

AGREEMENT

between the

WHATELY SCHOOL COMMITTEE

and the

UNION #38 INSTRUCTIONAL ASSISTANTS ASSOCIATION

July 1, 2019 through June 30, 2022

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Pursuant to the provisions of Chapter 150E of the General Laws of Massachusetts, THIS CONTRACT IS MADE by and between the SCHOOL COMMITTEE of the TOWN OF WHATELY (hereinafter sometimes referred to as the "Committee") and the UNION #38 INSTRUCTIONAL ASSISTANTS ASSOCIATION (hereinafter sometimes referred to as the "Association").

PREAMBLE

Recognizing that our prime purpose is to provide education of the highest quality for the children of the District, and that good morale within the staff of the District is essential to achieve that purpose, we, the undersigned Parties to this Contract, declare that:

- a. Under the law of Massachusetts, the Committee elected by the citizens of WHATELY has final responsibility for establishing the educational policies of the schools of WHATELY.
- b. The Superintendent of Schools of WHATELY (hereinafter sometimes referred to as the "Superintendent") has the responsibility for carrying out the policies so established.
- c. The staff of the public schools of WHATELY has the responsibility for providing the education of the highest possible quality.
- d. Fulfillment of these respective responsibilities can be facilitated and supported by consultations and free exchanges of views and information between the Committee, the Superintendent, the Principal and the staff in the formulation and application of policies relating to wages, hours and other conditions of employment for the staff; and so;
- e. The Committee retains all rights it had prior to the beginning of collective bargaining in the areas of personnel policy and action, except where the collective bargaining agreement specifically limits the power of the Committee to take an action.

To give effect to these declarations, the following principles and procedures are hereby adopted.

- f. The School Committee and the Association agree that mutual respect between and among administrators, employees and co-workers is vital to the efficient operation of the School System. Behaviors contributing to a hostile, humiliating or intimidating work environment, including abusive language or behavior, are unacceptable and will not be tolerated.

SCHOOL COMMITTEE/ASSOCIATION RELATIONSHIP

ARTICLE I **RECOGNITION**

For purposes of collective bargaining with respect to wages, hours and other conditions of employment, the negotiation of collective bargaining agreements and any questions arising thereunder, the Committee recognizes the Association as the exclusive bargaining agent and representative for the positions defined below:

1. Full-Time Instructional Assistants – any person employed under contract in a position who would serve in that position for six (6) or more hours per day and for the entire school year shall be considered a full-time employee.
2. Part-Time Instructional Assistants – any person employed under contract in a position who does not meet the full-time requirements. Part-time employees are covered under this Agreement, provided they are scheduled to work in the school more than one (1) day per week and for more than thirty (30) weeks per year. Part-time employees are eligible for non-statutory benefits on a pro-rata basis as compared to a full-time employee.
3. Educational Support Nurse - An Instructional Assistant, full or part-time, who is also a Licensed Practical Nurse (LPN), is entitled to the same benefits as a full or part-time Instructional Assistant.
4. Speech/Language Therapist Assistant - An Instructional Assistant, full or part-time, who is also a Speech/Language Therapist Assistant (SLPA), is entitled to the same benefits as a full or part-time Instructional Assistant.
5. Certified Occupational Therapist Assistant - An Instructional Assistant, full or part-time, who is also a Certified Occupational Therapist Assistant (COTA), is entitled to the same benefits as a full or part-time Instructional Assistant.
6. Physical Therapist Assistant - An Instructional Assistant, full or part-time, who is also a Physical Therapist Assistant (PTA), is entitled to the same benefits as a full or part-time Instructional Assistant.

ARTICLE II **COMMITTEE RIGHTS AND PRIVILEGES**

It is herein agreed that except as specifically and directly modified by the language of this Agreement, the Committee retains all rights, obligations and powers that it has, or may hereinafter be granted by law, and it may exercise such powers in accord herewith. Those rights include the right and responsibility to operate and manage the business affairs of the District, to select and

direct the employees, and to control, direct, discontinue and change the use of its properties, equipment, services, supplies and facilities. The District may not implement a change in any practice, policy or standard operating procedure affecting employees and which constitutes a mandatory subject of bargaining, until it has given the Association advance notice of the proposed change and an opportunity to negotiate as to the impact of such change. Any proposed change that requires impact bargaining shall be negotiated in a reasonable time period of up to four (4) weeks.

ARTICLE III

ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Association may use school buildings without cost at reasonable times for meetings, provided such use does not require the Committee to incur any additional custodial expense. Arrangements as to time and place will be made with the Principal of the building.

- B. Agency Fee – Effective thirty (30) days after execution of this Agreement or the commencement of employment, whichever comes later, each employee covered by this Agreement who is not a member of the Association shall be required to pay an annual Agency Fee, pursuant to Massachusetts General Laws Chapter 150E, Section 12. The Association recognizes the sole and exclusive remedy for non-payment of the fee shall be for the Association to proceed to court for collection of the fee from a non-paying employee member of the unit. The School Committee is not, and should not, be responsible for the implementation, collection or enforcement of the Agency Fee, except that it will supply any required documentation to establish that a person is a member of the bargaining unit subject to the fee. The Association agrees that it will indemnify and hold the School Committee harmless for any action taken against any employee as a result of this Agency Service Fee agreement, including, but not limited to, any legal expenses incurred. In the event of conscientious or other objection to payment of the Agency Fee, the member of the bargaining unit will pay the amount of the fee to a fund set up by and administered by the Association for the individual or group benefit of Union #38 students.

