

**Contract Between the Clinton Public School District
and the American Federation of State, County,
and Municipal Employees,
AFL/CIO State Council #93, Local #3720,
Instructional Assistant Employees**

School Year: 2020-2021



TABLE OF CONTENTS

PREAMBLE..... 3

ARTICLE I4

 Recognition & Purpose.....4

 Rights & Responsibilities4

ARTICLE II 5

 Dues and Agency Fees.....5

ARTICLE III 6

 Seniority 6

ARTICLE IV 7

 Grievance Procedure7

ARTICLE V 10

 Hours of Work.....10

ARTICLE VI 11

 Sick Leave11

ARTICLE VII11

 Leaves of Absence.....11

ARTICLE VIII13

 Vacancies –Job Posting & Bidding 13

ARTICLE IX.....14

 Sick Leave Buy Back Policy14

ARTICLE X14

 Longevity..... 14

ARTICLE XI15

 Tuition Reimbursement Program.....15

ARTICLE XII15

 Faculty Meeting and In-Service Days15

ARTICLE XIII15

 Substitute Pay.....15

ARTICLE XV15

 Term of Agreement.....15

ARTICLE XVI 15

 Summer Work.....15

APPENDIX A-Salary Schedule.....17

APPENDIX B-Performance Evaluation Tool.....19

Preamble

Pursuant to the provisions of Section 178 of Chapter 150E of the Massachusetts General Laws, this agreement is made between the Town of Clinton School committee, hereinafter referred to as the "Committee" and the American Federation of State, County and Municipal Employees, AFL/CIO State Council #93, Local #3720, Clinton School Department Instructional Assistant Employees, hereinafter referred to as the "Union", to cover all matter related to wages, hours, and other conditions of employment.

Article I - Recognition and Purpose

The Committee shall recognize the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for all Instructional Assistant, excluding employees regularly scheduled to work less than 20 hours per week, employed by the Clinton School Department as certified by the State Labor Relations Commission, MCR #4734.

Letters of employment for positions included within the bargaining unit will include the following language: "Employment in the Clinton Public Schools is in accordance with the terms and conditions outlined in the Collective Bargaining Agreement between the Clinton School Department and AFSCW Local #3720".

Whenever a new Instructional Assistant classification is established by the Employer, the Union shall be notified and a meeting shall be scheduled as to whether or not such new classification should be included into the Bargaining Unit. In the event that no agreement can be reached, either party may petition the State Labor Relations Commission for a decision on the matter.

The Employer will not aid, promote, or finance any labor group or organization, which purports to engage in collective bargaining, or make any agreement with any such group, or individual for the purpose of undermining the Union or changing any condition contained in this Agreement.

The Union shall submit to the Committee, a list of its officers and official representatives and the dates of their term of office. The Committee shall recognize such persons as official representatives of the Union.

The Committee shall submit to the Union a list of its members and official representatives of the School Department no later than September 1st of each year.

The Committee agrees that no employee shall consult or represent another relative to wages, hours, and other conditions of employment without prior notice and presence of Union Officials at such meeting.

Rights and Responsibilities

It is recognized that the Committee has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility, and prerogative to direct the operation of the public schools in all its aspects. These rights, responsibilities, and prerogatives are not subject to delegation in whole or in part, except that the same shall not be exercised in a manner inconsistent with or in violation of any of the specific terms and provisions of this agreement.

A. This Committee is a public body established under, and with the power provided by, the statutes of the Commonwealth of Massachusetts as the elected representatives of the citizens of the Clinton School District charged with the responsibility of established the education policies of the public schools of said District.

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

B. There shall be no discrimination, by Superintendents or other agents of the Employer, against any employee because of his/her activity of membership in the Union.

1. The parties to this Agreement agree that they shall not discriminate against any person because of race, creed, color, sex, age, gender, gender identity, sexual orientation, or national origin, and that such person shall receive the full protection of this Agreement.

C. In the event the Employer modifies, alters, changes, and/or adds job duties or requirements, the Employer shall provide notice to the Union and an opportunity to bargain over such changes, if applicable.

Article II - Dues and Agency Fees

Section 1. Employees may tender monthly membership dues by signing the Authorization for Payroll Deductions for Dues form. During the life of this Agreement and in accordance with the terms of the form of Authorization of Check-Off of Dues, hereinafter set forth as Appendix B, the Employer agrees to deduct Union members hip dues levied in accordance with the Constitution of the Union from the pay of each employee who voluntarily executes or has executed such form.

