

**MEMORANDUM OF AGREEMENT (MOA)
BY AND BETWEEN THE
WACHUSETT REGIONAL SCHOOL DISTRICT SCHOOL COMMITTEE (WRSD)
AND THE
WACHUSETT REGIONAL PARAPROFESSIONALS, TEAMSTERS, Local 170**

June 13, 2022

Subject to ratification by their principals, the Negotiating Subcommittees of WRSD School Committee and the WRSD Paraprofessional Bargaining Unit, represented by the Teamsters, Local 170, have negotiated a collective bargaining agreement for the period covering July 1, 2021 through June 30, 2024.

Except to the extent referenced in this MOA, the terms of the collective bargaining agreement, covering the period July 1, 2020 through June 30, 2021 will remain in full force and effect and will be contained within the resultant successor bargaining agreement referenced herein. The following represent the negotiated changes to the collective bargaining agreement, which expired on June 30, 2021. The successor contract will have the date references changed where appropriate to reflect the term of the new contract. It is expressly understood that the members of both parties bargaining teams will recommend that their principals ratify the terms of this MOA.

The parties agree that the terms and conditions set forth below will be more specifically detailed in a three-year collective bargaining agreement by and between the WRSD and the Teamsters Union, Local 170 (Paraprofessionals.) (Note: The bold *italicized* text is the new text.)

ARTICLE 3 – HOURS AND CONDITIONS OF WORK

Add the following to the end of section 3.14:

***“Paraprofessionals will be allowed to leave work on three of the five annual student early release days occurring throughout the school year, at the time students are released on those days. The Paraprofessionals will work the entire day on the other two annual student early release days and will attend professional development after the students are released. The Director of Special Education, or their designee, will notify the Paraprofessionals – at the time the professional development schedule is set up for the year – which student early release days the Paraprofessionals will need to remain at work to attend professional development. The two professional development days attended by Paraprofessionals shall occur on the first two student early release days occurring during any particular school year.*”**

3.13 Replace “Section 5.0” with “Section 3.12.”

ARTICLE 4 – SICK LEAVE

Revise Section 4.1 to read as follows:

“Effective July 1, 2022, each Paraprofessional employed by the District shall be awarded twelve (12) sick days per year, on July 1”, such time to be cumulative to a maximum of one hundred eighty (180) days. It is expressly understood that sick days may not be used during the summer and that they may only be used during the school year.”

Add the following to the end of Section 4.1:

“Sick days may be taken in full days or half days.”

ARTICLE 6 – OTHER LEAVES

6.3 Revise section to read:

“Effective July 1, 2022, In the event of the death of an aunt, uncle, niece or nephew, the Paraprofessional shall be granted two (2) bereavement days at full pay, per event.”

ARTICLE 8 – SENIORITY

Revise Section 8.3 to read:

“8.3 Recall: Any Paraprofessional laid off under provisions of this Article shall be entitled to recall as positions for which they are qualified become available for a period of up to two (2) years.”

ARTICLE 12 – SALARY

12.7 Salary Schedule. The following salary schedule shall replace what is presently in the collective bargaining agreement and shall be paid retroactive to July 1, 2021.

	FY '21 (current pay)	FY '22 (4% increase) <u>7/1/21</u>	FY '23 (2% increase) <u>7/1/22</u>	FY '24 (2% increase) <u>7/1/23</u>
Steps				
1	\$14.25	\$14.82	N/A	N/A
2	\$15.00	\$15.60	\$15.91	\$16.23
3	\$15.64	\$16.27	\$16.59	\$16.92
4	\$16.98	\$17.66	\$18.01	\$18.38
5	\$17.49	\$18.19	\$18.55	\$18.92
6	\$18.01	\$18.73	\$19.11	\$19.49
7	N/A	\$19.29	\$19.68	\$20.07
8	N/A	N/A	N/A	\$20.67
10 Year	\$18.51	\$19.79	\$20.18	\$21.17
20 Year	\$19.26	\$20.54	\$20.93	\$21.92