ARTICLE IV

NEGOTIATION PROCEDURES

- A. Not later than January 1st of the year of expiration of the Agreement, either party wishing to modify or terminate the Agreement shall give notice in writing to the other of its intention. Thereafter, upon request, the Parties shall meet and discuss procedures and arrange a calendar of negotiation meetings. The Parties shall negotiate in good faith over wages, hours and other conditions of employment. Any agreement so negotiated will apply to all Instructional Assistants and will be reduced to writing and signed by the Committee and the Association.

- B. During negotiations, the Committee and the Association will present relevant data, exchange points of view and make proposals and counter-proposals. Neither party will be restricted in the use of professional and lay consultants to assist in the negotiations.
- C. If the negotiations described in this Article have reached an impasse, the procedures described in Chapter 150E of the General Laws as amended from time to time will be followed.
- D. Any agreement reached with the Committee will be reduced to writing, will be signed by the Committee and the Association and will become an addendum to this Contract.
- E. Subject to the provisions of this Contract (and except as otherwise provided by Appendix A attached hereto and made a part hereof), the wages, hours, present Instructional Assistant personnel policies of the School Committee and other conditions of employment applicable on the effective date of this Contract to the employee covered by the Contract shall continue to be so applicable.

OBLIGATIONS OF EMPLOYMENT

ARTICLE V EVALUATION AND DISCIPLINE

- A. The Administration will not operate cameras or listening devices (i.e., the intercom system) in a classroom to monitor employee performance without the advance knowledge of the employee.
 - 1. Instructional Assistants will be observed at least once during the school year in which they are evaluated. The evaluation report will be discussed promptly with the employee by the evaluator and the employee shall acknowledge that he/she has had the opportunity to review the report by affixing his/her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with contents thereof. A copy of the evaluation report will be forwarded to the Superintendent and one copy will be given to the employee.
 - 2. Evaluations may be conducted by the Principal, Director of Special Education, Assistant Principal, or Superintendent. Other persons assigned by the Principal/Superintendent will assist in the evaluation process (i.e., classroom observations). The Principal has the ultimate responsibility for evaluations.
- B.
 - 1. Individual employees will have the right to review the contents of their personnel file in accordance with the provisions of M.G.L. c. 149, § 52C. An employee will be entitled to have a representative accompany him/her during such review. Such review will be conducted in the presence of a member of the School Administration.

2. No material derogatory to an employee's conduct, service, character or personality will be placed in his/her personnel file unless the employee has had an opportunity to review the material. The employee will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee will also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent and attached to the file copy within thirty (30) calendar days of receipt.
- C. Any signed written complaint regarding an employee made by any parent, student or other person will be promptly called to the attention of the Principal, who will inform the employee as to the complaint, the source and nature of the complaint and the disposition of the complaint. However, frivolous complaints or anonymous complaints that are not corroborated or verified by administration will be disregarded.
- D. The Association recognizes the authority and responsibility of the Principal for disciplining or reprimanding an Instructional Assistant for delinquency of professional performance. If any formal action is to be taken against the employee, he/she will be entitled at his/her option to have a representative present from those representatives reasonably available. All participants at disciplinary meetings are entitled to be treated with professionalism.
- E. Principal may dismiss or demote any Instructional Assistant or other person assigned full-time to the school, subject to the review and approval of the Superintendent; and subject to the provisions of this Section, the Superintendent may dismiss any employee of the School District. In the case of an employee whose duties require him to be assigned to more than one school, and in the case of employees who work in more than one school, those persons shall be considered to be under the supervision of the Superintendent for all decisions relating to dismissal or demotion for just cause.
- F. Except for a layoff or reduction in hours under Article XI, no employee who has completed the probationary period will be dismissed, disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause.

ARTICLE VI
PROBATIONARY PERIOD

- A. A new employee shall serve a one (1) calendar year probationary period. During the probationary period, no employee is entitled to employment for the duration of the school year, and no non-renewal of contract, dismissal or other discipline shall be subject to arbitration under this Agreement.

- B. It shall be a condition of employment that employees must meet and maintain all job description qualifications. Periodic CORI checks are required. The District will reimburse employees the cost of state required fingerprinting.