Section 2. The Employer shall require, as a condition of employment, during the life of this Agreement, that each employee covered by this Agreement, shall on or after the thirtieth (30'b) day following the beginning of such employment of the effective date of this Agreement, whichever is later, pay an agency service fee to the Union, and the Employer agrees to deduct from each employee's earnings the amount authorized in writing by each employee in accordance with the terms of the Authorization of Payroll Deduction for Agency Service Fee form, hereinafter set forth at Appendix B of this Agreement. The Union agrees to indemnify and hold harmless from any litigation that may arise out of or result from the terms of this Article (Pursuant to M.G.L. 150E). The Union assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the treasurer of the Union.

Section 3. The Employer agrees to remit the aggregate amounts deducted pursuant to Section I and 2 above, to the Business manager of Council #93, on or before the twentieth (20) day of the succeeding month along with a list of those employees from whom dues or service fees have been deducted. It is further understood and agreed that at times, due to workload or staffing in the Finance Department, or other unforeseen circumstance, it may be impossible to remit within the above mentions time period. In such circumstances the Union agrees that it will not attempt to unreasonably enforce said time requirement.

Article III - Seniority

A. The length of uninterrupted service of the employee in the Clinton School Department shall determine the seniority of the employee, and will be determined as of the starting date of employment.

B. The Committee agrees in principle with the concepts of Seniority as applied to:

1 . Transfer or reassignment: Qualifications and seniority shall be used in accordance with the Article on Job Posting and Bidding.

2. Promotions: Seniority may be used in accordance with the Article on Job Posting and Bidding.

a. Seniority dates shall be set by the starting date of employment. Employees hired on the same date seniority will be determined by Evaluations. If evaluations are equal then a random drawing will be conducted.

b. Temporary employees shall be laid off first.

c. The least senior Instructional Assistant employee in the Clinton School Department shall be laid off first. Unless job specific job qualifications of that job (i.e. ESL, A.B.A.) cannot be met by the next senior member. In the event the next senior member does not have hold the requisite certifications/trainings, he/she shall have the opportunity to obtain the required certifications/trainings. If the district is not providing the necessary trainings during the time frame, the qualifications must be met at the Employee's expense (Tuition reimbursement may be available – see article XI) prior to the start of the next school year.

d. The Employer shall notify the employee at least fourteen (14) days prior to the effective date of the layoff.

e. Laid off employees shall have recall rights, according to seniority, for two (2) years from the date of the layoff or the employee's length of service, whichever is less.

C. The committee will establish a seniority list and this list shall be brought up to date at the beginning of the school year and a schedule will be sent to the President and the Secretary of the Union by the Superintendent. This will be done no later than the last working day in September each year.

D. In the event any employee covered by this contract is dismissed from service or laid off as a result of district-wide reductions in force, employees so laid off shall be offered the first opportunity to fill any vacant position, or any newly created position, covered by the Bargaining Unit subject to the following conditions:

1. The Employer's responsibility to so offer positions at the same or lower classification for a period of one (1) year for employees after the employee's dismissal or layoff:

2. The most senior employee dismissed and/or laid off shall be given the first opportunity. If that employee does not take the position, it shall be offered to other such dismissed or laid off employees, in descending order of seniority. For employees hired on the same date, which employee shall be offered first return will be based on evaluations.

3. If a former employee accepts such an offered position, and such position is different from that which the former employee was previously regularly assigned, there shall be a 60 workday period of probationary employment. If, during said period, the applicable department head recommends that the employee's services be terminated because he/she is not qualified or capable of performing the duties of that position, the employee that is released will be placed back on the seniority list and shall have full rights to be recalled.

E. Employees who are released under this Article will have the right to recourse under Article IV of this Agreement.

F. Any employee returning to employment under the procedure set forth above, shall return to service with his/her former seniority status, provided, however, that any intervening time out of service shall not be counted towards calculating seniority.

G. Any employee returning to employment under the procedure set forth above, shall return to service with all benefits accrued at the effective date of said layoff.

H. Employees hired on or after the implementation date of this Agreement, shall be probationary for the first 181 days of employment. A non-probationary employee may be disciplined, suspended, and/or discharged only for just cause. Grievances involving discipline shall start at Step 2 of the procedure in Article IV.