Note: While one step is being added in FY '22 and another is being added in FY '24, and while one step is being deleted in FY '23, the steps are not being renumbered and in no event will a Paraprofessional receive a two-step increase in any given year of the collective bargaining agreement as a result of steps being added/deleted, or otherwise. Rather, employees will simply move up one step, if any, each year of the bargaining agreement as if no steps had been deleted. By way of illustration, if an employee is on Step 1 in FY '21 earning \$14.25, that employee will move to Step 2 in FY '22 and will earn \$15.60 per hour. That employee will then move to Step 3 in FY '23 and will earn \$16.59 per hour. In FY '24, that same employee will then move to step 4 and earn \$18.38.

Revise Section 12.10 to read as follows:

“Retroactive to July 1, 2021, a Paraprofessional who has successfully completed and received an Associate of Arts (AA) degree from an accredited Junior College or Community College or who is deemed as a “Highly Qualified” Instructional Paraprofessional as defined by the No Child Left Behind Act of 2001, shall receive an additional educational stipend of \$0.50 per hour over their rate in 12.7 above.”

Revise Section 12.11 to read as follows:

“Retroactive to July 1, 2021, a Paraprofessional who has successfully completed and received a Bachelor of Arts or a Bachelor of Science (B.A./B.S.) degree from an accredited College or University shall receive an additional education stipend of \$0.75 per hour over their rate in 12.7 above.”

ARTICLE 16 – TRAINING REIMBURSEMENT

The parties’ bargaining teams agreed to review the district’s policy on travel/training and work collaboratively to determine what, if any, portions of that policy to include in this collective bargaining agreement. The parties will focus on duty free lunch, mileage for work travel (excluding commuting travel which shall not receive a mileage reimbursement), payment for tolls and parking to attend trainings. Any agreements reached by the parties on these topics/items will be memorialized in a side letter agreement.

Add the following new section to the end of current Article:

16.3 Paraprofessionals shall not be required to create any lesson plans for students.

ARTICLE 19 – PARAPROFESSIONALS AS SUBSTITUTES

Revise second sentence in Section 19.1 to read:

“Effective on first day of school for the 2022-2023 school year, for the period of said assignment, the Paraprofessional’s hourly rate shall be adjusted by an additional \$9.00 per hour or shall be paid the hourly substitute teacher daily rate currently paid by the District, whichever is greater. For purposes of computing substitute pay, any substitution over 15 minutes in

length shall trigger the payment of one hour of substitute differential. For example, an employee who substitutes for 15 minutes will be paid one hour of the substitute differential. Similarly, if an employee substitutes for 1 hour and 15 minutes they shall receive two hours of the substitute differential. However, if a Paraprofessional only substitutes for 14 minutes they will not receive a substitute differential. Similarly, a Paraprofessional who substitutes for one hour and 14 minutes will only receive one (1) hour of substitute differential.”

Revise/insert third through fifth sentences in Section 19.1 to read:

“Effective on the first day of school for the 2022-2023 school year, Paraprofessionals assigned to monitor a classroom of students when there is no teacher present, shall receive an additional \$9.00 per hour substitute pay for every hour he or she monitors the classroom. If there is more than one (1) Paraprofessional in a classroom, the substitute/monitor duties will be assigned on a rotating basis. Any Paraprofessional who normally supervises students independently as part of their normal duties, high school monitors for example, are not entitled to this stipend.”

Add the following (new) section, Section 19.3.

“19.3 Retroactive to July 1, 2021, whenever a Paraprofessional is assigned to, is substituting for, or oversees students normally assigned to an ABA/PA, the Paraprofessional shall receive an additional \$5.00 per hour.”

