

**AGREEMENT**

**BETWEEN THE**

**FRONTIER REGIONAL DISTRICT SCHOOL COMMITTEE**

**AND THE**

**FRONTIER REGIONAL TEACHERS ASSOCIATION**

**UNIT C**

**2019 – 2022**

THIS AGREEMENT is made and entered into on the date set forth below by and between the FRONTIER REGIONAL DISTRICT SCHOOL COMMITTEE (hereinafter referred to as the "Committee") and the FRONTIER REGIONAL TEACHERS ASSOCIATION UNIT C (hereinafter referred to as the "Association").

## TABLE OF CONTENTS

<u>Article</u>		<u>Page</u>
<b>SCHOOL COMMITTEE/FRTA RELATIONSHIP</b>		
	Preamble .....	1
I	Recognition.....	2
II	Rights of the Committee.....	2
III	Negotiation Procedure .....	3
IV	Rights of the Association.....	3
V	Agency Fee .....	4
<b>OBLIGATIONS OF EMPLOYMENT</b>		
VI	Evaluation and Discipline.....	4
VII	Probationary Period .....	6
VIII	Hours of Work and School Year .....	6
<b>PROTECTIONS FOR EMPLOYEES</b>		
IX	Grievance Procedure.....	7
X	Notification of Vacancies .....	10
XI	Assignments.....	11
XII	Reduction in Force.....	11
<b>SALARY AND BENEFITS</b>		
XIII	Wages.....	12
XIV	Longevity Payments .....	13
XV	Insurance .....	13
XVI	Payroll Deductions .....	14
XVII	Leaves of Absence .....	14
	Holidays.....	14
	Sick Leave .....	15
	Bereavement Leave .....	16
	Unpaid Personal Leave .....	16
	Sick Leave Bank.....	16
	Statutory Leaves .....	17
XVIII	Professional Development/Reimbursement.....	17
XIX	Retirement Severance.....	18
XX	Personal Injury Benefits .....	18
<b>MISCELLANEOUS</b>		
XXI	Savings Clause.....	18
XXII	Specialized Programs/Duties .....	19
XXIII	General.....	19
XXIV	Duration .....	20
	Appendix A Salary Schedules .....	21

**SCHOOL COMMITTEE/FRTA RELATIONSHIP**  
**PREAMBLE**

1. Recognizing that our prime purpose is to provide education of the highest possible quality for the students of the FRONTIER REGIONAL SCHOOL DISTRICT, and that good morale within the Instructional staff of the Frontier Regional School is essential to achievement of that purpose, we, the undersigned parties to the Contract, declare that:

- (a) Under the Law of Massachusetts, (including, but not limited to General Laws, Chapter 70, 71, and 150E) the Committee, elected by the citizens of the Towns comprising the Frontier Regional School District has final responsibility for establishing the educational policies of the public schools of the District.

Except as abridged or modified by this Agreement or any supplements hereto, all of the rights, powers and authority held by the Committee prior to the effective date of this Agreement are retained by the Committee, and the exercise of said rights, powers or authority shall not be subject to the Grievance Procedure or arbitration.

- (b) The Superintendent of the District (hereinafter referred to as the Superintendent) or, in his/her absence, some person duly vested with similar authority, has responsibility for carrying out the policies so established and those set forth in the General Laws, Chapter 71, and all other laws thereto pertaining.
- (c) The Instructional Assistants of the public schools of the District have responsibility for providing education of the highest possible quality.
- (d) The School Committee and the Association agree that mutual respect between and among administrators, employees and co-workers is vital to the efficient operation of the School System. Behaviors contributing to a hostile, humiliating or intimidating work environment, including abusive language or behavior, are unacceptable and will not be tolerated.
- (e) Fulfillment of these respective responsibilities can be facilitated and supported by consultation and free exchange of views and information between the Committee, the Superintendent and the Instructional Assistant staff in the formulation and application of policies relating to wages, hours and other conditions of employment for the Instructional Assistants.
- (f) To give effect to these declarations, the following principles and procedures are hereby adopted.

