

SETTLEMENT AGREEMENT
BY AND BETWEEN
THE RALPH C. MAHAR SCHOOL COMMITTEE
AND THE
MAHAR NON-TEACHING PERSONNEL EMPLOYEES

The Ralph C. Mahar School Committee and the Mahar Non-Teaching Personnel Employees hereby agree to the following terms, conditions, and understandings to be incorporated into a successor collective bargaining agreement. This Settlement Agreement is subject to ratification by the respective constituent bodies.

1. THROUGHOUT

Update the contract to be gender neutral.

2. COVER PAGE, PREAMBLE, & DURATION AND SUCCESSION AGREEMENT

Update dates to be consistent with a three-year duration, commencing July 1, 2026.

3. ARTICLE IX – LEAVE

Section A. Subsection 1, replace the current language with the following:

“Sick leave shall be at the rate of fifteen (15) days per year for school year employees and eighteen (18) days for calendar year employees accumulative to one hundred sixty (160) days for calendar year employees and one hundred fifty (150) days for school year employees. Sick Leave to be pro-rated for the year in case of late hire.”

4. ARTICLE XV - PERFORMANCE EVALUATIONS AND INCREMENTAL RAISES

New Section. Add the following as a new section:

“The evaluations are found under Appendix ____, and a meeting will be held with employees and their supervisors by October 15th to review expectations.

A mid-year review shall be held for each employee, if requested by the employee or supervisor, or if there are concerns by the supervisor regarding performance. By June 1st evaluations are provided to employees in-person by their supervisors using the evaluation form found in Append ____.”

5. ARTICLE XVI – CLASSIFICATION OF NON-TEACHING PERSONNEL

a. Section A. Replace the current classroom reimbursement paragraph with the following:

“Each Paraeducator assigned to a classroom with students will be reimbursed up to fifty dollars (\$50)/year for the purchase of educational supplies and materials

used in his/her classes, subject to approval by the department coordinator and presentation of receipt(s). Requests can be made to the Coordinator in the respective Department using the supplies request form.”

- b. Section B. Subsection 1, add the following after the Calendar Year holiday list:

“Christmas Eve and New Year’s Eve shall each be designated as half workdays with no loss of pay.”

- c. Section C. Replace the current vacation table with the following:

1 - 4 year(s)	10 days
5-12 years	15 days
13-19 years	20 days
20+ years	25 days

- d. Section C. Add the following:

“At least one (1) week of vacation for all eligible employees must be taken during a scheduled school vacation period. All annual vacation is provided on a use-it-or-lose-it basis and does not accrue from year to year.

Five (5) days of unused vacation may be carried over. At no time shall an employee’s total accumulation exceed five (5) days above the annual allotment of vacation days.”

- e. Section D. Subsection 2, add the following:

“Hours actually worked in excess of eight (8) in a workday shall be compensated at one and one-half (1.5) times the employee’s regular rate. Overtime shall not be pyramided.”

- f. Section E. New Subsection, add the following as a new subsection:

“Any change to a custodian’s regular workweek that requires a workday to be moved to a Saturday shall be made only by mutual agreement. This provision shall prohibit the requirement of overtime on a Saturday.”

- g. Section F. Subsection 1, replace the current language with the following:

“If the start of the school day is delayed due to weather or other emergency conditions, Administrative Assistants shall report to work following a delay of the same duration as the delayed school opening. For example, if the school day is delayed by two (2) hours and an Administrative Assistant’s regular start time is 7:00 a.m., the employee shall report at 9:00 a.m. Administrative Assistants shall receive their regular full day’s pay.”

h. Section G. New Subsection, add the following as a new subsection:

“Custodians receive pay at one and one-half (1.5) times their regular rate if they report to work when the building is closed due to inclement weather. Administrative Assistants shall receive pay at one and one-half (1.5) times their regular rate if they work their entire scheduled shift in the building when it is closed due to inclement weather. Decisions regarding an Administrative Assistant working in the building when the building is closed shall be made by mutual agreement between the Administrative Assistant and the supervisor. There shall be no pyramiding of premium pay under this provision.”

6. ARTICLE XVII – SUBSTITUTION FOR A TEACHER

Replace the current language with the following:

“When a Paraeducator is used in a situation as a substitute teacher the paraeducator will be paid fifty dollars (\$50) per day of instruction in addition to paraeducators’ regular rate of pay. The paraeducator will receive twenty dollars (\$20.00) per period up to a maximum of fifty dollars (\$50) a day in addition to the paraeducator’s regular rate of pay. Substitute service will be considered voluntary.”

7. NEW ARTICLE – HIGHLY QUALIFIED

Add the following as a new Article title “Highly Qualified”:

“Effective July 1, 2026, all paraprofessionals at Mahar, as a condition of employment, must be Highly Qualified. In order to meet the criteria of Highly Qualified, a paraprofessional must possess a high school diploma or its equivalent and one of the following:

- 1) Obtained an Associate’s (or higher) degree;
- 2) Completed at least two years, or 48 credit hours of study at an institution of higher education; or
- 3) Passed a formal assessment approved by Administration which measures a paraprofessional’s knowledge of and ability to assist classroom teachers in reading, writing and mathematics, such as ParaPro.

The District shall, one time only upon successfully passing a formal assessment approved by Administration to achieve Highly Qualified status (such as WorkKeys/ParaPro), reimburse the paraprofessional for the cost of the formal assessment.”

8. NEW ARTICLE – SEVERE SPECIAL NEEDS DIFFERENTIAL PAY

Add the following as a new Article titled “Severe Special Needs Differential Pay”:

“The Special Education Director may grant a \$1 per hour stipend to paraprofessionals providing direct support to students with significant special needs.

Eligibility requires providing increased levels of care, including physical assistance (e.g., toileting, hand-over-hand support, restraint, or escort), implementation of ABA or other specialized instruction, and related data collection, as outlined in the student's IEP or behavior plan. Paraprofessionals must have the required training, which may include restraint, ABA, autism supports, or case participation. Additional training may be requested and, if approved, will be paid by the District.

Paraprofessionals must regularly work with the identified student to qualify. Eligibility determinations are made by the Special Education Director. Appeals may be made in writing to the Superintendent. The Superintendent's determination shall be final, and not subject to the grievance or arbitration process."

9. APPENDIX A

a. Update salary schedule in accordance with the following:

Year 1: \$1.00 per hour across the board
Year 2: 2.0% across the board
Year 3: 2.0% across the board

b. Replace the current senior night custodian stipend with the following:

"In addition, the senior night custodian shall receive an additional stipend of \$1,725 annually as per the current collective bargaining agreement.

10. NEW APPENDIX – EVALUATION INSTRUMENT

Incorporate agreed upon evaluation instruments into the CBA as an Appendix.

FOR THE RALPH C. MAHAR REGIONAL
SCHOOL COMMITTEE:

Peter M. Croso

Dated: 6/15/26

FOR THE MAHAR NON-TEACHING
PERSONNEL EMPLOYEES GROUP:

[Signature]

Dated: 6/10/26