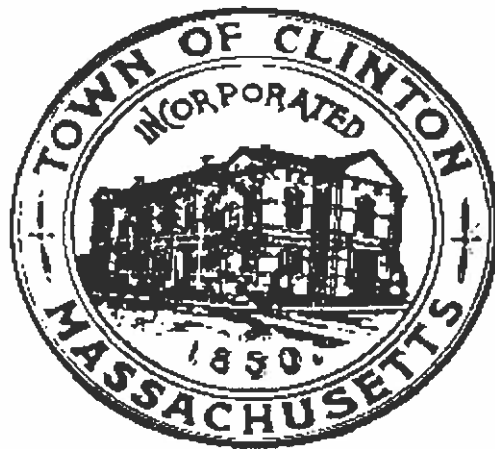


**Contract Between the Clinton Public School District  
and the American Federation of State, County,  
and Municipal Employees,  
AFL/CIO State Council #93, Local #3720,  
Instructional Assistant Employees**

**School Year: 2022-2025**



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## **PREAMBLE**

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

**ARTICLE I**  
**Recognition and Purpose**

- A. The Committee shall recognize the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for all Instructional Assistants (Teaching Assistants, Instructional Assistants and ABA Specialized Instructional Assistants), excluding employees regularly scheduled to work less than 20 hours per week, employed by the Clinton School Department as certified by the State Labor Relations Commission, MCR #4734.<sup>1</sup>
- B. Letters of employment for positions included within the bargaining unit will include the following language: "Employment in the Clinton Public Schools is in accordance with the terms and conditions outlined in the Collective Bargaining Agreement between the Clinton School Department and AFSCME Local #3720".
- C. Whenever a new Instructional Assistant classification is established by the Employer, the Union shall be notified and a meeting shall be scheduled as to whether or not such new classification should be included into the Bargaining Unit. In the event that no agreement can be reached, either party may petition the State Labor Relations Commission for a decision on the matter.
- D. The Employer will not aid, promote, or finance any labor group or organization, which purports to engage in collective bargaining, or make any agreement with any such group, or individual for the purpose of undermining the Union or changing any condition contained in this Agreement.
- E. The Union shall submit to the Committee, a list of its officers and official representatives and the dates of their term of office. The Committee shall recognize such persons as official representatives of the Union.
- F. The Committee shall submit to the Union a list of its members and official representatives of the School Department no later than September 1<sup>st</sup> of each year.
- G. The Committee agrees that no employee shall consult or represent another relative to wages, hours, and other conditions of employment without prior notice and presence of Union Officials at such meeting.

**ARTICLE II**  
**Management Rights**

- A. Except as expressly provided otherwise in the Agreement, the School District will not be limited in any way in the exercise of the functions of management and retains and

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<sup>1</sup> The parties agree to divide the classification of Instructional Assistant into three classifications: Teaching Assistant, Instructional Assistant and ABA Specialized Instructional Assistant.

reserves the right to exercise, without bargaining with the Union, all the authority and prerogatives of management, including, but not limited to, the following:

1. To direct all of the operations and services of the District and its schools;
2. To determine the organization, location and the number of employees of the District and its schools;
3. To hire and appoint employees, including the determination of qualifications and requirements for the position;
4. To direct, train and supervise and evaluate employees, including the frequency of evaluations and the conducting of the evaluation;
5. To determine employee classifications;
6. To institute technological changes or to revise processes, systems of equipment from time to time;
7. To determine the standards for appearance of employees consistent with the job environment;
8. To increase, diminish, change or discontinue operations in whole or in part and/or layoff employees due to lack of funds or lack of work, or for any other lawful reason;
9. To transfer employees, including without limitation the choice of which employees will be transferred, the duration of such transfer(s) and where the employee will be transferred to;
10. To assign, or reassign, duties and job tasks including the change of duties and job tasks on an "as needed" basis;
11. To schedule and enforce work hours and breaks;
12. To approve or disapprove leaves, including but not limited to, personal leaves and placing employees on sick and administrative leaves;
13. To discipline, suspend, or discharge employees;
14. The right to require an alcohol and drug test subject to the Supreme Judicial Court precedent regarding drug testing;
15. To make, amend and enforce rules, regulations, operative, administrative and safety procedures from time to time as the District deems necessary;
16. To alter, add to or eliminate from time to time existing methods, equipment, facilities or programs and to determine the care, maintenance and operation of the equipment and property used for and on behalf of the District;

17. To determine and implement safety and health measures and requirements.

- B. During an emergency, the School District will have the right to take actions necessary to meet the emergency notwithstanding any contrary provisions of this Agreement.
- C. The School District and the Union, for the life of this agreement, each agree that the other will not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this agreement.”

**ARTICLE III**  
**No Discrimination**

- D. There shall be no discrimination, by Superintendents or other agents of the Employer, against any employee because of his/her activity of membership in the Union.
- E. The parties to this Agreement agree that they shall not discriminate against any person because of race, creed, color, sex, age, gender, gender identity, sexual orientation, or national origin, and that such person shall receive the full protection of this Agreement.

**ARTICLE IV**  
**Dues**

- F. Employees may tender monthly membership dues by signing the Authorization for Payroll Deductions for Dues form. During the life of this Agreement and in accordance with the terms of the form of Authorization of Check-Off of Dues, hereinafter set forth as Appendix B, the Employer agrees to deduct Union membership dues levied in accordance with the Constitution of the Union from the pay of each employee who voluntarily executes or has executed such form.
- G. The Union agrees to indemnify and hold the School District harmless from any litigation that may arise out of or result from the terms of this Article (Pursuant to M.G.L. 150E). The Union assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the treasurer of the Union.
- H. The Employer agrees to remit the aggregate amounts deducted pursuant to Section A above to the Business manager of Council #93, on or before the twentieth (20) day of the succeeding month along with a list of those employees from whom dues have been deducted. It is further understood and agreed that at times, due to workload or staffing in the Finance Department, or other unforeseen circumstance, it may be impossible to remit within the above mentions time period. In such circumstances the Union agrees that it will not attempt to unreasonably enforce said time requirement.

**ARTICLE V**  
**Voluntary Agency Service Fee**

- I. A voluntary Agency Service Fee, in an amount specified by the Union, will be deducted from each paycheck of a member of the bargaining unit who is not a member of the Union, who voluntarily agrees to pay a Voluntary Agency Service Fee, and who authorizes the School District, in writing, to make such voluntary deductions.
- J. The Union agrees to indemnify and hold the School District harmless against all claims, suits or other forms of liability arising out of the deductions of such Voluntary Agency Service Fee from an employee's pay or of application of this Article. The Union agrees to assume full responsibility for the disposition of the monies so deducted once they have been turned over to the Treasurer of the Union, who will provide such information to the Town Treasurer as may be required by the Town Treasurer.
- K. This Article will not apply to any employee who has authorized the Town Treasurer to deduct Union dues under Article IV.
- L. The School District will not be required to take any action against a member of the bargaining unit for failure to pay his or her Voluntary Agency Service Fee.
- M. It is understood by the School District and the Union that deduction of the Voluntary Agency Service Fee will be made pursuant to the bargaining unit member's authorization in accordance with the terms of the Authorization of Payroll Deduction for Voluntary Agency Service Fee form set forth at Appendix B of this Agreement and only during the existence of an executed agreement between the School District and the Union.
- N. The Employer shall provide the Union upon written request, electronically the following information:
  - 1. An up-to date- seniority list of all dues paying bargaining unit employees with the following information: Names, address, phone numbers, dates of hire, rate of pay, classification (full-time or part-time), and department or location of work.
  - 2. An up-to date- seniority list of all non-dues paying bargaining unit employees with the following information: Names, address, phone numbers, dates of hire, rate of pay, classification (full-time or part-time), and department or location of work.

