraprofessional, instructors, certified occupational therapist assistants, physical therapist assistants, licensed practical nurses at para II level, and registered nurses at para III level, job coach/transition assistant, Registered Behavior Technician (RBT) CNA paraprofessional, nurse/paraprofessional, para/teacher but excluding the Executive Director(s), Administrative and Business Office staff.

B. Definitions

The term “*school*” as used in the Agreement means any work location or functional division program maintained by the Board in which the educational process is carried on.

The term “*Service and or Site Administrator(s)*” as used in the Agreement means the responsible administrative head of a program or area of instruction. (i.e., Gallishaw) offered by SCEC.

The term “*Paraprofessional employee*” or “*employee*” as used in this Agreement means a person employed by the Board who is in bargaining Unit “B”, as Unit “B” is defined in the Recognition Clause.

“*Full-time employees*” are those employees who work a minimum of thirty (30) hours per week.

The term “*SCEC*” or “*Employer*” shall refer to the South Coast Educational Collaborative.

The term “*Union representative*” as used in the Agreement means the union building representative or other qualified designee of the Union.

The term “*Board*” as used in this Agreement means the South Coast Educational Collaborative Board of Directors.

The term “*SCEC Federation*” as used in this Agreement refers to the South Coast Educational Collaborative Federation, Local 4637, American Federation of Teachers Massachusetts, AFL-CIO”.

The term “*parties*” as used in this Agreement refers to the Board and the Union as participants in this Agreement.

The term “*Executive Director(s)*” shall mean the person(s) holding the position of Executive Director(s) of the South Coast Educational Collaborative.

The term “*Principal*” shall be defined at a future date by the Y committee.

The term “*Teacher/Leader*” shall be defined at a future date by the Y committee.

The term “*Facilitator*” shall be defined at a future date by the Y committee.

The term “*Substitute*” shall be defined at a future date by the Y committee.

Whenever a personal pronoun is used in this Agreement, such pronoun is usually meant to apply equally to both male and female members of the bargaining unit. This will not apply where it is clearly intended that it does not apply.

C. Management Rights

Subject only to the extent that an express provision of this Agreement specifically limits the right or discretion of the Employer, all rights, functions, and prerogatives of the Employer, formerly exercised or exercisable; by the Employer remain vested exclusively in the Employer. These rights, whether exercised or not, include but are not limited to all rights and powers given the Employer by law and the right:

to operate, manage, direct, and control SCEC, SCEC employees and activities, and facilities occupied by SCEC; to require reasonable standards of performance; to determine educational and professional standards; to establish or change employee benefits in excess of or in addition to those provided in this Agreement; to hire, evaluate, promote, lay off, or discharge employees.

This article does not list every management right and it shall not be so interpreted. The failure by SCEC to exercise any of its rights shall not be construed as a waiver of those rights. In all matters under this Agreement calling for the exercise of judgment or discretion on the part of the Board, the Executive Director(s), or a designee of either, the decision shall be final and binding, if made in good faith, except where some other standard of grievability of arbitrability is specifically set forth in this Agreement or by law.

D. Salary and Compensation Policies

1. Upon the recommendation of the Executive Director(s), the Board will finalize the initial salary placement/rate of SCEC employees. Employees may be given credit when first employed by SCEC for previous, relevant experience if the Board and/or the Executive Director(s), in their exclusive discretion, determine that such credit is appropriate.
2. Eligibility for progression on the appropriate salary scale shall require completion of an additional year of service to SCEC. For purposes of this Article, “completion of an additional year of service to SCEC” shall mean that the ten (10) month employee shall have been in a pay status with SCEC for at least **91** workdays and the twelve (12) month employee shall have been in a pay status with SCEC for at least **111** workdays in the most recently concluded school year. Progression on the salary scale will normally take place if the employee has performed at the level of needs improvement, proficient, or exemplary, as determined by the SCEC evaluation process, in the most recently concluded school year.
3. Established July 2019, paraprofessionals who are designated on a daily basis to substitute for Paraprofessional IIIs by the Executive Director(s) or their designee will be

compensated at a rate of twenty-five dollars (**\$25**) per day in addition to their regular daily rate.

Established July 2019, paraprofessionals who are designated on a daily basis to substitute for teachers by the Executive Director(s) or their designee will be compensated forty dollars (**\$40**) per day in addition to their daily rate. In the event of a teacher's absence for one school day, a paraprofessional who is familiar with the classroom, students, and the program in general, will be designated to substitute for the teacher.

The Executive Director(s) or their designee will have exclusive discretion to make such designations shall not be grievable or arbitrable.

In the teacher's absence, any paraprofessional who substitutes for sixty (60) consecutive minutes will be paid at the current substitute hourly rate.

4. Transportation Allowance

Each employee required by the Executive Director(s) to use public transportation or drive their private vehicle for work-related duties will be reimbursed for the actual cost of such public transportation or, alternatively, the mileage allowance set forth herein, provided the employee has received advance approval of the Executive Director(s) or their designee. Mileage will be reimbursed at the current IRS rate. When submitting a request for mileage reimbursement, employees must deduct the distance between their home and usual program site (minus miles) if they travel from or to their home from another site. The mileage for which they are reimbursed is the distance they have driven minus the distance from their home to their place of work. Employees are not reimbursed for the distance between their home and work site. If employees drive from a work site to another site and back, they are reimbursed for the total miles driven.

To qualify for reimbursement under the provisions of this section, an employee must comply with such filing procedures as may be required by the Executive Director(s).

5. Each employee who has qualified for Advanced Study Recognition from an accredited college as stipulated in the Unit "B" Salary Schedule shall receive the appropriate amount of money in the last payroll of the year. To qualify for this stipend, the employee must meet the eligibility requirements in Section D, item 2 of this section.

6. Perfect Attendance Incentive Awards

All full-time Unit B employees who maintain perfect attendance for the year, exclusive of bereavement leave and recognized leave for religious observances, jury duty and military duty will receive five hundred (\$500) dollars, to be paid on the first pay period after perfect attendance has been determined. For each day of absence other than those exceptions herein noted, fifty (\$50) dollars will be deducted from this amount. Employees must be hired by the first day of September to qualify for perfect attendance.

7. Payroll Options

All ten (10) month employees shall have the option of having their salaries paid in twenty-one (21) or twenty-six (26) equal installments or twenty-one (21) equal installments and a balloon payment to be paid on the last pay period of June. Pay periods shall commence following the opening of school and shall conclude by the last day in June of any school year.

8. Advanced Study recognition

See Appendix A, B, and C

9. The Medical License Stipend

For all employees whose employment requires a medical license, will receive an annual stipend to be paid on the last pay period of June. See Appendix A, B, and C

10. RBT's

Effective July 1, 2024, all RBT's who are up to date with certification and qualifications including at least an associate degree shall become Para III's and moved to the comparable salary step with no loss of Compensation.

E. Benefits

1. Notwithstanding any other provisions of this Agreement, SCEC reserves the right to apply in its exclusive discretion, the provisions of this Agreement to part-time employees on a pro-rated basis. Employees who are regularly scheduled to work thirty (30) hours or less will be considered part-time employees.
2. All SCEC employees are covered by the provisions of Workmen's Compensation Act, General Laws, Ch. 152.
3. The Employer will pay a percentage of the premium for health insurance coverage (percentages established in December 1995) for each full-time employee electing to participate in the individual or family plan offered through the SCEC. Established January 1, 2018, the employer will fully fund an HRA for all employees who are enrolled in the health plans offered through SCEC. Each employee will be provided with a pre-loaded HRA debit card with the following amounts:

Individual insurance - \$250.00 Family insurance- \$400.00

New hires shall receive their HRA flex expense cards within sixty (60) days upon hire, which will be prorated.