## **ARTICLE I**

### **RECOGNITION**

For purposes of collective bargaining with respect to wages, hours and other conditions of employment, the negotiation of collective bargaining agreements and any questions arising thereunder, the Committee recognizes the Association as the exclusive bargaining agent and representative of all full-time and part-time Instructional Assistants.

Unless otherwise indicated, the employees in the above unit will be hereinafter referred to as "Instructional Assistants," "Educational Support Nurses," or "employees."

For the purposes of this Contract, the following terms are defined:

1. **Full-Time Instructional Assistant** — any person employed under contract in a position who would serve in that position for six (6) or more hours per day and for the entire school year shall be considered a full-time employee.
2. **Part-Time Instructional Assistants** — any person employed under contract in a position who does not meet the full-time requirements. Part-time employees are covered under this Agreement, provided they are scheduled to work in the school more than one (1) day per week and for more than thirty (30) weeks per year. Part-time employees are eligible for non-statutory benefits on a pro-rata basis as compared to a full-time employee.
3. **Educational Support Nurse** – An Instructional Assistant, full or part time, who is also a Licensed Practical Nurse (LPN) and is entitled to the same benefits as a Full or Part Time Instructional Assistant.

## **ARTICLE II**

### **RIGHTS OF THE COMMITTEE**

It is herein agreed that except as specifically and directly modified by the language of this Agreement, the Committee retains all rights, obligations and powers that it has, or may hereinafter be granted by law, and it may exercise such powers in accordance herewith. Those rights include the right and responsibility to operate and manage the business affairs of the District, to select and direct the employees, and to control, direct, discontinue and change the use of its properties, equipment, services, supplies and facilities. The District may not implement a significant change in any practice, policy or standard operating procedure affecting employees and constituting a mandatory subject of bargaining, until it has given the Association advance notice of the proposed change and an opportunity to negotiate as to the impact of such change. Any proposed change that requires impact bargaining shall be negotiated in a reasonable time period of up to four (4) weeks.

**ARTICLE III**  
**NEGOTIATION PROCEDURE**

- A. No later than November 1<sup>st</sup> of the calendar year preceding the calendar year in which this Agreement expires, the Committee and the Association agree to enter into negotiations over a successor agreement concerning all matters permissible by the Law of this Commonwealth to be the subject of collective bargaining. Within two (2) weeks of date of said agreement to negotiate, a joint meeting will be scheduled for the purpose of revision of the guidelines under which negotiations will take place. Guidelines will be in writing and signed and executed by the designated chairpersons of both parties. Within thirty (30) calendar days of the aforesaid negotiation guideline meeting, the first negotiation meeting shall be held at a mutually acceptable time and place. Any successor agreement so negotiated will apply to all Instructional Assistants, and be reduced to writing and signed by the Committee and the Association.
- B. During negotiations, the Committee and Association will present relevant data, exchange points of view and make proposals and counter-proposals. The Committee will make available to the Association for inspection all pertinent reports of the School System as are within the classification of public records. Neither party will be restricted in the use of professional and lay consultants to assist in the negotiations. Both parties agree to conduct such negotiations in good faith and to deal openly and fairly with each other on all matters.
- C. During the term of this Contract, negotiations may be opened by mutual consent or to cover issues that may arise under the Contract or not covered by the Contract. If an agreement is reached, an agreement of addendum to this Contract will be entered into and will be binding for the balance of the term of the Contract.
- D. The Committee agrees not to negotiate with any employee organization other than the organization recognized herein as the exclusive bargaining agent during the term of this Agreement.