**ARTICLE VI**  
**Seniority**

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

- P. The Committee agrees in principle with the concepts of Seniority as applied to:
1. Transfer or reassignment: Qualifications and seniority shall be used in accordance with the Article on Job Posting and Bidding.
  2. Promotions: Seniority may be used in accordance with the Article on Job Posting and Bidding.
- Q. Seniority dates shall be set by the starting date of employment. Employees hired on the same date seniority will be determined by Evaluations. If evaluations are equal then a random drawing will be conducted.
- R. Layoffs:
3. Temporary employees shall be laid off first.
  4. The least senior Instructional Assistant employee in the Clinton School Department shall be laid off first. Unless job specific job qualifications of that job (i.e. ESL, A.B.A.) cannot be met by the next senior member. In the event the next senior member does not hold the requisite certifications/trainings, he/she shall have the opportunity to obtain the required certifications/trainings. If the District is not providing the necessary trainings during the time frame, the qualifications must be met at the Employee's expense (Tuition reimbursement may be available – see Article XIV) prior to the start of the next school year.
  5. The Employer shall notify the employee and the Union in writing at least fourteen (14) days prior to the effective date of the layoff. The Union and the Employer agree to meet in advance of any layoffs to discuss the application of this Article.
  6. Laid off employees shall have recall rights, according to seniority, for two (2) years from the date of the layoff or the employee's length of service, whichever is less.
- S. The Committee will establish a seniority list and this list shall be brought up to date at the beginning of the school year and a schedule will be sent to the President and the Secretary of the Union by the Superintendent. This will be done no later than the last working day in September each year.
- T. In the event any employee covered by this contract is laid off as a result of District-wide reductions in force, employees so laid off shall be offered the first opportunity to fill any vacant position that the District intends to fill, or any newly created position, covered by the Bargaining Unit; provided, however, that the employee has the necessary qualifications for that job and subject to the following conditions:
7. The Employer's responsibility to offer positions at the same or lower classification shall be for a period of twelve (12) months after the employee's layoff.
  8. The most senior employee laid off shall be given the first opportunity. If that employee does not take the position, it shall be offered to other such laid off



employees, in descending order of seniority. For employees hired on the same date, which employee shall be offered first return will be based on evaluations.

9. Employees who are laid off under this Article will have the right to recourse under Article VII of this Agreement only if the employee alleges the layoff procedure was not followed.
  10. Any employee returning to employment under the procedure set forth above, shall return to service with their former seniority status, provided, however, that any intervening time out of service shall not be counted towards calculating seniority.
  11. Any employee returning to employment under the procedure set forth above, shall return to service with all benefits accrued at the effective date of said layoff.
- U. Employees hired on or after the implementation date of this Agreement, shall be probationary for the first six (6) months of employment. A non-probationary employee may be disciplined, suspended, and/or discharged only for just cause. Grievances involving discipline shall start at Step 2 of the procedure in Article VII.
- V. Employees rehired after the two-year period shall have no seniority rights or previously accrued benefits.

## **ARTICLE VII**

### **Grievance Procedure**

W. Definitions:

12. A "grievance" is a claim or complaint based upon an event, act, or condition which effects the interpretation, meaning, or application of any of the conditions of this Agreement.
13. A "grievant" is a person or persons, and/or the Union itself making the claim or complaint.
14. A "party in interest" is the person or persons, and/or the Union making the claim and filing the grievance and any person who might be heard or gives testimony in order to resolve the grievance.
15. When filing a grievance, an employee or the Union must state, in writing, the specific provision of the Agreement that is alleged to have been violated and is being grieved.

X. Purpose:

16. The purpose of this procedure is to resolve, at the lowest possible administrative level, equitable solutions to the problems that may arise at any time affecting the welfare or working conditions of employees and/or the contractual rights and

Privileges of their professional Union. Both parties agree that grievance proceedings will be kept informal and confidential at every level of the procedure.

17. The original grievance must be the only grievance submitted at a subsequent level when the party does not accept the decision rendered at the entry level of his/her grievance.

Y. Procedure:

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

Level One

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

Level Two

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

Level Three

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

Z. Miscellaneous

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

26. Pending the Arbitrator's final decision of grievance, hereunder the employee and/or the Union shall proceed diligently with the performance of duties of said employee and/or the Union, in accordance with the Superintendent's decision.
27. It is understood that the Union may not bring forth a grievance on behalf of an individual bargaining unit member without their consent, but may bring forth a class grievance where the bargaining unit, as a whole, has been aggrieved.
28. The Arbitrator shall have no power to add to or subtract from the explicit terms and conditions of this Agreement.
29. No information may be presented to the Arbitrator that has not been previously presented through the grievance process.
30. A Union Steward shall, upon application to the Superintendent, be granted reasonable time off during working hours to investigate and adjust grievances.
31. The grievant's or Union's failure to initiate any Level within the appropriate time limit shall result in barring the grievance.
32. The failure of the employee's immediate supervisor or the Principal, or the Superintendent, to respond to the grievance within the appropriate time shall be considered a denial, and the employee or the Union may move the grievance to the next level of the procedure. Only the District or the union may move the matter to arbitration.

## **ARTICLE VIII**

### **Hours of Work**

- AA. The work year of the Instructional Assistants covered by this Agreement shall be 181 days, including one day of staff orientation and all school days, ending on the last day of school. On early release and half days, Instructional Assistants can leave after student dismissal is completed, except for the last day of school.

For employees hired prior to July 1, 2022, the normal work day shall be 6 hours a day. For employees hired on or after July 1, 2022, the normal work day for Teaching Assistants and Instructional Assistants shall be 6 hours and 15 minutes and the normal work day for ABA Instructional Assistants shall be 6 hours and 30 minutes. Employees hired prior to July 1, 2022 may elect to work the extended hours for their current position. Any employee hired prior to July 1, 2022 who accepts a new position will be required to work the full work day for the new position.

- BB. Determination of starting time shall be made by the Employer. Schedules may be changed by the Employer or made from time to time to suit varied conditions of school operation as deemed necessary by the Employer. Work schedules including starting and quitting times for employees shall be posted in their respective employee's buildings.

Such changes except emergency situations shall require 14 days' notice and be discussed with the Union representative.

33. All Instructional Assistants' work schedules shall provide for 30 consecutive minutes of prep time each shift. When necessary, this prep time may be scheduled as two separate 15 minute blocks. The 30 minutes prep time is not to be used for personal time or to extend lunch. The prep time is to be used strictly as a means to improve the productivity and efficiency of Instructional Assistants while providing service in the classroom. In order to promote transparency and accountability, School Administrators may call a meeting with each Instructional Assistant at the beginning of each school year to discuss the following: When the Instructional Assistant plans, or is scheduled, to use the 30 minute prep time; what the Instructional Assistant plans to accomplish during the 30 minute prep time; and, if possible, where the Instructional Assistant plans to take the 30 minutes of prep time.
- 34.
- a. All employees shall be entitled to an unpaid duty-free lunch of thirty (30) consecutive minutes. Lunch period shall be scheduled when the cafeteria is open for lunch.
- b. In the event an employee is unable to take their lunch period or is called back from their lunch period, per the direction of an administrator, they may submit a timecard for payment for missed lunch time at their normal hourly rate. It is understood by the administrator and the employee that this provision is to be utilized only when necessary and is not to be abused in any way or to replace lunch time.
- CC. In the event that employees are instructed to delay reporting to work or there is an unscheduled early release, employees who report to work that day will receive a full days pay. If the day is rescheduled to be made-up at a later date the employee will receive pay only for the hours worked the day of the delay or early release.
- DD. When an IA accepts an assignment that runs beyond the normal work hours, the IA will be paid for time worked beyond normal work hours by completing and submitting a time card or be credited with comp with approval from the building Principal.

