

*WEBSTER INSTRUCTIONAL
ASSISTANTS'
CONTRACT*

*July 1, 2022
To
June 30, 2025*

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ARTICLE I - RECOGNITION

- 1-1 For the purposes of collective bargaining with respect to wages, hours, other conditions of employment, the negotiations of collective bargaining agreements, and any questions arising there under, the Committee recognizes the Association as the exclusive bargaining agent and representative of all full-time and regular part-time Instructional assistants and ABA (Applied Behavior Analyst) Assistants employed by the Webster Public Schools, excluding managerial and confidential employees, and all other district employees. Any reference to Assistants shall include both Instructional and ABAs unless a distinction in benefits and/or working conditions and is clearly identified.
- 1-2 The Webster Public School District does not discriminate on the basis of race, color, creed, national origin, ancestry, age, sex, religion, physical or mental disability, homelessness, sexual orientation or gender identity.
- 1-3 If any provision of this Agreement is found contrary to law from those judgments no appeal has been taken within the time provided for doing so, such provision shall be modified forthwith by the parties hereto to the extent necessary to conform thereby. In such case, all other provisions of this Agreement shall remain in effect.
- 1-4 It is understood at the onset that all school employees serve for the benefit of the student. The conditions outlined in this Agreement reflect that realization. All employees are also bound by all policies adopted by the School Committee.

ARTICLE II - COMMITTEE RIGHTS

- 2-1 The School Committee is a public body established under and with the powers provided by the Laws of the Commonwealth of Massachusetts, and nothing in this Agreement shall be deemed or construed to derogate from or impair any power, right, or duty conferred upon the Committee by law or any rule or regulation of any agency of the Commonwealth.
- 2-2 Except as is otherwise expressly provided by the terms of this Agreement, the determination of policy, the operation of the schools, and the direction of the working forces are vested exclusively in the Committee. The Committee retains its right to hire, assign, evaluate, reprimand and fire employees, as it deems necessary.

ARTICLE III - ASSOCIATION RIGHTS

- 3-1 Members of the categories noted above in 1-1 who participate in the process of resolving grievances, as a professional problem in the manner indicated herein shall not be subject to discrimination for such action.
- 3-2 The resolution of all grievances and professional problems shall be in accordance with the procedures, which are part of this agreement.
- 3-3 The Association shall be provided bulletin board space for the posting of official notices and other official materials relating to Association activities.
- 3-4 The Association shall have the right to use interoffice mail, including email or other electronic communication for the purpose of notification to their members, but not to include discussion of union issues or items related to collective bargaining. All electronic communication must comply with the District's user agreement.
- 3-5 On twenty-four (24) hours' notice to the principal of the school, the Association shall have the right to schedule meetings in the building after regular duty hours and during the lunch time of the members of the bargaining unit involved on matters concerning their employment and the provisions of this agreement provided the space requested has not been previously committed. These meetings will be held during the regular school year and will not be in conflict with janitorial staffing.
- 3-6 The Committee shall permit the president of the Association or a designated representative to visit the schools during his/her free time for any purpose relating to the terms and conditions of this agreement. If conferences with members of the bargaining unit are necessary, they shall be scheduled after school hours so as not to interfere with the school program, unless agreed to by the Superintendent or his/her designee.
- 3-7 A copy of the School Committee agenda and School Committee minutes shall be made available to the president of the Association.
- 3-8 The Committee agrees to make payroll deductions for those members who so request.
- 3-9 The Committee hereby accepts the provisions of Section 17C of Chapter 180 of the General Laws of Massachusetts in accordance therewith, shall certify to the Treasurer of Webster all payroll deductions for the payment of dues to the Association duly authorized by the employees covered by this contract. Such dues deductions shall be in equal payments until paid.

- 3-10 Upon request by either party there will be at least three (3) meetings annually between the Superintendent and the Association to discuss matters of mutual concern. A school committee member may also be included if the issues to be discussed fall under his/her jurisdiction.

ARTICLE IV - WORKING CONDITIONS

4-1 Sick Leave

A. Each full time assistant shall be credited with fifteen (15) days sick leave each school year. Sick leave credit will begin the first working day of the month in which the employee is employed. Sick leave shall be accumulated to a total of one hundred twenty (120) days. In any given year a member will be entitled to use the full fifteen (15) day annual allotment of leave due to illness. Subsequent sick time will be charged to accumulated sick leave. After four (4) consecutive days absent the employee may be required to present a doctor's note.

B. In addition to personal illness or injury, sick leave may be utilized for a maximum of five (5) days for illness in the immediate family. Immediate family shall mean mother, father, spouse, daughter, son, brother, sister, mother-in-law, father-in-law, grandparent, grandchild, and any person living in the same household.

C. Assistants shall, upon proper notification and any necessary sick day contribution, be entitled to participate in the sick leave bank for secretaries, custodians, and administrators and non-contract personnel in accordance with The Sick Leave Bank Policy.

4-2 Assault of Employee and Compensation Therefore

A. Assistants will immediately notify the building principal and provide specific and articulate documentation if their personal property is damaged or stolen while on duty for the district. Such report shall be forwarded to the Superintendent and his/her designee, who will review using due diligence and respond to any reasonable request from the Assistant for reimbursement.

B. No Assistant shall be held responsible for loss, damage, or destruction of school property or children's property, when such loss, damage, or destruction is not the fault of the Assistant.