4. A life insurance policy of \$75,000 will be offered to full-time employees. The SCEC agrees to pay eighty percent (80%) of the premium of the life insurance policy. Any change in the current policy being offered shall be communicated, in writing, to each Unit member with the option of continuing the policy upon retirement or death from SCEC. Said notice of any change shall be done no later than September of the school year of the anticipated change unless agreed to between labor and management if something comes along during the school year.
5. So as to provide a non-forfeitable tax-sheltered annuity payable upon retirement or termination of employment, a full-time employee may contract with SCEC for the purchase of an annuity pursuant to the provisions of the General laws of Massachusetts as part of their employment compensation. Such contract shall specify the premiums to be paid toward the annuity, the method and form of payroll deduction or other form of premium payment. The Federation and each participating employee shall indemnify and hold SCEC harmless against all claims, actions, demands, suits, or other forms of liability which may arise by reason of any action taken or omitted by SCEC pursuant to this Article.
6. The Board shall offer to all its employees a Cafeteria Plan the cost of which shall be borne equally by those who participate.

F. Sick Leave

1. Sick leave with pay shall be allowed for personal illness or non-work related injury to an employee.

2. All full-time ten (10) month employees hired after July 1, 2008, will accrue 1.5 days of paid sick leave at the end of each month of service up to a maximum of twelve (12) days annually. After reaching their first anniversary date of hire, all employees described in sentence one shall begin to accrue sick leave days in the same manner as employees hired prior to July 1, 2008. Employees hired prior to July 1, 2008, will be credited with twelve (12) additional days of paid sick leave to their annual accumulation account on the first day of each contract year.
3. All full-time twelve (12) month employees hired after July 1, 2008, will accrue 1.5 days of paid sick leave at the end of each month of service up to a maximum of fifteen (15) days annually. After reaching their first anniversary date of hire, all employees described in sentence one shall begin to accrue sick leave days in the same manner as employees hired prior to July 1, 2008. Employees hired prior to July 1, 2008, will be credited with fifteen (15) additional days of paid sick leave to their annual accumulation account on the first day of each contract year.
4. Accumulated sick days may be used without loss of pay in the event of illness requiring bedside or household attention in the employee's immediate family. (Immediate family as defined in the "Bereavement Leave" provision of this Agreement.)
5. All sick leave not utilized during the school year in which it was granted may be accumulated up to a maximum of one hundred seventy-two (172) days for ten (10) month employees and one hundred eighty-five (185) days for twelve (12) month employees.
6. In the event that accumulated leave is totally depleted, an employee may with a written request to the Board, ask for additional paid sick leave. This additional sick leave may be granted at the exclusive discretion of the Executive Director(s) and the Board.
7. Except under extenuating circumstances, employees shall notify their Site/Service Administrator(s)/Facilitator(s) or designee no later than one hour before employee start time if they expect to be absent from work because of personal illness. Notices not received within a reasonable time frame prior to starting time will result in denial of sick leave pay. Employees shall keep their Site/Service Administrator(s)/Facilitator(s) or designee informed of their condition and expected length of absence.
8. If the Executive Director(s) suspects leave abuse, they, in their exclusive discretion, may require evidence, including a doctor's certificate, that an employee was prevented from working because of illness or injury.
9. In addition to the provisions of Paragraph 8, the Executive Director(s), in their exclusive discretion, may require a doctor's certificate indicating the nature and continuance of an illness or injury if sick leave extends beyond three (3) consecutive school days and/or is requested for the day prior to or the day following a school vacation or holiday.
10. Employees, upon their first workday of each contract year, will receive a notice of assignment confirming their work assignment, annual salary and annual paperwork. Accumulated sick and personal leave will be updated in the HR software upon the first workday of each contract year. A copy of the notice of assignment will be returned to the employee with the appropriate signatures no later than ten (10)

working days. If corrections are needed the employee shall receive a corrected notice of assignment within ten (10) working days.

Twelve (12) month employees will receive their notice of assignment upon their first workday of each contract year and return it to the business office within ten (10) business days.

Ten (10) month employees will receive their notice of assignment upon their first workday of each contract year and return it to the business office within ten (10) business days.

11. Effective July 1, 2025, during ESY, for staff who are temporarily assigned to other programs and who call out sick rather than reporting to the other program, will be charged two (2) sick days. A doctor's note may be required for any sick time used during ESY.

G. Leaves of Absence

The Executive Director(s) may, in their discretion, grant leaves of absence without pay or benefits to employees for prolonged serious illness, or on other grounds. A request for such leave must be made in writing to the Executive Director (s) and must be accompanied by such documentation as the Executive Director(s) requires. The judgment of the Executive Director(s) shall be subject to the grievance procedure up to the Board level. The Board's decision shall be final and binding and not subject to the grievance or arbitration procedure.

H. Bereavement Leave

1. All staff members may request a leave of absence with pay not to exceed five (5) consecutive work days in the event of the death of a staff member's immediate family (i.e. mother, father, grandparent, wife, husband, son, daughter, brother, sister, other member of the household residing in the employee's home at the time of death, or other person(s) for whom the employee has primary care responsibilities), miscarriage/stillbirth and not to exceed four (4) consecutive work days in the event of the death of a staff member's immediate in-laws (i.e. mother-in-law, father-in-law, sister-in-law, or brother-in-law), nephew or niece, aunt and uncle. The preceding shall apply to all step relatives, who shall be allotted the five (5) day bereavement leave.
2. One (1) day of bereavement leave may be granted, in the discretion of the Executive Director(s) if the deceased is not of the immediate family. This decision shall not be subject to the grievance or arbitration procedures.
3. In the event of the death of a staff member and/or a student in a particular program, the Executive Director(s) may make arrangements for a representative staff and/or students in the program to attend the funeral. This decision of the Executive Director(s) shall not be subject to the grievance or arbitration procedures.

I. Educational Leave, Tuition Reimbursement, and Retraining Requirements

1. Educational leaves of absence with pay may be granted to full-time employees, in the exclusive discretion of the Executive Director(s), to enable the employee to visit

other school programs or attend approved education meetings or conferences. Written reports, if requested, shall be submitted.

- A. A leave of absence of up to one (1) year without pay or benefits for educational reasons may be granted to full-time employees. Employees must request such leaves in writing and submit them to the Executive Director(s) with such documentation as may be required. The Executive Director(s) will have the discretion to decide such request based on the needs of SCEC. Decisions should not be arbitrary or capricious.
 - B. After successfully completing eight (8) continuous years of service, a limited number of employees may apply for sabbatical study leaves of no more than one (1) year's duration using the procedures outlined above in paragraph A. Leaves will be granted at the exclusive discretion of the Board and/or the Executive Director(s). Employees granted such leaves will receive fifty percent (50%) of their salary while on leave, and they will be required to return immediately after the leave as a full-time employee for at least two (2) years. Employees who elect not to return will be required to reimburse SCEC for all monies received from SCEC while on their leave.
2. An employee who is on educational leave without pay shall not accrue any benefits, including sick leave or pay increments, while on such leave.
 3. The Board will reimburse an employee, a lump sum totaling no more than three thousand dollars (\$3,000.00) for credits/in-service credits/PDPs/CEUs/CECs/7D licenses and related materials, books, fees for approved courses, seminars, workshops, and training sessions. Employees shall submit receipts for any and all items for payment within sixty (60) days of submission. Reimbursement is for out-of-pocket expenses only.
 4. The Board will reimburse an employee under the following conditions:
 - A. Permission in advance with a justification for assisting in the achievement of SCEC goal(s), individual personal and professional goal(s).
 - B. The course(s)/conference(s)/in-service(s) are part of the accredited program leading to an advanced degree in a field that will serve SCEC 's needs or a course that will serve SCEC's needs.
 - C. The credits and/or workshop training sessions are to be from an accredited college, university, or organization that is allowed to grant credit from a professional organization.
 - D. The employee will complete a tuition reimbursement form that is completed and signed by the employee and their direct supervisor.
 - E. The course(s)/conference(s)/in-service(s) are approved in advance by the Executive Director(s) or their designee.
 - F. The employee attains a minimum grade of "C" or its equivalent, "Pass" if "Pass/Fail", certificate of completion, or PDP²s/CEU²s/CECs awarded and provides documentation of these requirements in a form acceptable to the Executive Director(s).
 - G. The employee is scheduled to be employed by SCEC for the semester following completion of the course.
 - H. All employees are required to take a minimum of three (3) college credits and/or in-service credits and/or training sessions equivalent to three college credits

every three (3) years taught by qualified professionals. The three (3) college credits, and/or in-service credits and-or training sessions must be approved in advance by the Executive Director(s).

