

AGREEMENT
BETWEEN THE
NORTHBOROUGH-SOUTHBOROUGH
REGIONAL SCHOOL COMMITTEE
AND THE
ALGONQUIN REGIONAL TEACHERS
ASSOCIATION/UNIT C
EDUCATIONAL SUPPORT PROFESSIONALS
2020-2023

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ARTICLE I

RECOGNITION

For the purpose of collective bargaining with respect to salaries, hours and other conditions of employment, the negotiations of collective bargaining agreements, and any questions arising there under, the Northborough-Southborough Regional School District Committee recognizes the Algonquin Regional Teachers Association/Unit C: Educational Support Professionals (ESPs) as the exclusive bargaining agent and representative of the following employees: Administrative Assistants and Aides (including but not limited to Speech, OT and PT Assistants, In-School Suspension Monitor, Career Resource Center Coordinator, **Library**-Media Aides, Nurse's Assistants, Hall Monitors and Data Support Assistant).

The Negotiations Committee will represent the Algonquin Regional Teachers Association/Unit C (hereinafter referred to as "the Association") in collective bargaining with the Northborough-Southborough Regional School Committee (hereinafter referred to as "the Committee").

ARTICLE II

RIGHTS AND OBLIGATIONS OF THE SCHOOL COMMITTEE AND SUPERINTENDENT

- A. The Committee is recognized as a public body established under and possessing all those functions and powers granted to it by the Statutes of the Commonwealth of Massachusetts and the rules and regulations of agencies of the Commonwealth.
- B. Nothing in this Agreement shall be deemed to derogate from or impair any power, right, or responsibility heretofore possessed by the School Committee and/or the Superintendent except where such power, right, or responsibility heretofore possessed by the School Committee and/or the Superintendent is specifically limited by an agreement.

ARTICLE III

EMPLOYEES RIGHTS AND OBLIGATIONS

- A. Employees shall have and shall be protected in the exercise of the right, freely and without fear of penalty of reprisal, to form, join and assist employee organizations or to refrain from such activity; to hold office in and participate in the management of the Association; to act in the capacity of Association representative; and to engage in other lawful associations and concerted activities for the purposes of collective bargaining or other mutual aid or protection.
- B. In the exercise of these rights, all employees shall be free from any and all interference,

restraint and coercion; and such employees shall be protected against any discrimination in regard to promotion, or other conditions of employment.

- C. All of the above rights may be exercised so long as they do not interfere with employees' professional or contractual obligations.

ARTICLE IV

NON DISCRIMINATION

No employee will be denied any professional advantage or face discrimination or discipline based on race, color, religious or religious creed, national or ethnic origin, age, disability or handicap, sex or gender, gender identity, sexual orientation, military or Veteran's status, genetic information or any other characteristic protected under applicable Federal, State or local law.

ARTICLE V

EMPLOYEE PROTECTION

- A. Employees will immediately report to the Superintendent, in writing, all cases of assault suffered by them in connection with their employment.
- B. The Superintendent will comply with any reasonable, responsible request from the employee for information in its possession related to the incident, including person(s) involved.

ARTICLE VI

GRIEVANCE

- A. A "grievance" is a dispute concerning the interpretation of the term of this Agreement between an employee covered by this Agreement and the School Committee.
- B. The purpose of the procedure set forth hereinafter is to produce prompt and equitable solutions to those problems which from time to time arise and affect the wages, hours, and conditions of employment of the employees covered by this Contract. The Committee and the Association desire that such procedures shall always be as informal and confidential as may be appropriate for the grievance involved at the procedural level involved; and nothing in this Contract shall prevent any such employee from individually presenting any grievance of the employee.

- C. Level One: Employees are encouraged but not required to discuss alleged violations with the appropriate intermediate supervisor prior to filing a grievance at Level One, however, such informal discussions, if they occur, shall not operate so as to extend the time limits set forth herein. **The grievance must be presented within fifteen (15) working days or is considered waived.** The grievance shall be presented in writing by the aggrieved employee to the employee's Principal. The parties will meet before a decision is rendered. The Principal's determination of the grievance shall be in writing to the grievant and the Superintendent.
- D. If at the end of the fifteen (15) working days next following the occurrence of any grievable dispute, or the date of first knowledge of its occurrence by any employee affected by it, a grievance shall not have been presented at Level One of the procedure set forth above, the grievance shall be deemed to have been waived; and any grievance in course under such procedure shall also be deemed to have been waived if the action required to present it to the next level in the procedure shall not have been taken within the time specified therefore.
- E. Level Two: If the grievance shall not have been disposed of to the employee's satisfaction within five (5) working days after submission to Level One, the grievance may be filed in writing with the Superintendent, who shall, within five (5) working days thereafter, meet with the aggrieved employee and/or a representative from the Algonquin Teachers Association in an effort to settle the grievance. The Superintendent's determination of the grievance shall be in writing to the grievant and the Chair of the School Committee.
- F. Level Three: If the grievance shall not have been disposed of to the employee's satisfaction within five (5) working days after the meeting with the Superintendent, as provided in Level Two above, the grievance may be filed in writing with the School Committee, who shall meet with the aggrieved employee and/or a representative from the Association, within fifteen (15) working days after submission to Level Three in an effort to settle the grievance. At this level, both parties may bring in a representative of their choice. The School Committee's determination of the grievance shall be in writing to the grievant, within ten (10) working days. Level Three of the grievance procedure shall apply only to those grievances which are within the jurisdiction of the School Committee after the Education Reform Act of 1993. If the Committee determines that a grievance is not within its jurisdiction, it shall so notify the Association at which point the Association shall have the option to appeal the decision as provided under Level Four. Such appeals shall be made within ten (10) working days of notification by the School Committee.
- G. Level Four: If the grievance is not resolved at Level Three, the Association may appeal the grievance to arbitration through the American Arbitration Association (AAA), in accordance with the rules of the AAA. Such an appeal must be filed within ten (10) working days of the decision or notification under Level Three. The authority of an arbitrator hereunder shall be limited to determining whether a specific provision of this Agreement has been violated and the arbitrator shall have no authority to modify, add to or delete any term of this Agreement. Arbitration fees shall be shared equally between the parties.