4-3 Substituting

If an Assistant substitutes for a teacher or for an Applied Behavior Analyst (ABA) Assistant for less than two (2) cumulative hours daily, there will be no additional compensation. If however, the Instructional Assistant covers for a teacher or an Applied Behavior Analyst (ABA) Assistant for two (2) or more cumulative hours daily, he/she will receive an additional **\$50** stipend for the day. When a teacher is

absent, an instructional assistant will be called upon if a substitute teacher is unavailable. The instructional assistant will perform his/her regular duties when working with a substitute teacher. However, an assistant who works with a specific teacher/class will be asked, for the sake of continuity, to cover that class when the need arises. ABAs can be assigned at the building administrator's discretion when and if a student is absent, first within their own program, then where they are needed. ABAs will receive a **\$50** stipend for coverage of a teacher for 2 or more hours.

4-4 Holidays

Holidays - The following days or whenever they are celebrated shall be considered to be paid holidays for full time assistants: Labor Day, Columbus Day, Veterans' Day, Thanksgiving, Christmas Eve, Christmas, New Year's Day, Martin Luther King Jr. Day, Good Friday, Memorial Day, Presidents' Day, Patriots' Day, **Juneteenth (unless the holiday falls on a Saturday or after the end of the school year)** and Assistants will be paid for a full day for the day before Thanksgiving and the day after Thanksgiving.

When a half day falls before Holiday Break, unit members will be paid for a full day.

* Assistants working programs that include the Fourth of July will receive the Fourth of July as a paid holiday.

4-5 Personal Days

Assistants will be allowed two (2) personal days annually which may be taken in half-day increments. Personal leave is to be used for personal business that cannot be accomplished outside of the school day. Personal days will not accumulate and will not be deducted from sick days. Personal days may not be taken during the first or last 10 days of the school year, or on the day before or after a school holiday or vacation, except in an emergency or with prior approval of the Superintendent. All requests for personal leave must be approved by the Building Principal at least two (2) days in advance. Such approvals shall not be unreasonably withheld.

Assistants are expected to report for work on every day school is in session except as allowed by the provisions of this agreement. There is no option for unpaid personal days beyond the scope of this agreement, except as approved in advance by the Superintendent.

4-6 Funeral Leave

In the event of death in the immediate family, a member will be granted leave with pay, not to exceed four (4) working days, to attend the funeral or commemorative service or to attend to other needs surrounding the death. Immediate family shall mean mother, father, spouse, daughter, son, brother, sister, mother-in-law, father-

in-law, grandparent, grandchild, and any person living in the same household. In the event of death of a brother-in-law or sister-in-law or any other relative, one day of paid leave will be granted. A member may take up to four (4) days of leave per year to attend services for the death of friends. Bereavement days will be deducted from sick days. The Superintendent may grant additional bereavement leave, if extenuating circumstances exist. If granted, the additional time will be charged to sick leave.

4-7 Hours of Work

A. The workday of Unit members will be determined by the building principal. With prior approval of the building principal, with input from the Board Certified Behavior Analyst (BCBA) and Director of Student Services, ABA paraprofessionals and Instructional Assistants who are **responsible for data collection** may **request** an additional hour per week to synthesize and graph data and or make materials. **Paraprofessionals who work in specialized programs may be granted additional time (not to exceed one hour a week) to develop materials their students need. Teachers of these specialized programs will request this additional time through the building principal and Director of Student Services.** Unit members will be notified whenever possible of their assignments and work schedules at least two weeks prior to the opening of school.

During their regularly scheduled workday whenever practical, Assistants will receive one (1) fifteen (15) minute break and an unpaid thirty (30) minute duty free lunch. With the approval of the building principal, the unit members will work out the scheduling of the lunch and break times with their cooperating teacher.

B. Work hours for Assistants will be established annually. Once established, assistants will be consulted regarding any change in work hours and will be notified of such change in a timely manner.

C. Instructional assistants will have the opportunity in June to indicate their preference (if any) for duties for the following school year. Duties will be assigned on an equitable basis. Consideration of requested duties will be used in assignment wherever possible. But there is no guarantee of placement.

D. If an assistant is assigned to a student(s) who needs to be accompanied during transport to and from school, the assistant will be offered the opportunity to supervise the student during transport and be paid at his/her hourly rate. The Assistant may choose to do just one segment of the transport (to or from school). The position (for one or both transport segments) will be emailed to all unit members with preference given to members in which the school the transportation is based.

E. An Assistant who is assigned to a student whose IEP requires assistance with toileting, will receive a \$1.00 hourly differential. This differential will not be

applied if the student is absent or if the student's needs change and he/she no longer requires assistance. If the assigned assistant is absent, the substitute will receive the differential instead of the assistant.

The parties acknowledge that this differential is not intended to compensate an assistant for the occasional assistance they may provide, typically to younger elementary students in toileting and bathroom assistance.

4-8 Job Posting and Bidding

A. On an annual basis, the Superintendent will notify all assistants that they may file a statement of interest in a transfer to a permanent vacancy. Assistants desiring to transfer shall file such statement with the Superintendent's office by April 15th of each year.