- I. One SCEC Federation member, to be designated by the Union, shall be allowed to attend union sponsored conventions/conferences/workshops for a period not to exceed three (3) days. The substitute educator shall be paid by the Federation.

J. Parental Leave

The SCEC will grant parental leave as required by Massachusetts General Laws, Ch.149, Sec. 105D

Chapter 149
Labor and Industries

(a) For the purposes of this section, an "employer" shall be defined as in subsection 5 of section 1 of chapter 151B.

(b) An employee who has completed the initial probationary period set by the terms of employment, not to exceed 3 months, or, if there is no such probationary period, has been employed by the same employer for at least 3 consecutive months as a full-time employee, shall be entitled to 8 weeks of parental leave for the purpose of giving birth or for the placement of a child under the age of 18, or under the age of 23 if the child is mentally or physically disabled, for adoption with the employee who is adopting or intending to adopt the child; provided, however, that any 2 employees of the same employer shall only be entitled to 8 weeks of parental leave in aggregate for the birth or adoption of the same child. The employee shall give at least 2 weeks' notice to the employer of the anticipated date of departure and the employee's intention to return or provide notice as soon as practicable if the delay is for reasons beyond the individual's control. The employee shall be restored to the employee's previous, or a similar, position with the same status, pay, length of service credit and seniority, wherever applicable, as of the date of the leave. An employee on parental leave for the adoption of a child shall be entitled to the same benefits offered by the employer to an employee on parental leave for the birth of a child. The parental leave may be with or without pay at the discretion of the employer. If the employer agrees to provide parental leave for longer than 8 weeks, the employer shall not deny the employee the rights under this section unless the employer clearly informs the employee, in writing, prior to the commencement of the parental leave, and prior to any subsequent extension of that leave, that taking longer than 8 weeks of leave shall result in the denial of reinstatement or the loss of other rights and benefits.

(c) The employer shall not be required to restore an employee on parental leave to the previous or a similar position if other employees of equal length of service credit and status in the same or similar positions have been laid off due to economic conditions or other changes in operating conditions affecting employment during the employee's parental leave; provided, however, that the employee on parental leave shall retain any preferential consideration for another position to which the employee may be entitled as of the date of the leave.

(d) The parental leave shall not affect the employee's right to receive vacation time, sick leave, bonuses, advancement, seniority, length of service credit, benefits, plans or programs for which the employee was eligible at the date of the leave or any other advantages or rights of employment incidental to the employment position; provided, however, that the parental leave shall not be included, when applicable, in the computation of the benefits, rights and advantages; and provided further, that the employer need not provide for the cost of any benefits, plans or programs during the parental leave unless the employer provides for such benefits, plans or programs to all employees who are on a leave of absence. Nothing in this section shall be construed to affect any bargaining agreement or company policy which provides for greater or additional benefits than those required under this section.

(e) Every employer shall post and keep posted in a conspicuous place upon its premises a notice describing this section and the employer's policies related to this section.

K. Military Leave

SCEC will comply with all applicable state and Federal laws with respect to military leaves of absence. Where an employee is required to perform reserve duty and the employee is not allowed by the employee's commanding officer to perform such duty during non-working hours, SCEC will supplement the employee's reserve pay up to the employee's regular SCEC pay for a period not to exceed fourteen (14) days. Employees shall be required to provide documentation in a form acceptable to the Executive Director(s) in order to receive this benefit.

KK. Jury Duty

Employees who serve on a jury duty shall receive the difference between their regular salaries and jury duty pay during the period of such service. Employees shall notify their Site Administrator(s) or designee each day that they will be absent for said jury duty.

L. Grievance & Arbitration Procedure

Preliminary Level

Prior to initiation of the grievance procedure at Step One, and within six (6) school days of the incident giving rise to the grievance, the grievant shall discuss the problem with his immediate supervisor.

1. The purpose of the grievance and arbitration procedure (hereinafter called "the procedure") is to resolve grievances at the lowest possible administrative level. The SCEC Federation agrees to carefully investigate a complaint to determine whether the complaint is true and justified under the terms of this Agreement before submitting it to any step of this procedure. The proceedings under this procedure will be kept as informal as appropriate at each step. No employee shall be discriminated against because they have filed a grievance.
2. a. The term "grievance" shall be defined as a complaint by an employee, the SCEC Federation, or the Employer alleging a specific and direct violation of the express language of specific provision of this Agreement. A matter which is not specifically covered by a specific provision of the Agreement, reserved to the discretion of SCEC or

its designee and/or designated as being non-grievable and/or non-arbitrable may not be the subject of a grievance.

b. Nothing contained herein shall prevent resolutions of a dispute between SCEC and the SCEC Federation and/or SCEC and any employee without resorting to this procedure.

3. a. Unless otherwise defined, “day” in this article shall mean school day. A school day shall be any day on which the SCEC administrative office is open for business and/or any SCEC program or class is conducted.

b. Since it is important that grievances be processed as quickly as possible, the number of days indicated at each level should be considered as maximum. The time limits specified in this article shall be deemed to be substantive provisions and failure to observe any time limit shall be considered a complete and final bar to pursuing that particular grievance. However, the time limits may be extended for individual grievances if the parties mutually agree to do so in writing.

4. a. Failure at any step of the procedure to communicate the decision on a grievance to the grievant or the grievant’s designee within the specified time limit shall permit the aggrieved party to proceed to the next step.

b. Failure at any step of this procedure to pursue a grievance to the next step within the specified time limit shall be considered a complete and final bar to pursuing that particular grievance.

5. Grievance meetings and/or hearings will be scheduled at mutually agreeable times. Wherever possible, the parties will schedule grievance meetings and/or hearings outside of regular work hours.

6. a. For a grievance to be considered under this procedure, it must be presented specifically, as stated below. A written description of the facts which the grievant is relying upon as the basis of the grievance must be submitted pursuant to the procedure outlined below. A “written description” shall include a concise statement of the facts, the specific provisions (sections and subsections) of this Agreement which the grievant alleges has (have) been directly violated, the date or dates (if relevant) when the alleged violation(s) occurred, and the relief requested. This statement must be signed by the grievant.

b. Where SCEC is the grievant, at the preliminary level or at any step of this procedure, SCEC’s communications, both verbal and written, will be directed to a SCEC Federation representative.

c. A grievance that affects a group of employees or is of a general nature may be initiated at Step Two within the time limits set out at Step Two.

Step One

If the problem is not satisfactorily resolved through the preliminary procedure referred to above, the grievant shall submit a written description of their grievance to their immediate supervisor within eight (8) school days after the circumstances giving rise to the grievance first occurred.

