

**AGREEMENT
BETWEEN
WILMINGTON SCHOOL COMMITTEE
AND
WILMINGTON EDUCATIONAL ASSISTANTS**

July 1, 2025 through June 30, 2028

TABLE OF CONTENTS

ARTICLE		PAGE
	Preamble _____	3
I	Recognition _____	3
II	Consultations _____	5
III	Grievance Procedure _____	5
IV	Arbitration _____	8
V	Management Rights _____	9
VI	Salaries _____	10
VII	Work Day - Work Year _____	12
VIII	Overtime Pay _____	15
IX	Parental Leave _____	15
X	Assignments _____	16
XI	Transfers – Vacancies _____	18
XII	Conditions of Employment _____	19
XIII	Sick Leave _____	21
XIV	Sick Leave Bank _____	22
XV	Bereavement Leave _____	24
XVI	Legal Leave/Jury Duty _____	24
XVII	Elected Office Leave _____	25
XVIII	Other Leaves _____	25
XIX	Holidays _____	25
XX	Personal Leave _____	26
XXI	Professional Development and Protection _____	27
XXII	Reduction in Force _____	28
XXIII	Health and Safety _____	29
XXIV	Separability and Savings _____	29
XXV	Duration _____	29
XXVI	Subcontracting _____	29
	 Signature Page _____	 31
Appendix A	Evaluation Tool _____	32
Appendix B	Side Agreement (Job Descriptions) _____	33
Appendix C	Side Agreement (Diapering and Toileting) _____	34

AGREEMENT

Agreement between the WILMINGTON SCHOOL COMMITTEE and the EDUCATIONAL ASSISTANTS.

Pursuant to the provisions of Chapter 150E of the General Laws of Massachusetts, this Agreement is made and entered into this 1st day of July, 2025 by the Wilmington School Committee (hereinafter sometimes referred to as the "Committee") and the Wilmington Teachers Association (hereinafter sometimes referred to as the "Association").

PREAMBLE

The general intent and purpose of this Agreement is in the mutual interests of the Town and the Association to provide for the operation of our school buildings under methods which will further to the fullest extent possible the safety, welfare and health of the school children of the Town of Wilmington under conditions which will insure uniformity of conditions of employment, economy of operation, quality and quantity of performance.

By the consummation of this Agreement, the parties seek to continue and promote harmonious relations and mutual cooperation between the Committee and the Association; to formulate work rules to govern the relationship; to set forth the agreement of the parties with respect to rates of pay, hours of work and conditions of employment under which members represented by the Association perform their duties; to provide an orderly and equitable adjustment of all grievances as herein defined, all with the goal of improving the education system of the Town of Wilmington.

The parties recognize and agree that the provisions of this Agreement are intended to be given their full force and effect while, at the same time, they must be construed in accordance with the terms of the Massachusetts Education Reform Act of 1993, and any subsequent amendments thereto. Accordingly, and by way of example only, there may be instances where the parties have agreed the "Committee" is to act when, in fact, as a result of the Education Reform Act the Superintendent or their designee and/or Principal(s) must now do so. It is the party's intention that the obligations of this Agreement continue to be fulfilled even though statutory powers to act may have been delegated to and must be exercised by persons or entities other than those expressly named herein. However, the parties also recognize that the Education Reform Act may have an impact on, or prevent, the fulfillment of certain obligations of this Agreement. When such a situation occurs, the Superintendent or their designee will notify the WTA and the parties will meet to discuss and resolve the issue in a manner which gives full effect to the Education Reform Act and the parties' intent as contained in this Agreement.

ARTICLE I RECOGNITION

Section 1.

In recognition of the fact that a majority of the employees in the unit described below in an election conducted by the Massachusetts Labor Relations Commission in Case No. MCR-1198 have designated the Massachusetts Teachers Association as their bargaining representative in all matters of collective bargaining under the provisions of General Laws Chapter 150E, the Committee recognizes the

Association as the exclusive bargaining agent for the employees in the following unit for the purpose of collective bargaining with respect to wages, hours, and other conditions of employment.

Members of the Unit: All Educational Assistants (hereinafter sometimes referred to as "Employee"), including General Education Tutors, Behavior Assistants, and Job Coach Assistant, excluding all others.

The pronouns "they" and "them" shall refer to all school employees regardless of sex unless the plain meaning of the context demands otherwise.

The Committee agrees that it will make available pertinent non-confidential information from its records which may be necessary to the Association to independently make proposals and counter-proposals in the negotiating process.

Section 2.

This is a complete agreement between the parties covering all subjects of bargaining for the term hereof. Except as set forth below in this Section, the Committee shall not be under any obligation to negotiate with the association any modifications or additions to this Agreement which are to become effective during the term hereof.

Should the School Committee contemplate a change of existing policy not covered by this Agreement which affects wages, hours or other conditions of employment of employees covered by this Agreement, the School Committee shall notify the Association regarding such change and shall meet to negotiate concerning such change.

Section 3.

The Committee recognizes the right of the Association to collect an agency fee from all non-members for whom the Association bargains. As a condition of their continued employment while this Agreement shall continue in effect, every employee covered by this Agreement is and when not a member in good standing of the Association, shall pay to the Association, a fee to be determined by the Executive Board of the Association but not to exceed an amount proportionately commensurate with the costs of collective bargaining and contract administration; provided, however, that in no case shall such condition arise before the 40th day next following the date of the beginning of the employee's employment or work year.

Section 4.

The Association shall indemnify and save or hold harmless, the Committee against all claims, demands, suits or any other form of liability which may arise by reason of any action taken pursuant to this Article.

Section 5.

Part-time Educational Assistant's pay, sick time, personal days and holidays will be prorated based on the employee's FTE equivalent.

**ARTICLE II
CONSULTATIONS**

Section 1.

In recognition of the fact that ideas and opinions systematically and periodically collated and expressed are of significant value in improving the quality of education as well as the efficient and economical operation of the Wilmington School System; and in recognition of the Association's knowledge of the ideas and opinions of the members of the unit, the parties agree that the Vice President will meet periodically with the Superintendent or their designee on an "as needed" basis with seven (7) days' notice, if necessary.

Section 2.

This procedure is not intended to replace the grievance or arbitration procedures set forth herein or to make any matter a mandatory subject of discussion at any time other than at consultations that would not be mandatory subject of discussion in the absence of the provisions of this Section.

Section 3.

The school administration agrees to give the union Vice President one hour of paid time to review collective bargaining agreements with new employees.

Section 4.

Consultation sessions can be scheduled by the Vice President of the Educational Assistants or their designee with the Superintendent or their designee on an "as needed" basis with seven (7) days' notice, if necessary.

**ARTICLE III
GRIEVANCE PROCEDURE**

Both parties to this Agreement recognize the desirability of exerting an earnest effort to settle grievances at the earliest possible time. The Association agrees to make a careful investigation of a complaint before submitting it under the Grievance Procedure in order to ascertain whether, in its opinion, the grievance complaint is reasonably justified under the terms of this Agreement and whether there is reasonable cause to believe that the claim is true in fact.

Section 1.

For purposes of this Agreement, a grievance shall be defined as a complaint between the Committee and the Association and/or any member of the unit involving only an alleged specific and direct violation of express language of a specific provision of this Agreement.

Section 2.

It is agreed that any individual member of the unit or members of the unit, if they so desire, shall have the right at any time to present grievances to a supervisor, the Superintendent, the Committee, or a representative of the Committee without the intervention of the Association, provided that any

adjustment of grievances so presented shall not be inconsistent with the terms and conditions of this Agreement, and provided further that a representative of the Association is to be given an opportunity to be present at such adjustment and be informed on the facts pertinent there to. The Association will be provided with a copy of the remedy provided at any level of the grievance procedure.

Section 3.

A matter which is not specifically covered by any provision of this Agreement or which is reserved to the discretion of the Committee by the terms of the Agreement may not be the subject of a grievance under the Agreement. Nothing in this agreement is to be construed as preventing a member of the unit from discussing a problem with their immediate supervisor.