## **ARTICLE IX**

### **Sick Leave**

- EE. There shall be a sick leave program for all employees covered under the scope of this agreement, and it shall be understood to be: Earned sick leave of 1.5 days per month (15 days per year) with unlimited accumulation.
- FF. The parties agree that they may bargain a "sick leave bank" for the benefit of cases of extreme personal illness or injury of an employee who may apply to the sick leave bank

for additional sick leave with pay beyond the total of the employee's accumulated sick leave.

- GG. Employees absent three (3) consecutive days may be required to submit a doctor's note upon their return to work.
- HH. Employees absent ten (10) consecutive days may be required to undergo a medical review by a School Department Physician or his/her designee.
- II. Sick leave shall be taken and charged in one-quarter of a day increments.<sup>2</sup>

**ARTICLE X**  
**Leaves of Absence**

- JJ. Personal Leave - Effective the first day of the school year, Instructional Assistants shall receive three (3) personal leave days with pay not deducted from sick leave.
  - 35. In the first year of employment, employees will receive their personal leave days at the end of their probationary period.
  - 36. At the conclusion of the work year, all unused personal leave shall be converted to sick leave and carried over to the next year.
  - 37. Personal leave may not be used to extend a vacation period. Reasons for a personal leave request may be requested before or after a vacation, holiday, or weekend.
- KK. Bereavement Leave - Members of this Unit shall be granted the following temporary leaves of absence with pay:
  - 38. Up to, five (5) consecutive work days, at one time, as the result of the death of a husband, wife, mother, father, son, daughter, brother, or sister of employee.
  - 39. Up to, three (3) consecutive work days, at one time, as the result of the death of a grandfather, grandmother, grandchild, uncle, aunt, nephew, niece, first cousin, son-in-law, daughter-in-law, brother-in-law, sister-in-law, mother-in-law, or father-in-law of employee.
  - 40. One (1) day as the result of a death to a family relative not directly related by bloodline.
  - 41. Further leave may be granted at the discretion of the Superintendent, up request by the employee.
- LL. Military Leave

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<sup>2</sup> Personal leave and SNLA leave shall also be taken and charged in one-quarter of a day increments.

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

MM. Professional Leaves

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

NN. Jury Duty

45. All bargaining unit members who miss regularly scheduled work due to Jury Duty will receive their regular pay for the first three (3) days of jury duty. For fourth and subsequent days of such juror service, the employee shall be paid the difference between the amount received as juror compensation, less any juror travel allowance, and the employee's regular wages.
46. It is the obligation of the employee to show his/her supervisor a copy of the summons or notification to serve on a jury within fourteen (14) days of the employee's receipt of the summons or notification to serve.
47. An employee who reports for jury duty and is excused from such duty for all or part of the day must report to work whenever the interruption of said service, including a reasonable time for travel, will permit two (2) or more consecutive hours of employment during the regularly scheduled work day.
48. After the completion of jury duty, the employee must provide a copy of the Certificate of Trial Juror Service to the administration office, showing dates of juror service, time served, and amount of juror compensation received to the School District.

OO. Continuity

All above listed customary and approved leaves of absence will not constitute a break in service, nor interrupt the accrual of seniority. Any leave of absence beyond what is customary, although approved by the School Committee, will not constitute a break in service, but will freeze the accrual of seniority until such time as the employee returns to work. Additional leave may be granted at the discretion of the School Committee after request by the employee through the

Superintendent. All above leaves may be extended up to one (1) year. Each request will be considered on an individual basis. But will not be used to accrue any employment benefit (e.g. step advancement, longevity, seniority, etc.) which is based on time served. This restriction does not apply to time spent on paid maternity leave or FMLA.

PP. Absence Without Pay

49. Parental Leave. Employees who have worked at least six (6) months shall be entitled to up to eight (8) weeks of maternity and adoptive leave without pay, in accordance with S.105D of MGL 149 and the Clinton Public Schools Parental Leave Policy.
50. Family and Medical Leave Act Leave. Employees with at least twelve (12) months of service and who have actually worked 1,250 or more hours during the previous twelve (12) months may be eligible for Family and Medical Leave Act leave in accordance with the Family and Medical Leave Act.
51. Small Necessities Leave Act Leave. Employees eligible for FMLA are eligible for Small Necessities Leave Act leave in accordance with the school's policy.
52. Miscellaneous Leave:

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

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

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

**ARTICLE XI**  
**Vacancies - Job Posting & Bidding**

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



- 53. If such a position becomes available during a vacation period when the workload is dictated by time limits, the ten (10) day posting period of the position may be waived once agreed upon by the Superintendent and the Union Executive Board.
  - 54. In the event the employer deem it necessary to fill a vacant position during the above mentioned posting period, because of staffing needs, the employer shall pay the affected employee the higher salary rate, when applicable, from the first day of filling of said vacancy. The filling of vacancies in the above situations is not intended to discourage employees from applying for vacancies posted. Nothing in this provision shall exclude those temporarily assigned from applying for a vacant position they may hold during the above-mentioned posting period.
  - 55. This provision shall in no way limit the Employer's right to seek applicants from outside sources if there are no qualified bargaining unit bidders in the Employer's sole judgment for that position.
- RR. Changes in hours, etc., shall require re-posting.
- SS. Whenever the Employer creates a new position which it believes should be accreted to the bargaining unit, it will so notify the Union and engage in collective bargaining over the wages, hours, and terms and conditions of employment for the new position.
- TT. Probationary Employment:
- 56. The first six (6) months of employment in the School Department shall be the probationary period, during which time the employee may be terminated for cause or no cause. A non-probationary employee may be disciplined or discharged for just cause only.
  - 57. Employees who transfer into the bargaining unit shall be considered probationary for thirty (30) days, or the remainder of a six (6) month probationary period, whichever is longer.

**ARTICLE XII**  
**Sick Leave Buy Back Policy**

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

After ten (10) years – 35% of unused sick days to a maximum of \$7000.00

**ARTICLE XIII**

**Longevity**

UU. All Instructional Assistants will be entitled to the following longevity payments after completing the corresponding number of consecutive years of service in the Clinton Public School System as a full-time equivalent employee:

**Consecutive Years – Longevity Amount**

10 Years - \$300

15 Years - \$700

20 Years - \$1200

25 Years - \$1800

30 Years - \$2500

35 Years - \$3300

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

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

**ARTICLE XIV**

**Tuition Reimbursement/Professional Development**

The School District will reimburse bargaining unit members up to a maximum of \$1500 per contract year for professional development opportunities -or courses at colleges or post-secondary trade schools that the Superintendent deems to be related to the performance of an employee's duty, provided that the employee has received prior approval from the Superintendent.

**ARTICLE XV**  
**Faculty Meeting and In-Service Days**

- XX. In the interest of cooperation, personal involvement and the good of the District, Instructional Assistants and ABA Specialized Instructional Assistants are encouraged to attend faculty and department meeting.
- YY. Starting in the 2021-2022 school year, all Instructional Assistants who receive administrative approval to attend full day professional development days, may do so, and submit a timecard for compensation at their per diem rate. Instructional Assistants who do not receive administrative approval may voluntarily attend full-day professional development if they choose to do so for their own personal growth. All Instructional Assistants will have the option of attending early release professional development days with no loss of compensation.