- H. If any employee covered by this Contract shall present any grievance without representation by the Association, the disposition, if any, of the grievance shall be consistent with the provisions of this Contract; and if the Association shall so desire, it shall be permitted to be heard at each level of the procedure, beginning at Level One, under which the grievance shall be considered.
- I. No written communication, other document, or record relating to the grievance shall be filed in the personnel file maintained by the Algonquin School Department for any employee involved in presenting such grievance. Only the subject matter which is proper material for inclusion in an employee's personnel file, apart from the grievance procedure, shall be filed. If material which is included in the personnel file is grieved, it will only be removed from the file if it is the determination of the grievance to do so.
- J. If in the judgment of the Association the grievance does not fall under the jurisdiction of the building principal or a grievance affects a group or class of employees, the Association may submit such a grievance in writing to the Superintendent directly and the processing of such grievance will be commenced at Level Two, provided, however, that the presentation shall be made by no more than three (3) persons.
- K. Times for meetings to discuss grievances shall be scheduled outside of school hours unless, in the judgment of the Superintendent, a meeting during school hours is desirable to facilitate production of appropriate information.
- L. For any grievance not resolved by the last working day of the school year or for any grievance initiated during the month of June, the phrase "working days" shall no longer apply and the phrase "week days" shall apply until the first working day of the next school year. In the event the Principal and/or Superintendent or the grievant cannot meet said schedule, the parties agree to provide for flexibility during the summer schedule. The grievance shall be heard at Level Three by the School Committee at their next regular meeting.

ARTICLE VII
OPERATIONAL GUIDELINES

A. Definition

1. A full-time, twelve-month employee is one who is regularly scheduled for a twelve-month work year.
2. A full-time, ten-month employee is one who is regularly scheduled to work twenty or more hours per week during the school year. All additional summer work as required by the district will be posted.
3. A part-time, 10-month employee is regularly scheduled to work fewer than twenty hours per week during the school year.

B. Work Year - The work year for special education, **and instructional** aides is 185 days including the day before school, 180 school days and 4 professional development days. The work year for library/**media** aides is 181 days including the day before school and 180 school days. The work year for the career resource center coordinator is 184 days including the day before school, 180 school days and 3 days beyond the school year based upon the needs of the district. Any additional days that may be considered will be according to the needs of the district.

The work year for administrative assistants and the data support assistant will be as follows:

Principal’s Administrative Assistant (12 month)	Full time
Principal’s Administrative Assistant (10 month)	215 days
Building Administrative Assistant	205 days
Assistant Principal’s Administrative Assistants	186 days
Guidance Administrative Assistant	196 days
Athletic Administrative Assistant	200 days
Attendance Administrative Assistant	181 days
Data Support Assistant	196 days
Special Education Administrative Assistant	191 days

The number of days listed above will not be reduced except for budgetary concerns or performance.

The above days include the 180 day student school year plus the day before school opens. If additional days beyond the scheduled days are needed, the specific schedule will be worked out between the Administration and the administrative assistants and/or the Data Support Assistant. These days will be paid on a per diem basis.

- C. Work Day - Except for emergency situations or unanticipated needs, every effort will be made to establish the work day of current employees for the following year no later than the last day of school. The times will not be changed during the year unless by mutual agreement. Administrative Assistants and Data Support Assistant may request flex hours when school is not in session and it must be mutually agreed upon.
- D. Delayed openings/release days - All Education Support Professionals covered by this Agreement will be paid their regular full day’s pay when there are delayed openings or early releases due to weather or any other emergency conditions.
- E. Overtime - Overtime wages of time and a half shall be paid to employees who are directed by an administrator to work more than forty (40) hours in their normal work week.

Certain paid activities are not considered work time and are not counted as hours worked in calculating overtime. These include:

- 1. Military reserve training pay

2. Sick Leave
 3. Bereavement pay
 4. Workers compensation payments
 5. Vacation days
- F. Lunch - All full time employees, those over 20 hours per week, will be entitled to an unpaid thirty (30) minute duty-free lunch period at a time scheduled by the administration.
- G. Break – Administrative Assistants and Data Support Assistant will be entitled to a morning and afternoon paid 10 minute break daily. In addition to their lunch break all Aides who work at least 5 hours daily will receive one 15 minute paid break.
- H. Work Assignment – To the extent possible, all employees will know their assignment prior to the first day for students.
- I. Job Descriptions - Upon being hired the employee will review his/her job description with the employer. If there are any changes in the job description from that point on, the employee will have the opportunity to review the changes prior to implementation.
- J. Toileting - **Aides** who provide intensive toileting assistance and/or diapering for students shall receive an annual stipend paid quarterly. Employees who substitute for the Aides will receive a daily rate of **\$6.00**. The quarterly stipend will be **\$250**. The district will develop a policy to ensure the safety and dignity of both students and staff. The union and the administration will agree on a list of members eligible for this benefit. This benefit will be paid in quarterly installments. The decision of the parties is final and binding and not subject to arbitration.
- K. Class coverage - Should an aide have to cover the class of a teacher who is absent from the class for more than half the period, there will be an additional stipend of \$8.00 per period over and above their regular pay for the day. If a substitute is hired for the class, the aide will not be expected to teach the class but will perform their normal duties.
- L. Extended Day - Unit members will receive their hourly rate when providing student services before or after **their workday**. **With supervisors prior approval, up to three-quarters (3/4) hour** at the beginning or ending of a day may be allotted to employees assigned to assist and supervise students transition to and from school.
- M. Vacancies/transfers/placement:
1. Whenever a vacancy occurs in a new or existing position it will be adequately publicized by the Superintendent via electronic formats at least ten (10) days prior to the appointment. Timelines may be waived by the parties if there is a critical shortage.
 2. The qualifications for the position, its duties, the rate of compensation, and the final date of acceptance of applications will be clearly set forth.
 3. Any person interested in filling vacancies must apply in writing to the Administration before

the end of the posting period. Interviews will be given to current employees who apply and meet the minimum qualifications posted.

