

AGREEMENT

between the

TRITON REGIONAL SCHOOL COMMITTEE

and the

***TRITON REGIONAL SCHOOL DISTRICT INSTRUCTIONAL ASSISTANTS'
ASSOCIATION (UNIT B)***

July 1, 2010 – June 30, 2011

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ARTICLE I

Preamble

This agreement is entered into by and between the Triton Regional School Con (hereinafter "the Committee") and the Triton Regional Instructional Assistants Association, (hereinafter "the Association": For valuable consideration given, the parties agree to following terms:

ARTICLE II

CHAIN OF COMMAND

School related questions, concerns, or suggestions should be communicated to the person most closely involved in the situation. Questions related to a classroom procedure should be directed to the classroom teacher, special education teacher, or other supervisor. If questions remain unanswered, concerns should be brought to the attention of the building principal unresolved questions should then be brought to the attention of the Superintendent. Every attempt will be made to address and resolve concerns at the building level.

ARTICLE III

RECOGNITION

The Triton Regional Teachers Association, Unit B -Instructional Assistants Association (hereinafter referred to as "The Association") is the sole and exclusive bargaining representative, as provided by Chapter 150E for all full time and percentage* Instructional Assistant (including Library Assistants, Title I Instructional Assistants) employed by the Triton School Committee (hereinafter referred to as "the Committee") in the Triton Regional District.

***Percentage is defined as:** 7 hours per day for a percentage of the school year or percentage of workday for a full school year.

ARTICLE IV

GRIEVANCE PROCEDURE

A. DEFINITION

1. A grievance is defined as a dispute concerning the application or meaning of a specific provision or provisions of this Agreement. Prior to filing a grievance set forth herein, an aggrieved employee shall first attempt to resolve the informally with his/her supervisor. The Committee and Association desire that such procedures shall always be as informal and confidential as may be appropriate for the grievance involved.
2. As used in this Article, the term "employee" shall mean an individual employee or a group of employees having the same grievance.

B. ADJUSTMENT OF GRIEVANCE

1. Step 1

The aggrieved employee shall first discuss the grievance with his/her principal or immediate supervisor, either directly or through a representative elected by the Association, with the objective of resolving the matter informally. All decisions shall be in writing.

2. Step 2:

- a. If the aggrieved party is not satisfied with the disposition of his/her grievance at Step 1, or if no decision has been rendered within ten (10) school days after presentation of the grievance, he/she may file the grievance in writing with the Chairman of the Association Grievance Committee within (5) school days after decision at Step 1.. Said Chairman shall refer it to the Superintendent of Schools.
- b. The Superintendent or his/her designee(s) shall represent the Administration. Within ten (10) school days after receipt of the written grievance by the Superintendent or his/her , designee(s), he/she shall meet with the aggrieved person or his/her designee(s) in an effort to resolve the grievance.
- c. If a grievant fails to file a grievance in writing and/or the written grievance is not forwarded to the Superintendent within forty-five (45) school days after the employee knew of the act or condition upon which the grievance is based, then the grievance shall be considered waived. A dispute as to whether a grievance has been waived under this paragraph will be subject to arbitration pursuant to Step 4.

3 Step 3

If the grievance is not settled at Step 2, the grievant or his/her designee, within ten (10) school days after the meeting with the Superintendent in Step 2, may file the grievance in writing with

the School Committee. Within ten (10) school days after receiving the written grievance, the School Committee shall meet with the aggrieved person or whomever he/she may select for the purpose of resolving the grievance. Step 3 is not automatic, but rather depends upon whether the grievance is appropriate for such an audience.

4. Step 4:

- a If the aggrieved person is not satisfied with the disposition of his/her grievance at Step 3, he/she may within five (5) school days after a decision by the School Committee or Superintendent, as the case may be, or ten (10) school days after the meeting with the School Committee or Superintendent, as the case may be, whichever is earlier, submit his/her grievance to the Grievance Committee of the Association.

If the Association feels the grievance has merit, it may submit the grievance to arbitration by written notice to the Committee within ten (10) school days of the receipt of the grievance. Within ten (10) school days after such written notice of submission to arbitration, the Committee and the Association shall attempt to agree upon a mutually acceptable arbitrator. If the parties are unable to agree upon an arbitrator within said ten (10) day period, a request for an arbitrator will be made to the American Arbitration Association. The parties will be bound by the Rules and Procedures of the American Arbitration Association. Each side shall bear the costs of its own presentation. The charges of the arbitrator and the American Arbitration Association shall be borne equally by the parties.