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum, and every effort should be made to expedite the process. The time limits specified may be extended only by prior mutual agreement. It is understood and agreed that no grievance, dispute, misunderstanding or difference between the parties arising out of acts which occurred prior to the execution of this Agreement shall be submitted to the Committee under the provisions of this Article.

Section 4.

No written communication, other document, or record relating to any grievance shall be filed in the personnel file maintained by the School Department in the Town of Wilmington for any member of the unit involved in presenting such grievance.

Section 5.

The purpose of the procedure set forth hereinafter is to produce prompt, ethical, and equitable solutions to those problems which from time to time may arise and affect the conditions of employment of the employees covered by this Agreement. The Committee and the Association desire that such procedure shall always be as informal and confidential as may be appropriate for the grievance involved at the procedural level involved.

Section 6.

If at the end of ten (10) school days next following the occurrence of any grievance or ten (10) school days next following the date when the member of the unit should reasonably have had first knowledge of its occurrence, the grievance shall not have been presented at Level One of the Procedure set forth below, the grievance shall be deemed to have been waived, and any grievance in course under such procedure shall also be deemed to have been waived if the action required to present it to the next level in the procedure shall not have been taken within the time specified thereof.

Level One.

The grievance shall be presented in writing during non-working hours by the employee to the appropriate immediate supervisor and/or principal of the employee.

Level Two.

If at the end of five (5) school days next following such presentation the grievance shall not have been disposed of to the employee's satisfaction the grievance shall forthwith be presented in writing within five (5) school days to the Superintendent, who shall within ten (10) school days thereafter, meet with the employee in an effort to settle the grievance.

Level Three.

If at the end of ten (10) school days next following the meeting with the Superintendent or their designee the grievance shall not have been disposed of to the satisfaction of the member of the unit, the member of the unit may refer the grievance in writing to the Chairman of the School Committee within five (5) school days.

The School Committee or its designated representative and the member of the unit shall meet to discuss the grievance as promptly as possible, normally within fifteen (15) school days after receipt of an appeal from Level Two. The School Committee will give its written answer to the grievance within five (5) school days following the conclusion of the meeting.

Level Four.

If no satisfactory settlement is made, and if the grievance shall involve an interpretation or application of a specific provision of this Agreement, the Association may appeal to arbitration by written notice of such intention to appeal within five (5) school days after receipt of the written answer under Level Three. No matter involving grievances presented by employees covered by this Agreement may be referred to arbitration without the approval of the Association. The appeal to arbitration shall be processed in accordance with the conditions and procedures set forth in Article IV (Arbitration).

Section 7.

A grievance not initiated within the time specified shall be deemed waived. Failure of the employee filing the grievance to appeal a decision within the time limit specified will mean that the grievance shall be considered settled on the basis of the decision last made and shall not be eligible for further appeal.

Failure of the School Committee or its representatives at any level to answer an appeal within the time limit specified shall mean that the appeal may be taken to the next step immediately. The above limitations may be waived by mutual agreement of the parties

Section 8.

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

Section 9.

Notwithstanding the provisions of Section 2 of this Article, the individual member of the unit, if they so desire, shall have the right to be represented by the Association at the appropriate level of the grievance procedure.

Section 10.

The Educational Assistants shall have the right to initiate a grievance if it affects two or more members in like positions and to start it at Level II. It shall be called a group grievance and will be handled by the Vice President or Grievance Chairperson.

ARTICLE IV ARBITRATION

Section 1.

In the event the Association or the Committee elects to submit a grievance to arbitration, the arbitrator shall be selected according to and governed by the following procedure: The arbitrator is to be mutually selected by the Committee and the Association. If the Committee and the Association cannot agree within seven (7) school days after written notice specified above of the intention to arbitrate, then the party demanding arbitration shall within three (3) school days thereafter request the American Arbitration Association or the Massachusetts Board of Conciliation and Arbitration, only if both parties agree to use the Massachusetts Board of Conciliation and Arbitration, to provide a panel of arbitrators. Said arbitrator is then to be selected under the provisions of the Voluntary Labor Arbitration Rules which apply to the hearing.

Section 2.

The fees of the American Arbitration Association and of the arbitrators and the expenses of any required hearings shall be shared equally by the Committee and the Association, but each party shall bear the expenses of its representatives, participants, witnesses, and for the preparation and representation of its own case. The obligation of the Committee to pay shall be limited to the obligation which the Committee may legally undertake, and in no event shall any present or future member of the Committee or Association have any personal obligation for payment under the provisions of this Agreement.

Section 3.

The arbitrator's award shall be in writing and shall set forth his findings of fact with reasoning and conclusions. They shall arrive at their decision solely upon the facts, evidence and contentions presented by the parties through the arbitration proceeding. The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement, and in reaching their decision shall interpret the Agreement in accordance with the commonly accepted meaning of words used herein and the principle that there are no restrictions intended on the rights or authority of the Committee other than those expressly set forth herein. Subject to the foregoing, the decision of the arbitrator shall be submitted to the School Committee and the Association and shall be final and binding upon the Committee, the Association and the member or members of the unit who initiated the grievance.

Section 4.

Notwithstanding anything to the contrary, no dispute or controversy shall be the subject for arbitration unless it involves the interpretation or application of a specific provision of this Agreement. The parties may, by mutual agreement, submit more than one pending grievance to the same arbitrator.

It is the express intent of the parties hereto that the Arbitration Procedures defined in this Article be limited to matters involving the interpretation and application, claim of breach, or violation of this Agreement. No other subject, direct or collateral, shall be arbitrable except by written mutual agreement signed by the Association and the Committee.

The party initiating a grievance shall, if arbitrated, have the obligation of going forward with its case before the other party shall be required to present its case or adduce any testimony or introduce any evidence. Any party raising the issue of arbitrability shall first proceed on the matter.

ARTICLE V MANAGEMENT RIGHTS

The Committee is a public body established under and with powers provided by the statutes of the Commonwealth of Massachusetts and nothing in this Agreement shall be deemed to derogate from or impair any power, right, or duty conferred upon the Committee by statute or any rule or regulation of any agency of the Commonwealth. As to every matter not specifically mentioned or provided for in the Agreement, and except as expressly or directly modified by clear language in a specific provision of this Agreement, the Committee retains all the powers, rights and duties that it has by law and may exercise the same at its discretion without any such exercise being made the subject of a grievance or arbitration proceeding hereunder.

Subject to the provisions of this Agreement, it is recognized that in addition to other functions and responsibilities the Committee has and will retain the right and responsibility to direct the operation of the employees and in this connection to determine the methods, processes and work, and to select and hire employees, including the right to make and apply rules and regulations of discipline, efficiency and safety.

It shall also have the right and responsibility to discharge or otherwise discipline any employee for just cause, to promote and transfer, and to lay off because of lack of work or other cause unless otherwise hereinafter provided.

Newly hired Educational Assistants will be on a probationary period for eighty (80) school days. The probationary period shall be extended for one (1) workday for each workday the employee is absent during the probationary period. During the first thirty (30) school days of their employment, the Educational Assistant's supervisor will outline their progress and discuss it with the Educational Assistant. At the end of the eighty (80) school day probationary period, an employee may only be discharged for just cause. If an employee is discharged during the probationary period, they will be given a written statement stating the reason(s) for discharge.

**ARTICLE VI
SALARIES**

Section 1.

All bargaining unit members will receive all pay stubs via electronic means. All employees shall be paid in accordance with the salary schedule as follows:

EDUCATIONAL ASSISTANTS

Step	FY26	FY27	FY28
1	\$ 19.09	\$ 20.83	\$ 21.56
2	\$ 20.18	\$ 22.01	\$ 22.78
3	\$ 21.32	\$ 23.17	\$ 23.98
4	\$ 22.44	\$ 24.27	\$ 25.12
5	\$ 23.50	\$ 25.41	\$ 26.30
6	\$ 24.61	\$ 26.61	\$ 27.54
7	\$ 25.77	\$ 27.74	\$ 28.71
8	\$ 26.86	\$ 28.80	\$ 29.81
9	\$ 27.89	\$ 29.83	\$ 30.87
10	\$ 28.89	\$ 30.13	\$ 31.18
11	\$ 29.18	\$ 30.43	\$ 31.49
12	\$ 29.47	\$ 31.03	\$ 32.12
13	\$ 30.06	\$ 31.73	\$ 33.08
LPN	\$ 33.90	\$ 35.00	\$ 36.22

Section 2.