4. Upon hire, the Superintendent will place new employees on the salary scale based upon relevant experience. The Superintendent's decision is final and binding. Advancement to the next step will occur at the beginning of each work year. A year of employment is considered one school year and will be determined as of the beginning of each school year. An employee hired during the year will be given credit for a full year if he/she is employed for more than one-half of the school year.
5. Any member of the Unit will be provided a copy of the Agreement at the time of hiring by the District.
6. The Association President and the ESP unit Representative will be notified when an employee of the Unit is hired, transferred or leaves.

ARTICLE VIII

LEAVES OF ABSENCE WITH PAY

- A. All new employees will be subject to a three month probationary period.
- B. **Sick Leave & Bedside Care** - All employees will receive 14 sick days annually and may accrue up to 180 days. **Up to three (3) bedside days will be granted annually in the event of an illness requiring bedside or household attention by the ESP for the ESP's spouse, significant other, child, parent, sibling, grandparent, grandchild, son-, daughter-, mother-, father-in-law or other members of the immediate household.** Up to 5 sick days per year may be used for bedside care for immediate family members (parents, spouse, significant other, children, sibling, grandparent, grandchild, son-, daughter-, mother-, father-in-law or other member of the immediate household). Employees who transfer to Algonquin from Northborough or Southborough Public Schools may carry over their unused sick leave. Sick days and **bedside days** will be credited on the first day of the employees' work year. If a Unit member in good standing has depleted his/her sick leave due to a serious illness or accident, the Superintendent may grant additional paid leave. Requests to the Superintendent will be **reviewed** on a case by case basis. The determination by the Superintendent and the number of additional paid days granted is not subject to the grievance procedure.
- C. **Sick Bank** - A sick bank shall be established for members of Unit C. **If all of a member's available time has been exhausted (sick, personal, vacation) and a member has been employed in the district for at least three years and has a diagnosed serious medical condition, they may be eligible for sick bank benefits to continue their pay. Upon completion of at least three (3) years of employment, at the beginning of the next school year in order to participate in the sick bank, two (2) sick days must be deposited into the sick bank account within 30 days from the first day of school. Each year thereafter, to remain an active participant in the sick bank, one sick day will be deducted and deposited into the sick bank within 30 days of the beginning of the school year. The window for enrollment into the sick bank is only during the first 30 days of the school year. The Association will provide a list of participants who are contributing to the sick bank to Human Resources the first week of October for a reduction from an individual's accumulated leave prior to October 31.**

In order to apply for sick bank benefits, the employee would need to be out of work for five consecutive days due to the diagnosed serious illness and will need to provide a signed release with a medical certificate stating the medical condition, the need for an extended absence, and the anticipated return to work date. The District may exercise an Independent Medical Examination if warranted, at the Committee's expense. The joint sick bank committee comprised of two Unit C members, as appointed by the President(s) and two Administration representatives will review the application/documentation and make a determination on the application for sick bank days.

Benefits to this program are for the work year only. An employee may only receive sick bank benefits until a long-term disability plan is in effect (can only benefit from one source at a time).

- D. Personal Leave** - All employees are entitled to 3 days of personal leave annually. **Unit C members whose regular work year consists of more than 187 days will be entitled to one (1) additional personal day for a total of four (4) personal days during the year.** These days are not cumulative. Except for an emergency, personal day requests must be made in writing 48 hours in advance.
- E. Bereavement** - Up to three (3) school days at any one time will be granted in the event of the death of an employee's spouse, child, parent, grandparent, sibling, son-, daughter-, father-, mother-in-law, grandchild, significant other, or other members of the immediate household. Employees will be granted one (1) day at any one time in the event of the death of a brother-in-law, sister-in-law, uncle, aunt, cousin, niece, or nephew. If additional days for bereavement are required, they may be granted at the discretion of the Superintendent.
- F. Jury Duty** - Employees required to perform jury duty shall receive leave with pay for the duration of such duty. Compensation shall be the difference between jury duty pay, exclusive of mileage, and the employee's regular pay.
- G. Association Leave** – Time necessary for at least two (2) Association representatives to attend MTA and/or NEA conventions and conferences will be allowed. In addition, the ESP Representative will be allowed at least 12 hours per year to attend to Association business. This paid release time will be scheduled at least 24 hours in advance (except in cases of emergency) with the Representative's immediate supervisor.
- H. Temporary military leave** – Employees who are required to participate in annual military training duty as members of the Armed Forces Reserves or National Guard will receive the difference between their military pay and their regular district pay for a period of up to twelve (12) days. Earned vacation, if applicable, and other employee benefits will not be affected by the leave. The Superintendent should be notified at least 30 days prior to the time the leave is to begin.
- I. Employees will be reimbursed for mileage at the DESE rate when on school approved travel.**

- J. Parental leave of up to ten (10) days will be granted around the birth, adoption or foster care placement of a child. Five (5) additional days may be granted at the discretion of the Superintendent. All such days will be deducted from the employee's sick time. If the employee does not have enough sick time to cover these days of parental leave, he/she may take them as unpaid days.
- K. Religious holidays- Unit members may be granted up to three (3) days each year to observe recognized religious holidays of the faith to which such members belong when such holiday falls upon a day when school is in session. The Superintendent shall be the final arbiter of what is a recognized major religious holiday. Notice to the Superintendent or his/her designee must be given fourteen days (14) in advance of the holiday where practicable. In no case will the absence be approved with less than three (3) days notice.