- b. The arbitrator's award shall be in writing and shall set forth his/her findings of act with reasoning and conclusions. he/she shall arrive at his/her 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 his/her 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 legal 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 the decision shall be binding upon the Committee, the Association, and the employee or group of employees who initiated the grievance.

C. MISCELLANEOUS

1. By mutual agreement of the Association, Superintendent and Principal, Step 1 of the grievance procedure may be waived.
2. All documents pertaining to grievance shall be maintained in a file separate from personnel records.
3. All decisions rendered under the provisions of this proceeding shall be in writing and set forth the reason therefore.
4. All decisions accepted in the grievance procedure from Step I on are binding on both parties. Failure to advance a grievance to the next step constitutes acceptance of the decision. Nothing in this section shall prejudice the rights of others in the processing of similar grievances.

ARTICLE V

PROFESSIONAL CONDUCT EVALUATION

A. PROFESSIONAL CONDUCT

All staff members are expected to carry out their assigned responsibilities with conscientious concern. Essential to the success of on-going school operations and the instructional programs are the following specific responsibilities required of all personnel:

1. Faithfulness **and** promptness in attendance at work.
2. Support and enforcement of district policies and procedures.
3. Implementation of school regulations in regard to students.
4. Maintenance of the highest level of confidentiality regarding student Information.
5. Care and protection of school property.
6. Concern for and attention to their own and the school system's legal responsibility for the safety and welfare of students, including the need to ensure that students are under supervision at all times.

B. EVALUATION

Each assistant will be evaluated by her/his Principal or the Principal's designee, at least once a year, and under normal circumstances, no later than May 30th (See Appendix A). Evaluations will be in writing. The evaluation will be given to the assistant. The assistant and the evaluator will meet to discuss the evaluation before the evaluation is placed in the assistant's personnel file. The assistant may submit a written statement to be attached to any evaluation. It is understood that evaluations are confidential. Signature of the evaluation does not imply agreement; rather it simply verifies that the assistant has seen the evaluation.

Any complaints, which might jeopardize the assistant's employment within the District, will be promptly called to the attention of the employee, so that correction or improvement can be made. A follow up meeting will occur within 20 school days.

ARTICLE VI

CONDITIONS OF EMPLOYMENT

A. WORK YEAR

The normal work year for instructional assistants shall be one hundred and eighty-two (182) days for assistants new to the District and one hundred and eighty-one (181) days for all other assistants

B. WORK DAY

1. The full-time assistants shall work a workday of seven hours per day beginning and ending at the time established for their assigned school building.
2. Assistants who work five (5) or more hours per day shall have a lunch period equal to that of the teaching staff at the assigned school. The lunch will be no less than a consecutive thirty-minute work free period.
3. No assistant shall be required to perform duties off school property except for school- sponsored events such as field trips.

C. MEETINGS

A newly employed assistant's responsibilities shall include attendance at and participation in certain work-related training designated by the Superintendent. Examples of such training include prevention and dealing with harassment, crisis prevention intervention, and system-wide curriculum initiatives. These workshops may be offered during the afternoon of student early release days such as parent conference days. Workshops will be organized on the basis of the need of the Instructional Assistants and with the advice of the *TRIAA*.

Assistant attendance at meetings such as grade level meetings, general teacher meetings, staff meetings, specialized meetings, department and/or subject area meetings may be expected and is determined by the building Principal.

No assistant shall be assigned such extra time more than 10 times during the school year extra time will not exceed 1 hour on any given day.

D. DUTIES

Assistants may be assigned "duties" according to their building's practices. These "duties" at the elementary level may include morning/afternoon bus duty and morning and afternoon recess/lunch supervision. Every effort will be made to assign duties on a reasonable basis.

Assistants at the secondary schools may be assigned "duties" according to their building – practices that may also include corridor supervision. Every effort will be made to assign duties on a reasonable basis.

E ORGANIZATIONAL/CONFERRING TIME

Every effort will be made for Instructional Assistants to have organizational/ conferencing time scheduled with the professional staff member(s) with whom they are assigned.

F. REDUCTION IN FORCE

In the event the Superintendent or his/her designee determines to reduce the number of assistants in the unit by layoff, the superintendent shall first seek volunteers for a layoff. If the requirement is not met by voluntary action, the order of layoff shall be determined by the Principal(s) with the final approval of the Superintendent or his/her designee giving due regard to seniority, qualifications and skills. A senior staff member may “bump” a junior staff member if he/she is qualified for the said position.

The District or the predecessor shall measure seniority from the first day of employment. 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 twenty-eight (28) months after the effective date of layoff.