Beginning with the fifteenth year of employment, each member of the unit will be entitled to annual longevity payments based on the schedule listed below:

Year 15 to Year 19	\$ 900 annually
Year 20 to Year 24	\$1,500 annually
Year 25 to Year 29	\$2,200 annually
Year 30 and thereafter	\$3,000 annually

Said payments will be made to employees over the number of pay periods by fiscal year, effective from the date of their anniversary date. Longevity calculation is pro-rated by fiscal year.

Section 3.

The Committee agrees to deduct from the salaries of employees in its employ the dues for the Association as each employee authorizes the Committee to deduct, and to submit the monies promptly to the Association. The employees' authorization will be in writing and in an appropriate form.

Section 4.

Employees shall have the option to be paid over 21 or 26 pay periods. Employees electing either payment option must give written notice of their choice to the Director of Administration and Finance

by June 1 of the preceding school year. Each employee in these categories shall be paid in accordance with the option of their choice unless or until they notify the Director of Administration and Finance in writing by June 1 of the preceding school year of their desire to change the opted method of payment. All employees of the unit shall be paid via direct deposit.

Section 5.

By October 1st of each school year, every member of the unit shall be notified either in writing or electronically of their sick leave days and hourly rate of pay for that specific year.

Section 6.

Members of the unit required to travel from one building to another as part of their regularly scheduled duties will receive a mileage reimbursement equal to the then in effect IRS mileage allowance.

Section 7.

New employees who have related experience providing or supporting instruction in a public school setting will be credited with one step for every two years of experience, not to exceed five (5) steps (excluding the LPN position). The Superintendent may make exceptions to this provision at their discretion, but in no event will such an exception result in a new hire being at a step that is above their years of applicable experience providing or supporting instruction in a public school setting.

Section 8.

If an employee has a degree deemed of high value to the district, as determined by agreement between the Superintendent or their designee and the Vice President of the Educational Assistants' Unit or their designee, they shall be paid as follows:

Associate's Degree*	\$600.00
Bachelor's Degree*	\$850.00
Master's Degree*	\$1,600.00

**Note the qualifications requirement as outlined in language above.*

Section 9.

An employee possessing certain certifications deemed of high value to the district as determined by the Superintendent and the Vice President of the Educational Assistant unit shall be eligible for a special qualifications stipend in the amount of \$850 per year. Such certifications include but are not limited to Massachusetts Educator Licensure, Wilson Reading System Level I, Registered Behavior Technician, or Applied Behavior Analysis.

Section 10.

Effective August 27, 2025, the District will pay an annual stipend in the amount of \$750.00 to each bargaining unit member that (1) is assigned to regularly work in either (a) the pre-K integrated classrooms, (b) the STRIDES program, or (c) the Life Skills program classroom; and (2) consistently

performs toileting duties for students within those classrooms or programs who require such services beyond ordinary assistance or accidents.

If a bargaining unit member who does not meet the requirements set forth above wishes to be considered for eligibility for the annual stipend, then said member may complete the log and submit it to their building principal as required below. The principal, or their designee, will consider whether the bargaining unit member's individual circumstances merit consideration for the annual stipend and, if the principal or their designee determines that the circumstances do merit eligibility for the stipend, then the District will pay the stipend to the member as outlined below. The principal's or their designee's decision in this matter will be final and not subject to grievance or arbitration. Effective July 1, 2026, the principal's or their designee's decision of whether to approve this stipend for an individual bargaining unit member will be subject to grievance or arbitration.

Each year, the principal, or their designee, of the building in which the bargaining unit member works will determine the bargaining unit member's eligibility for this stipend by the end of May. The District will pay this stipend to the bargaining unit member by the end of June each year.

If a bargaining unit member becomes eligible or ineligible for the toileting stipend, based on the criteria set forth above, during the pendency of the school year, then the bargaining unit member will only receive a prorated portion of the toileting stipend based on the percentage of the school year for which they were eligible to receive it.

The District and the Association will jointly create a log for bargaining unit members who perform toileting duties to log the dates and times when they performed such duties no later than August 27, 2025. Bargaining unit members who wish to be considered for eligibility for the toileting stipend must complete this log, submit it to the principal responsible for determining their eligibility for the toileting stipend at the end of each month of the school year, and present it to the principal in its entirety by May 1 of each year.

If a bargaining unit member disagrees with the determination of eligibility for the toileting stipend, the bargaining unit member may communicate this to an Association representative, and an Association officer may in turn bring it to the attention of the Superintendent or their designee, who will review the decision. If, after review, the Superintendent or their designee maintains the decision, the bargaining unit member and the Association will be notified in writing, and the decision of the Superintendent or their designee shall be final and not subject to grievance or arbitration.

ARTICLE VII WORK DAY - WORK YEAR

The normal work year will be 182 workdays, 180 of which are student school days, one (1) scheduled the day before students return, and one (1) day to coincide with the full-day Professional Development day for Wilmington Teachers Association members. Educational Assistants new to the Wilmington Public Schools will be required to attend one-and-a-half (1.5) additional paid days before the opening of school for orientation and training.

C.I.T./Professional development training sessions will be planned in advance by the professional Development Committee of the Wilmington Educational Assistants and/or the administration. Educational Assistants shall attend C.I.T./Professional Development and Training Sessions on workdays during the work year as directed. Educational Assistants will be compensated at their regular rates for time exceeding regular working hours. If the agenda for a C.I.T. Day contains any items that do not pertain to Educational Assistants as determined by the Building Principal/Administrator/District Administration, the Educational Assistant may be excused from attending the training session by the Building Principal/Administrator/District Administration and may work in their classroom or request to leave without pay for the time they are not in school. The Educational Assistant will speak with the Principal and if the Educational Assistant leaves the unpaid time will be noted on a time sheet. If District Administration and/or the Building Principal/Administrator determines that the Educational Assistant should attend, the Educational Assistant shall receive pay for the day or in-service. A survey will be conducted annually by the district to assess the professional development needs of Educational Assistants. This survey will solicit information from Educational Assistants, teachers who work with Educational Assistants and administrators. The Professional Development committee consisting of an equal number of Educational Assistants and administrators appointed by the Association and district will implement the professional development opportunities geared to the unique needs of the Educational Assistant staff. All employees are expected to report to work regardless of teacher or pupil absences.

The normal work day for unit members shall be 6.75 hours, effective the start of the 23/24 school year, which includes a ½ hour unpaid lunch. Employees who at the request of their supervisor will need an additional day beyond the last student day to finish their regular work will be paid for the additional day. The start and end time for each Educational Assistant will be determined by the building principal/designee, two (2) weeks before the start of the school year.

Each Educational Assistant shall be assigned a district-owned device provided by the Building Principal/Administrator, to check their school email account, utilize school approved digital/online education platform, conduct school related business, for the purpose of supporting students, print material, and to receive electronically-delivered district communications in a timely manner. Members are expected to check their work emails at least once per day. If a staff member goes on leave the district-owned device must be returned to their immediate supervisor.

An employee who reports for work on a scheduled workday shall be paid for their regularly scheduled hours on that day regardless of teacher or pupil absences. However, the employee may be reassigned to other duties for that day because of such absences.

All employees covered by this Contract shall attend staff member or department meetings, as applicable, as called by the building principal/administrator/district administrator. Notice of these meetings shall be provided two (2) weeks in advance, when possible, and an agenda will also be provided two (2) days in advance. Meetings without such notice will be called only in the event of an emergency. Unit members shall attend no more than ten (10) staff member or department meetings per year (unless an additional emergency meeting is called by the building principal). Educational

Assistants shall be paid for attending staff member meetings at their hourly rate, if the meeting occurs after the Educational Assistant's normal working hours. An employee may request to be excused from an emergency meeting and a principal may grant such a request.