ARTICLE 21 – TUTORING (new)

Add the following new Article to the collective bargaining agreement:

“ARTICLE 21 – TUTORING

Retroactive to July 1, 2021, when a member of the bargaining unit performs the duties of a tutor before or after their work hours, the member of the bargaining unit shall be paid at a rate of no less than twenty-five dollars (\$25) per hour for those services. If a member of the bargaining unit has a current Massachusetts Teacher Certification on file at the District’s office, the member of the bargaining unit shall be paid at a rate of no less than thirty-five dollars (\$35) per hour for tutoring that occurs before or after their work hours.”

ARTICLE 22 – MISCELLANEOUS

Add the following new Article to the collective bargaining agreement:

“ARTICLE 22 – MISCELLANEOUS

22.1 Seniority List.

“The Union may request in writing, not more than once per month, a list of all bargaining unit members’ seniority. Any request so made will be responded to within ten (10) school days of the request. Any requests that are made during the summer months when school is not in

session need not be responded to until school commences in full and the ten (10) school day response clock resumes.

ARTICLE 34 – DURATION

Revise first paragraph to read as follows:

“This Agreement shall become effective on July 1, 2021 and shall remain in full force and effect through June 30, 2024, unless either party notifies the other party prior to February 1, 2024, or any February 1” thereafter of its desire to terminate or modify this Agreement.”

Please note: Unless otherwise specified herein, all increases in employee wages, benefits, or other forms of compensation shall be paid retroactive to July 1, 2021, as applicable.

WACHUSETT REGIONAL SCHOOL DISTRICT SCHOOL COMMITTEE
By its duly authorized bargaining team member



Scott Runstrom

Date: 6/13/2022

WACHUSETT PARAPROFESSIONALS, TEAMSTERS UNION, LOCAL 170
By its duly authorized bargaining team member



Date: 6/13/22



Sherrie Haber / Date
School Committee Chair

6/28/22

**Wachusett Regional School District and Teamsters
Local 170 -Paraprofessionals
Memorandum of Agreement COVID-19 Plan for School Year 2020-2021**

Pursuant to the provisions of Chapter 150E of the General Laws of Massachusetts, this Memorandum of Agreement is made and entered into by the Wachusett Regional School Committee (hereinafter, "Committee" or "District") and the Teamsters Local 170 - Paraprofessionals (hereinafter, "Union").

The Department of Elementary and Secondary Education (DESE) advisory on reopening released on June 25, 2020, requires Districts to develop three (3) plans to educate students, including plans for all remote, hybrid and in-person learning. To that end, the District and the Union jointly agree to this Memorandum of Agreement (MOA) for the school year 2020-2021.

The terms of this Memorandum of Agreement shall not negate or alter the terms of the Collective Bargaining Agreement. The terms of this Memorandum of Agreement are designed to mitigate the issues and conditions brought forth by the COVID-19 pandemic and shall not be construed to affect the negotiations and resulting successor Collective Bargaining Agreement in effect at the time.

Therefore, the Wachusett Regional School District and the Local 170 Teamsters - Paraprofessionals hereby agree to the following:

Section A: Employee Safety, Illness, & Absentee Procedures

The District and Union agree that it is for the mutual benefits of the community and the members of the Union to take preventative measures to combat infection and mitigate personal risk.

1. The District and the Union mutually agree to encourage members who are showing symptoms of COVID-19, exposed to COVID-19, or are so advised by their medical providers, to remain home and seek medical treatment as necessary. Such encouragement will be sent via email and posted in common areas.
2. For the duration of this agreement, staff produce documentation for COVID related issues in accordance with FFCRA.
3. The District will provide the following temporary benefits under the Families First Coronavirus Response Act ("FFCRA") which expires on December 31, 2020.