**ARTICLE XVI**  
**Substitute Pay**

There are three (3) different situations when an Instructional Assistant may be assigned to substitute teach. These substitute situations, the expectations associated with each type of substitute coverage and the corresponding pay rate are described in the chart below.

**Substitute Pay**

	<b>Rate</b>	<b>Description</b>	<b>Expectations</b>
Coverage Substitute	Hourly + \$5 (Submit timecard, no minimum)	Provides short coverage for meetings or other obligations	Supervision of students
Daily Substitute	Time and a half	Provides coverage for a teacher for a half of school a day or a whole school day	Supervision and follow the substitute plans
Long-Term Substitute	Per diem rate of Bachelors Step 1 on the CTA salary scale (starting on the 11th day)	Provides coverage for a classroom for more than 10 days in a row	Create/adapt lesson plans from other teacher, teach lessons, assign, collect, and grade student Work

*Teaching Assistants are not eligible for coverage.*

**ARTICLE XVII**  
**Summer Programming and Extended School Year Program**

- ZZ. If an employee is working during the summer in an Instructional Assistant or ABA Instructional Assistant role for a school funded program, then they shall receive

compensation based on their hourly wage from the previous school year. If the position is grant funded the compensation shall be subject to terms of the grant which shall be outlined on the posting, but shall not be less than the employee's current hourly school year wage.

AAA. ABA Specialized Instructional Assistants are encouraged to work during the Extended School Year program. All ABA Specialized Instructional Assistants hired after July 1, 2021 are expected to work 24 Extended School Year days. All ABA Specialized Instructional Assistants who commit to working the full 24 days shall be granted an additional personal day and an additional sick day which may be used during the summer or carried over into the school year.

## ARTICLE XVIII

### Wages

BBB. The minimum rates of pay, job classifications and step increases for all bargaining unit members shall be set forth in Appendix A. Employees who have completed their probationary period shall advance one step on July 1<sup>st</sup> of each year.

CCC. New employees, based on skills and experience, may be placed at any step on the compensation scale. Any present employee in the same job classification who can document the same or greater skill and experience than the new employee, may appeal their step placement in writing to the Superintendent.”

DDD. Bargaining unit members on the payroll on the effective dates will receive the following base wage increases:

Effective July 1, 2022	3%
Effective July 1, 2023	3%
Effective July 1, 2024	2%

EEE. Additional compensation:

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

- Interpreter
- Sign Language
- Restraint Trained EDBD Room

59. \$3.00 per hour will be added to Instructional Assistants who are ABA trained, effective FY23.

60. 50 cents (\$0.50) per hour will be added to Instructional Assistants that hold a Massachusetts Teacher Certification.
61. An IA will receive an additional \$0.25 per hour if they hold an Associate's Degree and \$0.50 per hour for a Bachelor's Degree. This shall only be paid on the highest degree.
62. An IA will receive \$0.25 more per hour for successful completion and/or valid certificate or credential of a pre-approved behavior program. An IA is only eligible for one \$0.25 increase in this area regardless of the number of behavior courses completed or certifications held.
63. IA's working in the TLC, ABA & BRYT sub-separate programs shall all receive the same ABA hourly wage adjustment.
64. Teaching Assistants shall be compensated at one and one-quarter times the IA rate.
- FFF. Present employees will receive their pay in salary, in twenty-six biweekly equal installments. At the end of the school year, the employee may request a lump sum payment for their remaining salary that would normally be paid out over the summer, provided that the employee makes a formal request, in writing, to the Superintendent no later than May 15<sup>th</sup>. The parties recognize that weekly pay will not reflect the actual hourly rate and that anomalies and/or variances may be made up, to be paid at the end of the school year.
- GGG. All Instructional Assistants will be evaluated yearly for the first three years of employment and every other year thereafter. Any Instructional Assistant scoring an unsatisfactory evaluation will be re-evaluated within six months. If said employee receives another unsatisfactory evaluation said employee may be subject to progressive discipline up to and including termination.
- HHH. The Performance Evaluation Tool is set forth in Appendix C.

## **ARTICLE XIX**

### **Discipline**

- III. The Employer shall not suspend, demote, or discharge any non-probationary employee without just cause.
- JJJ. If the Employer has reason to reprimand an Employee, it shall be done privately.
- KKK. Any employee who receives a written reprimand has the right to submit a written response explaining their position and the written response will be included in the employee's personnel file.

LLL. In case of discharge of a non-probationary employee, the employee affected may request and shall receive from the employer in writing the reason for said dismissal.

MMM. When an employee is discharged by the Employer, the Union shall be promptly notified.

NNN. All copies of warning notices shall be forwarded to the Union office upon request.

**ARTICLE XX**  
**Joint Labor Management Committee**

OOO. With the aim of promoting better understanding between the parties, the Employer and the Union agree that informal meetings between the management and the Union can be held at mutually agreeable times and places to apprise the other of problems, concerns and suggestions related to the operations and the workplace. Agendas will be exchanged forty-eight (48) hours in advance.

PPP. The committee will consist of no more than three (3) bargaining unit employees and three (3) members of management.

QQQ. Such meetings shall not be construed as opening the Agreement for negotiations, nor shall any subject matter at the meetings constitute a step in the grievance procedure.

**ARTICLE XXI**  
**Orientation and Training**

RRR. Employees shall be paid for all approved times spent in orientation and training.

SSS. The Employer will provide training on all new policies and/or procedures implemented. Should an employee require additional training, they shall make a request to their supervisor.

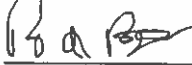
**ARTICLE XXII**  
**Term of Agreement**

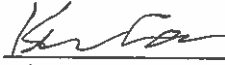
Subject only to the right to re-open by mutual agreement, this contract shall be effective as of the first day of school 2022 for staff through June 30, 2025. The parties agree that not later than May 1, 2025 they shall enter into negotiations to become effective for school year 2025-2026. The existing contract will remain in effect, in its entirety, until the new contract is ratified and signed by the parties.

In Witness thereof, the parties hereunto set their seal this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

School Committee

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

 11/9/2022  
Brendan Bailey, Chair


 11/9/2022  
Kirsten Cogan

MS Varakis 11/9/2022  
Matthew Varakis, Vice Chair

Julie Donahue 11/21/2022  
Julie Donahue

Joel Bates, Jr. 11/9/2022  
Joel Bates, Member

Cara Flanagan 11/22/2022  
Cara Flanagan

 11/29/2022  
Pam Gaw, Member

Melissa Machado 11/22/2022  
Melissa Machado

Tena Zapantis 11/29/2022  
Tena Zapantis, Member

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX A –Salary Scale**

**FY23 - 3% + AN ADDITIONAL STEP ADDED TO THE TOP OF THE FY22 WAGE SCALE AT 2% OVER THE FY22 TOP STEP<sup>3</sup>**

**181 Days      6 Hrs/Day**

<b>Step</b>	<b>Hourly</b>	<b>Daily</b>	<b>Annually</b>	<b>BiWeekly</b>
1	\$18.50	\$110.99	\$20,089.70	\$772.68
2	\$20.42	\$122.55	\$22,181.44	\$853.13
3	\$22.34	\$134.04	\$24,262.00	\$933.15
4	\$23.10	\$138.62	\$25,089.75	\$964.99
5	\$23.89	\$143.31	\$25,939.87	\$997.69
6	\$24.58	\$147.45	\$26,689.32	\$1,026.51
7	\$25.29	\$151.72	\$27,461.14	\$1,056.20
8	\$25.79	\$154.75	\$28,009.24	\$1,077.28
9	\$26.31	\$157.84	\$28,569.43	\$1,098.82