1. Employees rehired after the two-year period shall have no seniority rights or previously accrued benefits.

Article IV - Grievance Procedure

A. Definitions:

1. A "grievance" is a claim or complaint based upon an event, act, or condition which effects the interpretation, meaning, or application of any of the conditions of this Agreement.

2. A "grievant" is a person or persons, and/or the Union itself making the claim or complaint.

3. A "party in interest" is the person or persons, and/or the Union making the claim and filing the grievance and any person who might be heard or gives testimony in order to resolve the grievance.

4. When filing a grievance, an employee or the Union must state, in writing, the specific provision of the Agreement that is alleged to have been violated and is being grieved.

B. Purpose

1. The purpose of this procedure is to resolve, at the lowest possible administrative level, equitable solutions to the problems that may arise at any time affecting the welfare or working conditions of employees and/or the contractual rights and Privileges of their professional Union. Both parties agree that grievance proceedings will be kept informal and confidential at every level of the procedure.
2. The original grievance must be the only grievance submitted at a subsequent level when the party does not accept the decision rendered at the entry level of his/her grievance.

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 shall be made to expedite the process. The time limits specified may, however, be in particular circumstances, reduced or extended by mutual agreement in writing.

Level One

The grievance shall be presented, in writing, within ten (10) school days of the alleged violation to the immediate supervisor or administrator AND the Principal to whom the grievant is specifically assigned. The appropriate administrators shall thereafter meet with the grievant in an effort to settle the grievance. Any meeting with reference to the above shall be held during non-school hours.

Level Two

If at the end of ten (10) school days next, following such presentation at Level One, the original grievance shall not have been disposed of to the satisfaction of the grievant, said grievant and/or the Union may, within ten (10) school days thereafter, present the original grievance, in writing, to the Superintendent of Schools, who shall thereafter meet with the grievant and his/her representative in an effort to settle the grievance.

Level Three

If at the end of fifteen (15) school days next, following presentation of the original grievance at Level Two, the grievance shall not have been disposed of to the satisfaction of the grievant, said grievant and/or the Union may submit that grievance, in writing, to arbitration through American Arbitration Association of the Massachusetts Board of Conciliation and Arbitration in accordance with said tribunals, voluntary rules and regulations then pertaining. The costs of the Arbitrator shall be shared equally by the School Committee and the Union. The arbitration award made shall be final and binding upon the School Committee, the Union, and the grieving employee(s) if any. Grievances not resolved to the satisfaction of the grievant, which are not filed by the Union with the American Arbitration-Association or the Massachusetts Board of Conciliation and Arbitration within thirty (30) work days of the meeting with the Superintendent or his/her designated representative(s), or the Massachusetts Board of Conciliation and Arbitration, will be deemed to have been waived.

D. Miscellaneous

1. Grievances submitted in written form shall be responded to in written form by the principal or immediate supervisor. The first written statement of the grievance must set forth the specific of the alleged violation(s) including sections of the Contract.
2. All written communications, documents, and records, relating to any grievance, shall be maintained in a file separate from the personnel file of any employee involved in the proceedings. Unless requested, in writing, to do otherwise by all employees named in such records, any documents, communications, and records dealing with the processing of a grievance, will be kept in the strictest confidence and will not be made available or referred to potential employers or others inquiring about said employee(s), but not having been a party in interest to the actual proceedings to the extent allowed by law.
3. Any party in interest may be requested at all stages of the grievance by a person or persons of his own choosing, except that a grievant may not be represented by a representative or an officer of any organization other than AFSCME and/or its parent affiliates. When an employee is not to be represented by AFSCME and/or its agents, the Union will be informed by the grievant of the impending proceedings and shall have the right to be present at the proceeding and to state its views at all stages of the particular grievance matter.
4. If any employee covered by this Agreement shall present any grievance without representation by the Union and/or its agents, the disposition, if any, of the dispute shall be consistent with the provisions of this Agreement. The circumstances shall be transmitted, in writing, to the Union by the employer at the same time a decision is delivered to the employee grieving the matter without representation.
5. The Employer shall, upon request, make available to all parties in interest, School Department records and documents in its possession, necessary to the processing of any grievance to the extent permitted by law.
6. When attendance at grievance proceedings is required of an employee to provide information, to serve as a witness, to represent a party in interest, or to otherwise take part in grievance deliberations during the school day, said employee will be released from normal and assigned duties without loss of pay as notwithstanding, every effort will be made by all parties in interest to schedule grievance sessions in the participants' non-working hours.
7. Any grievance initiated by the Union itself shall be submitted directly at Level Two. (The Superintendent of Schools Level).
8. The Employer and the Union view the grievance procedure as a problem-solving procedure, which may be used with impunity.