ARTICLE IX

LEAVES OF ABSENCES WITHOUT PAY

- A. Parental Leave - Parental leave without pay shall be granted to any employee as follows:
 - 1. Pursuant to Massachusetts General Laws, Chapter 149, Section 105D, every employee is entitled to up to eight (8) weeks of parental leave if they completed an initial probationary period of three (3) months and if they give at least two (2) weeks notice of the expected departure and return dates.
 - 2. An employee may return from parental leave at any time after the birth or adoption of a child. A minimum of one week's notice of return is required.
 - 3. As an alternative to (2) above, extended parental leave may be granted not exceed the remainder of the current school year. It may be granted at the discretion of the Superintendent.
 - 4. An employee adopting a child of under 3 years of age may be entitled upon written notice to a leave to commence any time during the first year after receiving de facto custody of said child, or prior to receiving custody if necessary in order to fulfill the requirement of adoption. It may be granted at the discretion of the Superintendent.
 - 5. Parental leave in case of interrupted pregnancy or intent of adoption may be terminated if an employee requests in writing to the Superintendent the desire to return to her position. Such action is subject to the approval of the Superintendent.
 - 6. An employee on an unpaid leave of absence is eligible to continue their health, dental, life and disability insurance with 100% of the premium paid by the employee.
 - 7. These provisions shall be interpreted so as to permit total compliance with Federal and State (Massachusetts) laws and regulations governing parental leave.
 - 8. Adoptive parents are eligible for the benefits under this Article.
 - 9. All requests for extensions or renewals of leaves will be applied for and answered in writing.
- B. Family Medical Leave - An employee who has been employed for one (1) complete year and works 1250 hours in a 12 month period, shall be entitled to a leave of absence without pay for up to twelve (12) consecutive work weeks for birth, adoption, foster care placement of a child,

or if a serious health condition affects the employee or the employee's spouse, child, or parent in accordance with the Family and Medical Leave Act. Said leave shall be concurrent with and not in addition to Maternity Leave and Child-Rearing Leave under the collective bargaining agreement. An employee who is utilizing the Family and Medical Leave Act for his/her own illness will be required to use sick leave during the period of leave attributable to his/her illness. Consistent with the Family and Medical Leave Act, during said twelve (12) week leave, an employee on leave under this Section shall continue to be eligible for health insurance with the District and the employee during said leave will remit to the District his/her share of the premium.

- C. Medical - An employee who has completed three (3) years of service may be granted a leave of absence without pay or increment for up to one (1) year for health reasons. Requests for such leaves will be supported by appropriate medical evidence, documentation and doctor's confirmation. Such leave may be granted at the discretion of the Superintendent.
- D. Other - An employee who has completed three (3) years of service may submit a written request for an unpaid leave of absence for a specific intent. Leaves of this nature will be at the Superintendent's discretion, approved on a case by case basis, and will not exceed one year in length.
- E. All employees on extended leaves must notify the Superintendent of their intent to return no later than January 15 of the school year preceding the school year of return. Failure to do so will result in forfeiture of the employee's position.
- F. All benefits to which an employee was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, will be restored to him/her upon his/her return. The employee will be assigned to the same position which he/she held at the time said leave commenced, if available, or if not, to a substantially equivalent position. Said employee will be placed on the applicable salary schedule at the step which had been attained when the leave commenced. An employee who had worked half the school year in which the leave commenced will be placed on the next step of the applicable salary schedule in the following year.

ARTICLE X
PAYROLL DEDUCTIONS

- A. The Committee agrees to make deduction for other insurance products and Annuities (403B) offered through the District, MTA/NEA or other approved vendors.
- B. Dues - The Committee agrees to deduct from the salaries of its employees, over an agreed upon period, dues for the Algonquin Teachers Association, Massachusetts Teachers Association, and National Education Association or any one of such Associations as said members individually and voluntarily authorize the Committee to deduct, and to transmit monies promptly to such Association or Associations. Employee authorization will be in writing in the form which follows:

Name
Address

I hereby request and authorize the Algonquin Regional School Committee to deduct from my earnings and transmit to the Association checked below an amount sufficient to provide for regular payment of membership dues as certified by such Association in an equal number of payments for the year and succeeding school years. I understand the Committee will discontinue such deductions for any school year only if I notify the Committee in writing to do so not later than thirty (30) days prior to the commencement of the school year.

I hereby waive all rights and claims for said monies so deducted and transmitted in accordance with this authorization and relieve the School Committee and all its officers from any liability thereto.

Teacher Organization:

- a. Algonquin Regional Teachers Association
- b. Massachusetts Teachers Association
- c. National Education Association

Date Signature

1. Each of the Associations named in Section 1 above will certify to the Committee in writing the current rates of its membership dues. Any Association which will change the rate of its membership dues will give the Committee thirty (30) days written notice prior to the effective date of change.
 2. No later than September 30 of each year, the Committee will provide the Association with a list of those employees who have voluntarily authorized the Committee to deduct dues for any of the Associations named in Section 1.
 3. The Association shall indemnify and save the Committee and/or the Regional School District harmless against all claims, demands, suits or other forms of liability which may arise by reason of any action taken in making deductions and remitting the same to the Association pursuant to this Article.
 4. If an employee who is absent on account of sickness, leave of absence, or for any other reason has no earnings due him/her for the month, no deduction will be made from the employee for that month. The Association will arrange collection of dues for the month directly with the member.
- C. The Association shall certify in writing the amount of the annual dues of the Association by October 1 each year.