**181 Days      6:15 Hrs/Day**

<b>Step</b>	<b>Hourly</b>	<b>Daily</b>	<b>Annually</b>	<b>BiWeekly</b>
1	\$18.50	\$115.62	\$20,926.77	\$804.88
2	\$20.42	\$127.66	\$23,105.67	\$888.68
3	\$22.34	\$139.63	\$25,272.92	\$972.04
4	\$23.10	\$144.39	\$26,135.16	\$1,005.20
5	\$23.89	\$149.29	\$27,020.70	\$1,039.26
6	\$24.58	\$153.60	\$27,801.37	\$1,069.28
7	\$25.29	\$158.04	\$28,605.35	\$1,100.21
8	\$25.79	\$161.20	\$29,176.30	\$1,122.17
9	\$26.31	\$164.42	\$29,759.82	\$1,144.61

**181 Days      6:30 Hrs/Day**

<b>Step</b>	<b>Hourly</b>	<b>Daily</b>	<b>Annually</b>	<b>BiWeekly</b>
1	\$18.50	\$120.24	\$21,763.84	\$837.07
2	\$20.42	\$132.76	\$24,029.89	\$924.23
3	\$22.34	\$145.21	\$26,283.83	\$1,010.92
4	\$23.10	\$150.17	\$27,180.56	\$1,045.41
5	\$23.89	\$155.26	\$28,101.53	\$1,080.83
6	\$24.58	\$159.74	\$28,913.43	\$1,112.05
7	\$25.29	\$164.36	\$29,749.57	\$1,144.21
8	\$25.79	\$167.64	\$30,343.35	\$1,167.05
9	\$26.31	\$171.00	\$30,950.21	\$1,190.39

<sup>3</sup> Step 1 was removed from the wage scale and all remaining steps were re-numbered from 1 through 9.



FY24 - 3%

181 Days 6 Hrs/Day

Step	Hourly	Daily	Annually	BiWeekly
1	\$19.05	\$114.32	\$20,692.39	\$795.86
2	\$21.04	\$126.23	\$22,846.88	\$878.73
3	\$23.01	\$138.07	\$24,989.86	\$961.15
4	\$23.80	\$142.78	\$25,842.44	\$993.94
5	\$24.60	\$147.61	\$26,718.07	\$1,027.62
6	\$25.31	\$151.88	\$27,490.00	\$1,057.31
7	\$26.05	\$156.27	\$28,284.97	\$1,087.88
8	\$26.56	\$159.39	\$28,849.52	\$1,109.60
9	\$27.10	\$162.58	\$29,426.51	\$1,131.79

181 Days 6:15 Hrs/Day

Step	Hourly	Daily	Annually	BiWeekly
1	\$19.05	\$119.09	\$21,554.57	\$829.02
2	\$21.04	\$131.49	\$23,798.84	\$915.34
3	\$23.01	\$143.82	\$26,031.10	\$1,001.20
4	\$23.80	\$148.72	\$26,919.21	\$1,035.35
5	\$24.60	\$153.76	\$27,831.32	\$1,070.44
6	\$25.31	\$158.21	\$28,635.41	\$1,101.36
7	\$26.05	\$162.78	\$29,463.51	\$1,133.21
8	\$26.56	\$166.03	\$30,051.58	\$1,155.83
9	\$27.10	\$169.35	\$30,652.62	\$1,178.95

181 Days 6:30 Hrs/Day

Step	Hourly	Daily	Annually	BiWeekly
1	\$19.05	\$123.85	\$22,416.75	\$862.18
2	\$21.04	\$136.74	\$24,750.79	\$951.95
3	\$23.01	\$149.57	\$27,072.35	\$1,041.24
4	\$23.80	\$154.67	\$27,995.98	\$1,076.77
5	\$24.60	\$159.91	\$28,944.57	\$1,113.25
6	\$25.31	\$164.53	\$29,780.83	\$1,145.42
7	\$26.05	\$169.29	\$30,642.05	\$1,178.54
8	\$26.56	\$172.67	\$31,253.65	\$1,202.06
9	\$27.10	\$176.13	\$31,878.72	\$1,226.10

**FY25 - 2%**

**181 Days      6 Hrs/Day**

<b>Step</b>	<b>Hourly</b>	<b>Daily</b>	<b>Annually</b>	<b>BiWeekly</b>
1	\$19.63	\$117.75	\$21,313.16	\$819.74
2	\$21.67	\$130.01	\$23,532.29	\$905.09
3	\$23.70	\$142.21	\$25,739.56	\$989.98
4	\$24.51	\$147.06	\$26,617.72	\$1,023.76
5	\$25.34	\$152.04	\$27,519.61	\$1,058.45
6	\$26.07	\$156.43	\$28,314.70	\$1,089.03
7	\$26.83	\$160.96	\$29,133.52	\$1,120.52
8	\$27.36	\$164.17	\$29,715.01	\$1,142.88
9	\$27.91	\$167.45	\$30,309.31	\$1,165.74

**181 Days      6:15 Hrs/Day**

<b>Step</b>	<b>Hourly</b>	<b>Daily</b>	<b>Annually</b>	<b>BiWeekly</b>
1	\$19.63	\$122.66	\$22,201.21	\$853.89
2	\$21.67	\$135.43	\$24,512.80	\$942.80
3	\$23.70	\$148.13	\$26,812.04	\$1,031.23
4	\$24.51	\$153.19	\$27,726.79	\$1,066.41
5	\$25.34	\$158.38	\$28,666.26	\$1,102.55
6	\$26.07	\$162.95	\$29,494.48	\$1,134.40
7	\$26.83	\$167.67	\$30,347.42	\$1,167.21
8	\$27.36	\$171.01	\$30,953.13	\$1,190.51
9	\$27.91	\$174.43	\$31,572.19	\$1,214.32

**181 Days      6:30 Hrs/Day**

<b>Step</b>	<b>Hourly</b>	<b>Daily</b>	<b>Annually</b>	<b>BiWeekly</b>
1	\$19.63	\$127.56	\$23,089.26	\$888.05
2	\$21.67	\$140.85	\$25,493.32	\$980.51
3	\$23.70	\$154.06	\$27,884.52	\$1,072.48
4	\$24.51	\$159.31	\$28,835.86	\$1,109.07
5	\$25.34	\$164.71	\$29,812.91	\$1,146.65
6	\$26.07	\$169.47	\$30,674.26	\$1,179.78
7	\$26.83	\$174.37	\$31,561.32	\$1,213.90
8	\$27.36	\$177.85	\$32,191.26	\$1,238.13
9	\$27.91	\$181.41	\$32,835.08	\$1,262.89

**ADDITIONAL PAY**

Description	Hourly Rate	Annual 6 Hours	Annual 6:15 Hours	Annual 6:30 Hours
		6	6.25	6.5
<b>ABA/BRYT/TLC</b>	\$3.00	\$3,258.00	\$3,393.75	\$3,529.50
<b>Bachelor's Degree</b>	\$0.50	\$543.00	\$565.63	\$588.25
<b>Associates Degree</b>	\$0.25	\$271.50	\$282.81	\$294.13
<b>Licensure</b>	\$0.50	\$543.00	\$565.63	\$588.25
<b>Behavior Course</b>	\$0.25	\$271.50	\$282.81	\$294.13
<b>Restraint/EDBD</b>	\$0.25	\$271.50	\$282.81	\$294.13
<b>Sign Language</b>	\$0.25	\$271.50	\$282.81	\$294.13
<b>Interpreter</b>	\$0.25	\$271.50	\$282.81	\$294.13

<b>Teaching Assistant</b>	1.25 Regular			
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APPENDIX B - Authorization of Check-Off of Dues

**AFSCME**  
**STRONG**

For my job.  
For my family.  
For my future.  
I'm AFSCME STRONG  
and ready to get to work

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Text '93' to '237263' to receive periodic updates, calls to action  
and other important information from your union!