9. Pending the Arbitrator's final decision of grievance, hereunder the employee and/or the Union shall proceed diligently with the performance of duties of said employee and/or the Union, in accordance with the Superintendent's decision.

10. It is understood that the Union may not bring forth a grievance on behalf of an individual bargaining unit member, but may bring forth a grievance in its own name where the Union, as a whole, has been aggrieved.

11. The Arbitrator shall have no power to add to or subtract from the explicit terms and conditions of this Agreement.

12. No information may be presented to the Arbitrator that has not been previously presented through the grievance process.

13. A Union Steward shall, upon application to the Superintendent, be granted reasonable time off during working hours to investigate and adjust grievances.

Article V - Hours of Work

- A. The work year of the employees covered by this Agreement shall begin the first day of Staff Orientation and terminate on the last day of the school year of the following year. Instructional Assistant employees will normally work 6 hours per day. However, in the event that an Instructional Assistant is required to report to work before the normal start time, or after the normal end time, he/she shall be paid based upon a 6.5 hour per day work schedule as contained in the Salary Scale included in Appendix A of this Agreement. For example, an Instructional Assistant who reports to work prior to, or after, the normal workday to perform "Bus Duty" shall be compensated as a 6.5 hour per day employee.
- B. Determination of starting time shall be made by the Employer. Schedules may be changed by the Employer or made from time to time to suit varied conditions of school operation as deemed necessary by the Employer. Work schedules including starting and quitting times for employees shall be posted in their respective employee's buildings. Such changes except emergency situations shall require 14 days notice and be discussed with the Union representative.
1. All Instructional Assistant's work schedules shall provide for 30 minutes of prep time each shift. The 30 minutes prep time is not to be used for personal time or to extend lunch. The prep time is to be used strictly as a means to improve the productivity and efficiency of Instructional Assistants while providing service in the classroom. In order to promote transparency and accountability, School Administrators may call a meeting with each Instructional Assistant at the beginning of each school year to discuss the following: When the Instructional Assistant plans, or is scheduled, to use the 30 minute prep time; what the Instructional Assistant plans to accomplish during the 30 minute prep time; and, if possible, where the Instructional Assistant plans to take the 30 minutes of prep time.

- C. In the event that employees are instructed to delay reporting to work or there is an unscheduled early release, employees who report to work that day will receive a full days pay. If the day is rescheduled to be made-up at a later date the employee will receive pay only for the hours worked the day of the delay or early release.

Article VI - Sick Leave

There shall be a sick leave program for all employees covered under the scope of this agreement, and it shall be understood to be: Earned sick leave of **1.5** days per day per month (**15** days per year) with unlimited accumulation.

The parties agree that they may bargain a "sick leave bank" for the benefit of cases of extreme personal illness or injury of an employee who may apply to the sick leave bank for additional sick leave with pay beyond the total of the employee's accumulated sick leave.

Employees absent three (3) consecutive days may be required to submit a doctor's note upon their return to work.

Employees absent ten (10) consecutive days may be required to undergo a medical review by a School Department Physician or his/her designee.

Effective the first day of the school year, employees shall receive three (3) personal leave days with pay not deducted from sick leave.

In the first year of employment, employees will receive their personal leave days at the end of their probationary period.

Personal leave does not carry over from year to year.

Personal leave may not be used to extend a vacation period. Reasons for a personal leave request may be requested before or after a vacation, holiday, or weekend.

Article VII - Leaves of Absence

A. Bereavement Leave - Members of this Unit shall be granted the following temporary leaves of absence with pay:

1. Up to, five (5) consecutive work days, at one time, as the result of the death of a husband, wife, mother, father, son, daughter, brother, or sister of employee.
2. Up to, three (3) consecutive work days, at one time, as the result of the death of a grandfather, grandmother, grandchild, uncle, aunt, nephew, niece, first cousin, son-in-law, daughter-in-law, brother-in-law, sister-in-law, mother-in-law, or father-in-law of employee.
3. One (1) day as the result of a death to a family relative not directly related by bloodline. Further leave may be granted at the discretion of the Superintendent, up request by the employee.