B. Permanent vacancies (defined as an added position in the table or organization or an ongoing position that has been permanently vacated, except positions created by an enrollment shift within the same school or department) shall be simultaneously posted both externally and internally. Assistants must apply for such vacancies within ten (10) school days of the posting, except in the month of August when the application deadline shall be five (5) days. All current employees who apply or have filed a statement of interest applicable to the vacancy shall be given consideration for the vacancy.

C. In filling such vacancies, due weight shall be given to the professional background, attainment and seniority of all applicants. When qualifications are equal, preferential consideration will be given to qualified assistants already employed by the School District.

D. In extenuating circumstances, the Superintendent may request and the Association may agree to waive the time limits set forth above.

E. Every effort will be made to notify the unit members of their assignment, hours, and required professional development days by August 15th. Unit members will be notified of changes in their assignment that develop during the summer as soon as possible and provided the opportunity to meet with the administration relative to any changes.

F. The president will be promptly notified when a new employee is hired and also when an employee leaves the School District.

4-9 Involuntary Transfer

Although the Committee and the Association recognize that some transfer of Assistants from one school to another, or within a school if there is a substantial change in the duties of the position, is unavoidable, they also recognize that

frequent transfer of Assistants is disruptive of the educational process and interferes with optimum Assistant performance.

An involuntary transfer will be made only after a meeting with the Assistant involved and the appropriate administrator or principal, at which time the Assistant will be notified of the reasons for the transfer. This meeting shall take place within two (2) weeks of said notification when it is a building change, except in the case of an emergency.

4-10 Job Descriptions

Either party may request a meeting to review job descriptions and make recommendations for revision to the Superintendent.

4-11 Evaluations

A. Formal Evaluation

All staff shall be formally evaluated using factors reasonably related to an assistant's performance, with a mark for each factor and an overall rating. Overall ratings shall be: "Exceeds Standards," "Meets Standards" or "Does not meet Standards."

Assistants will be evaluated formally every year. Formative evaluations may be conducted at any time during the year; summative evaluations must be completed by June 1st.

B. Evaluators

1. No supervisor shall supervise or evaluate a relative.
2. The Principal or designated supervisor outside of the bargaining unit will be responsible for all evaluations. Input will also be sought from the teacher for whom the assistant works and for the ABA Paraprofessionals input will be sought from the BCBA's.

C. Schedule, Meetings, and Procedures

1. At the beginning of each school year, the responsible administrator or his or her designee shall meet with assistants for the purpose of explaining the evaluation program and instrument and answering questions.
2. In any area where the responsible administrator or designee indicates a need for improvement, he/she will provide the assistant with a written prescription. The assistant may attach comments to the prescription.

If an assistant's performance results in an interim or annual evaluation of "Does not meet Standards", the evaluation prescription may contain a requirement that an assistant take advantage of additional professional

development training or other opportunities offered by or through the School Department to correct a weakness or deficiency which caused the “Does not meet Standards” rating.

3. If the responsible administrator had adjudged an assistant “Does not meet Standards” on an annual evaluation the responsible administrator may initiate termination by recommending to the Superintendent that such assistant be terminated.

An annual “Does not meet Standards” evaluation rating must be preceded by at least two interim overall “Does not meet Standards” evaluation ratings during that school year. An assistant may be removed from the classroom, dismissed, or suspended for just cause prior to the completion of the prescriptive period specified in this paragraph.

When an interim overall rating is “Does not meet Standards” the responsible administrator must clearly convey the reasons in writing to the assistant.

4. Factor marks, less than annual overall ratings, and comments on an annual overall evaluation form are neither grievable nor arbitrable. An annual overall “Does not meet Standards” rating shall be maintained as a permanent part of the employee’s personnel record and may be grieved and arbitrated. Any such grievance shall be dealt with expeditiously. In the event of a concurrent dismissal the grievances shall be merged and treated as a single grievance. An employee may grieve an annual overall rating of other than “Does not meet Standards” up to but not beyond the level Superintendent.

5. The following individuals shall receive an interim evaluation prior to November 15 if at all possible:

a. Assistants who were evaluated during the previous school year as “Does not meet Standards” overall or in a particular area.

Summary of significant dates and deadlines:

Date	Activity
June 1	Annual Evaluation of assistants
November 15	Interim Evaluation of assistants who received a “Does Not Meet Standards” in their evaluation from the prior school year.
November 15	Interim Evaluation of assistant who are new to school building.

4-12 Delayed Opening/Early Dismissal
Assistants will be paid for their full scheduled hours on all unscheduled delay or early dismissal days due to snow, or other emergencies if they report in and work the adjusted school hours.

4-13 Just Cause
The employer reserves the right to discipline, suspend or terminate an employee for just cause. The Employee will be notified in writing of any suspension or discharge. The employee shall have the right to take up the suspension and/or discharge as a grievance. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure. If the employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public. Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other rights and conditions of employment.

ARTICLE V - BENEFITS

5-1 Health Benefits
All Assistants regularly scheduled to work in excess of twenty (20) hours per week shall receive such health benefits as the Town of Webster may provide for all full-time employees as follows:

A. The premium shall be shared at seventy five percent (75%) by the Town and twenty five percent (25%) by the employee.

B. All employee health insurance contributions will be based upon pre-taxed dollars.

C. Any employee who elects to obtain health insurance other than through the Town of Webster shall receive a stipend of Five Hundred Dollars (\$500) each year of the contract. This provision also applies to employees who opt not to receive Town insurance because their spouse or other family members obtain health insurance through the Town of Webster. Employees hired after the start of the year or who leave employment before the end of the school year will have the stipend prorated by a ratio of the number of days worked to the number of days in the full work year.