The immediate supervisor shall discuss the problem with the grievant within eight (8) school days after the employee has submitted it in writing in an effort to resolve the problem. The supervisor shall provide their decision in writing within eight (8)

school days of the meeting with the employee. If the grievance is denied, the supervisor shall give reason(s) for the denial in writing.

Step Two

If the grievance is not resolved with the immediate supervisor to the satisfaction of the grievant and the SCEC Federation, a copy of the written statement of the alleged problem and reason(s) for not being satisfied with the supervisor's decision shall be presented by the grievant and/or the SCEC Federation to the Executive Director(s) or their designee within eight (8) school days following the receipt of the decision. Within eight (8) school days of the receipt of the statement, the Executive Director(s) shall discuss the grievance with the grievant and/or the Federation. The Executive Director(s) shall provide their decision in writing within eight (8) school days of the meeting with the grievant. If the grievance is denied, the Executive Director(s) shall give reason(s) for the denial in writing.

Step Three

If the grievance is not resolved at Step Two to the satisfaction of the grievant and the SCEC Federation, the grievant shall, within eight (8) school days following the receipt of the Executive Director(s)'s decision, submit to the Board a request for a meeting, a copy of the written statement of the problem and the reason(s) for not being satisfied with the decision at Step One and Step Two.

At its next regularly scheduled meeting not less than eight (8) school days following the request, the Board will review the matter and determine whether it will hold a meeting with the grievant at its next regularly scheduled Board meeting. It will be in the discretion of the Board to determine whether it will meet with the grievant.

If the Board decides to meet with the grievant, it will render its decision on the grievance within ten (10) school days after the meeting. If the Board decides not to meet with the grievant, it will render its decision on the grievance within ten (10) school days of the meeting at which it considers the grievance. If the grievance is denied, the Board shall give reason(s) for the denial in writing.

Step Four

If the grievance is not resolved to the satisfaction of the grievant and the SCEC Federation at Step Three, the Federation, by written notice to the Executive Director(s), may demand that the written grievance be submitted to arbitration, provided that:

- a. Such notice is given within ten (10) school days after the Board has given its decision on the grievance; and
- b. The grievant states in writing their reasons for not being satisfied with the Board's decision; and
- c. The SCEC Federation reviews the grievance and the results of prior steps, determines that the grievance is still true and justified under the terms of the Agreement and approves submitting the grievance to arbitration. If the parties cannot agree on an arbitrator within ten (10) school days after receipt of such

written notice submitting the grievance to arbitration, the SCEC Federation may, within fifteen (15) school days after the receipt of the answer at Step Three, file a written request for arbitration of the grievance with the American Arbitration Association (AAA). The arbitrator will be selected under the provision of the AAA Voluntary Labor Arbitration rules. This request shall contain a statement of the grievance which shall be the same as the written statement of the grievance filed with the Board under Step Three. Any arbitration hereunder shall be initiated and conducted in accordance with the AAA Voluntary Labor Arbitration Rules.

No Grievance shall be subject to arbitration unless the grievance, as stated in the request for arbitration filed with the AAA, claims specific and direct violation(s) of a specific provision(s) of the Agreement.

The arbitrator's decision shall be in writing and shall set forth their findings of fact, reasoning, and conclusion. The arbitrator's authority shall be limited to interpreting what the parties to the Agreement intended by the specific provision in the Agreement which is at issue. The arbitrator's authority shall be limited to the specific issue or issues presented to them. The arbitrator shall be bound by the provisions of this Agreement. The arbitrator shall not have any authority to change the established salary schedule or other terms of compensation as provided in this Agreement, to establish any terms of conditions of employment, or to add to, subtract from, modify, or otherwise change any of the terms or provisions of this Agreement.

The arbitrator's charges, including their fee, shall be borne equally by the parties.

M. Scope of the Agreement

1. This Agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiations and disposes of all issues between the parties. The SCEC Federation acknowledges that during the negotiations which resulted in the Agreement, it had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining, that all subjects have been discussed and negotiated, and that the agreements contained in this Agreement were arrived at after free exercise of such rights and opportunities. The SCEC Federation, therefore, voluntarily and without qualifications, waives any rights it may have had in this respect, and agrees that the SCEC shall not be obligated to bargain collectively unless mutually agreed by the SCEC Federation and SCEC, with regard to any subject or matter referred to or covered by this Agreement or with regard to any subject or matter not covered by or referred to in this Agreement, whether or not within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement.
2. The parties agree that the relations between them shall be governed by the terms of this Agreement only. No changes or modifications of this Agreement shall be binding on either the SCEC Federation or SCEC unless reduced to writing and executed by their respective duly authorized representatives.

3. The above provisions of this article shall not prevent the Federation from exercising its legal right to demand decision and impact bargaining.

N. No Strike Clause

1. The SCEC Federation, its officers, agents, and representative, and the employees governed by this Agreement, both individually and collectively, in consideration of the value of this Agreement, the terms of this Agreement and the conditions and legislation which engendered it, will not authorize, cause, instigate, sanction, condone, or take part in any work stoppage or delay, strike, walkout, slow-down, withholding of service, illegal picketing, or any concerted refusal to perform normal work duties on the part of any employee or group of employees covered by this Agreement. Furthermore, they will take all reasonable actions to prevent the occurrence of such actions.
2. In the event that any of the actions stated in Paragraph 1 take place, the SCEC Federation, its officers, agents, representatives, and members will take all reasonable actions to ensure that such actions cease forthwith and all reasonable action to prevent the recurrence of such actions.
3. Recognizing that the foregoing is the stated public policy of the Commonwealth, it is understood and specifically agreed that any employee who engages in such activity may be suspended, discharged, or otherwise disciplined at the option of the Employer.

O. Union Privileges and Responsibilities

1. As sole collective bargaining agent, the SCEC Federation will continue its policy of accepting into voluntary membership all eligible persons in the unit without regard to race, color, creed, national origin, sex, or marital status. The SCEC Federation will represent equally all persons without regard to membership, participation in, or activities in any employee organization.
2. The SCEC Federation shall furnish the Board with a current list of its officers and authorized Union representatives. In the event of a change, the updated list will be supplied as soon as possible, but not later than fourteen (14) days after the change. No SCEC Federation representative shall be recognized by the Board except those designated in writing by the SCEC Federation.
3. Nothing contained herein shall be construed to permit an organization other than the SCEC Federation to appear in an official capacity in the processing of a grievance.
4. The SCEC Federation agrees that no employee(s) will engage in union activity during the time they are assigned to teaching and/or other duties unless excused by the Board or the Executive Director(s). The decision of the Board and/or the Executive Director(s) shall not be arbitrary or capricious.

P. Length of School Year, Day and Responsibilities

1. The Board determines, subject to the laws and regulations of the Commonwealth of Massachusetts, the length of the school day and the number of days in the school year.
2. The length of the work year for teachers and paraprofessionals, other than new personnel who may be required to attend orientation meetings, shall normally be no longer than **182** working days for ten (10) month employees and **222** days for twelve

(12) month employees. The Board agrees to have the Executive Director(s) meet with a representative of the SCEC Federation to discuss the planning and preparation of the school calendar for the upcoming school year. However, the Executive Director(s) will have the discretion to make all decisions concerning the school calendar, subject to the other provisions of this collective bargaining Agreement. In the event that it becomes necessary to extend a ten (10) month program to twelve (12) months, and the existing ten (10) month staff do not wish to work in a twelve (12) month program, the administration shall solicit volunteers from existing staff who are certified and qualified for the position(s). In the event that all required positions are not filled by this method, the administration will assign staff upon the basis of reverse seniority. All decisions shall be made on a program-by-program basis by the Executive Director(s) whose decision shall be final.