Employees who substitute, at the principal's or supervisor's request, for a teacher shall be paid an additional \$60.00 for that day. Substitution will occur within the employee's designated school. Effective July 1, 2027, this amount will increase to \$70.00 per day. Preschool educational assistants will not be required to substitute more than one time per month outside of their currently assigned school. If a member is asked to substitute at a different school, the member will be provided relevant information about students' educational and medical accommodations. If possible, notice will be provided to the educational assistant the evening before. A full day, for this purpose, shall be considered more than three (3) hours. Employees who substitute, at the principal's or supervisor's request, for a teacher whose absence becomes necessary during the course of the school day shall be paid an additional \$30.00. Effective July 1, 2027, this amount will increase to \$35.00 per day. A half day, for this purpose, shall be considered from one and one half (1.5) to three (3) hours. Employees who substitute, at the principal's or supervisor's request, for a teacher who is taking a continuous leave of absence of at least fifteen (15) consecutive school days shall be paid an additional \$70.00 per day for the duration of the coverage. Effective July 1, 2027, this amount will increase to \$80.00 per day.

In some special education programs/classes it may be beneficial for the Educational Assistant regularly assigned to the classroom to substitute for the classroom teacher due to their familiarity with the students and the classroom schedule. In such instances, should an additional Educational Assistant be necessary for compliance or safety reasons, the Educational Assistant who replaces the teacher will be paid the additional amount above even though a substitute replaces the Educational Assistant. This decision will be at the discretion of the Building Principal without recourse to grievance or arbitration. If there is more than one Educational Assistant in the classroom, this opportunity will be given on a rotating basis, provided that the Educational Assistant has the necessary qualifications.

During the work day, employees are expected to support the instructional needs of students. Such support may be provided in the general education classroom, a specialist classroom (including but not limited to art, music, physical education, library/media, and technology education), or any other setting within the school where instruction may be occurring. When the classroom teacher is absent, the classroom Educational Assistant will not be required to go to a specialist's classroom. If the Educational Assistant is the substitute for the classroom teacher, the substitute Educational Assistant will be expected to go to a specialist classroom.

Employees will attend C.I.T. conducted during the school day. If part of the C.I.T. day is held after the end of the school day, the Educational Assistant will be paid for the additional time they remain beyond the school day. An Educational Assistant will not be penalized for leaving at the end of the six and one-half (6 ½) hour day. If the agenda for a C.I.T. Day contains any items that pertain to Educational Assistants as determined by the Building Principal/Administrator/District Administration, the Educational Assistant will attend the meeting. If the agenda is not pertinent to the Educational Assistants as determined by the Building Principal/Administrator/District Administrator they may work in their classroom or request to leave without pay for the time they are not in school with the approval

of their Principal/Administrator/District Administration. The Educational Assistant will speak with the Principal and if the Educational Assistant leaves the unpaid time will be noted on a time sheet.

General Education Tutors, who are assigned to work within General Education Programs, will be provided a 100-minutes duty free planning period per five (5) day work week in order to prepare lessons, process and interpret data and other related duties specific to their assigned position. General Education Tutors who are part time will receive this benefit in a pro-rated fashion in accordance with their Full Time Equivalent.

Training and Professional Development

Educational Assistants shall attend C.I.T./Professional Development and Training Sessions on work days during the work year as directed. Ongoing professional development shall be provided. Topics may include addressing child development, cultural awareness, diversity related to educating students and or working with employees who have been historically marginalized or under-represented groups, mental health, trauma informed, deescalating techniques [currently SafetyCare], IEP implementation, technology fluency and integration.

ARTICLE VIII OVERTIME PAY

On such occasions as an employee is required and requested by their supervisor to perform additional work beyond forty (40) hours per week the employee will receive compensatory pay. Compensation shall be at time and one-half (1 ½) the regular hourly rate.

ARTICLE IX PARENTAL LEAVE

Section 1.

Upon receipt of at least two weeks' written notice of their anticipated date of departure and intention to return, the Superintendent shall grant a parental leave of absence without pay for the birth or adoption of a child, for up to eight (8) weeks to any member of the unit who has performed their regular duties for at least ninety (90) calendar days following initial employment, but less than one full school year, in accordance with the provisions of Massachusetts General Laws, Chapter 149, Section 105D.

This leave may be extended by written agreement with the Superintendent in order that the members of the unit who have been on parental leave status will return at the beginning of a semester. The substitute normally will be employed on a semester-to-semester basis to fill in for parental leaves.

Section 2.

A full-time Educational Assistant who has been employed one full school year may apply for, and be granted, a twelve (12) week leave pursuant to the Family Medical Leave Act of 1993 (FMLA) and the Committee's FMLA policy. Such Educational Assistant should obtain a copy of this policy for the duties and obligations of the Committee and the Educational Assistant.

Notwithstanding the preceding, all eligible full-time Educational Assistants who have worked a minimum of ninety (90) days in the prior work year shall be entitled to twelve (12) weeks of parental leave compensation as follows:

- The first week of leave shall be compensated at 100% of the employee's regular compensation. Effective June 30, 2028, a second week of leave shall be compensated at 100% of the employee's regular compensation, for a total of two (2) weeks paid by the employer.
- Employees may use accrued sick leave for the remainder of the twelve (12) weeks of parental leave not covered by the employer.
- Parental leave and FMLA leave run concurrently.

Section 3.

In the event the member of the unit desires a leave longer than the eight (8) weeks provided by MGL c. 149, §105D, or the twelve (12) weeks provided by FMLA, the below listed procedure shall be followed.

Section 4.

By prior written agreement with the Superintendent, the parental or FMLA leave of absence may be extended as an unpaid childrearing leave of absence to the first day of the next school year following the birth of the child (or the first day of the subsequent school year if the Educational Assistant has been employed for more than two (2) years.

Section 5.

The member of the unit must notify the Superintendent in writing by the first of March in the calendar year in which their maternity leave expires of their intention to return in September of that same calendar year or their intention to retire from or terminate employment with the school system. Failure to comply with this requirement will be considered as a resignation from the school system.

Section 6.

In the event of unforeseen circumstances, for example, that the child does not live, the member of the unit may make a written application for reinstatement, accompanied by a physician's statement of good health. Such reinstatement may be granted by the Superintendent in the case of an acceptable vacancy.

Section 7.

Parental leaves by two parents of the same child must be taken concurrently, consecutively, or some combination of the two.

**ARTICLE X
ASSIGNMENTS**

Section 1.

Unit members with one or more years of experience in the Wilmington School System will be notified as soon as practical but not later than June 15 of any change in assignment or hours for the next school year.

Section 2.

If any change subsequent to the June 15th deadline becomes necessary because of unforeseen circumstances, notice of such change will be emailed to the employee's personal or work email address if on file in the Superintendent's office. Such notification shall state the reason for the change and shall be emailed as soon as practical after the need for the change becomes known.

Section 3.

Whenever possible unit members who work the summer program shall be notified of the starting date and building by May 15th.

Section 4.

Starting in 2026, no later than the first school day following the February vacation week, the District will notify, by email, all Educational Assistants that are required to work the Extended School Year ("ESY") Program based on their contract.

Educational Assistants must respond to that email within ten (10) school days if they wish to apply for a waiver of the requirement to work ESY. The Educational Assistant must submit their waiver request to the central office via electronic means. The District will provide a list to the WTA President and Vice President of Educational Assistants unit that includes the name of the Educational Assistant and the time and date of application for a waiver no later than five (5) school days after the period for Educational Assistants to submit their waiver requests has concluded.

The District will post internally a list of the positions that are potentially open no later than ten (10) school days after the period for Educational Assistants to submit their waiver requests has concluded. This posting will remain open until the District has filled all positions for which a waiver application was submitted, but in no event will the posting remain open later than ten (10) school days from the date of its original posting. Educational Assistants may apply to fill a posted position for as long as the posting remains open. Educational Assistants that apply must possess all the requisite qualifications in order to perform all duties associated with at least one (1) position in the ESY Program as determined by the District.