B. Military Leave

1. A military leave of absence without compensation shall be granted to any employee called to active duty with the U.S. Armed Forces.
2. U.S. Military Service incurred by an employee after the onset of his employment shall be credited as time served within the bargaining unit, provided that he/she applies for reinstatement with the employer within ninety,(90) days of discharge or release to inactive duty.
3. An employee in full-time employment in the military reserve shall be paid while on reserve duty for a period not exceeding seventeen (17) calendar days. The eligible employees shall be entitled to the same leaves of absence with pay as other employees. This leave shall not affect vacation time.

C. Professional Leaves

Upon recommendation of the Principal, and the approval of the Superintendent, leaves with full pay will be granted to an employee covered under this Agreement to attend approved workshops, training, and/or safety classes, etc.

D. Jury Duty

All permanent employees who because of jury duty, miss normally scheduled working time as required by the Court, shall be paid an amount equal to the difference between the employees' normal weeks wages and compensation received for jury duty.

E. Continuity

All above listed customary and approved leaves of absence will not constitute a break in service, nor interrupt the accrual of seniority. Any leave of absence beyond what is customary, although approved by the School Committee, will not constitute a break in service, but will freeze the accrual of seniority until such time as the employee returns to work. Additional leave may be granted at the discretion of the School Committee after request by the employee through the Superintendent. All above leaves may be extended up to one (1) year. Each request will be considered on an individual basis. But will not be used to accrue any employment benefit (e.g. step advancement, longevity, seniority, etc.) which is based on time served. This restriction does not apply to time spent on paid maternity leave. FMLA.

F. Absence Without Pay

1. Maternity Leave

- a. Employees who have worked at least six (6) months shall be entitled to up to eight (8) weeks of maternity and adoptive leave without pay, in accordance with S.105D of MGL 149.
- b. Employees with at least one (1) year of service may be eligible for Family and Medical Leave Act leave in accordance with the Clinton Public Schools FMLA policy.

c. Employees eligible for FMLA are eligible for Small Necessities Act leave in accordance with the school's policy.

2. Miscellaneous Leave

a. A leave of absence without pay of up to six (6) months may be granted for the purpose of caring for a sick member of the employee's family. Additional leave may be granted at the discretion of the Superintendent.

b. A leave of absence without pay of up to one (1) year may be granted to an employee with the approval of the Superintendent. Such a leave of absence may be extended by the superintendent at the employee's request.

A leave of absence without pay will not accrue seniority or longevity, but will freeze the employee's current level of seniority and longevity until such time as the employee returns to work.

Article VIII - Vacancies - Job Posting & Bidding

A. When a position covered by this Agreement becomes vacant, or a new position is created, and the School District intends to fill the position such positions shall be posted ten (10) working days or more before the filling of such position. Notices shall be in places accessible to employees covered under this Agreement and list the hours, area, and qualifications required of the position. Applicant's eligible and desiring to fill such vacancy shall apply, in writing, within the ten (10) day posting period.

1. If such a position becomes available during a vacation period when the workload is dictated by time limits, the ten (10) day posting period of the position may be waived once agreed upon by the Superintendent and the Union Executive Board.

2. In the event the employer deem it necessary to fill a vacant position during the above mentioned posting period, because of staffing needs, the employer shall pay the affected employee the higher salary rate, when applicable, from the first day of filling of said vacancy. The filling of vacancies in the above situations is not intended to discourage employees from applying for vacancies posted. Nothing in this provision shall exclude those temporarily assigned from applying for a vacant position they may hold during the above-mentioned posting period.

B. Changes in hours, etc., shall require re-posting.

C. Whenever the Employer creates a new position which it believes should be accreted to the bargaining unit, it will so notify the Union and engage in collective bargaining over the wages, hours, and terms and conditions of employment for the new position.

D: Probationary Employment

The first six (6) months of employment in the School Department shall be the probationary period, during which time the employee may be terminated for cause or no cause. A non-probationary employee may be disciplined or discharged for just cause only.

Employees who transfer into the bargaining unit shall be considered probationary for thirty (30) days, or the remainder of a six (6) month probationary period, whichever is longer.