Effective July 1, 2025, there will be a decrease in ESY length by 5 days from 222 days to 217 days for 12-month employees. Time for year 2 must be taken over five (5) consecutive days, Monday-Friday.

Effective July 1, 2026, there will be a decrease in ESY length by 5 days from 217 days to 212 days for 12-month employees. Time for year 3 must be taken over (5) consecutive days, Monday- Friday.

3. All employees shall be on duty during their program's hours and for such reasonable periods of time before and after their program's hours as their Site/Service Administrator and/or the Executive Director(s) deem necessary for the proper functioning of an educational program. Employees are expected to be on duty before program hours and available after program hours for dismissal purposes, to provide additional help to students, to meet with parents/guardians, to meet with LEA Special Education personnel by appointment and to attend staff meetings.
4. The regular workday of Paraprofessional II & IIIs covered by this agreement shall be no more than seven and one-half (7.5) hours, excluding lunch periods. Paraprofessional II & IIIs will be required to work with students up to thirty-two and one-half (32.5) hours per week. In addition, Paraprofessional II & IIIs will be allowed two and one-half (2.5) hours per week for administrative and/or preparation time, and two and one-half (2.5) hours per week may be assigned in the discretion of the Site/Service Administrator. The regular workday of Paraprofessional I's will be six and one-half (6.5) hours, excluding lunch periods. Paraprofessional I's will be required to work no more than thirty-two and one half (32.5) hours per week, with the responsibilities to be assigned by the Site/Service Administrator. The total discretionary time that any employee is required to be present for any mandatory workshops, IEP meetings, or for program planning purposes is two and one-half (2.5) hours per week. Any discretionary time beyond two and one-half (2.5) hours per week shall be compensated at the hourly rate. No required meetings of any kind will be scheduled on Saturdays or Sundays.
5. All employees shall have an unpaid, thirty (30) minutes, duty- free lunch, unless, due to the demands of the program, the Executive Director(s) and/or the Site/Service Administrator determine, in their exclusive discretion, that the employee remain with the pupils. Employees required to do so shall receive credit for a half hour of worktime that day.

6. Employees may be required to attend individual conferences with the Site/Service Administrator and/or Executive Director(s) outside of their regular working hours.
7. Employees are encouraged to participate in activities of parent/guardian-teacher groups and other school community organizations. In addition to regular work hours, all employees may be required to attend up to three (3) evening meetings per year for the purpose of meeting with parents/guardians.
8. Besides the job descriptions for the positions, employees are required to do all related tasks customarily associated with their positions.
9. The Board will establish and maintain class sizes in accordance with State regulations.
10. (Established July 1, 2017), The day before Thanksgiving, the day before December break, the last day of school, and the last day of summer programs shall be half-days. Also, the last two professional days will be early release days for students with the remainder of the day being for Professional Development.
11. Effective July 1, 2024, all Unit B employees shall participate in monthly continuous professional learning activities that will be scheduled as a half day for the students. All Unit B employees are required to participate in monthly meetings dedicated to the goals outlined in SCEC's Strategic Plan. These goals include transitioning from a schooling-focused approach to an educating-focused approach, and fostering the development of students, staff, and leaders as changemakers. The meetings will cover various topics, including but not limited to:
 - State-mandated trainings
 - Implementation of the new Individualized Education Program (IEP)
 - Collaborative Problem Solving
 - Deeper learning initiatives

These meetings will be held at program sites and will be no longer than one (1) hour in length unless agreed upon prior to the meeting. The remaining time shall be utilized in the preparation of classroom materials, such as but not limited to the modification of students' materials, assigned by the Unit A employees overseeing the Unit B employees.

12. Nursing mothers shall be given a fifteen (15) minute break in a private, safe space for the express purpose of pumping their breast milk.
13. Unit A employees shall receive up to five (5), one per grading period, "paperwork" days free from supervision of students and all classroom responsibilities to complete IEPs, evaluations, progress reports, student reports cards etc. to be mutually scheduled between Unit A employee and supervisor. These days may be broken into half-day chunks.
14. Effective July 1, 2024, for ESY, the length of the school day will move from 7.5 to 6.5 hours. Also, every Friday will be a half day and employees may leave after the last student has left for the day.

PP. Sustainability Model

1. Every Unit A employee will be guaranteed sixty (60) minutes of preparation time per day built into their schedule at the Unit A employee's discretion if

paraprofessionals in the Unit A employee's classroom agree to assume the Unit A employee's classroom duties during the sixty (60) minute time block. If a Unit A employee is not assigned a paraprofessional, then the Unit A employee will meet with the Site Administrator/Teacher Leader under whom the Unit A employee spends the most time. That Site Administrator/Teacher Leader will make their best efforts to ensure this time is built into the Unit A employee's schedule.

2. All paraprofessionals shall have the option of signing up to participate in coverage for preparation time for Unit A employee(s) where the paraprofessional is assigned.
3. Any Paraprofessional willing to participate in this voluntary program shall receive an annual stipend in the amount of nine hundred (\$900.00) dollars for twelve (12) month employees and seven-hundred and fifty (\$750.00) dollars for ten (10) month employees, to be paid in two (2) equal installments two (2) times per school year with the first payment being made no later than November 15th and the second payment made no later than June 30th of any given year. In addition, participants' activities will be included in their professional development plans, and they will receive PDPs for their efforts.
4. Paraprofessionals must provide portfolios to document artifacts that substantiate participants' activities in the Sustainability Model. This portfolio will be viewed twice per school year by the educator's Site/Service Administrator(s) along with the rubric that was established by the Y Committee. Appendix D will contain the Sustainability rubric and sign-up form.

Q. Involuntary Transfers

1. SCEC and the SCEC Federation recognize that some transfer of employees is unavoidable due to the organization and service of SCEC.
2. Qualified volunteers shall be solicited and transferred before any involuntary transfers are made.
3. When transfers are made involuntarily, the Executive Director(s) shall consider the factors as described in Article T, Section 6, of this Agreement, but shall not be required to use the point system set forth in Article T, Section 6.
If it is determined, in the exclusive discretion of the Executive Director(s), that the above factors are substantially equal, the Executive Director(s) shall transfer the employee with the least seniority, as defined in Article T., Section 6.

R. Vacancies and Promotions

1. When vacancies occur in positions, notice of such positions shall be circulated by the Executive Director(s) to all Site/Service Administrator, and shall be posted for seven (7) days in each building in which SCEC employees are assigned. Outside advertising of the vacancy may also be done, in the exclusive discretion of the Executive Director(s). In an emergency and with the consent of the Union President(s), the necessity to post during July and August may be waived.
2. Qualifications, requirements, duties, and other pertinent information shall be set forth in the notice.
3. Any vacancy or promotion shall be open to all current, qualified employees and applications of qualified, current employees shall be reviewed.

4. In filling a vacancy or making a promotion, the Executive Director(s) will consider the qualifications of the applicants. The Executive Director(s) will also consider the factors as described in Article T, Section 6.
If it is determined by the Board or its designee that a current employee(s) is/are qualified as any outside applicant, then the most senior employee/applicant, as defined in Article T, Section 6, will be given preference.
Exclusive discretion for these decisions' rests with the Board and its designees, and these decisions shall not be arbitrary or capricious.
5. In filling vacancies beyond the regular work year, such as summer school, evening school, or federally funded programs, current employees will be given the same consideration as described above in this article.
6. All postings must have a closing date no more than twenty-one (21) calendar days from the date of the original posting unless otherwise agreed upon. Postings will be refreshed on a biweekly basis on any advertising sites and internal emails.
7. In cases where vacancies are filled by internal candidates, the employee will begin work at their new position no later than one (1) month from the closing date of the posting for that position, unless mutually agreed upon among the employee and administrator(s), to extend the time due to the needs of the program(s).