**ARTICLE IV**  
**RIGHTS OF THE ASSOCIATION**

- A. The Committee will, upon request, provide the Association with any relevant documents which will assist the Association to process grievances and collective bargaining negotiations under this Agreement; provided, however, that any confidential material may not be requested hereunder, and further, that if any duplicating or reproduction costs are involved, the Association will pay or reimburse the Committee for such costs.
- B. The Association will have a formal part in the orientation of new Instructional Assistants, by way of extending a welcome and discussing matters relevant to membership.
- C. The Committee agrees to provide the Association with names and addresses of new employees in the bargaining unit.

**ARTICLE V**  
**AGENCY FEE**

The Fair Share/Agency Fee has been determined to be illegal by the Supreme Court. Therefore, this Article is no longer effective and shall not be enforced. However, the parties agree that if the case law changes in regard to Fair Share/Agency Fees, the parties will meet to negotiate language that complies with the changes.

All members of the bargaining unit who are not members of the Association shall be required to pay an annual Agency Fee, pursuant to Massachusetts General Laws, Chapter 150E, Section 12. The Association recognizes the sole and exclusive remedy for non-payment of the fee shall be for the Association to proceed to court for collection of the fee from a non-paying employee member of the unit. The School Committee is not, and should not be responsible for the implementation, collection or enforcement of the Agency Fee, except that it will supply any required documentation to establish that a person is a member of the bargaining unit subject to the fee.

The Association agrees that it will indemnify and hold the School Committee harmless for any action taken against any employee as a result of this agency service fee agreement, including, but not limited to, any legal expenses incurred.

In the event of conscientious or other objection to payment of the Agency Fee, a member of the bargaining unit may pay the amount of the fee to a scholarship fund set up by the Association for graduates from Frontier Regional School.

**OBLIGATIONS OF EMPLOYMENT**  
**ARTICLE VI**  
**EVALUATION AND DISCIPLINE**

The Administration will not operate cameras or listening devices (i.e., the intercom system) in a classroom to monitor employee performance without the advance knowledge of the employee.

- A. 1. Instructional Assistants will be observed at least once during the school year, prior to April 1st, of the school year in which they are evaluated. The evaluation report will be discussed promptly with the employee by the evaluator and the employee shall acknowledge that he/she has had the opportunity to review the report by affixing his/her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with contents thereof. A copy of the evaluation report will be forwarded to the Superintendent and one copy will be given to the employee.
2. Evaluations may be conducted by the Principal, Director of Special Education, Assistant Principal, Director of Secondary Education or Superintendent. Team leaders, teachers and any other persons assigned by the Principal/Superintendent

will assist in the evaluation process (i.e., classroom observations). The Principal has the ultimate responsibility for evaluations.

- B.
  - 1. Individual employees will have the right at any time during the working day to review the contents of their personnel file. An employee will be entitled to have a representative accompany him/her during such review. Such review will be conducted in the presence of a member of the School Administration.
  - 2. No material derogatory to an employee's conduct, service, character or personality will be placed in his/her personnel file unless the employee has had an opportunity to review the material. The employee will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee will also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent and attached to the file copy within thirty (30) calendar days of receipt.
- C. Any signed written complaint regarding an employee made by any parent, student or other person will be promptly called to the attention of the Principal, who will inform the employee as to the complaint, the source and nature of the complaint and the disposition of the complaint. However, frivolous complaints or anonymous complaints that are not corroborated or verified by administration will be disregarded.
- D. The Association recognizes the authority and responsibility of the Principal for disciplining or reprimanding an Instructional Assistant for delinquency of professional performance. If any formal action is to be taken against the employee, he/she will be entitled at his/her option to have a representative present from those representatives reasonably available. All participants at disciplinary meetings are entitled to be treated with professionalism.
- E. Pursuant to Chapter 71, Section 42, a Principal may dismiss or demote any Instructional Assistant or other person assigned full-time to the school, subject to the review and approval of the Superintendent; and subject to the provisions of this section, the Superintendent may dismiss any employee of the school district. In the case of an employee whose duties require him to be assigned to more than one school, and in the case of employees who work in more than one school, those persons shall be considered to be under the supervision of the Superintendent for all decisions relating to dismissal or demotion for cause.
- F. Except for a layoff or reduction in hours under Article XII, no non-probationary employee will be dismissed, disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause.