ARTICLE VII
HOURS OF WORK AND WORK YEAR

- A. The length of the Instructional Assistant's work day in schools of the District shall be no more than eight (8) hours or as otherwise established by the School Committee. Full compensation will be provided when there are delayed openings or early dismissals.
- B. The Administration will make reasonable efforts to support continued faculty/staff cooperation in ensuring that employees have reasonable breaks.
- C. The work year of Instructional Assistants shall be determined by the School Committee and will be consistent with the work year of teachers.
- D. Employees may be required to attend up to two (2) school, faculty or staff meetings per month. They will be compensated at their regular hourly rate.
- E. Each Instructional Assistant will have a paid, duty free lunch period of thirty (30) minutes.
- F. Class Coverage - An Instructional Assistant assigned to act as a substitute teacher will be compensated at his/her regular rate of pay for substitute coverage of one hour or less in duration. If the substitute coverage extends beyond one hour in duration, the Instructional Assistant shall receive, in addition to his/her regular rate of pay, an additional five dollars (\$5.00) per hour for such substitute coverage. This additional compensation for substitute coverage shall apply to all hours served as a substitute once the substitute coverage extends beyond one hour in duration. For example, if an instructional assistant provides seven hours of substitute coverage, that instructional assistant shall receive thirty five dollars (\$35) of additional compensation. Partial hours above the one hour threshold shall be prorated. (i.e. 1.5 hours of coverage would result in a payment of \$7.50, in addition to the employee's regular rate of pay for such coverage).
- G. Natures Classroom- Instructional Assistants who are permitted to participate in Nature's Classroom shall be paid, in addition to their regular hourly compensation, seventy-five dollars (\$75.00) per day when such day extends overnight. For Nature's Classroom participation which does not extend overnight, the Instructional Assistant additional compensation shall be fifty dollars (\$50) per day.
- H. Afterschool Supervision- The Principal, at his/her sole discretion, may assign individuals within the bargaining unit to provide supervision for afterschool programming during early release professional development days. Bargaining unit members assigned to provide such supervision shall be compensated an additional five dollars (\$5.00) per hour for the supervision (currently 1.5 hours).

- I. The final workday of the school year for full-time Instructional Assistants shall be a full workday.

ARTICLE VIII
INSTRUCTIONAL ASSISTANT FACILITIES

Each employee shall be provided safe and secure space in the building or classroom for storage. Instructional Assistants shall have access to all facilities as is available to other employees.

PROTECTIONS FOR EMPLOYEES

ARTICLE IX
GRIEVANCE PROCEDURE

A. Definitions:

1. A “grievance” is a claim based upon an event or condition which involves the interpretation, meaning or application of any of the provisions of this Agreement.
2. An “aggrieved person” is the person or persons making the claim.
3. A “party-in-interest” is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
4. A “day” shall mean a regularly scheduled contract day except during the summer when a day shall mean Monday through Friday exclusive of legal holidays.

B. Purpose:

1. The purpose of this Procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the welfare or working conditions of Instructional Assistants. Both Parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the Procedure.
2. Nothing herein contained will be construed as limiting the right of any Instructional Assistant having a grievance to discuss the matter informally with any appropriate member of the Administration or School Committee, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and that the Association is notified of the terms of the adjustment.

C. Procedure:

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

In the event a grievance is filed on or after June 1st, which if left unresolved until the beginning of the following school year could result in irreparable harm to a party-in-interest, the time limits set forth herein will be reduced so that the Grievance Procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.

1. Level One:

An Instructional Assistant with a grievance will first discuss it with the Principal, Acting Principal or supervisor either directly or through the Association's School Representative, with the objective of resolving the matter informally.

2. Level Two:

- a. If the aggrieved is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within seven (7) days after the presentation of the grievance, it may be filed, in writing, with the Superintendent of Schools within seven (7) days after the decision at Level One or fourteen (14) days after the grievance was presented, whichever is sooner.
- b. The Superintendent will represent the Administration at this level of the Grievance Procedure. Within seven (7) days after receipt of the written grievance by the Superintendent, the Superintendent will meet with the aggrieved person in an effort to resolve it.
- c. If the Instructional Assistant does not file a grievance in writing with the Superintendent within twenty-one (21) days after the Instructional Assistant knows or should have known of the act or condition on which the grievance is based, then the grievance will be considered waived. A dispute as to whether a grievance has been waived under this Paragraph will be subject to arbitration pursuant to Level Four. Within seven (7) days of meeting with the aggrieved person, the Superintendent shall give a written answer to the grievance which the aggrieved person brings forward.

3. Level Three:

Within seven (7) days after a disposition by the Superintendent or within seven (7) days after the day on which the Superintendent should have given an answer, if no

answer has been received, the grievant, if dissatisfied with the Superintendent's answer or if no answer has been given, may submit the grievance to the School Committee which will consider the matter at its next regularly scheduled meeting or may, at its discretion within seven (7) days of receiving the grievance, schedule a special session of the whole Committee or a Subcommittee to consider the grievance. Within ten (10) days after the School Committee or Subcommittee hears the grievance, the Committee's designee or the Committee will inform the Association of its disposition of the matter. The purpose of these meetings is to reach resolution of the grievance.

4. Level Four:

- a. If the Association or grievant is dissatisfied with the disposition of the matter or if no answer is given by the School Committee within ten (10) days, then within seven (7) days of the disposition or the last day on which an answer may be given by the Committee, the Association may file a Demand for Arbitration with the American Arbitration Association. It is recognized by the Parties that after the Demand for Arbitration is filed, the rules of the American Arbitration Association and its time limits and procedures shall apply. A List of Arbitrators shall be provided by the American Arbitration Association and the Arbitrator will be chosen from the lists of that Association in accordance with its rules. The Parties will make every effort to have the matter heard as soon as is reasonably possible.
- b. The decision of the Arbitrator will be rendered within thirty (30) days of submission of briefs or, if there are no briefs, after the close of the hearing.

The Arbitrator's decision will be in writing and will set forth findings of facts, reasoning and conclusions on the issues submitted. The Arbitrator shall have no power to add to, subtract from, modify or amend any of the provisions of this Agreement, nor modify disciplinary action, nor usurp the functions of the Committee or the proper exercise of its judgment and discretion under the law and this Agreement, nor compel an act which is in derogation of such rights. No award shall be effective retroactively beyond the date at which the grievance was first presented under the Grievance Procedure established herein. The decision of the Arbitrator will be submitted to the School Committee and to the Association and shall be final and binding upon the Parties to this Agreement, and upon the aggrieved person or persons. Both Parties to this Agreement realize that the submission of a particular matter to arbitration proceedings represents a step which in most instances ought to be avoided.