S. Evaluations

Evaluations conducted pursuant to the agreement between SCEC and the SCEC Federation are attached in the Appendix.

T. Term of Employment/Layoffs

1. The Board retains the right to determine the number of positions which are needed at SCEC. SCEC also retains the exclusive right, subject to the provisions of this Agreement, to layoff and recall employees.
2. Employment is dependent on annual enrollment of students and tuition payments received for such students. Therefore, the term of employment for employee without three (3) consecutive years of service, is on the basis of individual student enrollment and, at most, for one school year at a time. Appointments may be made for shorter periods of time as specified in an individual's employment contract.
3. For employees who have not completed three (3) consecutive years of service, employment in one (1) year is in no way a guarantee of employment for the following year. SCEC will make renewal or rehiring decisions on a year-to-year or as-needed basis. The Board will notify any employee not being renewed or rehired no later than May 15th of the school year in which the employee is employed.
Employees who have completed three (3) consecutive years of service shall not be suspended or terminated except for just cause. Just cause includes but is not limited to a lack of funds, a change in student enrollment, or a change in programs offered by SCEC.
4. During the first one hundred twenty (120) working days of an employee's first year of employment, the employee will be regarded as being on probationary status and may be the subject of disciplinary action, up to and including discharge, during that period by the Board or its designees. Probationary employees are not eligible to use any grievance or arbitration procedure.

5. In the event, in the judgement of the Board, layoffs need to occur for among other reasons, a lack of funds, a change in student enrollment, or a change in programs offered by SCEC, notice must be given in writing to the affected employees at least twenty-one (21) calendar days prior to the effective date of layoffs.
6. In determining the order in which employees who have been employed by the SCEC shall be laid off, the Executive Director(s) will consider the following factors and apply to each employee the points as described below:
 - a. Probationary employees shall be first.
 - b. All non-probationary employees with fewer than three (3) year experience will be next.
 - c. Effective July 1, 2021, seniority shall be defined as a continuous length of service in years, months, and days from the employee’s initial date of employment (not hiring) by SCEC. All twelve (12)-month employees shall earn 1.25 years of seniority for each year (111 days) of service. All ten (10)-month employees shall earn 1.00 year of seniority for each year (91 days) of service.
 - d. Effective July 1, 2021. Seniority shall continue to accrue during any time that an employee is on a paid leave (parental, administration leave) of absence. Seniority will not accrue while an employee is on unpaid leave (workman’s comp, discipline).
 - e. In the event SCEC needs to lay off a Unit B employee with three (3) or more years of service SCEC shall identify all possible employees within licensure classifications and lay off the employee with the least number of points according to the rubric below. The Parties intend the below rubric to satisfy the provisions of M.G.L. c. 71, s. 42 relative to reduction in force. If two (2) employees have the same number of points, said employees shall be considered equal and seniority shall be the determining factor. If it occurs that seniority is the same, then date of hire shall be the determining factor.
 - f. In the event the employee(s) with the lowest point level is targeted for layoff and holds more seniority than one or more other employees who hold the same certification(s), that employee targeted for layoff will have the opportunity to bump those with less seniority through the process of applying the rubric in T5 (d) above to determine which employee is targeted for layoff.

Unit B Employees	Point Amounts
Years of Total Employment	1.25 for 12 months
	1.00 for 10 months
Degrees (Highest Earned)	1 for Associates/Para Pro
	3 for Bachelor’s
	5 for Master’s
Credits Beyond Master’s	1 point per 6 credits

Endorsements	1 point for each State Recognized Endorsement
Professional Developments Hours (As of July 2021)	1 point for 1 hour of Documented PD
State Tests (MA & RI)	1 point for each test passed

7. The decision of the Executive Director(s) under Section 5 of this article, shall not be subject to the grievance or arbitration procedure, except that the failure of the Executive Director(s) to apply the procedure outlined in Section 5 of this article shall be subject to the grievance and arbitration procedure.
8. For Purposed of this article, discipline categories shall include:
 - a. General Instructional Paraprofessional (Paraprofessionals previously classified as Paraprofessional I or Paraprofessional II; including individual paraprofessionals and program professionals.)
 - b. Teaching Instructional Paraprofessional (Paraprofessionals previously classified as Paraprofessional III)

The discipline categories are subject to change based on the changing educational offerings and needs of SCEC. The Executive Director(s) will have exclusive discretion to determine discipline categories.

9. Persons who were employed by SCEC who has been laid off pursuant to this article shall, for **two (2) years** after the effective date of the layoff, at their option and upon written notification to the Executive Director(s), be place on a recall list. Those on the list shall be recalled by the Board for any new position vacancy which arises which they are qualified for and certified to fill. The order of recall will be determined in accordance with other provisions of this article. The Board will send recall notice by certified mail to the last address listed with SCEC by the employee.

Laid off employees shall be responsible for promptly notifying SCEC of any changes in their name, addresses, or availability for work. Failure to accept an offer of employment, in a position similar to that held, shall place the employee at the bottom of the recall list. Persons on the recall list who are offered a position will respond within three weeks of the date of the notice.

U. Resignation or Retirement

1. Bargaining unit employees intending to resign or retire shall notify the Executive Director(s), in writing, at least thirty (30) days prior to the date said action is to take effect.
2. Employees will not resign without due notice to the Administration to allow it a reasonable time prior to summer months for the hiring of a replacement. Whenever possible, the employee’s notification of resignation or retirement should be filed before February 1of the year in which it is to take effect. In order to be eligible for the retirement/severance benefit, the employee shall file the notification of retirement before February 1st of the year in which it is to take effect.

3. Retirement/Severance Benefit:

- a. Upon the retirement or death of an employee who has worked twelve (12) or more consecutive years for the collaborative, the employee shall receive a lump sum severance benefit according to the following:

- Effective July 1, 2011 - thirty-five percent (35%)

- Effective July 1, 2012 - thirty-eight percent (38%)

- Effective July 1, 2013 - forty percent (40%)**

- Of the employee's daily rate multiplied by the total sick leave accumulation upon the day of retirement or death.

- b. Payment shall be at the employee's latest established daily rate up to a maximum payment as follows:

- Effective July 1, 2011 - \$5,000

- Effective July 1, 2012 - \$5,500

- Effective July 1, 2024- \$10,000**

- In no event shall the aforementioned benefit exceed this figure.

- c. The Maximum accumulated sick leave accrual of this benefit to apply to retirement, layoff, or death shall be one hundred sixty (160) days. In the event of the death of an employee such monies shall be paid to his/her estate.

V. Personal Leave

The Executive Director(s) or their designee may grant ten (10) month employees up to four (4) days of paid personal leave per school year and twelve (12) month employees up to five (5) days of paid personal leave per school year for personal business that cannot be conducted outside of work hours including, but not limited to, family emergency, medical appointments, witness of a court hearing, real estate closing, and situations not covered by the bereavement leave provision.

Requests shall be submitted in writing to the Executive Director(s) no later than three (3) school days in advance of the requested time off. In the case of an emergency situation, the request should be made to the Executive Director(s) as soon as possible after the employee is aware of the emergency situation. If a court hearing lasts more than two (2) days, the Executive Director(s) or their designee may grant additional days. The Executive Director(s) or their designee will have discretion to decide all personal leave requests. This provision is not subject to the grievance or arbitration procedures.