G. USE OF PREMISES

1. Meetings: The Administration will make reasonable efforts to accommodate requests by the Association to use school premises for Association meetings.
2. Bulletin Boards: The Association shall have the use of an appropriately placed bulletin board in each school building.
3. Mail: The Association shall have the use of school mailboxes
4. Grievances, Negotiations, Etc.: Whenever any Instructional Assistant participates, during work hours, in negotiations, grievance proceedings, conferences or meetings schedule by the Administration, he/she shall suffer no loss of pay.

H. PROBATIONARY PERIOD and JUST CAUSE:

- (A) Probationary Period: Each new employee and each employee re-hired after a break in service shall be considered a new employee until she/he shall have actually worked one full year. Probationary employees may be disciplined, discharged, or otherwise terminated at the sole discretion of the superintendent and such action shall not be subject to the grievance and arbitration provisions of the agreement. Management may extend the date of termination to the last day of the current school year.
- (B) Just Cause: The superintendent agrees that he/she will not demote, suspend, discharge or take other disciplinary actions against employees who have passed their probationary period and who are continued in the employ of the Triton Regional School District without just cause.

ARTICLE VII
LEAVES OF ABSENCE WITH PAY

A. PERSONAL LEAVE

1. Full-time assistants may use three (3) personal days each school year. Unused days shall not accumulate from year to year.
2. When possible, assistants desiring to use a personal day shall submit a request in writing to the principal forty-eight (48) hours in advance of the requested day for the Principal's approval.
3. Individual employees shall be responsible for adhering to professional standards in determining the purpose for which personal days may be used. The parties agree that professional standards preclude the use of personal days to extend a holiday or vacation period. However, an employee may discuss with the Superintendent the use of personal days before or after a holiday or vacation period due to personal and/or extenuating circumstances.

The Superintendent may grant personal leave for this purpose as he/she deems to be in the best interest of the school system.

B. SICK LEAVE

1. Full-time assistants shall be eligible for fifteen (15) days sick leave each contract year. Such leave may be accumulated up to one hundred seventy-five (175) days.
2. In certain circumstances, the Superintendent may request an explanation from an assistant who has been on sick leave.
3. The Superintendent will notify assistants of their accumulated sick leave on or about October 1st of each year.

C. PERSONAL AND SICK LEAVE ALLOCATION FOR PART TIME ASSISTANTS

		<u>Sick Days</u>	<u>Personal Days</u>
1.	All Full Time Employees.	15	3
2.	Part-time Employees		
	Work % of school year	10%	1.5
		20%	3
		30%	4.5
		40%	6
		50%	7.5
		60%	9
		70%	10.5
		80%	12
		90%	13.5
3.	Part-time Employees	15	3
	Work % of school day		

D BEREAVEMENT LEAVE

An assistant shall be entitled to the following number of days with pay under the following circumstances:

Five (5) days- Spouse, significant other, sibling, child and parent

Three (3) days- Parent - in-law, grandchild, grandparent, member of teacher's household

Two (2) days- Cousin, uncle, aunt, niece, nephew, sibling-in-law

Other bereavement leave may be granted, on a case-by-case basis, upon the approval of the Superintendent.

F. OTHER LEAVES

The Superintendent may grant such other leaves as he/she deems to be in the best interest of the school system on either a paid or unpaid basis.

G. SICK LEAVE BANK

1. The purpose of a the Sick Leave Bank is to provide extended sick leave coverage to any Instructional Assistant with three (3) years of continuous service in the Triton Regional District who has exhausted his/her sick leave and who is a member of the Sick Leave Bank pursuant to Paragraph B, below. An Instructional Assistant may access the Sick Leave Bank for absences due to or resulting from an extended and /or serious injury, illness or disability.
2. Each Instructional Assistant with three (3) years of continuous service must contribute one (1) day of his/her sick leave to the Bank at the beginning of each contract year.
3. The Bank will be administered by a committee of two persons: one member representing the Superintendent or his/her designee and one member representing the Association, to be known as the Sick Leave Bank Committee.
4. All requests for the use of sick days from the Sick Leave Bank shall be directed to the Sick Leave Bank Committee. The Sick Leave Bank Committee may approve a request for the use of sick leave days in an amount up to twenty (20) days. This limit may be waived by the Sick Leave Bank Committee, in circumstances where it is evident from the initial application that the applicant's illness/injury or disability will extend beyond twenty (20) days. The total grant of Sick Leave Bank days shall not exceed the length of the work year per illness/injury or disability. A request for the use of sick bank days must be accompanied by an application and medical documentation. Any requests for an extension of sick leave bank benefits must be accompanied by a new application and current medical documentation. Copies of the required forms are attached at the Appendix.