Accordingly, before the arbitration option hereunder is invoked, the Parties may mutually schedule such meetings as may be appropriate between

representatives of both sides to attempt to resolve the matter on a local level.

If, at any time after the execution of this Agreement, binding arbitration is found to be illegal or is prohibited by legislative action, all references and provisions herein to such a Procedure and the effect and application thereof shall thereafter be deemed null and void, and of no effect. If at any time of such adjudication or legislative action there are any grievances which have been submitted to arbitration and upon which no decision has been reached by the Arbitrator under Article IX, Section 4(b), such grievances shall be affected only to the extent that the findings of the Arbitrator shall be received and considered by the Parties as advisory only. No further arbitration submissions will be required or permitted, and the grievance process will terminate at Level Three and the decision of the Committee will thereafter be final.

- c. The costs for the services of the Arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses will be borne equally by the School Committee and the Association.

D. Rights of Instructional Assistants to Representation:

1. No reprisals of any kind will be taken by the School Committee or by any member of the Administration against any party-in-interest, any member of the Association or Instructional Assistant who has assisted in the preparation of a grievance, by reason of participation in the Grievance Procedure.
2. Any party-in-interest may be represented at all stages of the Grievance Procedure, excluding, however, a representative or an officer of any Instructional Assistant organization other than the Association. When an Instructional Assistant is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the Grievance Procedure.

E. Miscellaneous:

1. If, in the judgment of the Association, a grievance affects a group or class of Instructional Assistants, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance will be commenced at Level Two. The Association may process such a grievance through all levels of the Grievance Procedure even though the aggrieved person does not wish to do so.
2. Decisions rendered at Levels One, Two and Three of the Grievance Procedure will be in writing, setting forth the decision and the reasons therefore, and will be transmitted promptly to all parties-in-interest and to the Association. Decisions

rendered at Level Four will be in accordance with the procedures set forth in Section C, Paragraph 4(b).

3. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
4. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents will be jointly prepared by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the Grievance Procedure.
5. Since traditional arbitration costs (administrative fees to the American Arbitration Association and fees for the Arbitrator, plus the party's legal fees) exceed three thousand dollars (\$3,000) for even the simplest cases, the Parties can mutually agree that grievances involving amounts smaller than three thousand dollars (\$3,000) will be submitted to expedited hearing (no discovery beyond that completed in the grievance process, one day of hearing, no post-hearing briefs) before a mutually agreed neutral hearing officer charging up to five hundred dollars (\$500) per day.

ARTICLE X **VACANCIES AND PROMOTIONS**

- A. Instructional Assistants will be notified of vacancies which occur in the individual Towns of School Union #38 by the posting of notices of such vacancies in the School's main office or the faculty room as far in advance of the appointment as possible.
- B. Notice of all vacancies in the bargaining unit will be sent to the President of the Association.
- C. Instructional Assistant seniority will be determined by town. The town that pays the salary and benefits of the Instructional Assistant will be where seniority is determined.

ARTICLE XI **REDUCTIONS IN FORCE**

In the event it becomes necessary to reduce the number of Instructional Assistants in the School, the following procedure shall be used:

- A. Whenever a situation arises in which the School Administration determines that it no longer requires the services of an Instructional Assistant on a full or part-time basis, the Administration will take the following criteria into account in deciding Instructional Assistants with the same length of service to lay off:

1. Professional ability as evidenced by written evaluations, observations and other measures relating to ability;
 2. Specialized skills, and training in the field which make it desirable to retain an Instructional Assistant;
 3. If the above factors are equal, then an Instructional Assistant with the longest continuous service in the School District shall be retained. Time on approved leave or sick time shall count toward length of service for seniority purposes.
- B. Employees who are to be affected by a reduction in staff shall be notified, in writing, by July 1, if practicable, preceding the school year in which the reduction will take place.
- C. Employees who have been laid off shall be entitled to recall rights for a period of one (1) year from the effective date of their respective layoff. During the recall period, Instructional Assistants shall be notified by mail to their last known address on record, and given preference for open bargaining unit positions at the School for which they are qualified, as they develop, in the inverse order of their respective layoff.
- D. While members of the bargaining unit at the School continue on layoff during a recall period, the Committee agrees not to hire any new Instructional Assistants unless:
1. No employee on layoff during the recall period is qualified to fill the position;
 2. All qualified employees on layoff during the recall period declined the offer to fill the vacancy;
 3. Declination of a recall offer shall result in termination of employment and satisfy all obligations for the Employer under this Article.
 4. Should an employee's hours be reduced during a school year, the employee shall receive proportionate salary and benefits as his/her service bears to full-time service, and he/she shall receive full seniority for such reduced service for that year.

SALARY AND BENEFITS

ARTICLE XII WAGES

- A. The Wage Schedules for each of the Agreements shall be set forth in Appendix A.