Personal days, whether first or second, will not be granted on the last school day preceding and the first school day following the Thanksgiving, Christmas, winter and spring recesses; on any Friday preceding a week in which there is a Monday holiday, except as hereinafter provided. The Executive Director(s) may waive this requirement at the Executive Director(s) discretion in cases of extreme emergency. The Executive Director(s) may in the Executive Director(s) sole discretion grant a personal day on a day immediately preceding or following those days described in the preceding paragraph to those employees who have at least two (2) personal days remaining. The granting and use of such personal day shall be termed a premium personal day and shall count as the use of two (2) regular personal days.

Any Personal Day(s) not used by an employee will be rolled into that employee’s sick leave for the following year.

VV. Longevity

Longevity payments (established July 2015) will be made by November 15th of each year that an employee qualifies based on the employee’s date of hire according to the following:

<u>Years:</u>	
10-14	\$1,000
15-19	\$1,500
20-24	\$2,000
25-29	\$2,500
30-34	\$3,000
35+	\$3,500

In order to qualify for longevity payments/changes in any given year, employees must hit their anniversary date by October 15.

W. Duration

The terms of this Agreement will take effect on July 1, 2024 and will end on June 30, 2027. The terms of this Agreement may not be changed except by mutual consent in writing.

If either party requests, the contract may be reopened after year one (1) for the purpose of ESY matters only.

Negotiations on an Agreement to succeed this Agreement may be initiated by either party not earlier than October 1, 2026. If a Successor Agreement is not executed by June 30, 2027, the provisions of this Agreement will remain in effect until a new Agreement has been reached.

X. New Employees

Within three (3) working days, the administration shall notify the Union President(s) of any new Unit A or Unit B employee. (Union will handle all Union paperwork)

Y. Study Committee

A Study Committee comprised of up to four (4) members appointed by the Board representing management and up to four (4) members appointed by the Union representing the Union to be formed. The efforts of the Y Committee are informed by a commitment to fortify and strengthen sustainability through enhancing coherence, distributive leadership, deep leading, and deep learning throughout South Coast Educational Collaborative. Although this Committee may address a range of issues that impact the ability of SCEC employees to achieve their collective and individual professional growth, its major focus will be to discuss:

- Prep Time Schedule

- Duty Free Lunch
- Evaluation Process and Tool for Unit B
- Definitions of paraprofessional levels
- Promotion of Collaborative Brand
- Yearly salary adjustments
- Add/Drop steps for salary scales
- Development of Continuous Professional Learning Activities and Opportunities
- Monitoring the effectiveness of use of sick time during ESY
- Process for filling vacancies

Recommendations to the Study Committee throughout the term of this Agreement will only be implemented when ratified by both the Board and the Union.

Z. Summer/Unpaid Time Off Scheduling

Effective for the second year and third contract year, summer time-off and unpaid flex time shall be submitted no earlier than April 1st of the prior fiscal year and no later than April 15th of the prior fiscal year, by email to the program site/service administrator(s)/scheduler. Employees will be notified by May 15th whether or not the request has been approved. Approval is subject to student and staffing numbers.

Long term vacation planning (I.e., long term family vacations, honeymoons, etc.) shall be communicated to the Site Administrator/Teacher Leader and shall be considered on a case-by-case basis. During a staff meeting beginning April 15th, Site Administrator/Teacher Leaders shall discuss conflicts to fairly determine time off during the summer programs.

Ten-month (10) employees may request up to two weeks of unpaid leave.

Twelve-month (12) employees may request up to four weeks of unpaid leave.

Request can be made for between one (1) and twenty (20) unpaid leave days.

Request for unpaid leave can be added to any approved leave of absence (such as but not limited to parental leave).

Employees will not be penalized for adding requests for unpaid leave to vacations or holidays.

If requesting four (4) weeks leave – no less than three (3) months ninety (90) days' notice. If requesting three (3) weeks leave – no less than two (2) months (60) days' notice. If requesting one (1) or two (2) weeks leave – no less than one (1) month (30) days' notice. If requesting less than five (5) days leave – no less than five (5) days' notice.

No more than two (2) employees who work at the same program site can take the same week.

If two (2) employees from the same program request the same week and the requests are received the same day, the most senior employee will be granted the week.

No explanation is needed to be granted time without pay.

Responses to leave requests should be returned to the employee within ten (10) school days of submission.

During the months of July and August an employee can take a maximum of two (2) consecutive weeks at a time unless time off involves job sharing.

ZZ. Unit “B” Salary Schedule

See Appendix A, Appendix B, and Appendix C

Appendix A

Paraprofessional I									
		2023-2024		2024-2025		2025-2026		2026-2027	
	Step	10 Month	12 Month	10 Month	12 Month	10 Month	12 Month	10 Month	12 Month
	1	18,205	22,206	18,751	22,872	19,471	23,215	20,229	23,563
	2	19,411	23,677	19,993	24,388	20,761	24,753	21,569	25,125
	3	20,613	25,143	21,231	25,898	22,046	26,286	22,905	26,680
	4	21,831	26,629	22,485	27,427	23,349	27,839	24,258	28,256
	5	23,029	28,091	23,720	28,933	24,631	29,367	25,590	29,808
	6	24,231	29,557	24,958	30,443	25,916	30,900	26,925	31,363
	7	25,435	31,025	26,198	31,956	27,204	32,436	28,263	32,922
	8	26,639	32,494	27,439	33,469	28,492	33,971	29,601	34,481
	9	27,841	33,960	28,677	34,979	29,777	35,504	30,937	36,036
	10	28,516	34,784	29,372	35,827	30,499	36,365	31,687	36,910
	11	29,207	35,626	30,083	36,695	31,238	37,245	32,454	37,804
	12	30,203	36,841	31,109	37,946	32,303	38,515	33,561	39,093
Advanced Study									
Associate's Degree		1,081	1,152	1,114	1,187	1,156	1,205	1,201	1,223
Bachelor's Degree		1,297	1,437	1,336	1,480	1,387	1,502	1,441	1,525
Master's Degree		1,530	1,721	1,576	1,773	1,636	1,799	1,700	1,826
No Child Left behind Pathways 2& 3		858	891	884	917	917	931	953	945
(48) Hours of Undergraduate Credit		993	1,050	1,023	1,081	1,062	1,097	1,103	1,114
Master's Plus 30 Hours of Graduate Credit		1,767	2,008	1,820	2,068	1,889	2,099	1,963	2,131
Medical License			1,907		1,964		1,993		2,023
Unified Coaches - \$400 per activity									
Facilitator Levels									
	Amount								
Mini Facilitator	4,000								
Facilitator	6,203								
Senior Facilitator	8,064								
Senior + Mini Facilitator	12,064								
Dual Facilitator	12,406								
Coordinator	13,064								
Senior Coordinator	17,137								
Coordinator + Facilitator	19,267								
Administrative Liason	24,128								