A. An employee unable to work for reasons related to COVID-19, the employee is eligible for up to two weeks of emergency paid sick leave ("EPSL") based on the employee's regular rate of pay at:

March 16, 2021

i. 100% pay if an employee is: a) subject to a Federal, State or local quarantine or isolation order related to COVID-19; b) has been advised by a health care advisor to self-quarantine due to concerns related to COVID-19; or c) has symptoms of COVID-19 and is seeking a medical diagnosis.

ii. Two weeks (up to 80 hours) of paid sick leave at two-thirds of your regular rate of pay up to \$200 per day if an employee is required to care for an individual who a) is subject to a Federal, State or local quarantine or isolation order related to COVID-19; b) has been advised by a health care advisor to self-quarantine due to concerns related to COVID-19. The employee may use .5 of a sick day, per day, of his/her accrued sick time for each day the employee is out and receiving the FFCRA benefit.

iii. Up to an additional 10 weeks of paid expanded family medical leave at two thirds of of the employee's regular rate of pay up to \$200 per day if an employee is required to care for a son or daughter when his/her school or place of care is closed (or childcare provider is unavailable) due to COVID-19 precautions or to care for an adult son or daughter who has a mental or physical disability and is incapable of self-care because of that disability. The employee may use .5 of a sick day, per day, of his/her accrued sick time for each day the employee is out and receiving the FFCRA benefit.

B. An employee will be eligible for up to 12 weeks of Expanded Paid Family and Medical Leave to care for a son or daughter 18 years of age or under if the child's school or place of care has been closed (or childcare provider is unavailable) due to COVID-19, or to care for an adult son or daughter who has a mental or physical disability and is incapable of self-care because of that disability.

i. The employee shall be entitled to $\frac{2}{3}$ of the employee's regular rate of pay for a total of ten weeks up to a maximum of \$200 per day.

ii. At the employee's discretion, this time need not be consecutive days. The time may be taken intermittently provided the employee and the building principal agree.

C. The FFCRA ends on December 31, 2020. In the event that the Federal or State government implements a different benefits program in regards to leave, the parties agree to bargain over those programs.

4. The Paraprofessional evaluation instrument shall be modified for the 2020-2021 school year only.

We recognize that remote and hybrid models can present some challenges and limitations, and very different ways of teaching and learning. Paraprofessionals and students will have to utilize new skills and strategies in order to be successful in these new environments. Evaluators will take this into consideration when assessing an employee's performance.

Paraprofessionals will be notified at least thirty (30) days in advance of any changes in performance evaluations. Evaluations will not be based upon connectivity, equipment deficiency, or networking issues.

5. Subject to state and federal law, the District will share with the Union non-confidential information in its possession relating to confirmed cases of COVID-19 which occur in a Wachusett Regional School District employee or student.

6. The School Committee and the District agree to provide notification of school reopening (or recall to an in-person model for specific staff members) at least two weeks in advance of the remote to hybrid reopening recall.

7. The District will provide all appropriate PPE to bargaining unit members in order to perform their duties, especially if it becomes necessary for the paraprofessional to be less than 6 feet from the student. This PPE includes, but is not limited to, face shields, Plexiglass dividers, masks (including KN95/N95 masks when a student presents with COVID symptoms), gowns, gloves, face shield cleaners, hand sanitizer, and cleaning supplies. An individual should notify a building principal of any requests for additional PPE.

8. The Covid rooms within each school in the district shall be for the safety of the students and staff. The building principal or his/her designee may assign a member to the Covid room. The member shall be provided with an KN95 N95 mask and a face shield. Where possible the member shall be permitted to remain outside the Covid room while monitoring the student(s). A member who escorts a student suspected of having Covid to the nurse's office will receive an additional \$2.00 for one hour. A member who is assigned to the Covid room will receive an additional \$2.00 per hour for all hours worked that day.

9. Paraprofessionals will continue with past practices for cleaning and disinfection practice if applicable. Paraprofessionals will not be required to perform cleaning or disinfecting procedures in any new manner than what they did prior to COVID (varies according to grade and developmental level). Any cleaning responsibilities that are typically the responsibility of the custodians will be referred to the custodians.