- B. Instructional Assistants shall be paid over twenty-one/twenty-two (21/22) pay periods. After the first year of employment, Instructional Assistant pay shall be equalized over such pay periods. Instructional Assistants who request may have money withheld from salary for the credit union.
- C.
 - 1. Instructional Assistants entering the employ of the School Committee after the execution of this Agreement may be placed on the Salary Schedule in accordance with their degree status, previous experience and/or special or unusual skills or training.
 - 2. It is agreed that no such new employee will receive a higher salary than any presently employed employee with equal experience and training except in the case of a position requiring special or unusual skills and training.

ARTICLE XIII
LONGEVITY PAYMENTS

Employees who have completed the following amounts of full-time service to the District shall receive a lump sum payment as follows:

After ten (10) years:	\$250
After fifteen (15) years:	\$500
After twenty (20) years:	\$750

Effective July 1, 2020, employees who have completed the following amounts of full-time service to the District shall receive a lump sum payment as follows:

After ten (10) years:	\$300
After fifteen (15) years:	\$550
After twenty (20) years:	\$800

This payment will be processed in July following the school year in which the appropriate years of service were completed.

Part-time service shall be counted pro-rata toward the full-time benefit.

ARTICLE XIV
DEDUCTIONS

- A. Any Instructional Assistant, upon request, may have premiums for the Massachusetts Teacher's Disability Income Policies payroll deducted, subject to provisions of Section E below.

- B. It is understood that the Town authorizes deferred compensation to its employees, including Instructional Assistants, in accordance with state and federal law. Deferred compensation applications for eligible employees shall be completed and submitted before August 1st. Exceptions shall be made for eligible new Instructional Assistants whose employment becomes effective after August 1st.
- C. The Committee agrees to deduct from the salaries of its employees dues for the Union 38 Teachers Association, Massachusetts Teachers Association and the National Education Association, as each employee individually and voluntarily authorizes the Committee to deduct, and transmit the monies promptly to the Treasurer of the Union #38 Teachers Association.
- D. The Committee agrees to implement the same payroll deduction service as is available to all other Town employees.
- E. Applications for insurance for eligible new employees shall be completed and submitted to the Town by August 1st in order to prepare payrolls for September 1st. Exceptions will be made for eligible, new Instructional Assistants whose employment becomes effective after August 1st. Applications for insurance for eligible, current employees may only be done during annual open enrollment periods.

ARTICLE XV
LEAVES OF ABSENCE

- A. Holidays:
 - 1. The following holidays will be paid holidays at an eligible employee’s regular hourly rate for his/her regular number of daily work hours:

Labor Day	New Year’s Day
Columbus Day	Martin Luther King Day
Veterans’ Day	Presidents’ Day
Thanksgiving Day	Patriots’ Day
Christmas Day	Memorial Day

Instructional Assistants shall receive a full day of pay in the event there is a half day of school scheduled the day before Thanksgiving.
 - 2. To be eligible for holiday pay, the employee must have actually worked the scheduled days immediately before and after the holiday.
- B. Sick Leave:
 - 1. All full-time Instructional Assistants shall be credited with ten (10) days of sick leave with pay at the start of each school year. Sick leave may only be used in half day or full day increments. During the employee’s first year, the employee will be

credited with one (1) day of sick leave at the start of each month until the start of the following school year.

2. In the event that a full-time Instructional Assistant is absent due to illness for less than ten (10) days in any one school year, the days not used shall be accumulated for use in subsequent years to a maximum accumulation of eighty (80) days without loss of previous accumulation. A doctor's certificate may be required after three (3) consecutive days of illness. If the Administration feels that a pattern of abuse of sick leave exists, the subject Instructional Assistant will be so notified in writing with a copy of such letter to the Association. The continuation of such pattern may result in discipline, including the requirement of a doctor's certificate or a refusal to pay sick leave for all future absences where such a certificate is not supplied. In the event that the Superintendent questions the medical capacity of an Instructional Assistant to perform satisfactorily, the Committee reserves the right to require a medical examination; such examination to be made in the presence of the Instructional Assistant's physician, if the Instructional Assistant so desires. The Committee reserves the right to take action consistent with the examining physician's findings and advice.
3. In any one school year, four (4) of the ten (10) days intended for sick leave may be used at the option of the employee concerned for the following personal reasons:
 1. Specific religious holidays;
 2. Serious illness in the immediate family;
 3. Court cases;
 4. Other personal or business reasons at the discretion of the Principal.

In exceptional cases, other days of leave may be granted at the discretion of the Superintendent.

4. No sick leave and/or personal leave days will be taken immediately preceding and/or immediately following a vacation or holiday, except in an emergency in the judgment of the Superintendent.

C. Bereavement Leave:

1. Five (5) days shall be given to a regular, full-time Instructional Assistant for death in the immediate family. The term "immediate family" shall be considered to include mother, father, sister, brother, husband, wife, son and daughter and comparable "step" relatives or a permanent resident living in the employee's household. Five (5) days at the discretion of the Principal may be given to a regular full-time Instructional Assistant for the death of others outside the immediate family.

2. Up to three (3) days shall be given to a regular full-time Instructional Assistant to attend the funeral of an in-law, grandparent, grandchild and comparable "step" relatives, or others at the discretion of the Principal.
3. It is understood that bereavement leave is for the period immediately following the death and is not to be used for other purposes.

D. Unpaid Personal Leave:

Upon written request, the Superintendent may grant, in his/her sole discretion, an unpaid leave of absence for a period of up to one (1) year. Said leave may be extended, upon written request, for a period of one (1) additional year. During such leave, an employee will not continue to accrue any additional salary, seniority or leave benefits but, upon return, all such previously accrued salary, seniority or leave benefits shall be restored. The returning employee shall be placed in the position most nearly equivalent to that held before going on leave.