The District will determine which Educational Assistants who applied are qualified for the ESY Program and fill any position for which another Education Assistant has submitted a waiver request based first upon the Educational Assistant's qualifications and then the order in which the District received the application for the waiver and the order in which Educational Assistants applied.

No later than ten (10) school days after the posting closes, the District will notify, by email, the Educational Assistants who applied for a waiver as to whether the waiver has been granted or not. The District will also notify the Educational Assistants who applied to work the ESY Program to notify them whether or not they have been selected for a posted position. In the event that the District determines that an Educational Assistant is qualified for a posted position but does not select that Educational Assistant to fill that position, then the District will notify that Educational Assistant of the same and ask them whether they are willing to be placed on the ESY Program substitute list. In the event an Educational Assistant is absent during the pendency of the ESY Program, then the District will use the substitute list to temporarily cover such absences. Also, at this time, the District will provide the WTA

President and Vice President of Educational Assistants unit a list of the waivers granted with the name of the substitute, a list of the waivers that were not granted, and the ESY Program substitute list.

ARTICLE XI TRANSFERS - VACANCIES

Section 1.

The Committee and the Association recognize that some transfer of employees from one school to another is sometimes necessary and unavoidable.

Section 2.

Employees desiring a transfer shall submit a written request to the Superintendent by May 1st stating the assignment preferred and the reasons for the request. The May 1st deadline shall not apply in cases of vacancies which open on or after May 1st. The employee will be notified in writing of the action taken upon their request.

Section 3.

The wishes of individuals within the bargaining unit for transfers at the beginning of a school year or for a new position will receive the fullest consideration, but the requirements of the school system and its pupils will be the controlling factor as decided by the Superintendent or their designee without recourse to arbitration. In order that individuals may make requests for transfers, the administration, prior to the conclusion of the school year, will provide the Association with a list of any known vacancies or newly created positions within this unit which are to take effect as of the beginning of the subsequent school year.

Section 4.

Notice of all permanent vacancies within the unit for the current school year, shall be exclusively posted internally for 2 calendar days and notice of vacancies for the following school year, shall be exclusively posted internally for 5 calendar days, prior to posting such vacancies externally and the filling of such vacancies. Notice of vacancies that occur during the summer will be sent to each Educational Assistant's school email address.

Section 5.

When involuntary transfers are necessary, volunteers will be sought from the entire unit with preference given to the impacted classroom and then the school. The wishes of these volunteers will receive the fullest consideration, but the requirements of the school system and its pupils will be the controlling factor as decided by the Superintendent or their designee without recourse to arbitration.

Section 6.

In the event that a student assigned to a 1:1 Educational Assistant leaves the school system, the administration will make an effort to reassign the affected Educational Assistant to another vacant position, provided the Educational Assistant is qualified as determined by the Superintendent or their designee and the Vice President of the Educational Assistants unit, and has a satisfactory record of performance.

ARTICLE XII
CONDITIONS OF EMPLOYMENT

Section 1.

Nothing shall be placed in the employee's personnel file unless the employee has had the opportunity to see such a record prior to its placement in their file. To indicate that they have had such an opportunity the employee shall sign and date the file copy before its placement. The employee's signature shall not be construed as agreement with the contents but simply as acknowledgment that they have read the contents. If the employee disagrees with the content of any document to be placed in their file, then they may make a written comment or rebuttal which shall be attached to the document, prior to its placement in the file.

Any complaint regarding an employee by any parent, student, or any other person will be called promptly and discreetly to the attention of the employee upon receipt and before any action on it is taken.

Every employee shall have the right to review upon request the contents of their personnel records and to make copies thereof.

When formal evaluations are conducted, they will be done openly and with full knowledge of the individual employee. Appendix A sets forth the Educational Assistant Evaluation Process.

Section 2.

The Association shall have the right to meet with the Administration upon request to address the safety of students, teachers, and property.

Employees shall report any case of assault or battery on them in connection with their employment to the Superintendent or their designee, who shall acknowledge receipt of such report, and shall transmit this information to the School Committee and the Vice President of the Educational Assistant unit.

The alleged assault or battery will be promptly investigated by the Principal or their designee and the Superintendent or their designee. The report of this investigation will be forwarded to the committee which shall determine what action shall be taken. The Vice President of the Educational Assistant unit will be given a copy of the report regarding the disposition of the case.

In the event of time lost as a result of assault in connection with their employment, the individual will suffer no loss of regular earnings for a period of up to three (3) months, and the School Committee will pay the difference between the amount received in workmen's compensation and their normal pay.

Employment time lost as a result of an assault shall not be charged against sick leave.

The Committee shall reimburse members for the replacement cost of any medical devices including, but not limited to, hearing aids and corrective lenses, damaged or destroyed by a student in the course of the member's work duties; and any clothing or other personal property damaged or destroyed by a student in the course of the member's work duties. Reimbursement under this provision shall be limited to \$400.00 per item and paid within one month after receipt of the replacement item has been submitted.

Section 3.

As a professional courtesy, should a current Educational Assistant choose to leave the employment of Wilmington Public Schools, every effort will be made to provide a minimum of ten (10) business days'

notice to the Building Principal/Administrator and Director of Human Resources prior to the Educational Assistant's exit.

Section 4.

De-Escalation and Physical Restraint Training: The District may require any unit member to complete the certification associated with the specific de-escalation and physical restraint training program the district employs annually (currently Safety Care). The District will provide such training at no cost to the employee. The District will offer training during the workday or during the summer. If training takes place in the summer, the District will pay the Educational Assistant their hourly rate for their time. Nothing in this section shall waive a member's right to seek a reasonable accommodation under the Americans with Disability Act.

Any unit member not required by the District to complete this certification may have the opportunity to do so on a voluntary basis when the training is offered during the summer. Those voluntarily participating will be eligible to receive in-service hours for their participation but will not be paid their hourly rate for their time.

Section 5.

The Committee and the Association agree to establish a district-wide taskforce to review the working environment and working conditions. Nothing in this provision shall be construed to limit or waive the District's inherent or customary managerial rights or prerogatives including those that may be referenced in the parties' collective bargaining agreement.

- A. The Taskforce will be composed of up to six (6) appointees from the District and up to six (6) appointees from the Association from any bargaining unit.
- B. The Taskforce will meet quarterly at minimum during the 2025-2026 school year and will meet regularly each year thereafter (two (2) times per year at minimum) as a standing committee to address ongoing issues.
- C. The Taskforce will review and develop mutually agreed upon district-wide staff reporting forms and protocols regarding classroom safety issues. Items for the Taskforce to discuss include but are not limited to the following:
 - a. Ensuring forms are comprehensive, consistent, and accessible;
 - b. Developing a clearly delineated system for tracking incidents, interventions, and consequences;
 - c. Identifying communication protocols related to an incident; and
 - d. Training for staff.

**ARTICLE XIII
SICK LEAVE**

Section 1.

Employees shall be allowed fourteen (14) days of paid sick leave annually with unused sick leave accumulative to one hundred and eighty (180) days.

New Educational Assistants shall be allowed to use up to seven (7) days of accrued sick leave upon commencing employment; and on February 1st, the Educational Assistant shall be allowed to use

another seven (7) days of accrued sick leave for the purpose of family illness as defined above. An Educational Assistant who has completed one school year of service shall be allowed to use up to fourteen (14) days of accrued sick leave per year for time needed to care for a sick family member. "Immediate family" will include parents, parents-in-law, spouse, domestic partner, children or a family member residing in the same household. The Superintendent upon the request of the Educational Assistant may extend coverage for family illness days to other members of the employee's family who are ill.

In the event that an Educational Assistant takes a leave of absence under the Family Medical Leave Act ("FMLA") for a qualifying family member, they shall be entitled to use an additional six (6) days of their accrued sick leave per contract year for this purpose in addition to the seven (7) or fourteen (14) days they are entitled to use to care for a sick member of their immediate family, as outlined in the paragraph above. In no event may an Educational Assistant use more than twenty (20) days of their accrued sick leave to care for a sick member of their immediate family per contract year.