Section B: Compensation

1. Paraprofessionals working other positions within the District may continue to be paid these stipendiary or other related positions.
2. The stipend for toileting of students will increase to (\$1.25) per hour per day for the paraprofessional.
3. Effective upon the execution of this agreement, the stipend for teacher substitute coverage will increase to \$7.00 per hour per day. In addition, paraprofessionals who are assigned to monitor a classroom of students when there is no teacher present, will be eligible for substitute pay of \$7.00 per hour per day. If there is more than one paraprofessional in the classroom, the substitute duties will be assigned on a rotating basis. Any paraprofessionals who normally supervise students independently as part of their normal duties, high school monitors, for example, are not entitled to this stipend.
4. The stipend for any time a paraprofessional escorts a student to the Covid room will be \$2.00 per hour. If the paraprofessional must stay with a student in the Covid room, the paraprofessional will be paid \$2.00 per hour for all hours worked that day.

Section C: WRSD Learning Plan

1. In the event of illness and/or unavailability, Paraprofessionals shall follow normal building procedures when accessing sick or personal time.
2. Employees shall not be required to perform or plan for learning using their own personal computers, phones, or other devices. All requirements of Article 3.6 will be met.
3. All HVAC systems throughout the district have been inspected by an outside vendor prior to opening the buildings to staff to ensure the air quality and air exchange systems continue to meet the expectations for a safe reopening. All reports from the outside vendor shall be provided to the Union upon completion. During the first two weeks following students return to the building, based on the phased reopening plan, the WRSD will test all frequently used spaces of the schools consistent with the aforementioned expectations for a safe reopening. The district shall purchase and maintain CO2 monitors in each building. CO2 testing will occur throughout the year in all buildings and results will be shared with the Union. A log of CO2 levels will be kept in each building. In the event that a staff member has concerns about the indoor air quality of the space where they are assigned to work within the school, they shall notify building administration of their specific concern. Administration will then consult with the

facilities director to document and investigate the concern and implement a safe and appropriate solution within five (5) school days. A log will be maintained of inspections, upgrades, repairs, and filter changes. All logs will be accessible by the Union.

4. Cleaning protocols will be provided to all bargaining unit members prior to re-entry to the physical school buildings.

5. The Union and District understand and acknowledge that remote and hybrid education may consume a regular full work day for employees. All paraprofessionals shall be paid for hours historically as a part of their school day.

COVID PLAN Sept. 1 – Jan. 19, 2021 Employees are scheduled to work within the window of 8-3:00. The number of hours will be determined by the individual assignment letter dated August 2020. If an employee is required to work beyond the hours on the assignment letter, the employee must inform the building principal. Any additional hours, beyond the assignment letter that are worked, are subject to payment under state law and the collective bargaining agreement.

If mutually agreed upon between the principal and the employee, the employee may choose to work remotely away from the physical school building for a portion of the day that their assigned student(s) is/are learning remotely.

6. On January 19th, 2021 all students will transition to a hybrid model of learning. Per a vote by the School Committee on November 17, 2020, Remote Learning has been extended and Hybrid Learning will resume no earlier than January 19, 2021. The school hours will revert to the typical building schedules prior to COVID. When students that the paraprofessional is assigned to are in the buildings for in-person services or hybrid services, the paraprofessional is expected to be in the building. When the students that the paraprofessional is working with are remote and remote services are appropriate, the paraprofessional may work from the school building or may work from home with the approval of the building principal. Employees not required to perform part of such work outside of the employee's regular work hours.

7. The District shall inform parents that recording of any online synchronous enrichment meeting or activity is prohibited for the mutual protection of student and member privacy in accordance with M.G.L. An email will go out to all students and their parents/guardians requiring an electronic signature stating that they have read, understand and agree to no recordings of classes, meetings, or activities.

8. For the start of the 2020-2021 school year, the parties shall continue to negotiate over the Wachusett Regional School District Reopening Plan 2020-2021. Once the parties reach an agreement on the plan, the agreement shall be ratified by the parties.

March 16, 2021

9. The District shall provide all PPE and training on the use of the PPE, necessary for the paraprofessionals to perform their responsibilities.