5. In acting upon requests for sick days from the Sick Leave Bank Committee shall utilize the Following criteria:
 - a. Adequate medical evidence;
 - b. Prior utilization of sick leave and or the Sick Leave Bank;
 - c. Reasons for and propriety of prior use of sick leave.
6. In order for a member to be eligible for sick leave bank benefits in a successive school year, the Instructional Assistant must return to work for a period of time at least as long the period for which he/she received benefits. The Sick Leave Bank Committee may waive this provision in extraordinary circumstances.
7. The decisions of the Sick Leave Bank Committee are final and not subject to the Grievance and Arbitration Procedure.
8. When the Sick Leave Bank drops below 100 days, all members of the Sick Leave Bank must contribute 1 day of sick leave to the Bank on the first workday of the following month. In no case shall the Bank exceed 200 days.
9. Any member currently receiving Sick Leave Bank benefits may continue to be eligible for Sick Leave Bank benefits even though the Bank drops below 100 days and the member do not have a day to contribute to the Sick Leave Bank. He/She will automatically have a day of sick leave deducted and contributed to the Bank as soon as he/she has earned a sick day.

ARTICLE VIII

LEAVES OF ABSENCE WITHOUT PAY

A. MATERNITY LEAVE

An assistant who has not completed one full academic year of service, but who has completed more than three (3) months of service, may be granted an eight (8) week leave of absence pursuant to G,L c. 149, § 105D, with entitlement to use sick leave during the certified period of disability due to childbirth and recovery there from,

B. FAMILY MEDICAL LEAVE ACT

An assistant shall be entitled to up to twelve (12) weeks of unpaid leave pursuant to and subject to the terms and conditions of the Family Medical Leave Act of 1993 (FMLA) and the FMLA policy of the School Committee.

C. OTHER LEAVES

An assistant on an unpaid leave of absence may continue to participate in the group health insurance plan, provided she/he pays a COBRA Payment, which is 102% of the monthly premium. This provision shall not apply to assistants on FMLA Leave.

A leave of absence from a portion of an assistant's full-time position, so that he/she can work on a part-time basis, may be granted. An assistant granted such leave shall accrue seniority and other benefits on a pro-rata basis during the period of the leave of absence.

All leaves of absence are subject to the recommendation of the Principal, and the discretionary approval of the Superintendent.

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

ARTICLE IX

COMPENSATION

A. SALARY INCREASES

2010 - 2011	
Step	Salary
1	\$ 14,040
2	\$ 14,935
3	\$ 15,682
4	\$ 16,480
5	\$ 17,278
6	\$ 18,025
7	\$ 18,772
8	\$ 19,570
9	\$ 20,368
10	\$ 21,115
11	\$ 21,862
12	\$ 22,660
12+	3%
No increase to steps. All IA's move up one step.	

B. SUBSTITUTE SERVICE

An instructional assistant who is assigned to take over a teacher's class for an Instructional day, in a teaching capacity shall be paid an additional \$25 for that day. Less than full-time assistants shall be paid on a pro-rata basis.

C. LONGEVITY

Effective September 1, 2003 longevity payments shall be paid to eligible assistants in a lump sum check in the first paycheck of December of each contract year according to the following schedule:

<u>Contract year</u>	<u>2010/2011</u>
After 10 years	\$550.00
After 15 years	\$650.00
After 20 years	\$750.00
After 25 years	\$850.00

- a. Authorized unpaid leaves of absence do not destroy continuity of service in determining longevity compensation, but such leaves of absence shall not be counted towards years of service.
- b. Part time assistants shall be paid at the appropriate proportion of a full time assistant's longevity rate.
- c. Retirees will receive one lump sum payment on their final pay before retirement

D. STIPENDS

An annual stipend will be paid in a lump sum on the twenty-second (22) pay period to all eligible instruction assistants.

Eligibility:

An instructional assistant is eligible for a stipend under **any of** the following conditions:

1. Assigned to a student who is consistently aggressive and combative, needing multiple CPI restraints, and is consistently removed from his/her classroom due to aggressive behavior;
2. Assigned to a student who is in need of consistent diapering and/or toileting or requires substantial one to one physical assistance;
3. Assigned to the district behavioral programs (ACE);
4. Required to have additional course or certifications for Pre-K, Title I, and Kindergarten;
5. Obtained an Associate's or Bachelor's degree **within an education related field**.

To substantiate that one qualifies for one or more stipends, documentation and a recommendation by the building principal must be submitted to the superintendent or his/her designee for approval.