Appendix B

Paraprofessional II											
		2023-2024		2024-2025		2025-2026		2026-2027			
	Step	10 Month	12 Month	10 Month	12 Month	10 Month	12 Month	10 Month	12 Month		
	1	21,980	26,810	22,639	27,615	23,508	28,029	24,423	28,449		
	2	23,448	28,602	24,152	29,460	25,079	29,902	26,055	30,350		
	3	24,914	30,389	25,661	31,301	26,646	31,771	27,684	32,247		
	4	26,385	32,184	27,176	33,149	28,220	33,646	29,318	34,151		
	5	27,705	33,794	28,536	34,807	29,631	35,329	30,785	35,859		
	6	29,034	35,416	29,905	36,478	31,053	37,025	32,263	37,581		
	7	30,360	37,032	31,271	38,143	32,471	38,715	33,735	39,296		
	8	31,678	38,641	32,629	39,800	33,881	40,397	35,201	41,003		
	9	33,005	40,259	33,995	41,467	35,300	42,089	36,675	42,720		
	10	33,812	41,243	34,827	42,481	36,163	43,118	37,572	43,765		
	11	34,638	42,251	35,677	43,519	37,047	44,171	38,490	44,834		
	12	35,821	43,694	36,896	45,005	38,312	45,680	39,804	46,365		
Advanced Study											
Associate's Degree		1,081	1,152	1,114	1,187	1,156	1,205	1,252	1,223		
Bachelor's Degree		1,297	1,437	1,336	1,480	1,387	1,502	1,561	1,525		
Master's Degree		1,530	1,721	1,576	1,773	1,636	1,799	1,870	1,826		
No Child Left behind Pathways 2& 3 (48) Hours of Undergraduate Credit		858	891	884	917	917	931	967	945		
Master's Plus 30 Hours of Graduate Credit		1,767	2,008	1,820	2,068	1,889	2,099	2,181	2,131		
Medical License			1,907		1,964		1,993		2,023		
Unified Coaches - \$400 per activity											
Facilitator Levels											
	Amount										
Mini Facilitator	4,000										
Facilitator	6,203										
Senior Facilitator	8,064										
Senior + Mini Facilitator	12,064										
Dual Facilitator	12,406										
Coordinator	13,064										
Senior Coordinator	17,137										
Coordinator + Facilitator	19,267										
Administrative Liason	24,128										

Appendix C

Paraprofessional III									
	2023-2024			2024-2025		2025-2026		2026-2027	
	Step	10 Month	12 Month	10 Month	12 Month	10 Month	12 Month	10 Month	12 Month
	1	30,064	36,671	30,966	37,772	32,155	38,338	33,407	38,913
	2	31,773	38,756	32,726	39,919	33,982	40,518	35,306	41,125
	3	33,479	40,837	34,483	42,062	35,807	42,693	37,201	43,333
	4	35,180	42,912	36,235	44,199	37,626	44,862	39,091	45,535
	5	36,878	44,983	37,984	46,332	39,442	47,027	40,978	47,732
	6	38,582	47,062	39,740	48,474	41,265	49,201	42,872	49,939
	7	40,293	49,149	41,502	50,623	43,095	51,383	44,773	52,154
	8	41,997	51,227	43,257	52,764	44,917	53,555	46,666	54,358
	9	43,698	53,302	45,009	54,901	46,737	55,724	48,556	56,560
	10	44,767	54,606	46,110	56,245	47,881	57,088	49,745	57,945
	11	45,868	55,949	47,244	57,628	49,058	58,492	50,968	59,369
	12	47,446	57,874	48,869	59,610	50,745	60,504	52,721	61,412
Advanced Study									
Associate's Degree		1,081	1,152	1,114	1,187	1,156	1,205	1,201	1,223
Bachelor's Degree		1,297	1,437	1,336	1,480	1,387	1,502	1,441	1,525
Master's Degree		1,530	1,721	1,576	1,773	1,636	1,799	1,700	1,826
No Child Left behind Pathways 2& 3		858	891	884	917	917	931	953	945
(48) Hours of Undergraduate Credit		993	1,050	1,023	1,081	1,062	1,097	1,103	1,114
Master's Plus 30 Hours of Graduate Credit		1,767	2,008	1,820	2,068	1,889	2,099	1,963	2,131
Medical License			1,907		1,964		1,993		2,023
Unified Coaches - \$400 per activity									
Facilitator Levels									
	Amount								
Mini Facilitator	4,000								
Facilitator	6,203								
Senior Facilitator	8,064								
Senior + Mini Facilitator	12,064								
Dual Facilitator	12,406								
Coordinator	13,064								
Senior Coordinator	17,137								
Coordinator + Facilitator	19,267								
Administrative Liason	24,128								

Appendix D

Sustainability Model Stipend

To designate School Year, please write in the appropriate fiscal year: _____

Paraprofessional's Name: _____

Classroom Teacher's Name: _____

Supervisor's Name: _____

Characteristics Checklist

1. Every Unit A employee will be guaranteed 60 minutes of preparation time per day built into his/her schedule at the Unit A employee's discretion if paraprofessionals in the Unit A employee's classroom agree to assume the Unit A employee's classroom duties during the 60-minute time block. If a Unit A employee is not assigned a paraprofessional, then the Unit A employee will meet with the supervisor under whom the Unit A employee spends the most time. That supervisor will make his/her best efforts to ensure this time is built into the Unit A employee's schedule.
2. All paraprofessionals shall have the option of signing up to participate in coverage for preparation time for Unit A employee(s) where the paraprofessional is assigned.
3. Any Paraprofessional willing to participate in this voluntary program shall receive an annual year-end stipend in the amount of nine hundred (\$900.00) dollars for twelve-month employees and seven-hundred and fifty (\$750.00) dollars for ten-month employees, to be paid in two (2) equal installments two (2) times per school year with the first payment being made no later than November 15 and the second payment made no later than June 30 of any given year. In addition, participants' activities will be included in their professional development plans, and they will receive PDPs for their efforts.
4. Paraprofessionals must provide portfolios to document artifacts that substantiate participants' activities in the Sustainability Model. This portfolio will be viewed twice per school year by the educator's Service/Site Administrator. A checklist was developed by the Y Committee.
5. Activities/Lessons will be agreed upon by the paraprofessional and the teacher.

Participating Paraprofessional

Classroom Teacher

Supervisor

Executive Director

*Note: All paraprofessionals shall have the option of signing up to participate in coverage as preparation time for the teachers(s) where the paraprofessional is assigned

Paraprofessional _____
Teacher(s) _____.



Sustainability Portfolio Checklist

First Half: July-November

Plan: The teacher/paraprofessional has discussed and agreed upon a plan for the first half of the school year.

Paraprofessional

Teacher

Portfolios are due to the Service/Site Administrator by the **FIRST Monday in November.**

12-month employees July – November – No less than 36 days of participation

10-month employees September – November – No less than 22 days of participation

Portfolio Contents

**Monthly Calendar with date/time/topic of lesson
2 – 4 supporting artifacts per month (e.g., lesson, explanation, sample, picture, student work sample)**

Comments:

First Half:

Service/Site Administrator Signature

Date reviewed

Sustainability Portfolio Checklist

Second Half: November- June

Plan: The teacher/paraprofessional has discussed and agreed upon a plan for the second half of the school year.

_____ **Paraprofessional**

Teacher

Portfolios are due to the Service/Site Administrator by the **SECOND Monday in June.**

12-month employees November – June – No less than 60 days of participation

10-month employees November – June – No less than 60 days of participation

Portfolio Contents

Monthly Calendar with date/time/topic of lesson

2 – 4 supporting artifacts per month (e.g., lesson, explanation, sample, picture, student work sample)

Comments:

Second half:

Service/Site Administrator Signature

Date reviewed

Employee Signature

Date reviewed

SIGNATURES

IN WITNESS WHEREOF, the parties of the agreement have caused these presents to be executed by their agents hereto duly authorized and their seals affixed hereto this 30th DAY OF June 2024.

Effective Date: July 1, 2024

Signature for the SCEC Federations
Local, 4637, AFT Massachusetts,
AFT, AFL-CIO

Signatures for South Coast
Educational Collaborative

DocuSigned by:
Kimberly Botelho / 7/1/2024

Kimberly Botelho
Union President
Date

DocuSigned by:
David R Heimbecker 7/1/2024

David R. Heimbecker
Executive Director
Date

Signed by:
Jeffrey Schoonover 7/1/2024

Jeffrey Schoonover
Chair, Board of Directors
Date