Educational Assistants who work the six-week summer program will be entitled to two (2) sick days during the summer provided they work the entire duration of the program. If these days are unused, they may be carried over to the accumulated accruals to a maximum of one hundred and eighty (180) days. Whenever a unit member is absent from work, they shall identify in ReadySub (or the electronic substitute system in place at the time) the period of time that the unit member will be absent from work using their accrued sick time. A note from the employee's licensed medical provider may be required from an employee who is absent for more than five (5) consecutive days at any time or if the employee demonstrates a pattern of absences. Such a note may be required from an employee who requests to use sick leave for an extended period of time. The absent employee submitting for sick leave is expected to keep the Superintendent informed of the progress of the sickness, injury, or disability and may be required to provide additional documentation from the unit member's licensed medical provider.

Section 2.

- a) Upon retirement or death, all unused sick leave shall be reimbursed at a rate of fifteen dollars (\$15.00) per day up to a maximum of one hundred and eighty (180) days.
- b) Eligible employees who desire to participate in this program will give preliminary notification to the Superintendent in writing by December 1 of the year prior to the calendar year in which they intend to retire under the provisions of the Retirement Act. Final notification will be forwarded on or before June 1 of the calendar year in which they intend to retire.
- c) Any Educational Assistant who has been an employee of the Wilmington Public Schools for twenty-five years as of June 30th of the year in which they retire shall be entitled to the rate of twenty dollars (\$20.00) per day up to a maximum of one hundred and eighty (180) days for all unused sick leave, subject to the requirements being met as set forth in Section 2, Paragraph b), above.

At the beginning of the final year, all accumulated sick leave, except that to be credited in the final year, shall be eliminated from the eligible employee's records. Payment for accumulated sick leave shall be made in a lump sum to be paid on the final pay day of the school work year.

If an employee retires during the school year due to illness or other unanticipated emergency, the benefit described above will not be arbitrarily or capriciously denied by the Superintendent or their designee; provided, however, that the decision of the Superintendent or their designee shall not be subject to the grievance and arbitration procedure as provided in this agreement.

In the event the individual fails to retire under the provision of the Retirement Act immediately at the conclusion of the school year (unless prevented from doing so by death), the employee shall agree in writing to repay to the Town of Wilmington any lump sum monies paid under the Article, and the employee's Sick Leave shall be restored in full.

Section 3.

If a member is not out sick any days during a school year, they will receive an attendance incentive in the amount of \$250.00.

**ARTICLE XIV
SICK LEAVE BANK**

Section 1.

A Sick Leave Bank will be established for use by qualified members whose sick leave accumulation is exhausted through serious prolonged illness and who require additional leave to make full recovery from an extended illness. Serious prolonged illness for the purposes of this article is an illness that may require the employee to be out of work for 30 days. Eligibility as defined in Section 3.

Section 2.

Each member of the bargaining unit who is eligible to participate shall submit one (1) sick day of their personal sick leave accumulation to the Sick Leave Bank in their first year of eligibility regardless of the Sick Leave Bank balance.

Beginning the first day of the 2007-2008 school year and each succeeding school year thereafter, eligible members who meet the qualifying standard shall not have to donate a sick leave day for that school year, provided that the Sick Leave Bank balance is 150 days or greater.

Section 3.

Individuals shall not qualify for consideration of extended illness leave within the framework of the Sick Leave Bank unless they have accumulated at least twenty (20) sick leave days as of the beginning of the school year.

If a person once qualified as set forth above for participation in the Sick Leave Bank, they/them shall not be required to requalify during the term of this Agreement in case of subsequent illnesses which would otherwise qualify for participation in this bank, but in no instance will receive more than 90 days per this Agreement.

Section 4.

Sick Leave Bank days shall only be available after the eligible employee has exhausted his or her entire personal sick leave and personal leave, both annual and cumulative.

Section 5.

Any sick leave granted under the provisions of this Article shall expire at the end of the applicable school year for the individual involved.

Except as set forth in Section 6, there shall be no accumulation or carryover beyond the term of this Agreement of unused Sick Leave Bank days initially contributed under Section 2.

Section 6.

If the Sick Leave Bank is exhausted during the term of this Agreement, it shall be renewed by a contribution of one (1) additional day of sick leave by each eligible person from their annual days of sick leave. To the extent that such additional days are unused at the conclusion of this Agreement they may be carried over to any successive school year.

Section 7.

The Sick Leave Bank shall be administered by a Sick Leave Committee consisting of four (4) members. The Sick Leave Bank Committee shall be comprised of the Superintendent of Schools or their designee, the Director of Administration and Finance or their designee, and two (2) members designated by the Vice President of the Educational Assistant unit and the negotiating team. The Sick Leave Bank Committee shall determine the eligibility for use of the Bank and the amount of leave to be granted. Prior to submitting paperwork to the Sick Leave Bank Committee, all personal information regarding the person requesting the leave will be redacted.

1. A written medical report by the attending physician showing evidence of a serious illness.
2. Prior utilization of all eligible sick leave and personal days.
3. Employee must have two (2) years of continuous service in the Wilmington School System.

The decision of the Sick Leave Bank Committee with respect to eligibility and entitlement is final and binding and not subject to appeal.

No days may be withdrawn from the Sick Leave Bank for use for any other illness other than prolonged illness. Days may not be withdrawn to permit the individual to stay at home to care for other members of the family, and in no instance may days be withdrawn for the purpose of maternity/paternity.

Section 8.

Application for benefits shall be made in writing on the application form to the Sick Leave Bank Committee accompanied by a doctor's certificate as to the need for and anticipated extent of extended recovery time from illness.

Section 9.

Application for benefits may be made prior to the employee's exhaustion of their own personal sick leave to expedite benefits, but drawings upon the Bank will not actually commence until after the employee's own sick leave days and personal days are exhausted and adequate medical notification has been provided, and in no event unless the prolonged illness has exceeded twenty (20) consecutive school days.

Section 10.

The initial grant of sick leave by the Sick Leave Bank Committee to an eligible employee shall not exceed thirty (30) days.

Section 11.

Upon completion of the initial grant, additional entitlement may be extended by the Sick Leave Bank Committee upon demonstration of need by the applicant.

**ARTICLE XV
BEREAVEMENT LEAVE**

A maximum of five (5) days' leave will be allowed generally at the time of death in the immediate family. This leave will be granted upon notice to the Superintendent and a notation will be made in the personnel records of the name and relationship of the deceased.

“Immediate family” is defined as wife, husband, fiancé, domestic partner, child, sibling, parent, parent-in-law, child’s spouse, grandparents, grandchildren, and any relative residing in the same household. This will also include a loss of pregnancy.

Two (2) day's leave will be granted in case of the death of other relatives or good friend. The leave must be approved by the Superintendent and a notation will be made in the personnel record of the name and relationship of the deceased.

Upon request of the employee, the Superintendent will consider the approval of Bereavement Leave similar to the leave of Immediate Family for special circumstances.

**ARTICLE XVI
LEGAL LEAVE**

Employees will be granted a leave without loss of pay when required to appear in legal proceedings connected with their employment with the school system.

JURY DUTY

Each Educational Assistant called for Jury Duty shall be paid the daily difference between their pay and the payment for jury service.

**ARTICLE XVII
ELECTED OFFICE LEAVE**

Any member of the unit who is elected to public office (which is at least town wide) will upon request be granted a leave without pay. Such leave shall extend for as long as the employee continues to hold such elected public office - but not to exceed three (3) years. Any employee on such leave will notify the Superintendent in writing of their intent to return in September by April 1 of that calendar year.

Upon return from such leave the employee will be placed at the salary they would have achieved if they had not been on leave. Upon return from such leave the employee will be placed in as comparable a position to her prior position as is then available.

**ARTICLE XVIII
OTHER LEAVES**

The Committee, at its discretion, may grant other leaves of absence with or without pay upon request.

All benefits to which an employee was entitled at the commencement of a leave of absence (e.g. accrued sick leave, seniority, etc.) shall be restored upon return from such leave.