10. All members who are positive or asymptomatic from close contact with a COVID positive individual during school hours in our District will have the option to work remotely from home if remote work is available during quarantine and will not be charged sick days for the period of taking and receiving any test results or for the period of quarantine.

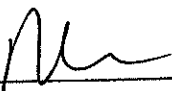
Section D: No Precedent

The Parties agree that this agreement sets no precedent or past practice and shall not be used in any proceeding except one to enforce its terms.

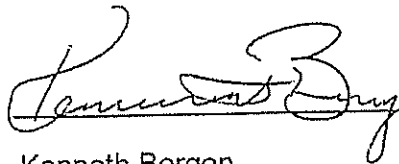
Section E: Duration of Agreement

Unless explicitly outlined above, all provisions of the Collective Bargaining Agreement (CBA) shall remain in full force and effect. This agreement shall remain in full force and effect for the duration of the 2020-21 school year. Any modifications to this agreement shall be reduced to writing and executed by the parties.

Dated: This 19 of March 2021



Darryll McCall, Ed.D.
Superintendent of Schools
Wachusett Regional Schools


_____ 3/19/21

Kenneth Bergen
Business Agent, Local 170 Teamsters

**Wachusett Regional School District
and the
Teamsters Local 170- Paraprofessionals
Memorandum of Agreement
COVID-19 Closure**

Pursuant to the provisions of Chapter 150E of the General Laws of Massachusetts, this Memorandum of Agreement is made and entered into by the Wachusett Regional School District (hereinafter, "District") and the Teamsters Local 170- Paraprofessionals hereinafter, ("Paraprofessionals").

WHEREAS, in connection with the public health emergency associated with the COVID-19 outbreak, Massachusetts Governor Charlie Baker has declared a suspension of school operations for educational purposes, resulting in the closure of all schools in the Wachusett Regional District for the remainder of the school year (through June 12, 2020), (June 15, 2020 for Mountview Middle School);

Therefore, the Wachusett Regional School District and the Paraprofessionals hereby agree to the following:

Section A: Employee Safety, Illness, & Absentee Procedures

The District and the Paraprofessionals agree that it is for the mutual benefits of the community and the Paraprofessionals to take preventative measures to combat infection and mitigate personal risk.

1. The District and the Paraprofessionals mutually agree to encourage members who are showing symptoms of COVID-19, exposed to COVID-19, identify themselves as high-risk as defined by the Centers for Disease Control and Prevention, or are so advised by their medical providers, to remain home and seek medical treatment as necessary. Such encouragement will be sent via email and posted in common areas.
2. For the duration of this agreement, staff will not be required to produce documentation of illness from a medical provider.
3. In accordance with the Families First Coronavirus Response Act an employee who is unable to work because of a bona fide need to care for a child whose school or child care provider is closed for reasons related to the COVID-19, the employee may receive two weeks of paid sick leave at the employee's regular rate of pay. In addition, an employee who has been employed for thirty calendar days is entitled to up to an additional ten (10) weeks of paid expanded family and medical leave at two-thirds the employee's regular rate of pay to a maximum of \$200 a day;

4. The District shall hold harmless any employee for performance or productivity for any time lost due to school, building, office, or District closing. Use of the Evaluation System is suspended for the duration of the school closure period, and all timelines and dates shall be adjusted based upon the duration of school closure. Probationary employees shall have the days of closure count towards the requirement of completing the probationary period and achievement of full non-probationary employment.

5. Subject to state and federal law, the District will share with the Paraprofessionals non-confidential information in its possession relating to confirmed cases of COVID-19 which occur in a Wachusett Regional School District employee or student.

Section B: Compensation

1. During the suspension of school operations for educational purposes through June 12, 2020, (June 15, 2020 for Mountview Middle School), employees who are ready and available for work shall continue to be paid their full regular annual salary according to the regular payment schedule, and there shall be no deduction of pay for any of the days of the temporary school closure. Employees enrolled in the District's health plans shall continue to receive benefits through those plans without interruption or reduction of any benefits.