**ARTICLE VII**  
**PROBATIONARY PERIOD**

- A. A new employee shall serve a one (1) calendar year probationary period. During the probationary period, no employee is entitled to employment for the duration of the school year, and no non-renewal of contract, dismissal or other discipline shall be subject to Grievance and Arbitration provisions under this Agreement.

**ARTICLE VIII**  
**HOURS OF WORK AND SCHOOL YEAR**

- A. 1. The work day of personnel covered by this Agreement shall be between 7:45 a.m. and 2:15 p.m., or as otherwise established for teachers. Some employees will work a six (6) hour day and others will work a seven (7) hour day. Full compensation will be provided when there are delayed openings or early dismissals due to weather or unforeseen events. Employees will receive compensation for time actually worked on scheduled delayed openings, early dismissals, and/or one-half days.
2. Employees may be required to attend up to ten (10) after school faculty or staff meetings, in which case they will be compensated at their regular hourly rate.
3. Employees who work six (6) or more hours in a work day shall be given a thirty (30) minute uninterrupted lunch break.
4. Educational Support Nurses will be provided charting time on every fourth (4<sup>th</sup>) Friday of early release.
5. Any Educational Support Nurse hired on or after April 1, 2019 shall not receive the additional one (1) hour per day of compensation (i.e., they shall only be compensated for time actually worked).
- B. The work year of Instructional Assistants shall be determined by the School Committee and will be consistent with the work year for teachers. The School Committee may increase the Instructional Assistants' work year up to three (3) days and will compensate them at their hourly rates consistent with Section C of this Article. In addition thereto, up to two (2) additional days may be scheduled by the administration, one (1) such day for Instructional Assistant orientation prior to school opening, and one (1) day for administrative purposes as determined by the Committee or Superintendent.
- C. 1. The Administration will make reasonable efforts to support continued faculty/staff cooperation in ensuring that employees have reasonable breaks.
2. Class Coverage — An employee who is assigned to act as a substitute teacher will be compensated at his/her regular rate of pay and he/she shall receive an additional twenty dollars (\$20) for each full block that is covered. This is not to discourage or



replace the need to acquire substitutes to meet the needs of the classroom, but to compensate employees who act outside of their roles due to teacher staffing situations.

**PROTECTIONS FOR EMPLOYEES**  
**ARTICLE IX**  
**GRIEVANCE PROCEDURE**

A. Definitions:

1. A "grievance" is a claim based upon an event or condition which involves the interpretation, meaning or application of any of the provisions of this Agreement.
2. An "aggrieved person" is the person or persons making the claim.
3. A "party-in-interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose:

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the welfare or working conditions of Instructional Assistants. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained will be construed as limiting the right of any Instructional Assistant having a grievance to discuss the matter informally with any appropriate member of the administration or School Committee, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and that the Association is notified of the terms of the adjustment.

C. 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 should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement in writing.

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

1. Level One:

An Instructional Assistant with a grievance will first discuss it with his/her Principal (or the acting Principal), either directly or through the Association's School Representative, with the objective of resolving the matter informally. Before informally discussing a grievance with the Principal, an Instructional Assistant will normally discuss such grievance with his or her department head or supervisor where such discussion is appropriate.

2. Level Two:

- (a) If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within seven (7) days after presentation of the grievance, he/she may file a grievance in writing with the Superintendent of Schools within seven (7) days after the decision at Level One or fourteen (14) days after the grievance was presented, whichever is sooner.
- (b) The Superintendent will represent the Administration at this level of the Grievance Procedure. Within seven (7) days after receipt of the written grievance by the Superintendent, the Superintendent will meet with the aggrieved person in an effort to resolve it.
- (c) If an Instructional Assistant does not file a grievance in writing with the Superintendent within twenty-one (21) days after the Instructional Assistant knew or should have known of the act or condition on which the grievance is based, then the grievance will be considered as waived. A dispute as to whether a grievance has been waived under this Paragraph will be subject to arbitration pursuant to Level Four. Within seven (7) days of meeting with the aggrieved person, the Superintendent shall give a written answer to the grievance which the aggrieved person brings forward.