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**AFSCME  
STRONG**

## AFSCME Council 93

**Yes! I am AFSCME Strong.**  
I want a strong voice at work and in my community

Yes, sign me up to:

- Talk to colleagues at work about AFSCME
- Make phone calls to AFSCME members for campaigns
- Knock AFSCME member doors during campaigns

## Membership Application

### American Federation of State, County and Municipal Employees Membership and Authorization for Dues Deduction

I hereby apply for membership in Council 93 (hereafter "Union") and I agree to abide by its Constitution and Bylaws. I authorize the Union and its successor or assignee to act as my exclusive bargaining representative for purposes of collective bargaining with respect to wages, hours and other terms and conditions of employment with my Employer.

Effective immediately, I hereby voluntarily authorize and direct my Employer to deduct from my pay each pay period, regardless of whether I am or remain a member of the Union, the amount of dues stipulated by the Union, and as they may be adjusted periodically by the Union, and to authorize my Employer to remit such amount monthly to the Union.

This voluntary authorization and assignment shall remain in effect in accordance with the applicable collective bargaining agreement. If the applicable collective bargaining agreement or state statute does not address revocation, then this voluntary authorization and assignment shall be irrevocable, regardless of whether I am or remain a member of the Union, for a period of one year from the date of execution or until the termination date of the collective bargaining agreement (if there is one) between my Employer and the Union, whichever occurs sooner, and for year to year thereafter unless I give the Employer and the Union written notice of revocation not less than ten (10) days and not more than thirty (30) days before the end of any yearly period, or in accordance with state statute. The applicable collective bargaining agreement is available for review, upon request. This card supersedes any prior check-off authorization card I signed.

I recognize that my authorization of dues deductions, and the continuation of such authorization from year to year to the next, is voluntary and not a condition of my employment.

In order to comply with Internal Revenue Service rulings, be advised that your membership dues are deductible for federal income tax purposes. However, they may be tax deductible as ordinary and necessary business expenses.

New Member      PLEASE PRINT LEGIBLY.       Re-commit

Local Number		Employer	
Last Name	First Name	M.I.	
Street Address		Apt. No.	
City	State	ZIP Code	
SSN (last four digits)	Employee ID #	Job Title	
Cell Phone	Personal E-mail Address		

By providing my cell phone number, I understand that AFSCME and its affiliates may use automated calling technologies and/or text message me on my cell phone on a periodic basis. Carrier message and data rates may apply to such texts.

Signature \_\_\_\_\_ Date \_\_\_\_\_

### Contribution Form

Become a PEOPLE MVP for \$8.35/ month (\$100 annually)



I hereby authorize my employer and associated agencies to deduct, each pay period, an amount certified as a voluntary contribution to be paid to the treasurer of American Federation of State, County and Municipal Employees PEOPLE, AFSCME, AFL-CIO, P.O.

**Deduction Per Pay Period**  
 \$5    \$10    \$15  
 Other \$ \_\_\_\_\_ each pp

Circle jacket size.  
 M L XL 2XL Other \_\_\_\_\_

**For Office Use Only**  
 JACKET RECEIVED

Box 65334, Washington, D.C. 20035-5334, to be used for the purpose of making political contributions and expenditures. My contribution is voluntary, and I understand that it is not required as a condition of membership in any organization, or as a condition of continued employment, and is free of reprisal. I understand that any contribution guideline is only a suggestion and I am free to contribute more or less than that amount and will not be favored or disadvantaged due to the amount of my contribution. I understand that my contribution is subject to the refusal to contribute, and that I may revoke this authorization at any time by giving ten days notice.

PLEASE PRINT LEGIBLY.

Last Name	First Name	M.I.
Street Address		Apt. No.
City	State	ZIP Code
SSN (last four digits)	Employee ID #	Occupation
Local Number	Employer	
Cell Phone	Home Phone	

By providing my cell phone number, I understand that AFSCME and its affiliates may use automated calling technologies and/or text message me on my cell phone on a periodic basis. Carrier message and data rates may apply to such texts.

Signature \_\_\_\_\_ Date \_\_\_\_\_

In accordance with the federal law, AFSCME PEOPLE will accept contributions only from members of AFSCME and their families. Contributions from other persons will be returned. Contributions or gifts

**APPENDIX C**  
**Clinton Public Schools**  
**Instructional Assistant Performance Evaluation Tool**

The evaluation of Instructional Assistants is designed to allow the individual to understand how their effort is perceived by the principal; allow the individual to grow in their role as an Instructional Assistant; allow for determination of the effectiveness of the Assistant, and to provide a record to address deficiencies. Recognizing this, the following evaluation procedures shall be followed each school year for each Instructional Assistant,

**FREQUENCY:** Instructional Assistants shall be evaluated each of the first three (3) years they are employed. Following the third (3rd) year each Instructional Assistant will be evaluated every other year, except when their performance has been unsatisfactory, in which case they will be evaluated in the off-year. However, in the case of an Instructional Assistant who transfers (involuntary or voluntary) into a new school, the IA will be evaluated in the year of the transfer, regardless if it is a scheduled or non-scheduled evaluation year. The primary evaluator will be the principal or designee. Information related to the evaluation should not be obtained from fellow staff members. It shall be the responsibility of the principal to provide any necessary suggestions for continual growth and improvement. **NOTE:** for the 22-23 school year, half of the IA's who have been here for 3 years will be evaluated, the other half will be evaluated during the 23-24 school year.

**NOTIFICATION:** All instructional assistants, who are scheduled to be evaluated, shall be informed of the building or district administrator who will serve as the primary evaluator for the IA for the year. This notification shall occur by October 1.

**PRE-CONFERENCE:** Each IA, who is scheduled to be evaluated, and Evaluator shall meet prior to November 15 to review job expectations and provide any suggestions for the current school year.

**OBSERVATIONS:** Sometime after the Pre-Conference, each IA, who is scheduled to be evaluated, will be observed for a minimum of 15 minutes and given feedback a minimum of one (1) time. This will be an unannounced observation that may take place at any time during the day except during the IA's prep-time, duty-free lunch, or other duty assignments. Observations for evaluations need to be done independent of each other (2 IAs in one room cannot be observed at the same time, and teacher observation and IA should not be done at the same time if at all possible).

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

**EVALUATION:** This evaluation shall be completed by May 1. The IA has a right to review the evaluation and attach a statement to the evaluation if so desired. The evaluation and any statement, if provided, shall be stored in the employee's personnel file.

INSTRUCTIONAL ASSISTANT: \_\_\_\_\_  
BUILDING: \_\_\_\_\_ POSITION: \_\_\_\_\_

ADMINISTRATOR/SUPERVISOR: \_\_\_\_\_

DATE OF PRE-CONFERENCE: \_\_\_\_\_

<b>PRE-CONFERENCE SUMMARY:</b>

DATE OF OBSERVATION: \_\_\_\_\_

<b>OBSERVATION SUMMARY:</b>

**PERFORMANCE EVALUATION:**

Please check the appropriate box for each Standard and Element.