Section C: Remote Learning Duties

1. During the suspension of school operations for educational purposes through June 12, 2020, (June 15, 2020 for Mountview Middle School) employees will adhere to the model of Remote Learning provided to all families by District administration. Such remote learning educational days will count as work days under the Collective Bargaining Agreement between the District and the Paraprofessionals. The sum of remote learning educational days and in-person work days shall not exceed the regular contractual work year of 180 days.
2. In the event of illness and / or unavailability, Paraprofessionals shall notify their building principal via email of the anticipated duration of illness/unavailability to the extent possible.
3. Paraprofessionals agree to respond to professional email through the WRSD email system in a timely fashion, and no later than two work days of receipt, provided that the member is well and not caring for members of their family who are sick.
4. Members of the Paraprofessionals group agree to work with their building Principal and administration on the following:

- Check in with Teachers as needed to see how they can help to support student progress.

- Assist with building level educational planning and projects, such as the IEP migration project.
- Complete Paraprofessional online professional development as directed by the building Principal or Administration.
- Support the work of District Teaching staff as directed thru virtual meetings – Google classroom etc..
- Participate in weekly or as needed faculty or building level administrative meetings for staff check-ins and updates.
- Participate in learning activities such as Remote Learning, Linking Plan Activities or documentation associated with these activities.

5. Paraprofessionals shall not be required to perform the duties outlined above by using their own personal computers, phones, or other devices – nor shall they be required to perform any duties or participate in any functions that are covered under any other bargaining unit's Collective Bargaining Agreement or is conflict with the Paraprofessional Collective Bargaining Agreement.

6. The Paraprofessionals and District understand and acknowledge that the purpose of the District providing links is to provide students with educational enrichment and remote learning, and that employees will not be held responsible for student progress during the suspension of school operations for educational purposes through June 12, 2020.(June 15, 2020 for Mountview Middle School). In the event that staff has suggested links to be included with the enrichment and remote learning materials, the member may email the information to the building principal for consideration.

7. The Paraprofessionals and the District understand and acknowledge that remote learning support may or may not consume a regular full work day for employees. Employees are not required to, perform part of such work outside of the employee's regular work hours as outlined in the Collective Bargaining Agreement between the District and Paraprofessionals.

Section D: No Precedent

The Parties agree that this agreement sets no precedent or past practice, and shall not be used in any proceeding except one to enforce its terms.

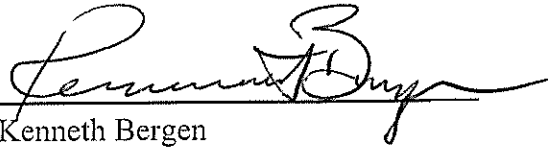
Section E: Extension of School Closure

In the event that there is an extension of the school closure beyond June 12, 2020, (June 15, 2020 for the Mountview Middle School) , the District shall notify the Paraprofessionals and the Teamsters Union Local 170 as soon as such determination is made ,and representatives of the District and the Paraprofessionals will confer and mutually determine whether to extend or modify this Agreement for any subsequent period of school closure.

Dated this 11th day of May, 2020.



Darryll McCall, Ed.D.
Superintendent of Schools
Wachusett Regional School District



Kenneth Bergen
Business Agent
Teamsters Local 170- Paraprofessionals

MEMORANDUM OF AGREEMENT (MOA)
BY AND BETWEEN THE
WACHUSETT REGIONAL SCHOOL DISTRICT SCHOOL COMMITTEE (WRSD)
AND THE
WACHUSETT REGIONAL PARAPROFESSIONALS, TEAMSTERS, Local 170

June 8, 2021

Subject to ratification by their principals, the Negotiating Subcommittees of WRSD School Committee and the WRSD Paraprofessional Bargaining Unit, represented by the Teamsters, Local 170 have negotiated a collective bargaining agreement for the period covering July 1, 2020 through June 30, 2021.