Educational Assistants may be allowed to attend professional conferences, seminars and workshops with pay with the advance approval of the Superintendent or their designee, whose decision shall not be subject to the grievance procedure.

ARTICLE XIX HOLIDAYS

The following shall be treated as paid holidays for members of this Unit provided that they are declared to be holidays in the school calendar:

Labor Day
Columbus Day
Thanksgiving Day
Day After Thanksgiving
Christmas Day
New Year's Day
Martin Luther King Day
President's Day (effective FY23)
Patriots Day (effective FY24)
Memorial Day
Juneteenth (effective FY23; if holiday falls within the actual School Year)

ARTICLE XX PERSONAL LEAVE

Section 1.

It is recognized by all that absences by Educational Assistants from their duties interrupt the educational process and must, therefore, be held to an absolute minimum.

Section 2.

Three (3) days' leave with pay may be granted for imperative personal business or religious obligations, which could not effectively be conducted outside of school hours.

Section 3.

Educational Assistants are allowed three (3) personal days with pay per contract year, to be used with the advance approval of the Superintendent or their designee. Personal days are not cumulative from contract year to contract year. When requesting such personal leave the Educational Assistant need not specify any reason other than 'leave-personal reasons' and must submit such requests, in writing, as soon as possible, but not less than forty-eight (48) hours before the absence occurs.

In no instance shall this leave be requested so as to extend a holiday or vacation.

Section 4.

An Educational Assistant may apply for a personal day on a day immediately before or after a holiday or vacation only for the express purpose of religious observance where such observance could not effectively be conducted outside school hours, and the Superintendent or their designee will grant the request with pay if the request does not exceed the number of possible personal days granted under the terms of this agreement.

The Superintendent may approve a personal day on a day immediately before or immediately after a holiday or vacation for a purpose other than religious observance. In such cases the Educational Assistant must provide documentation to the Superintendent that clearly indicates the request for leave is not for the purpose of extending a holiday or vacation.

Section 5.

Nothing in this section shall preclude the Superintendent from granting additional personal leave without pay for reasons which they deem urgent. In such cases, deductions from salary shall be made on the basis of 1/182 of the Educational Assistant's annual salary for each such day.

Section 6.

A request for consecutive personal days by an Educational Assistant may be submitted for approval by the Superintendent. In such cases, the Educational Assistant must provide documentation to the Superintendent that clearly indicates the reason for the request.

Section 7.

If any of the three (3) personal days are not used in a school year, they may be added to the accumulated sick days up to a maximum of one hundred and eighty (180) days.

ARTICLE XXI

PROFESSIONAL DEVELOPMENT AND PROTECTION

Educational Assistants can attend workshops, courses, seminars or any other educational experiences at no cost to the employee with approval as described in the process outlined in this Article XXI.

Educational Assistants can earn a maximum of \$300 in one year if they earn 30 In-Service Hours. Educational Assistants can earn a maximum total of \$2,100 (this, in effect, would equate to 210 In-Service Hours). Eligibility and review of In-Service hours are subject to review by the Professional Development Committee of the Wilmington Education Assistants Unit.

All In-Service Hours can be carried over within a three (3) year period. As an example, if an Educational Assistant earned 40 In-Service Hours in year 1, 30 of those hours would entitle the employee to receive \$300. Ten (10) of those hours can then be carried over to Year 2 (and/or 3) to be added to any In-Service Hours earned in Year 2 (or 3) to achieve another 30 hours. Once the next 30 hours are

achieved the employee will receive another \$300 annually. Once a dollar amount is earned, the Educational Assistant will continue to earn that amount annually (up to a maximum of \$2,100) as long as they are employed by the Wilmington Public Schools. In-Service Hours can be earned through outside classes/trainings, Wilmington University classes, and other Professional Development Opportunities offered by the District outside of the normal working day. If classes/trainings are taken during the normal working day for which the Educational Assistant is being paid their salary, any In-Service Hours earned do not count toward the 30 hours.

An Educational Assistant representative from the WTA will serve on the district's Professional Development Committee.

Process:

The educational assistant identifies a professional development activity that could be of value and matches one or more of the criteria described below:

- a. District and school goals
- b. Appropriateness based on current job assignment
- c. Improvement of individual skills to enhance job performance

In-District Professional Development:

For in-district activities taking place outside of the workday, the educational assistant enrolls digitally in the activity in the Frontline catalog. In-service hours for in-district activities will be awarded electronically once the activity is successfully completed.

Out-of-District Professional Development:

- a. The educational assistant must complete the in-service request form in Frontline for out-of-district professional development activities that take place outside of the workday. The form must be submitted at least five (5) business days in advance of the activity start date. Links to websites, or brochures or other descriptive material, shall be included with the request. If the activity is virtual and asynchronous, the date the educational assistant plans to complete the activity should be listed on the form.
- b. The Principal reviews the request and evaluates whether it matches one or more of the criteria listed above and was submitted five (5) or more business days before the activity start date. The Principal may approve or deny the request. If it is denied, the principal will notify all other approvers in the approval queue by email and the Assistant Superintendent will inform the Professional Development Committee of the decision in writing at the next monthly committee meeting. The decision of the Principal shall not be subject to the grievance procedure and arbitration.
- c. If approved by the Principal, the form will be routed digitally through the approval process to the Assistant Superintendent. The Assistant Superintendent may approve or deny the request based on whether it matches one or more of the criteria listed above and if it was submitted

five (5) or more business days before the activity start date. Approval from the Assistant Superintendent must be obtained prior to attending the professional development activity. If the proposal is denied, the Assistant Superintendent will notify all other approvers in the approval queue by email and will inform the Professional Development Committee of the decision in writing at the next monthly committee meeting. The decision of the Assistant Superintendent shall not be subject to the grievance procedure and arbitration.

- d. After approval from the Assistant Superintendent, the form will be routed digitally through the approval process to the Professional Development Committee Co-Chair.
- e. After attending the professional development activity, the educational assistant digitally submits documentation of attendance/successful completion of the activity.
- f. In-service hours will be awarded electronically once the proof of completion has been verified.

ARTICLE XXII REDUCTION IN FORCE

In the event the Superintendent or their designee determines to reduce the number of employees in the unit by layoff, the order of layoff shall be determined by the Principal(s) with the final approval of the Superintendent or their designee giving due regard to seniority, qualifications and skills.

A seniority list of all Educational Assistants will be compiled jointly by the Educational Assistants unit and the Administration. Seniority shall be measured from the first day of employment within the bargaining unit. A member of the unit who is laid off under this Article shall be given first consideration for any job openings in the unit for which the member is qualified, for a period of eighteen (18) months after the effective date of layoff.

The provision above shall not apply to those members of the bargaining unit who are hired as a 1:1 Educational Assistant to a particular child when such child leaves the school system or when the child's individualized educational program has been changed in such a way as to eliminate the need for the 1:1 assistant's services. In this event, the administration will make an effort to reassign the affected Educational Assistant to another vacant position, provided the Educational Assistant is qualified as determined by the Superintendent or their designee and the Vice President of the Educational Assistant Unit, and has a satisfactory record of performance.

ARTICLE XXIII HEALTH AND SAFETY

The School Committee will strive to provide students and educational assistants with safe and healthy schools. Educational Assistants representation shall be included in each preexisting School Building Safety Committee.

ARTICLE XXIV SEPARABILITY AND SAVINGS

If an Article or Section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if the compliance with or enforcement of any Article or Section should be restricted by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any Rider thereto, or the application of such Article or Section to persons or

circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained shall not be affected thereby.

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as set forth above, the parties affected thereby shall enter into the immediate collective bargaining negotiations upon the request of either party for the purpose of arriving at a mutually satisfactory replacement of such Article or Section during the period of the invalidity or restraint.

**ARTICLE XXV
DURATION**

This Agreement shall become effective July 1, 2025, and shall continue in full force and effect to and including June 30, 2028, and shall thereafter automatically renew itself for successive one year terms unless by the October 1 next prior to the expiration of the contract year involved either the Committee or the Association shall have given written notice to the other of its desire to modify or terminate this Agreement.