ARTICLE XI
REDUCTION IN FORCE

- A. The Committee retains the right to determine the number of positions **that** are needed in the schools under its jurisdiction. In the event it becomes necessary to reduce the number of employees included within the bargaining unit, employee layoffs will be based upon seniority within the categories of Administrative Assistant, Instructional Aide and **Non-Classroom Aide (for example: Hall Monitor, Library/Media Aide, Nursing Assistant, In-School Support (ISS))**, unless past performance is not satisfactory or a less senior individual has unique skills that are necessary for the position. **For the purposes of this section only, the Data Support Assistant will be considered a part of the Administrative Assistant group.** In order to be eligible for this reduction in force language, the employee must have been employed for three (3) years. In addition, they must have the necessary qualifications and skills to fulfill the responsibilities of the position and have evaluation demonstrating that the employee is in good standing. Employees will be given two weeks' notice in the event they are affected by reduction in force.
- B. "Seniority" means an employee's length of continuous service in a unit position in years, months and days in the school system from initial date of employment by the Committee. Service for part-time employees will be pro-rated.
- C. Employees who have been laid off shall be entitled to recall rights for a period of one year from the effective day of their respective layoffs. During the recall period, the laid-off employee shall be notified of openings. The laid-off employee will be responsible for notifying administration, in writing, their current address. The administration shall be responsible for notification to the last submitted address of the employee. If an employee is qualified, preference for positions as they develop will be the inverse order of their respective layoff dates and all benefits to which an employee was entitled at the time of layoff shall be restored in full upon re-employment within the recall period. No credit will be given for time spent on layoff. During the recall period, any employee who refused recall or did not respond to a notification of job opening within seven (7) days of receipt of notification to a job which she/he is qualified will forfeit rights under this section.
- D. Employees who are on recall for one (1) year are eligible to remain active in the group health insurance program provided they pay the entire cost of their premium.

ARTICLE XII
EVALUATION

- A. Purpose of Evaluation - The purpose of evaluation is to recognize and improve, as necessary, staff effectiveness in providing the best possible environment for the students of the Algonquin Regional School system. That environment includes both emotional and physical attributes. The attitudes of employees in working with children, the cleanliness of the school buildings and grounds, and the cooperative spirit in which tasks are completed all contribute to a positive environment for our students. Evaluation should be a continuous and cooperative process between the evaluator(s) and the evaluatee. The evaluation should place major emphasis on assisting the employee in achieving growth that is consistent with the basic philosophy, goals and objectives of the Algonquin Regional School system.
- B. Observation Visits - Observation visits are visits by the evaluator to observe the evaluatee in the classroom or their regularly scheduled work environment. Aides shall be observed while working with students at least once each school year. Administrative assistants will be observed during each school year while conducting their regularly assigned tasks. One designated evaluator will evaluate each employee. Under no circumstances will Unit A members evaluate an ESP. However, teachers may offer verbal input regarding an ESP. If verbal input given by the teacher is included in the evaluation, the person evaluated will be informed of the content of that input and teacher's name. At the beginning of each school year, the employee shall be told who the evaluator will be. If it is necessary to change the evaluator during the course of the school year, the evaluatee shall be promptly notified of said change. All evaluations will be completed by April 15th.
- C. Following the observations, the evaluator and the evaluatee will meet. Together they will discuss the observations and the preliminary report created by the evaluator. Commendations and suggestions for improvement will be discussed and included in the written report.
- D. Following an observation conference, the evaluator will write a final report of the observation and share it with the evaluatee. The report will be signed by both the evaluator and the evaluatee, and the evaluatee will receive a copy of the same. The evaluatee will have the right to include a written response to the evaluation. This response will be reviewed by the **evaluators** supervisor and then the Superintendent and become part of the evaluation placed in the personnel folder.
- E. The evaluation tool will be attached as Appendix A.

ARTICLE XIII
HEALTH INSURANCE

Section 1. The Committee shall provide the insurance benefits available to state and municipal employees under the provisions of MGL Chapter 32B as currently provided and these benefits will not be changed or diminished unless agreed upon through collective bargaining in

accordance with Chapter 150E and Chapter 23, Section 77 of the Acts of 1988.

Section 2. The Committee shall pay seventy five per cent (75%) of the cost of the individual or family coverage (whichever applies in this particular case) for health insurance benefits available to state and municipal employees under provision of Massachusetts General Laws, Chapter 32B.

Section 3. The plan design of the co-payment structure for Fallon Select Care/Direct Care and Harvard Pilgrim Health Care is as follows:

In patient Hospital treatment	\$1,000
Out patient Hospital treatment	\$500
Physician Office Visits	\$25
Specialists	\$35
ER	\$150
Prescriptions	
Generic	\$10
Preferred	\$25
Non Preferred	\$50
Out of pocket Maximum	\$4K/\$8K (Medical and RX)

The District agrees to maintain a Health Reimbursement Account (HRA). All CAT Scans, MRIs, Pet Scans, in patient and out patient co pays will be fully reimbursed. The deductibles for all co-pays will be evaluated and if necessary, re-negotiated no later than May 1 of each year.

Reimbursements under the HRA will be paid as they occur. The district will provide a reimbursement form.

The District will continue to provide members the opportunity to participate in a Flexible Spending Account (FSA).

Section 4. This Health Reimbursement Account will remain in place as long as this higher co-pay plan design is in effect. Any changes will be subject to negotiation.