Except to the extent referenced in this MOA, the terms of the collective bargaining agreement, covering the period July 1, 2017 through June 30, 2020 will remain in full force and effect and will be contained within the resultant successor bargaining agreement referenced herein. The following represent the negotiated changes to the collective bargaining agreement, which expired on June 30, 2020. The successor contract will have the date references changed where appropriate to reflect the term of the new contract. It is expressly understood that the members of both parties bargaining teams will recommend that their principals ratify the terms of this MOA.

The parties agree that the terms and conditions set forth below will be more specifically detailed in a one-year collective bargaining agreement by and between the WRSD and the Teamsters Union, Local 170 (Paraprofessionals.) (Note: The bold *italicized* text is the new text.)

ARTICLE 3 – HOURS AND CONDITION OF EMPLOYMENT

3.1 In second to last paragraph of this section rewrite first sentence to read:

“In the case of an involuntary transfer from one location to another, the affected Paraprofessional shall be given as much prior written notice as possible, but under no circumstances shall said notice be less than five (5) business days prior to said relocation.”

3.1 In second to last paragraph of this section re-write second sentence to read:

“In concert with this written notice, there shall be a meeting with the Superintendent or designee, the impacted Paraprofessional(s) and the Union Steward/Business Manager.”

3.7 Add to the end of paragraph: *“...and the Paraprofessional being replaced shall be reassigned in accordance with his/her seniority.”*

3.8 Retroactive to July 1, 2020, increase toileting hourly differential to \$1.25 per hour.

ARTICLE 12 – SALARY

Retroactive to July 1, 2020, all employees covered by this collective bargaining agreement will receive a two (2%) percent cost of living adjustment (COLA) increase.

All bargaining unit members who were employed by the District on the Union's ratification date shall receive a one-time staff "retention payment" in the amount of \$250.00, less all regular and customary taxes and withholdings. It is anticipated that this payment will be made as soon as reasonably possible following the mutual ratification of this agreement by both parties' principals.

ARTICLE 13 – DURATION

Revise the first sentence to read: *"This Agreement shall become effective July 1, 2020 and shall continue in full force and effect until June 30, 2021."*

ARTICLE 19 – PARAPROFESSIONALS AS SUBSTITUTES

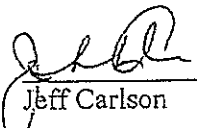
19.1 Revise second sentence to read as follows: *"Effective on the date when the union ratifies the FY 2021 collective bargaining agreement, for the period of said assignment, the Paraprofessional's hourly rate shall be adjusted by an additional \$8.00 per hour or shall be paid the hourly substitute daily rate currently paid by the District, whichever is greater."*

Insert the following after the above referenced revised second sentence of Section 19.1:

"Effective on the date when the union ratifies the FY 2021 collective bargaining agreement, Paraprofessionals assigned to monitor a classroom of students when there is no teacher present, will be eligible for the additional \$8.00 per hour substitute pay for every hour he or she monitors the classroom. If there is more than one Paraprofessional in a classroom, the substitute/monitor duties will be assigned on a rotating basis. Any Paraprofessional who normally supervise students independently as part of their normal duties, high school monitors for example, are not entitled to this stipend."

WACHUSETT REGIONAL SCHOOL DISTRICT SCHOOL COMMITTEE

By its duly authorized bargaining team member:

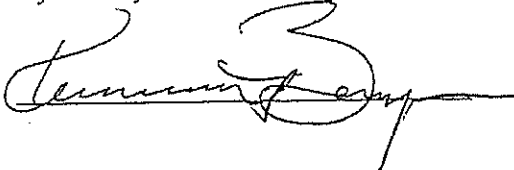


Jeff Carlson

Date: 6/11/21

WRSD PARAPROFESSIONALS, TEAMSTERS, Local 170.

By its duly authorized bargaining team member:



Date: 6/10/21