If the Committee and the Association have failed to reach agreement by December 1, then they jointly or either of them separately may petition the State Board of Conciliation and Arbitration to initiate the statutory impasse procedures in accordance with the provisions of General Laws Chapter 150E , Section 9.

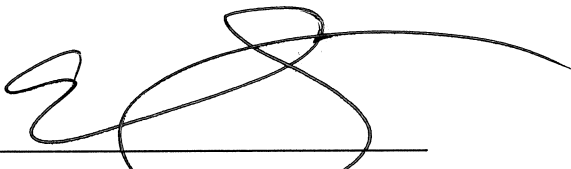
**ARTICLE XXVI
SUBCONTRACTING**

Positions covered by the WTA bargaining unit will not be subcontracted to outside agencies unless for emergency reasons, including but not limited to the following: (1) a position being unfilled by the start of the school year; (2) a position becoming vacant during the school year; or (3) if there is a risk of noncompliance with the District's legal obligations with respect to service delivery, such as those required by Individualized Education Programs. This does not relieve management's obligation to post and recruit for all open positions.

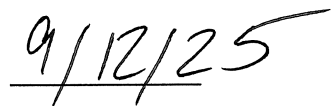
IN WITNESS WHEREOF, the parties have set their hand and seal by their duly authorized representatives this 11th day of September, 2025.

**FOR THE EDUCATIONAL ASSISTANTS' UNIT
OF THE WILMINGTON TEACHERS' ASSOCIATION**

BY:



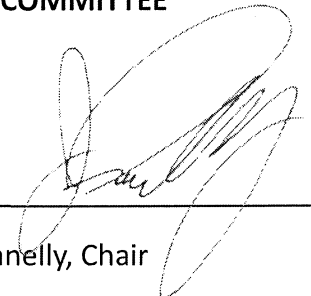
Elissa Stephen, Vice President Educational Assistants



DATE

**FOR THE WILMINGTON
SCHOOL COMMITTEE**

BY:



Jesse Fennelly, Chair

9/11/2025

DATE

APPENDIX A – EVALUATION TOOL*

PROCEDURE - Performance Review for Educational Assistants

The purpose of the evaluation is to provide the educational assistant with documented job performance feedback. The evaluation will be completed in a digital platform (currently Vector). The signature at the end of the evaluation signifies acknowledgement of receipt but not necessarily agreement with the content of the evaluation. Comments can be added to the evaluation by the educational assistant before it is finalized. Either the evaluator or the educational assistant can request to meet in person to discuss the evaluation.

The evaluation is to be completed by the building principal/building administrator, assistant principal, or district administrator. The educational assistant will be notified as to their respective evaluator by the first day of school.

The evaluation schedule is as follows:

- 1st year of employment-two evaluations to be completed on or before December 15th and April 30th
- 2nd year of employment and beyond – evaluation once each academic year on or before April 30th

*The Evaluation Subcommittee is in the process of selecting/developing an appropriate performance evaluation tool/form.

APPENDIX B – SIDE AGREEMENT

SIDE AGREEMENT- Job Descriptions

A subcommittee comprised of three (3) administrators and three (3) Educational Assistant bargaining unit members, will meet during the fall of 2025 to review and update job descriptions. The outcome of the meeting will be shared with negotiations teams for the purposes of bargaining mutually agreed upon updated job descriptions. Thereafter, job postings will reflect job descriptions in their entirety. Should the Wilmington Teachers Association fail to initiate an attempt to meet by January 1, 2026, the Committee may then implement updated job descriptions of its choosing without incurring any additional bargaining obligations.

APPENDIX C – SIDE AGREEMENT

SIDE AGREEMENT- Diaper Changing and Toileting Protocol

“Diaper Changing and Toileting” protocol was agreed to on February 15, 2024.

DIAPER CHANGING AND TOILETING

Goal: Soiled diapers/clothing, the changing area, and staff have the potential to spread germs and disease. Following proper procedures and room setup will reduce the risk of spreading illness.

Incontinence Procedure:

1. Directed school staff will assemble supplies, clean clothing, gloves, baby wipes, and plastic bags. Teachers and Education Assistants assist in Special Education student's Activities of Daily Living. Nurses will care for ill and general student populations.
2. The student is always encouraged to be independent in self-care. Positive verbal prompts from outside the bathroom will be used to direct the student. Staff will not shame the student in any way.
3. If "hands on child" assistance is required for the student's basic hygiene, the school staff member will obtain a secondary staff member to ensure both student and staff member are safe.
4. The staff member will wear gloves, and place fecal material in the toilet. Soiled supplies should be placed in a lined trash barrel, which should be tied closed. A new bag should be available.
5. Minor soiled clothing is to be double-bagged and may go home on the bus.
6. With moderately soiled clothing, feces is put into a toilet, and clothing is double-bagged. The parent/guardian is notified and asked to pick up clothing within 24 hrs. Clothing not retrieved will be disposed of.
7. If soiling is major, and baby wipes are insufficient for attaining clean skin in a reasonable time frame, the guardian will be contacted to dismiss the student for bathing at home.
8. If the child is not deemed ill by the school nurse, the child may shower or bathe at home and return to school the same day.
9. Students with chronic incontinence issues will have a healthcare provider evaluation in school records, which includes a treatment plan or therapeutic toileting schedule.
10. Extra clothing changes and personal cleaning supplies will be provided by the student's guardian.
11. All newly hired Educational Assistants will be properly trained during orientation.

Diapering Protocol:

1. Diaper changing is to be done only in a designated area that is away from food preparation/consumption areas.
2. Staff checks the child's diaper/pull-up for signs of wetness or feces at designated times.
3. If diaper changing is performed in the classroom, it is in an area that is positioned to allow for supervision of all children, while maintaining privacy from student peers.

4. Changing supplies that may present a hazard shall be stored in an area inaccessible to children, except until needed.
5. Changing areas will not be used to store items other than diaper-changing items (toys, papers, etc., will not be placed on that surface.)
6. A sink will be accessible, to allow for proper and immediate hand washing, with a tightly covered, plastic-lined, diaper pail available next to the diaper area.
7. The child will not be left alone in the changing area. One hand will always be kept on the child. Safety belts will not be used.
8. If a changing surface is used, it will be sturdy and at a convenient height, with a waterproof pad in good repair that can be cleaned and sanitized.
9. Diapering is performed by designated staff members (teachers and educational assistants). Soiling related to illness (liquid stools) or breaks in skin will be referred to the school nurse.

Diaper Changing Procedure:

Step 1: -Gather supplies needed before bringing the child to the changing area.

- Paper liner to cover changing surface from shoulders to feet
- New diaper, wipes, gloves (cream*, if needed, squeezed on a disposable glove), plastic bag for soiled clothes and clean clothes, if needed.

Step 2: Place child on changing/cleaning area - Always have one hand on child

- Apply gloves.
- Unfasten the diaper, lift the child's legs to clean the child's bottom.
- Remove stool and urine, from front to back. Use a fresh wipe each time and discard soiled wipe in soiled diaper, fold forward without touching any surface, and place in plastic-lined, covered, disposable container not accessible to children.

Step 3: Remove soiled diaper with wipes and discard immediately.

- If gloves are visibly soiled; remove them, place them in the disposal system and apply clean gloves.
- If necessary to apply diaper cream, use clean gloves.

Step 4: Put on a clean diaper redress child.

- Slide a fresh diaper under the child.

Step 5: Remove gloves and wash your hands.

- Wash hands with soap and water for 20 seconds – turn off water with a paper towel.
- Wash child's hands, using soap and water to wash; rinse thoroughly, then dry completely.

Step 6: Clean and sanitize the diaper area.

- Dispose of paper liner
- If the surface is visibly dirty, clean with school-approved disinfectant (may use daily combined 4 ml bleach to 1 cup water). Let stand for at least 2 minutes.
- Rinse with water and then air dry or wipe with a clean paper towel.

Step 7: Record change in child's daily log.

Role of the Principal:

Staff will receive a written copy of this protocol in their orientation packets before beginning work.

1. New staff will be given training before working with children.