3. Level Three:

Within seven (7) days after a disposition by the Superintendent or within seven (7) days after the day on which the Superintendent should have given an answer, if no answer has been received, the grievant, if dissatisfied with the Superintendent's answer or if no answer has been given, may submit the grievance to the School Committee, which will consider the matter at its next regularly scheduled meeting or may, at its discretion, within seven (7) days of receiving the grievance, schedule a special session of the whole Committee or a Sub-committee to consider the grievance. Within ten (10) days after the School Committee or Sub-committee hears the grievance, the Committee's designee or the Committee will inform the Association of its disposition of the matter. The purpose of these meetings is to be resolution of the grievance.

4. Level Four:

- (a) If the Association or Grievant is dissatisfied with the disposition of the matter or if no answer is given by the School Committee within ten (10) days, then, within seven (7) days of the disposition or the last day on which an answer may be given by the Committee, the Association may file a demand for arbitration with the American Arbitration Association. It is recognized by the parties that after the demand for arbitration is filed, the rules of the American Arbitration Association and their time limits and procedures shall apply. The list of arbitrators shall be provided by said Association and the Arbitrator will be chosen from the lists of that Association in accordance with their rules. The parties will make every effort to have the matter heard as soon as is reasonably possible.
  - (b) The decision of the Arbitrator will be rendered within thirty (30) days of submission of briefs or if there are no briefs, after the close of the hearing. The Arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The Arbitrator shall have no power to add to, subtract from, modify or amend any of the provisions of this Agreement, nor modify disciplinary action, nor shall he/she usurp the functions of the Committee or the proper exercise of its judgment and discretion under the Law and this Agreement, nor may he/she compel an act which is in derogation of such rights. No award shall be effective retroactively beyond the date at which the grievance was first presented under the Grievance Procedure established herein. The decision of the Arbitrator will be submitted to the School Committee and to the Association and shall be final and binding upon the parties to this Agreement, and upon the aggrieved person or persons. Both parties to this Agreement realize that the submission of a particular matter to arbitration proceedings represents a step which, in most instances, ought to be avoided. Accordingly, before the arbitration option hereunder is invoked, the parties may mutually schedule such meetings as may be appropriate between representatives of both sides to attempt to resolve the matter on a local level.
  - (c) The costs for the services of the Arbitrator, including per diem expenses, if any, and his/her actual and necessary travel and subsistence expenses will be borne equally by the School Committee and the Association.
- D. Any employee may be represented at all stages of the Grievance Procedure by an available representative of the Association. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the Grievance Procedure.

E. Miscellaneous:

1. If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance will be commenced at Level Two. The Association may process such a grievance through all levels of the Grievance Procedure even though the aggrieved person does not wish to do so.
2. Decisions rendered at Levels One, Two and Three of the Grievance Procedure will be in writing setting forth the decision and the reasons therefore and will be transmitted promptly to all parties-in-interest and to the Association. Decisions rendered at Level Four will be in accordance with the procedures set forth in Section C, Paragraph 4 (b).
3. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
4. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be jointly prepared by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the Grievance Procedure.