Article IX - Sick Leave Buy Back Policy

A. When the employment of any member of this Unit ceases under the following circumstances: Retirement (pursuant to the terms of the Worcester County Retirement Act); Reduction in Force; or death (to be paid to the employee's beneficiary and/or estate), the employee shall receive full pay for unused sick days in accordance with the table listed below:

1. After ten (10) years - 20% of unused sick days to a maximum of \$7000.00

Article X - Longevity

All non-teaching personnel will be entitled to the following Longevity payments:

\$220 after ten (10) consecutive years of service in the Clinton School System as a full time equivalent employee;

\$550 after fifteen (15) consecutive years of service in the Clinton School System as a full time equivalent employee;

\$990 after twenty (20) consecutive years of service in the Clinton School System as a full time equivalent employee;

\$1,540 after twenty-five (25) consecutive years of service in the Clinton School System as a full time equivalent employee;

\$2,200 after thirty (30) consecutive years of service in the Clinton School System as a full time equivalent employee;

\$2,970 after thirty-five (35) consecutive years of service in the Clinton School System as a full time equivalent employee;

\$4,070 after forty (40) consecutive years of service in the Clinton School System as a full time equivalent employee.

1. Longevity payments are divided into payments equal to the number of paydays of the employee. Employees shall be notified by September 15 of each year of their current longevity amount. A copy of all employees' longevity amounts shall also be sent to the union steward by September 15. Effective 2018-2019, these payments shall be paid in a lump to be disbursed during the first pay period in December. In the event the employee resigns or is terminated during the school year, the longevity payment shall be prorated and factored into the final pay calculation.

2. Time spent on a leave of absence without pay in excess of five (5) days shall not be included in calculating service credit for the purpose of determining eligibility for longevity payments.

Article XI- Tuition Reimbursement Program

The Committee will pay up to \$1000.00 per contract year for professional development opportunities -or courses at colleges or post secondary trade schools that the Superintendent deems to be related to the performance of an employee's duty, provided that the employee has received prior approval from the Superintendent.

Article XII - Faculty Meeting and In-Service Days

A. In the interest of cooperation, personal involvement and the good of the district, Instructional Assistants are strongly urged to attend faculty and department meeting.

B. For the school year 2011-12 all full time instructional assistants will have the option of attending at least half of the professional development days, with required attendance days to be determined, with no loss of compensation. Starting in school year 2012-13, all full time instructional assistants will have the option of attending all professional development days, with no loss of compensation.

C. Instructional Assistants who work on in-service days beyond 181 days, will be paid a per diem rate for that day. See formula on Appendix A.

Article XIII - Substitute Pay

A Instructional Assistant who is assigned as a substitute for a minimum of three hours on the same day, shall receive time and one-half the employees' regular rate of pay or prorated substitute teacher pay, whichever is greater. The employer shall not alter staffing levels to avoid the payment of substitute pay.

Article XV - Term of Agreement

Subject only to the right to re-open by mutual agreement, this contract shall be effective as of the first day of school, **2020**, for staff through June 30, **2021**. The parties agree that not later than May 1, **2021** they shall enter into negotiations to become effective for school year **2021-2022**. The existing contract will remain in effect, in its entirety, until the new contract is ratified and signed by the parties.

Article XVI - Summer Work

The parties agree that bargaining unit employees may be employed by the School District in the Summer Reading Program, on a voluntary basis, but such service is not covered by this contract.

If an employee is working during the summer in an Instructional Assistant role for a school funded program, then they shall receive compensation based on their hourly wage from the previous school year. If the position is grant funded the compensation shall be subject to terms of the grant which shall be outlined on the posting.

In Witness thereof, the parties hereunto set their seal this ____ day of October, 2020.

School Committee

AFSCME Council 93
Local 3720, AFL-CIO
Unit D-Non-Teaching Personnel
Instructional Assistant Unit

Date: _____

Date: _____

Appendix A –Salary Scale

Instructional Assistants with certain qualifications that are required for their job will be compensated an additional .25 cents per hour per skill upon approval from the superintendent for their unique skills. Lists of those skills used for direct services to children they work with are:

- ABA Trained
- Interpreter
- Sign Language
- Restraint Trained EDBD Room

.50 cents per hour will be added to Instructional Assistants that hold a Massachusetts Teacher Certification.