Section 5. For a retired employee and for the surviving spouse of an active or retired employee, the District will pay seventy-five percent (75%) of the health insurance premium of an individual or family plan which provides the same level of benefits as provided by the current carriers. If the active or retired employee or spouse is eligible for Medicare, the District will pay seventy-five percent (75%) of the premium cost for a Medicare extension plan with the same level of benefits as currently provided.

Section 6. The above benefits shall also apply to separated employees to the extent provided or required by federal (COBRA) provisions.

Section 7. The Committee shall establish and maintain a Section 125 pretax funding premium conversion plan for health insurance payments for all members of the bargaining unit.

ARTICLE XIV

DISCIPLINE AND DISCHARGE

- A. An employee who has completed his/her probationary period shall not be reprimanded, suspended or terminated except for good cause. The probationary period is defined as the first three consecutive calendar months of employment.
- B. Any serious complaint made against an employee to administration will be immediately brought to the employee's attention. The name of the complainant will be given. All employees are encouraged to resolve differences with understanding and respect at the lowest possible level.
- C. Nothing will be placed in an employee's personnel file that has not been seen by the employee as verified by his/her signature.

ARTICLE XV

PROFESSIONAL DEVELOPMENT

Professional development will be offered to unit members scheduled to work on professional development release days for teachers. Employees may be permitted to attend conferences and other training opportunities that will improve their job related skills. If approved, fees will be paid by the district. Related travel will be reimbursed at the DESE rate. The District will ask for input from members of the Unit regarding professional development offering through the district. MTA Professional Development Offerings, including those for ESP, will be strongly considered. All employees covered by this Agreement will be eligible for partial reimbursement for successfully completed (grade of B- or better) college courses taken to enhance their job skills. Courses must be pre-approved by the Superintendent of Schools. A pool of four thousand dollars (\$4,000) will be divided among qualified applicants at the end of each school year in this contract.

ARTICLE XVI
VACATION/HOLIDAYS

A. Vacation:

Twelve-month employees will receive vacation according to the following schedule:

0-5 years of service	earns 5/6 day/month	10 days/year
6-10 years of service	earns 5/4 day/month	15 days/year
10 plus years of service	earns 5/3 day/month	20 days/year

On July 1st of the fifth and tenth anniversary of the employee's years of service, the vacation days will be prorated for those years only.

At the beginning of each vacation year, the employee is credited with his/her vacation allowance. This allowance represents the amount of paid vacation the employee would earn if he/she completed the entire fiscal year.

An employee may receive advanced payment on unearned but credited vacation pay by obtaining proper administrative approval. In the event that an employee terminates employment, he/she is required to repay all unearned vacation payment through a deduction from his/her final paycheck. Employees with earned vacation days in their accounts can receive the appropriate amount upon termination in their last paycheck.

Scheduled vacation time must be requested in writing from the **Supervisor then Principal** at least two weeks ahead of time.

B. All employees will have two paid holidays. Twelve-month employees will have the following paid holidays:

- Labor Day
- Rosh Hashanah (if a school day)
- Yom Kippur (if a school day)
- Columbus Day
- Veteran's Day
- Thanksgiving
- The day after Thanksgiving
- Christmas
- Christmas Eve
- New Year's Day
- Martin Luther King Day
- Presidents' Day
- Good Friday
- Patriots' Day
- Memorial Day
- July 4th

If the School Committee should change school calendar, either party may request to impact bargain over the change.

ARTICLE XVII
DAMAGE TO PERSONAL PROPERTY

The Committee agrees to reimburse on a case by case basis any employee charges that are not covered by insurance for the damage or theft of school related personal property generally used during the school day while on school grounds.

ARTICLE XVIII
WORKERS' COMPENSATION

All employees will be covered by Workers' Compensation. An employee who is collecting Workers' Compensation may use accumulated sick leave to make up the difference, if any, between the employee's regular pay and Workers' Compensation payments allocated to lost time.

ARTICLE XIX
HEALTH AND SAFETY

The Committee agrees to strive to provide a safe and healthy work environment. All employees will be treated in a respectful manner.

ARTICLE XX
WAGES AND SALARY SCHEDULES

A. **Using the current salary schedule as a base, the 2021-2023 salary schedule (Appendix B) will be as follows:**

2020-2021 School Year 1%
2021-2022 School Year 1%
2022-2023 School Year 2%

B. All benefits (seniority, longevity, sick leave accumulation, salary schedule placement, etc) will be carried over into this agreement.

C. Annualized - All salaries will be annualized.

D. Employees have the following payment options:

1. A ten (10) month basis with payments bi-weekly.
2. A twelve (12) month basis (with the option to receive a lump sum summer salary) with payments bi-weekly. Requests for lump sum summer salaries must be requested by May 1 of the year in which the lump sum will be received. Requests for the ten (10) or twelve (12) month options must be made by May 1 of the school year prior to the one in which the payments will be received. All requests will be in writing. The District Treasurer will solicit all requests by May 1 of each year.

E. Longevity - After 5 years of continuous service in the Northborough/Southborough School District (Algonquin, Northborough or Southborough) the employee will receive a longevity payment as follows:

Years 6 through 10	Four hundred dollars (\$400)
Years 11 through 15	Six hundred dollars (\$600)
Years 16 and beyond	Eight hundred dollars (\$800)

ARTICLE XXI
SAVING CLAUSE

If any provision of this contract or any application thereof shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

ARTICLE XXII
DURATION

This Agreement shall be effective as of the first day of the **2020-2021** school year and will continue in effect through the **2022-2023** school year, to and including the day prior to the start of the **2023-2024** school year. It will thereafter automatically renew itself for successive terms of one (1) year unless by November 15, **2022** either the Committee or the Association shall have given written notice of its desire to modify or terminate this Agreement.