D. Health Insurance shall be provided in accordance with the Town's program as established via Chapter 32B.

5-2 Other Benefits

All assistants regularly scheduled to work in excess of twenty (20) hours per week shall be entitled to participate in any other insurance or benefit plan as the Town of Webster may provide for all full-time employees. The exception to this rule is that employees must meet the hourly requirement for participating according to the Town Retirement policy.

5-3 Professional Development

A. All Instructional Assistants will be required to work 185 days which includes 5 professional days. **ABA Professionals will attend and be paid for the first three (3) PD days each year.** ABA professionals will be required to work 182 days, including **three (3)** days prior to the start of school for students. **An additional 2 days of safety training as recommended by the Director of Student Services will be offered.** These days will be scheduled in the summer as close to the start of school as possible. All unit members will be required to work all professional development half days.

B. If Instructional Assistants are required by the Superintendent/Building Principal/Program Director to attend scheduled workshops/professional days, or if the Instructional Assistant requests permission and such request is granted, the Instructional Assistant will receive his/her hourly pay while in attendance. Bargaining unit members will receive paid professional development on the same days that teachers have professional development. Reasonable steps will be taken to offer relevant professional development to the Instructional Assistants on early release days.

C. The School Committee agrees to pay costs of undergraduate level and graduate level courses taken for professional improvement by individuals covered by this agreement under the following conditions:

1. Instructional assistants are eligible for course reimbursement, the beginning of their fourth year of employment after becoming highly qualified.
2. The Superintendent must approve all courses prior to enrollment. Payment will be made for all tuition costs (including tuition, fees, books, lab fees, etc) of courses taken by instructional assistants for professional improvement. Such approval shall not be unreasonably withheld.
3. The instructional assistant must receive a grade of “B” or better, or a “pass” grade.
4. Payment shall be made within thirty (30) days next following presentation to the Superintendent of evidence of successful completion of a course(s), and a copy of the receipted tuition bill and any other applicable receipts. Instructional assistants shall file course intention forms no later

than two (2) weeks prior to the start of the first class meeting. Such forms shall be available in each school and may be filed within the respective school offices.

5. Instructional assistants will be held to a total tuition limit not to exceed one course per year at the rate set by Worcester State College, Division of Graduate and Continuing Education. The total annual amount of course reimbursement will not exceed \$4,000.

D. An instructional assistant will serve as a representative to the district-wide Professional Development Committee established yearly by the employer; said representative will disseminate information to the members of the bargaining unit regarding available funds and professional development available to meet the requirements of 20 USC 6319©, the Elementary and Secondary Education Act of 2001. A representative will serve on a year to year appointment, to be made by the President of the Instructional Assistants Association.

5-4 Maternity Leave

A. As established in Massachusetts General Laws, Chapter 151B, Section 4 and Chapter 149, Section 105d.

B. The employee is entitled to return to the same or an equivalent position without loss of benefits under the contract for which she was eligible on the date her leave commenced. An assistant who receives maternity leave may apply accumulated sick leave toward this maternity leave for those eight weeks. Additional accumulated sick leave may only be used with a doctor's certificate verifying the need for additional disability recovery time due to the pregnancy.

5-5 Family and Medical Leave Act

Under the FMLA, any assistant shall be entitled to participate under the following conditions:

A. As stipulated under the Family Medical Leave Act which includes such assistants who have worked for the District for a total of 12 months and have worked at least 1,250 hours over the previous 12 months are eligible.

B. The District may grant leave beyond the twelve (12) weeks, upon request, where an assistant is entitled to more than twelve (12) weeks pay pursuant to the medical leave policy, or where the employee is receiving worker's compensation. The District reserves all rights that it may have under the Family and Medical Leave Act of 1993.

5-6 Medical Leave

A. Procedure. An employee requesting leave under this provision must give thirty (30) days' notice prior to the date the leave is to commence. If such notice is

impossible, then the employee must provide such notice as is practicable under the circumstances. The District reserves the right to deny requested leave in accordance with the Family and Medical Leave Act.

B. The request for leave should set forth the reason and should be accompanied by medical certification of the need for the leave. The District shall have the right to obtain a second opinion at its expense by having the employee examined periodically by a doctor of the District's choosing.

5-7 Family Leave

A. Duration. Employees are entitled to twelve (12) weeks leave in connection with the birth or adoption of a child, placement of a foster child or to care for a family member (spouse, parent or child) with a serious health condition. Leave for this purpose is unpaid, except as provided below.

B. Procedure. Employees requesting such leave must give at least thirty (30) days' notice prior to the date the leave is to commence. If such notice is impossible, then the employee must provide such notice as is practicable under the circumstances. The District reserves the right to deny requested leave in accordance with the Family and Medical Leave Act.

C. Medical Certification. In the case of a period of leave taken to care for a family member with the serious health condition, the District may require medical certification of the need for leave. The District shall have the right to obtain a second opinion periodically at its expense by a doctor of the District's choosing.

D. Pay and Benefits. Employees must exhaust all accrued sick and personal time as part of their leave under this provision. If the leave is due to the employee giving birth to a child, the employee may use up to eight (8) weeks of sick leave for this purpose.