**ARTICLE X**  
**NOTIFICATION OF VACANCIES**

- A. Whenever a vacancy in a bargaining unit position occurs during the school year (September to June), it will be adequately publicized by the Principal by means of a notice placed on the Association bulletin board in the school as far in advance of the appointment as possible. Between the close of one school year and start of the next school year, an email notice of any such vacancy will be provided to each member of the bargaining unit. In both situations, the qualifications for the position, its duties and rate of compensation will be clearly set forth. The qualifications set forth for a particular position will not be changed when such future vacancies occur unless the Association has been notified in advance of such changes and the reasons therefore. No vacancy will be filled, except on a temporary basis, within the ten (10) days from the date the notice is posted in the schools and the giving of notification to the Association membership.
- B. All qualified Instructional Assistants will be given adequate opportunity to make application for such positions, and the Committee agrees that the administration will give due weight to the professional background and attainments of all applicants, the length of time each has been in the school system and other relevant factors.

In filling such vacancies, first consideration will be given to qualified Instructional Assistants already employed by the Committee, and each employee applicant not selected will, upon request, be provided a meeting with the decision-maker.

Where a vacancy is to be filled, appointments will be made wherever possible not later than sixty (60) days after the notice is posted in the schools or the giving of notification to the Association.

- C. Appointments will be made without regard to race, creed, color, religion, nationality, sex, sexual orientation, gender identity, disability, pregnancy, pregnancy related condition, age or marital status.

## **ARTICLE XI** **ASSIGNMENTS**

- A. Instructional Assistants will be notified in writing of their assignments for the coming year, including any special or unusual assignments that they will have as soon as practicable, and under normal circumstances, not later than July 1.
- B. Instructional Assistants will normally not be required to drive students to activities away from the school building. The parties recognize that on occasion it may be necessary to transport a sick child, special class students or similarly situated cases. On such occasions, and on other trips approved by the Administration, Instructional Assistants will be paid at the applicable District Administration mileage rate per mile actually driven, and arrangements will be made to provide appropriate insurance coverage to Instructional Assistants involved in this duty.
- C. The Superintendent or his/her designee shall appoint bargaining unit member(s) to serve as one year mentors to new employees. A mentor shall receive a stipend of two hundred fifty dollars (\$250) for the mentoring of one new employee in a school year, and shall receive an additional one hundred fifty dollars (\$150) for each additional employee the mentor is assigned in the same school year.

## **ARTICLE XII** **REDUCTION IN FORCE**

- A. Should a reduction in hours or in force be necessary, the School Committee will notify all affected Instructional Assistants and the Association as soon as possible after identifying when a reduction is to take place.
- B. Whenever a situation arises in which the School Administration determines that it no longer requires the services of an Instructional Assistant on a full- or part-time basis, the Administration will make a reasonable effort to retain the Instructional Assistant with the longest continuous service in the Frontier Regional School District.

- C. Should an employee lose his/her assignment during the school year due to student departure or schedule change, the employee will be provided with an alternate assignment for the remainder of the year, within his/her capabilities and within a reasonably expanded view of acceptable roles for paraprofessionals in education.
- D. Should an employee's hours be reduced during a school year, the employee shall receive proportionate salary and benefits as his/her service bears to full-time service, and he/she shall receive full seniority for such reduced service for that year.
- E. Recall: Employees on layoff status who are separated under this clause of the contract (that is, the separation is due to decrease in enrollment, economic cause or reorganization rather than conduct unbecoming an Instructional Assistant, or other disciplinary cause), shall be entitled to recall rights for one (1) year from the effective date of termination. Recall shall mean that if a vacancy occurs during the period of recall for which that employee on recall is qualified and certified, they shall first be offered the position and shall be appointed, if they accept.

Employees on recall shall be responsible for providing an update of their addresses to the Office of the Superintendent. Notice of the vacancy shall be sent by one certified return receipt requested letter to the last address provided by the employee, and failure to respond to such notice within fifteen (15) days of the date the letter was mailed shall result in forfeiture of any recall rights. Employees on recall shall notify the Superintendent of any new certifications they obtain during such recall. Employees on recall may maintain their membership in the group health insurance plan provided they pay the total costs of such plan. An employee who declines recall shall be considered terminated without further recall rights or benefits. All rights and benefits that an employee was entitled to when laid off shall be restored, in full, upon recall.