- E. The School Committee shall abide by the provisions of the Family and Medical Leave Act (FMLA) as well as M.G.L. c. 149, § 105D (the so-called Massachusetts Parental Leave Act (MPLA)). The School Committee's policies regarding the FMLA and MPLA are posted in a conspicuous location in each building.

Leaves under the provisions of this Agreement, which are also eligible under the FMLA and/or MPLA, shall run concurrently as both FMLA/MPLA and contractual leave, and the more liberal of the provisions shall apply.

F. Jury Duty Leave:

Instructional Assistants will be provided with leave for service on a jury consistent with the requirements of applicable state and federal laws.

G. Sick Leave Bank:

There shall be a Sick Leave Bank for all members of the bargaining unit. If a member of the Sick Leave Bank (hereinafter referred to as "SLB") for just causes uses all of his/her accumulated personal sick days, he/she may apply to the Sick Leave Bank Committee (hereinafter referred to as "SLBC") for more days until such time as he/she accumulates more sick days of his/her own or exceeds the limits set forth in the Contract below or in the bylaws of the SLBC.

1. A SLBC shall be created consisting of two (2) Instructional Assistants and two (2) members of the School Committee or designees thereof. This Committee may fix any bylaws that are appropriate and within the scope of its authority as granted by this Contract.

2. In order for an Instructional Assistant to receive sick days from the SLB, he/she must have already exhausted his/her accumulated sick leave. The SLBC shall assess the need of each applicant to the Bank and may grant sick leave to those persons suffering from prolonged or recurrent illness.
3. Leave shall be granted only upon a majority vote of the SLBC, provided the leave does not exceed ninety (90) days in the aggregate during any given school year.

ARTICLE XVI
PERSONAL INJURY/BENEFITS

Whenever an Instructional Assistant is absent from school as a result of personal injury caused by an accident or injury occurring in the course of his/her employment he/she will be paid his/her full regular wages (less the amount of any Workers Compensation award made for temporary disability due to said injury) for the period of such absence. The difference in pay between the Workers Compensation award and full pay will be conditioned upon and charged off to the employee's annual and accumulated sick leave.

ARTICLE XVII
INSTRUCTIONAL ASSISTANT PROTECTION

Instructional Assistants will report to the Principal of their school and Superintendent all cases of assault suffered by them in connection with their employment.

MISCELLANEOUS

ARTICLE XVIII
SAVINGS CLAUSE

Should any provision of this Agreement, or the application of this Agreement to any Instructional Assistant or Committee covered hereunder, be found to be contrary to Law, such provisions or application shall have effect only to the extent permitted by Law, or as provided hereunder, but all other provisions or applications of this Agreement shall continue in full force and effect.

ARTICLE XIX
GENERAL

- A. There will be no reprisals of any kind taken against any Instructional Assistant by reason of membership in the Association or participation in its collective bargaining activities.

- B. If any provision of this Contract or any application of the Contract to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.
- C. This Contract constitutes Committee policy in respect to Instructional Assistants' wages, hours and other conditions of their employment and the Committee will carry out the commitments contained therein and give them full force and effect as Committee policy. The Committee will amend its Administrative Regulations and take such other actions as may be necessary in order to give full force and effect to the provisions of this Agreement.
- D. No Strike Clause – The Association and any of its members will not engage in, induce or encourage any strike during the life of this Agreement.
- E. The employment of an Instructional Assistant will not be jeopardized by the Instructional Assistant's exercise of any rights of citizenship consistent with state and federal law. However, such activity must not conflict with the performance of the Instructional Assistant's assigned duties.
- F. Copies of this Agreement shall be printed and a copy provided each Instructional Assistant and every Committee member. The Superintendent and the President of the Association shall be provided with additional copies as needed. The cost of such preparation shall be shared equally by the Association and the Committee.

The Parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the Parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Committee and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter or matter not specifically referred to or covered in this Agreement even though the subjects or matter may not have been within the knowledge or contemplation of either or both of the Parties at the time that they negotiated or signed this Agreement.

ARTICLE XX
PROFESSIONAL DEVELOPMENT / REIMBURSEMENT

- A. Twenty (20) hours will be dedicated to Instructional Assistant Professional Development (PD), contingent upon School Committee approval of the current Instructional Assistant PD pilot program. Instructional Assistants shall have the option to attend other PD opportunities.

Whenever a PD day dedicated to Instructional Assistants is scheduled on an early release day, all Instructional Assistants are required to work a full day and attend the PD. On all other early release days the IA may either work a full day attending (attending optional PD offered by the District, working with assigned teachers/prep, or providing coverage in the afterschool program on an voluntary or equitably assigned basis), or use a half sick day or half personal day.

- B. The Committee will appropriate one hundred sixty-five dollars (\$165) for each full time bargaining unit member for professional development activities approved by the Principal. This benefit shall be pro-rated for part-time unit members. Unit Members will be notified via email by April 15th of the minimum amount of money still available in the Professional Development account for additional professional development activities or reimbursements for that school year. After April 15th, the unit member can apply for additional reimbursement on an earlier application or submit a new application. The remaining professional development monies will be dispersed equitably among those applicants. The total amount of the appropriated and additional professional development monies for each unit member will not exceed five hundred dollars (\$500). Any monies that have not been encumbered by May 15th will revert to the general fund.
- C. In the event an instructional assistant is assigned to a student who requires specialized training, the District will attempt to provide such training in advance of the assignment.