5-8 Other Leave

A. An employee who desires such a leave should submit the request in writing to the Superintendent by May 1. The Superintendent shall be notified by February 1 of the intended date of return.

B. The Superintendent shall make his/her decision in writing within twenty school days after receiving the request.

C. Any employee granted an unpaid leave of absence shall have the right to return to an equivalent position or the same position, if available, with all the benefits they had accrued before the leave.

5-9 Jury Duty

The employer agrees to pay regular compensation to an employee for the first three days of jury duty as required by Chapter 234A, section 48, and the difference between an employee's wages and compensation received for jury duty thereafter as required by Chapter 234A, section 51.

ARTICLE VI – COMPENSATION

All Compensation and benefits shall be prorated on a per diem basis. Annual benefits shall be prorated by a ratio of the number of days worked in the year based on 185 days for instructional assistants and 182 for ABA assistants.

- 6-1 **All Instructional Assistants will be required to work 185 days which includes 5 professional days. ABA Professionals will attend and be paid for the first three (3) PD days each year. ABA professionals will be required to work 182 days, including three days prior to the start of school for students. An additional 2 days of safety training as recommended by the Director of Student Services will be offered. These days will be scheduled in the summer as close to the start of school as possible. All unit members will be required to work all professional development half days.** Days shall equal the employee's regularly scheduled hours except on full release days. All unit members will be required to work all professional development half days. (For example on district PD days everyone works the same scheduled hours for the full day.)

Step advancement on the negotiated salary grid will be awarded by July 1st of each year for those employees who have been on the payroll for at least 90 days and given satisfactory performance, as evidenced by meeting or exceeding standards on the agreed upon evaluation process.

For Unit Members

Sufficient professional growth to warrant a step raise will include obtaining highly qualified paraprofessional status as outlined by the Department of Elementary and Secondary Education, which includes the following beyond high school diploma or equivalent:

- An Associate's (or higher) Degree; OR
- Completion of 48 credit hours at an institution of higher education; OR
- Successful completion of the formal Massachusetts-endorsed Assessments: ParaPro or WorkKeys

AND

For Instructional Assistants: Completion of no less than 35 hours of professional development as indicated by certificates of completion of professional development points (PDPs) is required by all unit members.

For ABA Paraprofessionals: Completion of no less than 25 hours of professional development as indicated by certificates of completion of professional development points (PDPs) is required by all unit members.

Unit members participating in district professional development annually will meet this requirement.

The determination of whether or not a unit member has met the professional development hours and performance criteria each year will be determined by the evaluator. All step increases will be aligned to each unit member's annual evaluation. If it is determined that a unit member does not meet standards (professional development and performance) the evaluator will inform the unit member in writing no later than June 1. This notice will include setting forth the reason why the evaluator has found unsatisfactory performance and/or lack of professional growth. The Superintendent's decision to withhold a step raise will be subject to the grievance/arbitration process of this contract.

1 hour of qualifying Professional Development = 1 PDP

1 college credit = 15 PDPs = 1.5 CEUs

3 college credits = 45 PDPs = 4.5 CEUs

ABA

	2.75%	2.50%	2.25%
STEP	FY 23	FY 24	FY 25
1	\$18.15	\$18.60	\$19.02
2	\$19.05	\$19.53	\$19.97
3	\$20.01	\$20.51	\$20.97
4	\$21.01	\$21.54	\$22.02
5	\$22.06	\$22.61	\$23.12
6	\$23.17	\$23.75	\$24.28
7	\$24.33	\$24.94	\$25.50
8	\$25.46	\$26.10	\$26.69
9	\$26.74	\$27.40	\$28.02
10	\$28.06	\$28.76	\$29.41

Instructional Asst.

2022-23

Step #	Non-degree	Associates	Bachelors
1	\$16.00	\$16.42	\$17.26
2	\$16.56	\$16.98	\$17.40
3	\$17.14	\$17.56	\$18.40
4	\$17.74	\$18.16	\$19.00
5	\$18.36	\$18.78	\$19.62
6	\$19.00	\$19.42	\$20.26
7	\$19.66	\$20.08	\$20.92
8	\$20.35	\$20.77	\$21.61
9	\$21.06	\$21.48	\$22.32
10	\$21.80	\$22.22	\$23.06
11	\$22.56	\$22.98	\$23.82
12	\$23.35	\$23.77	\$24.61

2023-24 2.50%

Step #	Non-degree	Associates	Bachelors
1	\$16.40	\$16.42	\$17.26
2	\$16.97	\$17.40	\$17.84
3	\$17.57	\$18.00	\$18.86
4	\$18.18	\$18.61	\$19.48
5	\$18.82	\$19.25	\$20.11
6	\$19.48	\$19.91	\$20.77
7	\$20.15	\$20.58	\$21.44
8	\$20.86	\$21.29	\$22.15
9	\$21.59	\$22.02	\$22.88
10	\$22.35	\$22.78	\$23.64
11	\$23.12	\$23.55	\$24.42
12	\$23.93	\$24.36	\$25.23

2024-25 2.25%

Step #	Non-degree	Associates	Bachelors
1	\$16.77	\$16.79	\$17.65
2	\$17.36	\$17.80	\$18.24
3	\$17.96	\$18.40	\$19.28
4	\$18.59	\$19.03	\$19.91
5	\$19.24	\$19.68	\$20.56
6	\$19.91	\$20.35	\$21.23
7	\$20.60	\$21.05	\$21.93
8	\$21.33	\$21.77	\$22.65
9	\$22.07	\$22.51	\$23.39
10	\$22.85	\$23.29	\$24.17
11	\$23.64	\$24.08	\$24.96
12	\$24.47	\$24.91	\$25.79

6-2 Upon hire the Superintendent will determine placement on the salary schedule based of the following guidelines:

- A. Previous relevant work experience (all assistants)
- B. The Superintendent has the discretion to place individuals on the salary scale.