In witness whereof, we have fixed our signatures this _____ day of _____, 2021.

DocuSigned by:

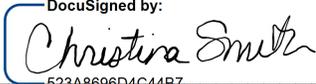
 675A51588C5D44A...

 Joan Frank, Chair Date
 Northborough-Southborough
 Regional School Committee

DocuSigned by:

 248B40AE4B604C8...

 Nicole Ruffo, Co-President Date
 Algonquin Regional Teachers Association

DocuSigned by:

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 Christina Smith, Co-President Date
 Algonquin Regional Teachers Association

Appendix A – Evaluation Tools

***NORTHBOROUGH-SOUTHBOROUGH
REGIONAL SCHOOL DISTRICT***

PARAPROFESSIONAL PERFORMANCE EVALUATION

Employee Name _____ **School** _____

Job Title _____ **Date** _____

Evaluator _____

RATING KEY: Check the most appropriate performance level in the space provided.

E = Exceeds Standards M = Meets Standards NI = Needs Improvement U = Unsatisfactory N = Not Applicable

	E	M	NI	U	N/A
1. RESPONSIVENESS TO STUDENTS					
a) Interacts positively with students	<input type="checkbox"/>				
b) Aware of child development issues	<input type="checkbox"/>				
c) Displays concern for students' health and safety	<input type="checkbox"/>				
d) Accepts individual differences in students	<input type="checkbox"/>				
e) Displays resourcefulness in helping to provide an enriching experience for students	<input type="checkbox"/>				
f) Encourages students to communicate in many ways	<input type="checkbox"/>				
g) Exhibits patience when dealing with disruptive behavior of student	<input type="checkbox"/>				
2. INTERPERSONAL RELATIONSHIPS					
a) Aware of classroom routines	<input type="checkbox"/>				
b) Competent in the reinforcement of skills	<input type="checkbox"/>				
c) Able to work with small instruction groups	<input type="checkbox"/>				
d) Can present lessons in a co-teaching model	<input type="checkbox"/>				
e) Completes work in scheduled time	<input type="checkbox"/>				
f) Demonstrates initiative and resourcefulness	<input type="checkbox"/>				

g) Exhibits a positive attitude when assisting teacher and/or student	<input type="checkbox"/>				
3. STAFF RELATIONSHIPS					
a) Accepts guidance and suggestions	<input type="checkbox"/>				
b) Cooperative team member	<input type="checkbox"/>				
c) Demonstrates clear understanding of role expectations for instructional aides	<input type="checkbox"/>				

(E = Exceeds Standards M = Meets Standards NI = Needs Improvement U = Unsatisfactory N = Not Applicable)

4. COMMITMENT TO TOTAL PROGRAM	E	M	NI	U	N/A
a) Respects confidential information	<input type="checkbox"/>				
b) Uses discretion in discussing school matters	<input type="checkbox"/>				
c) Willing to put in essential time and effort	<input type="checkbox"/>				
d) Is punctual	<input type="checkbox"/>				
e) Attends regularly	<input type="checkbox"/>				
f) Willingly accepts and carries out assignments	<input type="checkbox"/>				
g) Performs routine tasks efficiently	<input type="checkbox"/>				
h) Appropriately accesses support from staff and administration	<input type="checkbox"/>				
i) Learning to keep records	<input type="checkbox"/>				
j) Works well with minimal supervision once instructions are given	<input type="checkbox"/>				
k) Displays interest and enthusiasm	<input type="checkbox"/>				
l) Displays evidence of professional growth and development required for the position	<input type="checkbox"/>				

Comments:

Corrective Action: Areas needing corrective measures and suggested corrective action (To be accompanied by written improvement plan as needed)

Employee Signature

Date

Evaluator Signature

Date

The employee's signature indicates that he or she has received the evaluation. It does not denote agreement with its contents.

The employee may attach a rebuttal to this evaluation.

***NORTHBOROUGH-SOUTHBOROUGH REGIONAL
SCHOOL DISTRICT***

ADMINISTRATIVE ASSISTANT / CLERICAL AIDE PERFORMANCE EVALUATION

Employee Name _____ **School** _____

Job Title _____ **Date** _____

Evaluator _____

RATING KEY: Check the most appropriate performance level in the space provided.

E = Exceeds Standards M = Meets Standards NI = Needs Improvement U = Unsatisfactory N = Not Applicable

	E	M	NI	U	N/A
1. STUDENT AND STAFF DATA					
a) Effectively and accurately collects and organizes all student data	<input type="checkbox"/>				
b) Accurately maintains and appropriately communicates all data on student and staff attendance	<input type="checkbox"/>				
c) Provides daily attendance and announcements to staff in a timely manner	<input type="checkbox"/>				
d) Accurately completes all needed attendance and other reports via the student information data system	<input type="checkbox"/>				
e) Understands and efficiently maintains building schedules	<input type="checkbox"/>				
f) Effectively uses the student data system to create, store, access and develop relevant information and reports	<input type="checkbox"/>				
2. INTERPERSONAL RELATIONSHIPS					
a) Maintains effective office routines and systems	<input type="checkbox"/>				
b) Accepts guidance and recommendations from administration	<input type="checkbox"/>				
c) Uses appropriate judgment in decision-making	<input type="checkbox"/>				
d) Welcomes visitors and arranges for their comfort	<input type="checkbox"/>				
e) Completes work accurately and in a timely manner	<input type="checkbox"/>				
f) Demonstrates initiative and resourcefulness	<input type="checkbox"/>				
g) Exhibits a positive attitude when assisting students, staff and visitors	<input type="checkbox"/>				
h) Consistently keeps principal informed of all building, student, staff and parent issues and concerns	<input type="checkbox"/>				
3. COMMUNICATION					
a) Understands and effectively utilizes the school communication system	<input type="checkbox"/>				
b) Responds to all callers and visitors with a friendly welcoming manner	<input type="checkbox"/>				
c) Assists community members and organizations with special requests	<input type="checkbox"/>				