ARTICLE XXI
RETIREMENT SEVERANCE

- A. Unused Sick Leave.

Upon retirement under the county/state retirement system, an Instructional Assistant will be paid in a lump sum an amount of money based upon payment for two (2) days of unused sick leave for each year of service to the Union #38 School District, up to forty-five (45) days. Such pay will be based upon the Instructional Assistant's regular wage at the time of retirement.

- B. In order for the employee to receive this benefit in the fiscal year of his/her retirement, the Administration must receive written notice of intent to retire by January 15 of the school year prior to his/her last employment year. In the event that said written notice is not timely received, said benefit shall be paid on or before July 15, in the calendar year immediately subsequent to the calendar year of retirement.

ARTICLE XXII
NON-DISCRIMINATION

The School Committee recognizes the right of individuals to work and advance on the basis of merit, ability, and potential without regard to race, sex, color, disability, religion, national origin,

gender identity, sexual orientation, pregnancy or pregnancy related condition, or age. Non-discrimination and equal opportunity are the policy of the School Committee in all of its employment programs and activities.

ARTICLE XXIII
SPECIALIZED PROGRAMS/DUTIES

The District recognizes that certain assignments present additional challenges to instructional assistants. Examples of these challenging assignments include working on a regularly scheduled basis with students who are consistently in need of: assistance with incontinence issues, assistance with lifting (in an out of a wheelchair), providing assistance with feeding where specialized training is required to prevent choking because of a swallowing disability, or where the student(s) present severe behavioral issues which create a significant safety risk to the instructional assistants or others. Eligible instructional assistants shall receive a stipend for an additional hour of pay per work day. Decisions regarding eligibility for instructional assistants shall be determined by the Superintendent, with recommendation by the Director of Special Education. The Superintendent's determination shall be final and shall not be subject to the grievance and arbitration provisions of this Agreement. In the event the instructional assistants are no longer in such an assignment the instructional assistants will no longer be eligible for the stipend.

Instructional assistants are entitled to a meeting with the Superintendent, with Association representation present to discuss their assignment in the event an instructional assistant believes that the assignment should be eligible for the intensive special needs stipend. When appropriate, the Superintendent will have the Director of Special Education present for the meeting. Within ten (10) calendar days the Superintendent will submit his/her response to the requested stipend in writing. The Superintendent's response shall be final, and such decision shall not be subject to the grievance and arbitrations provision of this Agreement.

ARTICLE XXIV
DURATION

This Agreement will become effective July 1, 2019 and will continue in full force and effect until June 30, 2022, except that the parties agree that on or before November 1, 2021, they will begin negotiations in an effort to reach an agreement on a contract effective July 1, 2022, and the terms of said contract shall remain in full force and effect until a successor agreement is reached. If agreement is not reached on said issues, either party may invoke such impasse resolving procedures as may be unilaterally requested, or seek resolution by such means as may be jointly requested, as now or may be hereafter authorized by law.

IN WITNESS WHEREOF, the Parties hereto, acting through duly authorized agents or representatives, have hereunto set their respective hands and seals this 1st day of Oct, 2019.

WHATELY SCHOOL COMMITTEE

By: Katie Edwards

UNION #38 INSTRUCTIONAL ASSISTANTS ASSOCIATION

By: C. T.

APPENDIX A
WAGE SCHEDULE

INSTRUCTIONAL ASSISTANTS

2019-2020	
Step 1	\$14.27
Step 2	\$14.77
Step 3	\$15.25
Step 4	\$15.76
Step 5	\$16.24
Step 6	\$16.74
Step 7	\$17.24
Step 8	\$17.74
Step 9	\$18.23
Step 10	\$18.76

Remove the two lowest paid steps (formerly \$13.53 and \$13.63), with no change to employee step movement as a result of the step removal (no double steps). i.e. employees will receive the step/hourly amount with across the board increase they would have received had the lowest steps not be removed.

2018-2019	2018-2019	2019-2020	2019-2020
Step	Hourly Rate	New Step Placement	Hourly Rate
1	\$13.53	1	\$14.27
2	\$13.63	1	\$14.27
3	\$14.13	2	\$14.77
4	\$14.62	3	\$15.25
5	\$15.10	4	\$15.76
6	\$15.60	5	\$16.24
7	\$16.08	6	\$16.74
8	\$16.57	7	\$17.24
9	\$17.07	8	\$17.74
10	\$17.56	9	\$18.23
11	\$18.05	10	\$18.76

2020-2021	
Step 1	\$14.56
Step 2	\$15.06
Step 3	\$15.56
Step 4	\$16.07
Step 5	\$16.57
Step 6	\$17.07
Step 7	\$17.59
Step 8	\$18.09
Step 9	\$18.60
Step 10	\$19.14

Salary increase of 2% and steps for those who are eligible.

2021-2022	
Step 1	\$14.85
Step 2	\$15.36
Step 3	\$15.87
Step 4	\$16.39
Step 5	\$16.90
Step 6	\$17.41
Step 7	\$17.94
Step 8	\$18.45
Step 9	\$18.97
Step 10	\$19.52

Salary increase of 2% and steps for those who are eligible.