SALARY SCALE: 2020-2021 1% Increase

1. Present employees will receive their pay in salary, in twenty-six biweekly equal installments. At the end of the school year, the employee may request a lump sum payment for their remaining salary that would normally be paid out over the summer, provided that the employee makes a formal request, in writing, to the Superintendent no later than May 15th. The parties recognize that weekly pay will not reflect the actual hourly rate and that anomalies and/or variances may be made up, to be paid at the end of the school year.
2. Employees who have not fulfilled requirements deemed necessary by the Department of Education and the Clinton Public Schools, by 2006 will not receive any further step advancement until said employee fulfills his/her obligations.
3. All Instructional Assistants will be evaluated yearly for the first three years of employment and every other year thereafter. Any Instructional Assistant scoring an unsatisfactory evaluation will be re-evaluated within six months. If said employee receives another unsatisfactory evaluation said employee may be subject to progressive discipline up to and including termination.
4. The Performance Evaluation Tool is set forth in Appendix B.
5. The Union and the Committee agree to create a sub-committee to define the qualifications required to be considered “ABA” trained. Specifically, this committee will examine and come to a mutually agreeable solution regarding Registered Behavioral Technician (RBT) training.

FY21 SALARY SCHEDULE

Instructional Assistants

2020-2021 (FY21)				
1%				
6 hours per day	Hourly	Daily	Yearly	Bi-Weekly
Step				
1	\$15.79	\$94.72	\$17,144	\$659.38
2	\$17.61	\$105.66	\$19,125	\$735.58
3	\$19.44	\$116.62	\$21,108	\$811.85
4	\$21.26	\$127.56	\$23,088	\$887.98
5	\$21.99	\$131.94	\$23,881	\$918.50
6	\$22.73	\$136.39	\$24,687	\$949.50
7	\$23.39	\$140.35	\$25,403	\$977.04
8	\$24.07	\$144.41	\$26,138	\$1,005.31
9	\$24.55	\$147.30	\$26,661	\$1,025.42

APPENDIX B

PERFORMANCE EVALUATION TOOL

Recognizing that there is a need for annual evaluation of all employees for both the purpose of improving performance and providing a record to address deficiencies in performance, the following evaluation procedures shall be followed each school year for each Instructional Assistant.

NOTIFICATION:

All instructional assistants shall be informed of the building or district administrator who will serve as the primary evaluator for the IA for the year. This notification shall occur by October 1.

PRE-CONFERENCE:

Each IA and Evaluator shall meet prior to November 15 to review job expectations and provide any suggestions for the current school year.

OBSERVATIONS:

Sometime after the Pre-Conference, each IA will be observed for a minimum of 15 minutes and given feedback a minimum of one (1) time. This will be an unannounced observation that may take place at any time during the day except during the IA's prep-time or duty free lunch.

Feedback will be provided on the observation. If the observation indicates that there is a need for improvement or if it is unsatisfactory, another observation shall be conducted within 30 school days.

It is understood that the purpose of observations is to help provide meaningful feedback for the purpose of improving teaching and learning. Staff who incorporate suggestions for improvement provided in the observation will be recognized as taking steps towards improvement. In other words, observations will not be "Averaged"; we are looking for growth and improvement.

EVALUATION:

The final evaluation shall provide each IA with a rating in each of the following competency areas. Each rating shall be 1-4 to correspond with the following descriptors:

- 1- Unsatisfactory - Does not or rarely demonstrates the competency area
- 2- Needs Improvement - Usually demonstrates some of the competency area
- 3- Proficient - Usually demonstrated competency in all aspects of the competency area
- 4- Exemplary - Usually demonstrated competency in all aspects of the competency area and is able to demonstrate, model, or train other IA's.

Clinton Public Schools
Instructional Assistant Evaluation

Instructional Assistant: _____ School Year: _____

Building: _____ Position: _____

Evaluator: _____

Pre-Conference Date:
Pre-Conference Comments & Recommendations:

Observation Date, Time, and Duration:
Observation Setting:
Observation Comments & Recommendations

Competency Area	Rating	Comment
Curriculum & Planning		
Meeting the Diverse Needs of All Learners		
Culturally Proficient Communication		
Reliability & Responsibility		

Overall Rating:

Overall Comments & Recommendations:

Instructional Assistant

Date

Evaluator

Date