Compensation:

1. The stipend amounts are: \$950 for the 2010/2011 school year
2. If the eligibility for the stipend is based on student assignment, and the student is reassigned to a new Instructional Assistant, the stipend will be pro-rated to each Instructional Assistant. If the student is moved to an out-of-district placement, the assigned Instructional Assistant will receive a pro-rated stipend for the amount of time assigned to the student.
3. Acknowledgement of the qualification of the stipend will be documented by Triton Regional School District at the beginning of the year in a letter, which states the Instructional Assistant's sick days, personal days, and longevity.
4. The Instructional Assistant is responsible for filling out a Stipend Request Form to payroll by May 15th. The stipend will be paid in full to the Instructional Assistant, in a separate check, on the twenty-second (22) pay period.
5. Part-time assistants shall be paid at the appropriate proportion of a full-time assistant's stipend rate.

E. GENERAL PROVISIONS

1. Instructional assistants shall be paid in twenty-two (22), equal installments on a bi-weekly basis.
2. Part-time assistants shall be paid at the appropriate proportion of a full-time assistant's salary.

F. MEDICAL/DENTAL INSURANCE BENEFITS

- HMO – 30% of the premium will be paid by the member and the District shall pay 70% of the monthly premium.
- PPO – 39% of the premium will be paid by the member and the District shall pay 61% of the premium.
- Dental – 30% of the premium will be paid by the member and the District shall pay 70% of the monthly premium.

The insurance plans offered by the District shall consist of the following:

1. Blue Care Elect Preferred. A Preferred Provider Organization (PPO) as the indemnity plan or the equivalent thereof;
2. HMO Blue New England as the HMO or the equivalent thereof;
3. Delta Dental Plan or the equivalent thereof;

During the term of this Agreement, the Insurance Advisory Committee may make recommendations as to rates, different plans or other issues relating to health and dental insurance; these recommendations will be accepted by the parties.

Members of the bargaining unit shall be entitled to participate in life insurance programs offered through Boston Mutual or the equivalent thereof.

G. COURSE REIMBURSEMENT:

Instructional assistants shall be reimbursed for the cost of the tuition only for college courses that they have successfully completed within an education related field which were approved in advance by the superintendent, up to 50%, with a limit of \$600 each contract year and/or \$300 per semester, per instructional assistant. All courses shall be taken at or sponsored by an accredited institution of higher learning.

The school committee will budget an amount based on the percentage of funding established in the teachers' contract starting with the 2011-2012 school year.

ARTICLE X

DEDUCTIONS

The District, whenever authorized by any assistant in writing, shall provide that payroll deductions on behalf of such assistant shall be made and paid in accordance with such Authorization for any or all of the following purposes:

1. Purchase of United States Savings Bonds.
2. Local and State Association dues.
3. Premiums under any group medical, dental or insurance policies
4. Premiums under any annuity contract. purchased by the assistant
5. Credit union deductions.
6. Section 125 plans.

ARTICLE XI

GENERAL PROVISIONS

CONSULTATION ON PROFESSIONAL CONCERNS:

The Superintendent shall meet at least three (3) times during the school year on mutually agreeable dates with representatives of the Association for the purpose of discussing issues of mutual concern in order to maintain a good working relationship. Other members of the Association and/or Administration may be present at either party's request.

ARTICLE XII

DURATION

- A. This Agreement shall be in full force and effect from July 1, 2010 through July 1, 2011.
- B. The parties will commence negotiations on or before April 1, 2011 for a successor agreement.

In witness of the foregoing, the parties have heretofore set their hand this 21st day of March, 2011.

**Triton Regional District
School Committee**

**Triton Regional Instructional
Assistants Association**

Instructional Assistant Evaluation

Name: _____ **Date:** _____

This evaluation encompasses all aspects of an assistant’s performance, not just a specific classroom observation.

- 1. **Effective**
- 2. **Needs Improvement**
- 3. **Ineffective**
- NA Cannot evaluate due to insufficient information**

Advice, direction, or objective will follow any items rated “Needs Improvement.”

1.	1	2	3	NA	Communicates and cooperates with classroom teachers, parents, colleagues and students.
2.	1	2	3	NA	Maintains high levels of ethical behavior and confidentiality or information about students.
3.	1	2	3	NA	Assists classroom teacher with instruction and other tasks as designated.
4.	1	2	3	NA	Assists in implementing behavior management plans.
5.	1	2	3	NA	Demonstrates understanding of individual student needs and abilities.

Comments

Assistant’s Signature: _____ **Date:** _____

Evaluator’s Signature: _____ **Date:** _____