EDUCATIONAL SUPPORT NURSES, LPN, COTA, SLPA & PTA

Step	2019-2020	2020-2021	2021-2022
	1%	2%	2%
1	\$23.47	\$23.94	\$24.42
2	\$24.48	\$24.97	\$25.47
3	\$25.48	\$25.99	\$26.51
4	\$26.48	\$27.01	\$27.55
5	\$27.48	\$28.03	\$28.59
6	\$28.48	\$29.05	\$29.63
7	\$29.49	\$30.08	\$30.68
8	\$30.50	\$31.11	\$31.73
9	\$31.51	\$32.14	\$32.79
10	\$32.49	\$33.14	\$33.80

Union #38 School Districts
Instructional Assistant Evaluation Form

Instructional Assistant

School

A. INSTRUCTIONAL ASSISTANTS ASSIGNMENT:

B. PERFORMANCE FACTORS: Indicate by check marks your observation of this instruction assistant. Use the comment section to provide additional support and feedback. Any rating of "Needs Improvement" must be accompanied by a description of the problem and prescription for improvement. If a particular standard does not apply, record "N/A."

Planning and Preparation	Exceeds Expectations	Meets Expectations	Needs Improvement	Unsatisfactory	N/A
Demonstrates knowledge of content.					
Understands instructional goals					
Follows directions provided by teacher.					
Demonstrates initiative and resourcefulness					
Punctual to school, meetings and scheduled appointments					
COMMENTS:					

Supporting Classroom Environment	Exceeds Expectations	Meets Expectations	Needs Improvement	Unsatisfactory	N/A
Contributes to an environment of trust and respect.					
Effectively employs a variety of strategies that reinforce positive behavior.					
COMMENTS:					

Delivery of Services/Accommodations	Exceeds Expectations	Meets Expectations	Needs Improvement	Unsatisfactory	N/A
Implements instructional strategies, behavior plan, and classroom routines established by teacher.					
Engages students in learning according to the students' needs.					
Maintains confidentiality					
COMMENTS:					

Signature of Evaluator

Date

Signature of Instructional Assistant

Date

Signature of Principal or Designee

Date

EMPLOYEE STATEMENT: A copy of this evaluation has been given and discussed with me. My signature means I have been advised of my performance and does not necessarily imply that I agree or disagree with this evaluation (Attach additional sheets for comment, if necessary)

Instructional Assistant Evaluation Procedure

- A) The Instructional Assistant evaluation process is a cooperative and continuing one intended to improve quality instruction; the purpose is to assess the performance and to support the professional growth of Instructional Assistants.
- B) The Administration will not operate cameras or listening devices (i.e., the intercom system) in a classroom to monitor employee performance without the advance knowledge of the employee.
- C) Instructional Assistants will be evaluated every other school year. Instructional Assistants will establish 2 goals and submit the goal form to the principal by Nov. 15th of the year they are to be evaluated. Instructional Assistants and or Principals may request a meeting to discuss goals.
- D) All observations will be scheduled at least twenty-four hours prior to the observation and recorded on the Instructional Assistant Observation Form. Observations will take place for a minimum of fifteen (15) minutes.
- E) Any rating of “Needs Improvement” or “Unsatisfactory” must be accompanied by a description of the problem and prescription for improvement. The Instructional Assistant and the evaluator will meet within ten (10) school days after the observation to discuss the areas of concern and develop an improvement plan to address those concerns.
- F) All evaluations will be completed and presented to Instructional Assistants by the end of the school year.
- G) The Instructional Assistant shall acknowledge that he/she has had the opportunity to review the evaluation by affixing his/her signature to the copy to be filed, and the opportunity to attach comments within ten (10) school days. The signature in no way indicates agreement with contents thereof. A copy of the evaluation will be forwarded to the Superintendent and one copy will be given to the employee.
- H) Evaluations may be conducted by the Principal, Director of Special Education, Assistant Principal, Director of Elementary Education or Superintendent. Other persons assigned by the Principal/Superintendent will assist in the evaluation process (i.e., classroom observations). Principals may confer with teachers about the IA’s performance. However, the Principal has the ultimate responsibility for evaluations.

Union #38 School Districts
Instructional Assistant Individual Goals

Name: _____ School Year: _____ Date Submitted: _____

Goal Statement: _____

Activities to Achieve Objectives	Date Started	Date Completed	Indicators of Accomplishment Training, Workshops, etc.

Date of Goal Setting Meeting: _____ Principal's Approval: _____ Date: _____

Union #38
Instructional Assistant Observation Form

Instructional Assistant _____ School _____ Date/Time _____ Observer _____

A: Observation Setting: _____

		Meets Goals		
		Yes	No	Not Observed
Prepared for daily activity				
Interacts positively with students				
Gives clear directions/clarifies directions as needed.				
Keeps students on task and redirects students when necessary				
Delivers instruction/services effectively				
Assists students with the use of technology				
Consults with classroom teacher when needed				
Collects data to document student progress				
Encourages students to participate in oral and written activities				
Understands instructional goals as evidenced through work with students				
Knowledgeable of expected student behavior				
Works as part of instructional team				
Follows protocol established for student/program/helps with classroom routine				
Knows requirements of Individual Ed Plans when working with students on IEP's				
Maintains safety of students at all times				
Monitors cafeteria/recess effectively				

Comments: _____

Signature of Observer

Date

Signature of Instructional Assistant

Date

Signature of Principal

Date