I. Student Interaction	Unsatisfactory	Needs Improvement	Proficient	Exemplary
Demonstrates an understanding of child and adolescent development.				
Interactions with students are respectful and appropriate.				
Serves as a positive role model for students.				
Demonstrates understanding and respect for students' backgrounds, skills, and interests.				
<b>COMMENTS/EVIDENCE:</b> (Required for "Needs Improvement" or "Unsatisfactory" rating)				
II. Instructional Support	Unsatisfactory	Needs Improvement	Proficient	Exemplary
Displays solid knowledge of students' IEPs and 504s.				
Communicates instruction effectively with students.				
Actively involved in the process of meeting the needs of students.				
Organizes time well and functions in an efficient manner.				
Follows and implements academic and behavior plans for student instruction as directed.				
As directed, participates in methods of assessment to measure student learning and growth.				
As directed, records required information on student activities.				



**COMMENTS/EVIDENCE:**  
 (Required for "Needs Improvement" or "Unsatisfactory" rating)

III. Collaboration	Unsatisfactory	Needs Improvement	Proficient	Exemplary
Supports and cooperates with appropriate personnel to enhance student learning and development.				
Communicates effectively with supervisor and administration.				
Displays a positive, respectful and professional attitude when interacting with stakeholders				

**COMMENTS/EVIDENCE:**  
 (Required for "Needs Improvement" or "Unsatisfactory" rating)

IV. Professional Responsibilities	Unsatisfactory	Needs Improvement	Proficient	Exemplary
Adheres to the District's policies, practices, and procedures.				
Assists with school supervision duties when necessary.				
School attendance is consistent. <i>(Excluding documented absences due to extenuating circumstances.)</i>				
Maintains confidentiality with respect to all student and staff matters.				
Is punctual at school and at meetings.				

**COMMENTS/EVIDENCE:**  
(Required for "Needs Improvement" or "Unsatisfactory" rating)

Administrator's/Supervisor's Summary:

Instructional Assistants Comments: (Please Attach if Necessary)

\_\_\_\_\_  
\*Signature of Instructional Assistant                      Signature of Administrator/Supervisor                      Date

*\* The Instructional Assistant's signature on this form indicates only that/he has received a copy of this evaluation, has read it, and has met with the Administrator to review and discuss it. The signature does not indicate agreement with this report. The Instructional Assistant may comment or respond in writing within 10 (ten) school days of receipt.*

## Instructional Assistant Evaluation Rubric

Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
Demonstrates an understanding of child and adolescent development.	Demonstrates little or no understanding of the developmental levels of students this age.	Demonstrates some understanding of the developmental levels of students this age.	Demonstrates understanding of the developmental levels of students this age by providing appropriate assistance.	Demonstrates expert understanding of the developmental levels of students this age.
Interactions with students are respectful and appropriate.	Rarely interacts with students and/or interactions are inappropriate.	Needs to improve interactions when working with students.	The majority of interactions with students are respectful and appropriate.	All interactions with students are respectful and appropriate.
Serves as a positive role model for students.	Rarely follows the school/classroom rules which the students are expected to follow.	Occasionally follows the school/classroom rules which the students are expected to follow.	Frequently follows the school/classroom rules which the students are expected to follow.	Always follows the school/classroom rules which the students are expected to follow. Is able to model this element.
Demonstrates understanding and respect for students' backgrounds, skills, and interests.	Demonstrates minimal to no understanding and respect for students' backgrounds, skills, and interests.	Demonstrates some understanding and respect for students' backgrounds, skills, and interests.	Demonstrates a significant understanding and respect for students' backgrounds, skills, and interests.	Demonstrates a great deal of understanding and respect for students' backgrounds, skills, and interests. Is able to model this element.

### I. Student Interaction

Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
Displays solid knowledge of students' IEPs	Demonstrates limited knowledge of the students' IEPs. Is unable to identify who is on an IEP or 504 in their assignment.	Demonstrates some knowledge of the students' IEPs. Is unable to identify modifications and accommodations of the students for which they are responsible.	Demonstrates knowledge of the students' IEPs. Is able to identify and address modifications and accommodations of the students for which they are responsible.	Demonstrates expert knowledge of the students' IEPs. Is able to identify and address modifications and accommodations of the students for which they are responsible. Is able to model this element.

## II. Instructional Support

Communicates instruction effectively with students.	Rarely communicates clear and accurate instruction with students utilizing wait time and patience.	Sometimes communicates clear and accurate instruction with students utilizing wait-time and patience.	Regularly communicates clear and accurate instruction with students utilizing wait-time and patience.	Always communicates clear and accurate instruction with students utilizing wait time and patience. Is able to model this element.
Actively involved in the process of meeting the needs of students.	Rarely engages with the classroom teacher and/or special education teacher to plan how to meet the needs of students.	Sometimes engages with the classroom teacher and/or special education teacher to plan how to meet the needs of students.	Regularly engages with the classroom teacher and/or special education teacher to plan how to meet the needs of students.	Always engages with the classroom teacher and/or special education teacher to plan how to meet the needs of students. Is able to model this element.
Organizes time well and functions in an efficient manner.	Rarely accomplishes tasks asked by classroom or special education teacher.	Sometimes accomplishes tasks asked by classroom or special education teacher.	Regularly accomplishes tasks asked by classroom or special education teacher.	Always accomplishes tasks asked by classroom or special education teacher. Is able to model this element.
Follows and implements academic and behavior plans for student instruction as directed.	Ignores academic and behavior plans, making little effort to implement them as directed.	Sometimes follows and implements student academic and behavior plans.	Regularly follows and implements student academic and behavior plans.	Always follows and implements student academic and behavior plans. Is able to model this element.
As directed, participates in methods of assessment to measure student learning and growth.	Does not participate in methods of assessment to measure student learning and growth as directed.	Does not appropriately participate in methods of assessment to measure student learning and growth as directed.	Appropriately participates in methods of assessment to measure student learning and growth as directed.	Appropriately participates in methods of assessment to measure student learning and growth as directed and provides observations and analysis. Is able to model this element.
As directed, records required information on student activities.	Does not record required information on student activities as directed.	Does not appropriately record required information on student activities as directed.	Appropriately records required information on student activities as directed.	Appropriately records required information on student activities as directed and provides observations and analysis. Is able to model this element.

### III. Collaboration

Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
Supports and cooperates with appropriate personnel to enhance student learning and development.	Makes little effort to cooperate with appropriate personnel to enhance student learning and development.	Sometimes cooperates with appropriate personnel to enhance student learning and development.	Regularly cooperates with appropriate personnel to enhance student learning and development.	Always cooperates with appropriate personnel to enhance student learning and development. Is able to model this element.
Communicates effectively with supervisor and administration.	Rarely, if ever, communicates with supervisor or administration.	Sometimes communicates with supervisor or administration.	Regularly communicates with supervisor or administration.	Always communicates with supervisor or administration. Is able to model this element.
Displays a positive, respectful and professional attitude when interacting with stakeholders	Rarely, if ever, interacts with stakeholders in a positive, respectful, and professional manner	Sometimes interacts with stakeholders in a positive, respectful, and professional manner	Regularly interacts with stakeholders in a positive, respectful, and professional manner	Always interacts with stakeholders in a positive, respectful, and professional manner

### IV. Professional Responsibilities

Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
Adheres to the District's policies, practices, and procedures.	Rarely adheres to the district's policies, practices, and procedures.	Sometimes adheres to the district's policies, practices, and procedures.	Regularly adheres to the district's policies, practices, and procedures.	Always adheres to the district's policies, practices, and procedures. Is able to model this element.
Assists with school supervision duties when necessary.	Rarely assists with school duties effectively.	Sometimes assists with school duties and with school duties effectively.	Regularly assists with school duties effectively.	Always assists with school duties effectively. Is able to model this element.