6-3 Stipends
\$1000 yearly stipend for Star/Quest (after completion of 90 days and prorated if employee leaves before end of year)

6-4 Longevity Pay
Longevity is defined as continuous years of service in the Webster School Department. In order to receive credit for a year of longevity, employees must have been employed for more than 90 days in a given school year. An Assistant will receive the amounts below based on the following schedule:

	2019-20	2020-21	2021-22
After the completions of years 10-14	\$600	\$700	\$800
After the completions of years 15+	\$1,100	\$1,200	\$1,300

(Longevity pay begins in September of the 11th year of service)
Stipends will be paid in a lump sum no later than the first paycheck of the new calendar year. The Seniority List will be used to determine unit members' eligibility for this stipend.

6-5 Military Leave
Military leave will be given in accordance with state and federal law.

ARTICLE VII - GRIEVANCE PROCEDURE

7-1 A grievance is hereby defined to mean a dispute involving the meaning, interpretation, or application of the contract.

- A. Failure at any step of this procedure to communicate the decision of a grievance within the specified time limits to the aggrieved employee and to the President of the Association shall permit the aggrieved party or parties to proceed to the next step.

B. Failure at any step of this procedure to appeal the grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

C. No reprisals of any kind shall be taken by any party of this contract Association, or any other participant in the grievance procedure by reasons of such participation.

D. A grievance that affects a group of employees from a different building, or department, or is of a general nature, may be submitted in writing by the Association to the Superintendent directly and the processing of such grievances shall be commenced at Level Two.

E. If an employee covered by this contract shall present any grievance without representation by the Association, the disposition, if any, of the grievance shall be consistent with the provisions of this contract. At the request of the grievant, the Association shall be permitted to be heard at each level of the procedure under which the grievance shall be considered.

When a grievance arises, the grievance must be filed within ten (10) school days (or when school is not in session, fourteen (14) calendar days) from the day of the event upon which the grievance is based, or from the date when the employee had or should have had knowledge of the event.

7-2 Procedure

A. Level One: A member of the Association with a grievance shall present it in writing to her immediate supervisor/principal within ten (10) school days of the event on which the grievance is based. Any meeting with reference to the above shall be held during non-school hours.

B. Level Two: In the event that the grievance shall not have been disposed of to the satisfaction of the aggrieved employee at Level One, or in the event that no decision has been reached within ten (10) school days after presentation of the grievance to the immediate supervisor/principal, the grievance shall be referred to the Superintendent within five (5) school days of the disposition under Level One.

C. Level Three: In the event that the grievance shall not have been disposed of at Level Two, or in the event that no decision has been rendered within ten (10) school days after the Level Two meeting, the grievance shall be referred in writing to the School Committee. At its next regular School Committee meeting, or at a special meeting called for the purpose of considering the grievance, the School Committee shall meet with the Association in an effort to settle the grievance. Said meeting will be held in accordance with the Open Meeting Law in that the grievant, upon his or her request, may choose to have the grievance heard in a public session. If the grievance shall not have been satisfactorily resolved within

ten (10) school days after the meeting with the Superintendent at Level Two, the Association may, within (5) days thereafter, present a written statement of the grievance to the School committee. The Committee shall notify the Association whether the grievance is within its jurisdiction, and if so, meet with the Association to consider the grievance. If the Committee determines that the grievance is not within its jurisdiction, it shall so notify the Association which may then proceed to arbitration in accordance with the following paragraph.

D. Level Four: If the grievance has not been disposed of to the satisfaction of the Association at Level Three within ten (10) days after the level three meeting, and if the grievance shall involve the interpretation or the application of any provision of the Agreement, the Association may, by giving written notice to the Committee within the five (5) day period following the expiration of such ten (10) day period, present the grievance for arbitration. The grievance shall be submitted to the Commonwealth of Massachusetts Board of Conciliation and Arbitration to be disposed of in accordance with its rules and regulations. The arbitrator shall have no power to add to, subtract from or modify any provisions of the contract. The School Committee and the Association shall equally share the expenses of such arbitration provided that the obligation of the Committee to pay anything other than its own expenses shall be limited to the liability which the Committee can legally undertake in that connection. The Committee shall not be responsible for any payment denied or refused as illegal by any official (other than a member or official of the Committee) having the power to deny or refuse such payment. In no event shall any present or future member of the Committee have any personal obligation for any payment under this agreement. The award made, if within, if within the Arbitrator's jurisdiction, shall be final and binding upon the School Committee, the Association, and the Assistant.

E. In the event that no decision has been rendered within twenty (20) school days after the Level Three meeting, the grievance will be assumed to have been settled in favor of the grievant.