E = Exceeds Standards M = Meets Standards NI = Needs Improvement U = Unsatisfactory N = Not Applicable)

	E	M	NI	U	N/A
d) Maintains accurate documents regarding building usage that are easily accessible to administration	<input type="checkbox"/>				
e) Effectively uses technology to produce professional and accurate school documents	<input type="checkbox"/>				
f) Maintains accurate copies of communication documents as established by administration	<input type="checkbox"/>				
4. COMMITMENT TO SCHOOL					
a) Respects confidential information	<input type="checkbox"/>				
b) Uses discretion in discussing school matters	<input type="checkbox"/>				
c) Attends work regularly and is punctual	<input type="checkbox"/>				
d) Willingly accepts and carries out assignments	<input type="checkbox"/>				
e) Performs routine tasks efficiently	<input type="checkbox"/>				
f) Effectively communicates with transportation companies	<input type="checkbox"/>				
g) Maintains budget details effectively and accurately produces budgetary forms	<input type="checkbox"/>				
h) Communicates accurately with staff regarding information and timelines	<input type="checkbox"/>				
i) Copies materials and resources for staff	<input type="checkbox"/>				
j) Maintains an organized work station	<input type="checkbox"/>				
k) Completes all duties as assigned	<input type="checkbox"/>				

Comments:

Corrective Action: Areas needing corrective measures and suggested corrective action (To be accompanied by written improvement plan as needed)

Employee Signature

Date

Evaluator Signature

Date

The employee's signature indicates that he or she has received the evaluation. It does not denote agreement with its contents.

The employee may attach a rebuttal to this evaluation.

Appendix B – Salary Schedule

1% 2020-2021	1	2	3	4	5	6	7	8
Prin Admin Asst. (12 month)	\$22.14	\$23.29	\$24.44	25.58	\$26.73	\$27.88	\$28.69	\$29.23
Prin Admin Asst. (10 month)/ Athletic Asst.	\$19.26	\$20.39	\$21.65	\$22.90	\$24.27	\$25.00	\$25.81	\$26.34
Asst Prin Admin Asst	\$18.44	\$19.58	\$20.65	\$22.03	\$23.24	\$23.94	\$24.75	\$25.28
Instr/SPED/LIB-MED/Data Support	\$20.14	\$21.37	\$22.65	\$23.34	\$24.73	\$25.47	\$26.28	\$26.82
Non-Classroom/Clerical	\$18.29	\$19.42	\$20.55	\$21.16	\$21.79	\$22.46	\$23.28	\$23.82
Coord Career Resource Center	\$19.60	\$20.82	\$22.07	\$23.36	\$24.06	\$24.77	\$25.58	\$26.12
Aide/Admin Asst.	\$17.23	\$18.28	\$19.39	\$20.52	\$21.82	\$22.48	\$23.30	\$23.84

1% 2021-2022	1	2	3	4	5	6	7	8
Prin Admin Asst. (12 month)	\$22.36	\$23.52	\$24.69	\$25.84	\$27.00	\$28.15	\$28.98	\$29.52
Prin Admin Asst. (10 month)/ Athletic Asst.	\$19.45	\$20.60	\$21.87	\$23.13	\$24.51	\$25.25	\$26.06	\$26.60
Asst Prin Admin Asst	\$18.63	\$19.78	\$20.86	\$22.25	\$23.47	\$24.18	\$24.99	\$25.53
Instr/SPED/ LIB-MED/Data Support	\$20.34	\$21.59	\$22.88	\$23.57	\$24.98	\$25.73	\$26.54	\$27.08
Non-Classroom/Clerical	\$18.47	\$19.62	\$20.76	\$21.37	\$22.00	\$22.69	\$23.51	\$24.05
Coord Career Resource Center	\$19.80	\$21.02	\$22.29	\$23.59	\$24.30	\$25.01	\$25.84	\$26.38
Aide/Admin Asst.	\$17.40	\$18.46	\$19.59	\$20.73	\$22.03	\$22.71	\$23.53	\$24.07

2% 2022-2023	1	2	3	4	5	6	7	8
Prin Admin Asst. (12 month)	\$22.81	\$23.99	\$25.18	\$26.36	\$27.54	\$28.72	\$29.56	\$30.11
Prin Admin Asst. (10 month)/ Athletic Asst.	\$19.84	\$21.01	\$22.31	\$23.59	\$25.00	\$25.75	\$26.58	\$27.14
Asst Prin Admin Asst	\$19.00	\$20.18	\$21.28	\$22.69	\$23.94	\$24.66	\$25.49	\$26.04
Instr/SPED/LIB-MED/Data Support	\$20.75	\$22.02	\$23.34	\$24.05	\$25.48	\$26.24	\$27.07	\$27.63
Non-Classroom/Clerical	\$18.84	\$20.01	\$21.17	\$21.80	\$22.44	\$23.14	\$23.98	\$24.54
Coord Career Resource Center	\$20.20	\$21.44	\$22.73	\$24.07	\$24.78	\$25.51	\$26.36	\$26.91
Aide/Admin Asst.	\$17.75	\$18.83	\$19.98	\$21.14	\$22.47	\$23.16	\$24.00	\$24.56

***COTAs, SPLAs, and PTAs will receive the following salary differential:**

2020-21 \$8.08 per hour
2021-22 \$8.16 per hour
2022-23 \$8.40 per hour