## APPENDIX D – Job Descriptions

### ABA Specialized Instructional Assistants Job Description

*Note: This is the general Job Description, some specifics may need to be adjusted based on student and/or programmatic needs*

ABA Specialized Instructional Assistants typically work in a substantially separate setting with students who have severe and complex needs. The responsibilities and expectations for an ABA Specialized Instructional Assistant typically include:

- Provide a highly structured approach that relies on behavioral principles
  - Run programs that specify pre-determined skills including: academic, communication, motor, social, adaptive daily living skills (including: toileting which may require lifting) using systematic prompting procedures as appropriate
  - Collect data and record progress of skill acquisition
  - Support students in generalizing learned skills within the general education settings
  - Implement play plans and facilitate social interactions at unstructured times (recess, lunch, specials, etc.)
  - Support student learning as directed by special education teacher
- Gather/create/organize materials for educational programs, behavior charts, reinforcement systems, etc. as requested by special educator
- Work with students who may exhibit behaviors such as: aggression, property destruction, self-injury, non-compliance, disruption, inattention to task, social deficits, non-verbal communication skills and safety concerns
- Implement specific behavior protocol (including data collection)
- Maintain current crisis prevention certification (e.g., CPI, Safety-Care, CALM, or equivalent) and implement physical restraints and escorts on an emergency basis
- Consult with special educator, general educator and behavior specialist
- Complete daily home communication log
- Attend required meetings and trainings after school
- Complete necessary ABA training
- Other duties as assigned by the Principal
- Support/Assist with arrival and dismissal of students in the ABA classroom
- ABA IAs will have ABA experience, training, or orientation prior to starting employment in this setting (for safety reasons).

## Instructional Assistant Job Description

*Note: This is the general Job Description, some specifics may need to be adjusted based on student and/or programmatic needs*

The essential functions of an Instructional Assistant are to support students and/or the classroom teacher by reviewing, and reinforcing lessons with individual and/or small groups of students to help them access the curriculum. Assisting students in accessing the curriculum includes actively ensuring that any accommodations called for in a student's IEP or 504 are being implemented.

Instructional assistants may also be assigned non-teaching duties such as lunch duty, bus duty, or other necessary duties by the building administration.

Instructional Assistants may also be required to assist in supporting student behavior, following directions from the classroom teacher.

Within the Instructional Assistant job description there are variations depending on the assignment. However, it should be noted that these are not considered distinctly different positions and that an IA may be reassigned at any time based on student need. An IA will not be reassigned to an ABA or sub-separate room if not qualified or provided with training prior to the assignment.

### **Early Childhood IA**

Early Childhood Instructional Assistants work primarily in either a Pre-K or Kindergarten classroom. These IAs are typically assigned to a classroom to help support the classroom teacher by assisting students in areas such as hygiene, eating, organization and other developmentally necessary areas. These IAs are available to help support individual students who require additional assistance to access the curriculum.

### **Inclusion Support IA**

Inclusion Support Instructional Assistants are usually assigned to push into a classroom for specific periods of time to assist the teacher in providing accommodations so that all students are able to access the curriculum.

### **Sub-Separate Classroom IA**

Sub-Separate Instructional Assistants are usually assigned to a substantially separate classroom that is primarily all special education students. The role of the IA is to assist the teacher in providing accommodations so that all students are able to access the curriculum. Due to the level of need in these rooms, additional training and/or certification may be required and should be done prior to being placed in this setting.

### **Child Specific IA**

Child Specific IAs are not assigned to a classroom but rather to a student or small group of students. While they may assist other students in the class, the primary role of the child specific IA is to ensure that the students to whom they are assigned are getting the necessary accommodations to access the curriculum.



### **Program Specific IA**

Some program specific IAs may exist from time to time to support the specific functions of a program. The most common example of this would be a Title I IA who is funded through the Title I Grant Program. These types of IAs must work with students, as assigned, to work towards accomplishing the goals of the program and will be under the supervision/direction of an assigned teacher.

### **Teaching Assistant**

Teaching Assistants work more independently with students than typical Instructional Assistants. TAs typically work independently with students on assigned work and/or a scripted intervention program. Typically, a TA will have a bachelor's degree or at least 5 years of experience as an IA.

### **Other**

From time to time, it may be necessary hire an IA to help support an area of the school rather than a specific student or teacher. The most common example of this is a library IA. These IA's will have specific expectations outlined by the school administration or advertised in the job posting and will be under the direction of a teacher or administrator.

Library IAs who are primarily maintaining the library, not being assigned to a regular group of students, shall be compensated at the regular IA rate.

APPENDIX E

SIDE LETTER OF AGREEMENT  
BETWEEN  
THE CLINTON SCHOOL COMMITTEE  
AND

AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES,  
AFL/CIO, STATE COUNCIL #93, Local #3720

ON BEHALF OF THE INSTRUCTIONAL ASSISTANT EMPLOYEES  
(2022-2023 SCHOOL YEAR ONLY)

In an effort to help retain and provide more professional development for existing employees, those employees who are employed as of June 17, 2022 and remain employed on December 1, 2022, shall receive a retention bonus in the amount of \$1,500 payable the second pay period in December provided; however, said employees report to work on August 30, 2022 for Professional Development.

It is understood by the Employer and the Union employees will not be paid their regular hourly rate of pay for attending professional development on August 30, 2022; rather wages shall be covered by said retention payment.

Employees who do not report to work on August 30, 2022, but who otherwise qualify for this retention bonus, shall not be charged any sick/personal time or face any disciplinary action as a result of their absence on August 30, 2022, and shall not receive the retention bonus.

Those employees who are not eligible for the retention bonus are approved to attend the professional development on August 30, 2022 and those who do attend shall be compensated at their per diem rate consistent with Article XV of the Collective Bargaining Agreement.

THIS SIDE LETTER OF AGREEMENT is subject to ratification by the Clinton School Committee and AFSCME, AFL/CIO, State Council #93, Local #3720, on behalf of the Instructional Assistant Employees.


THIS SIDE LETTER OF AGREEMENT has been duly executed by the authorized representatives of the Clinton School Committee and AFSCME, AFL/CIO, State Council #93, Local #3720, on behalf of the Instructional Assistant Employees.

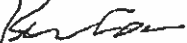
**CLINTON SCHOOL COMMITTEE**  
by and through the Negotiating Subcommittee

By:  8/30/2022  
Brendan Bailey, Chair

By:  8/24/2022  
Matthew Varakis, Vice Chair

**AFSCME, AFL/CIO, State Council #93**  
Local #3720, Instructional Assistant  
Employees on behalf of the Negotiating  
Committee

By:  8/25/2022  
Tyrone Housey

By:  8/25/2022  
Kirsten Cogan

By:  8/25/2022  
Julie Donahue

By:  8/26/2022  
Cara Flanagan

By:  8/25/2022  
Melissa Machado

**RATIFIED BY:  
CLINTON SCHOOL COMMITTEE**

 8/30/2022

Brendan Bailey, Chair

 8/30/2022

Matthew Varakis, Vice Chair



Joel Bates, Member

 8/30/2022

Pam Gaw, Member

  
Tena Zapantis, Member

**AFSCME, AFL/CIO, State Council #93  
Local #3720, Instructional Assistant  
Employees**

 8/30/2022

Tyrone Housey

 8/30/2022

Kirsten Cogan

 8/30/2022

Julie Donahue

 8/30/2022

Cara Flanagan

 8/30/2022

Melissa Machado