F. No matter pertaining to a grievance procedure shall be included in an employee's personnel file unless so requested by the employee.

ARTICLE VIII - REDUCTION IN FORCE

8-1 Reductions

A. If it becomes necessary to reduce the number of positions in the bargaining unit, the Committee shall make every effort to accomplish said reductions by attrition and voluntary resignation. If that is not successful the following procedure will be followed:

1. Assistants may only bump within their classification, i.e. instructional assistants may only bump instructional assistants and ABA assistants may only bump ABA assistants.

2. The assistant with the least seniority in their classification will be affected by said reduction by using the seniority list compiled yearly by the Superintendent's Office.

3. If a group of assistants has identical lengths of service (i.e. First day services performed), then the Administration retains discretion for layoffs.

B. The Superintendent will provide written notice to each employee who may possibly be affected by reduction, no later than June 30, preceding each school year.

8-2 Recall

Employees who have been laid off shall be entitled to recall rights for a period of one year after the effective date of the layoff or until such time as an assistant refuses a vacant position in the district. During the recall period, employees shall have preference for any vacancy or new position for which they are qualified, in the inverse order of their layoff. Such qualifications shall be determined by the Superintendent of Schools and/or the Special Education Director.

8-3 Seniority List

A list specifying the seniority of each member of the bargaining unit in their classification shall be prepared by the Superintendent's office and forwarded to the President of the Instructional Assistants Association no later than November 1st of each year. If no challenge to the list is made by the Association within thirty (30) calendar days of receipt of the list, the list stands as written.

When a bargaining unit member terminates their employment or transfers to a position outside of the bargaining unit the bargaining unit member will lose their seniority rights. If however, an assistant transfers to a vacant position in a different classification within the unit, he/she will be able to retain and freeze their seniority in their former classification while they begin earning seniority in their new classification.

ARTICLE IX – PERSONNEL FILES

9-1 An assistant may, upon request submitted to the Superintendent one (1) day in advance, review and copy the contents of his/her personnel file and may have a representative of the Association accompany him/her.

9-2 No material originating after original hiring which is derogatory of an assistant's conduct, service, character or personality will be placed in his/her personnel file without a copy being provided to the assistant. Once provided, the assistant will have fifteen (15) school days in which to submit a response.

9-3 Any formal complaint regarding an assistant made to a member of the Committee, the Superintendent, or the assistant's supervisor shall be promptly called to the attention of said individual.

ARTICLE X - SCOPE OF AGREEMENT

10-1 No addition to, alteration, modification, or waiver of any terms or provisions of this agreement shall be valid, binding, or of any force or effect unless it is made in writing and executed by the Committee and the Association.

10-2 The failure, by either the school Committee or the Association in one or more instances to observe or enforce any of the provisions of this agreement shall not be construed to be a waiver of said provisions.

10-3 This agreement shall become effective July 1, **2022**, and remain in full force and effect until June 30, **2025**. Negotiations for a subsequent agreement will commence no later than the first Monday in November of **2024** upon written request of either party. This date may be extended by mutual agreement.

WEBSTER PUBLIC SCHOOLS
PERFORMANCE EVALUATION
INSTRUCTIONAL ASSISTANT

Name of Instructional Assistant _____ Employee# _____

School _____ Evaluator _____

The instructional assistant will be rated on each standard within the various categories.

There are two possible ratings:

Exceeds Standards= The performance of the instructional assistant consistently exceeds the standards and expectations of the Webster Public Schools

Meets Standards= The performance of the instructional assistant meets the standards and the expectation of the Webster Public Schools.

Does Not Meet Standards= the performance of the instructional assistant fails to meet the standards and the expectation of Webster Public Schools, and his or her performance, as measured against these standards, is unsatisfactory.

The evaluator will place a check (√) or an (X) in the box under the rating that describes the instructional assistant’s performance on that standard. Any rating of “Does Not Meet Standards: must be accompanied by a description of the problem and prescription for improvement. If a particular standard does not apply, record “NA” for not applicable. An overall rating of “Exceeds Standards”, “Meets Standards,” or “Does Not Meet Standards” must be given and recorded below.

An overall rating of Exceed Standards may be given only if all individual standards are rated at least “Meets Standards.” An overall rating of Does Not Meet Standards may be given only if at least three individual standards are rated “Does Not Meet Standards.”

Overall Rating:

_____ Exceeds Standards _____ Meets Standards _____ Does Not Meet Standards

Signature of Principal _____ Date ____/____/____

Signature of Instructional assistant _____ Date ____/____/____

The Instructional Assistant’s signature indicates that he or she has received the evaluation.

It does not denote agreement with its contents.

1. PROFESSIONAL COOPERATION

N/A	Exceeds	Meets	Does Not Meet	
	Standards	Standards	Standards	
a) Works cooperatively with peers.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Participates in school activities as appropriate for a staff member.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Exhibits cooperative relationships with parents.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d) Performs duties and assignments effectively under the direction of the classroom teacher or other immediate supervisor.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e) Participates in activities to promote the general welfare of the school and improved teaching and learning.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f) Maintains professional appearance and demeanor.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g) Treats students with fairness, respect and consistency.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

2. ATTENDANCE AND PUNCTUALITY

a) Maintains regular attendance in conformity with rules & regulations of the Webster Public Schools.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Maintains punctuality in all matters pertaining to professional role.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

3. ADDITIONAL STANDARDS

a) Assists the classroom teacher or other immediate supervisor with establishing and maintaining a challenging teaching and learning environment.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Assists the classroom teacher or other immediate supervisor with the provision of instructional activities at the appropriate level for all students.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Assists the classroom teacher of other immediate supervisor with establishing and maintaining appropriate management procedures.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

N/A

Exceeds **Meets** **Does Not Meet**
Standards **Standards** **Standards**

d) Assists the classroom teacher or other immediate supervisor with the creation of an environment in which students work with a sense of purpose and understand what is expected of them.....

f) Plans lessons for small group instruction at the direction of the classroom teacher or other immediate supervisor that will achieve the short and long term objectives of the classroom.....

g) Uses materials related to the objectives of the lesson at the direction of the classroom teacher or other immediate supervisor.....

k) Knows the subject matter and presents it clearly and logically.....

4. PROFESSIONAL GROWTH

a) Engages in **hands-on instruction** that contributes to the employee's performance in the teaching and learning situations **in the classroom**
.....

b) Participates in district / school professional development offered for Unit Members

APPENDIX B

**WEBSTER PUBLIC SCHOOLS
PERFORMANCE EVALUATION
ABA ASSISTANTS**

Name of ABA Assistant: _____ Employee # _____

School _____ Evaluator _____

The ABA Assistant will be rated on each standard within the various categories. There are three possible ratings:

Exceeds Standards = The performance of the ABA Assistant consistently exceeds the standard and expectations of the Webster Public Schools.

Meets Standards = The performance of the ABA Assistant meets the standards and the expectation of the Webster Public Schools.

Does Not Meet Standards = The performance of the ABA Assistant fails to meet the standards and the expectation of Webster Public Schools, and his or her performance, as measured against these standards, is unsatisfactory.

The evaluator will place a check (√) or an (x) in the box under the rating that describes the ABA Assistant's performance on that standard. Any rating of "Does Not Meet Standards" must be accompanied by a description of the problem and prescription for improvement. If a particular standard does not apply, record "NA" for not applicable. An overall rating of "Exceeds Standard," "Meets Standard," or "Does Not Meet Standards" must be given and recorded below.

An overall rating of "Exceed Standards" may be given only if all individual standards are rated at least "Meets Standards." An overall rating of "Does Not Meet Standards" may be given only if at least three individual standards are rated "Does Not Meet Standards."

Overall Rating:

_____ Exceeds Standards _____ Meets Standards _____ Does Not Meet Standards

Signature of BCBA _____ Date _____

Signature of ABA Assistant _____ Date _____

The ABA Assistant signature indicates that he or she had received the evaluation. It does not denote agreement with its contents.

1. PROFESSIONAL COOPERATION

	Exceeds Standards	Meets Standards	Does Not Meet Standards	NA
a) Works cooperatively with peers.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Participates in school activities as appropriate for a staff member.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Exhibits cooperative relationships with parents.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d) Performs duties and assignments effectively under the direction of the classroom teacher or other immediate supervisor.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e) Completes all training requirements as assigned by BCBA.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f) Maintains professional appearance and demeanor.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g) Treats students with fairness, respect, and consistency.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

2. ATTENDANCE AND PUNCTUALITY

a) Maintains regular attendance in conformity with rules & regulations of the Webster Public Schools.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Maintains punctuality in all matters	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

3. BASIC TRIAL INSTRUCTION

a) Eye contact was obtained prior to SD	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) SD is delivered clear and with precise wording.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Program is delivered on appropriate prompt level	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Exceeds Standards	Meets Standards	Does Not Meet Standards	NA
------------------------------	----------------------------	------------------------------------	-----------

- d) Appropriate verbal reinforcement is given.....
- e) Correction procedure is run, if needed
- f) Voice volume differs during SD/ reinforce/ correction.....
- g) Data sheet is scored appropriately.....
- h) Teaching Materials are ready and organized.....
- i) A variety of materials are used for generalization.....
- j) Therapists helps create/organize or obtain needed materials.....
- k) Discrete book is kept in appropriate order
- l) Maintenance is run on student schedule
- m) VB- MAPP completed

4. REINFORCEMENT

- a) Therapist uses a variety of reinforcement categories.....
- b) Therapist randomly rotates preferred reinforcers.....
- c) Therapist conducts preference assessment.....
- d) Therapist invests in reinforcers and materials for child

- | | | | | |
|--|--------------------------|--------------------------|--------------------------------|--------------------------|
| | Exceeds Standards | Meets Standards | Does Not Meet Standards | NA |
| e) Therapist uses item in a variety of | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

ways

- f) Therapist is enthusiastic about delivery of reinforcer.....
- g) Reinforcement is delivered on a proper schedule.....

5. BEHAVIOR

- a) Therapist is consistent with following-through.....
- b) Therapist follows student behavior plans
- c) Ignores inappropriate behavior.....
- d) Blocks sensory seeking behavior....
- e) Denies access to tangibles based on behavior.....
- f) Does not let student escape or avoid work task.....
- g) Seeks out BCBA for questions regarding behavior plan
- g) Applies CPI crisis techniques effectively

Areas for Improvement:

Areas of Strength:

Autism Specialist

Date

ABA Assistant*

Date