**SALARY AND BENEFITS**  
**ARTICLE XIII**  
**WAGES**

- A. The wage schedules for each year of the Agreement shall be set forth in Appendix A.
- B. Instructional Assistants shall be paid over twenty-one/twenty-two (21/22) equalized pay periods.
- C.
  - 1. Instructional Assistants entering the employ of the School Committee after the execution of this Agreement may be placed on the salary schedule in accordance with their degree status, previous experience and/or special or unusual skills or training.
  - 2. It is agreed that no such new employee will receive a higher salary than any presently employed employee with equal experience and training except in the case of a position requiring special or unusual skills and training.

- D. Bargaining unit members with a Bachelor's Degree will be paid an additional gross amount of Two Hundred and Fifty Dollars (\$250), which will be added to their last paycheck of the school year. If an employee does not work the entire school year and/or works part-time, then the amount shall be prorated.
- E. 2019-2020: Instructional Assistants shall have a revised salary schedule implemented which includes the removal of step 1 and the addition of a new step 11 which shall be at the rate of \$19.20. Steps 2 through 10 shall be increased by one percent (1.0%).

Educational Support Nurses will receive a one percent (1.0%) across the board increase on the existing salary schedule.

2020-2021: Unit members will receive a two percent (2.0%) across the board increase on the existing salary schedules.

2021-2022: Unit members will receive a two percent (2.0%) across the board increase on the existing salary schedules.

Unit members that are eligible to advance on steps will receive one (1) step on the salary schedules each contract year.

#### **ARTICLE XIV LONGEVITY PAYMENTS**

Employees who have completed the following amounts of full-time service to the District shall, at the commencement of employment in each following school year, receive a lump sum payment as follows:

After ten (10) years:	\$250
After fifteen (15)	\$500
After twenty (20)	\$750

Part-time service shall be counted pro-rata toward the full-time benefit.

#### **ARTICLE XV INSURANCE**

- A. The Committee agrees to provide, and the Association agrees to accept, the same plan of health and other insurances as are in effect for the teacher bargaining unit.
- B. The Committee shall continue to maintain a "Cafeteria Plan" (Internal Revenue Tax Code, Section 125) whereby Instructional Assistants may elect to pay their share of health insurance benefits by means of "salary reduction" (pre-tax dollars).

**ARTICLE XVI**  
**PAYROLL DEDUCTIONS**

- A. The Committee agrees to deduct monies from the wages of Instructional Assistants for the following purposes:
1. Dues to the Frontier Regional Teachers Association, National Education Association and Massachusetts Instructional Assistants Association.
  2. Appropriate premium deductions for medical and health insurance and life insurance, when so authorized.
  3. Amounts authorized by an Instructional Assistant who is participating in a tax sheltered annuity plan authorized by Federal Law.
  4. Deductions in amounts authorized by the Instructional Assistant to any financial institution within five (5) business days of each payroll check.
  5. Each employee may participate in a District-offered Flexible Spending Account. The District will pay the administration cost for setup and the ongoing maintenance fee, and the employees will pay the individual participant fees.
- B. Such deductions, upon individual authorization, will be paid directly to the directed account by the Treasurer of the School District.
- C. Dues deduction authorization forms and other appropriate forms will be designated and submitted by the Association to payroll office for approval.

**ARTICLE XVII**  
**LEAVES OF ABSENCE**

A. Holidays

1. The following holidays will be paid holidays at an eligible employee's regular hourly rate for his/her regular number of daily work hours:

Labor Day	New Year's Day
Columbus Day	Martin Luther King Day
Veterans' Day	Presidents' Day
Thanksgiving Day	Patriots' Day
Christmas Day	Memorial Day

The day before Thanksgiving will be paid as a full day.



Employees will receive a full day's pay in the event there is a scheduled half-day of work the day before December break.

2. To be eligible for holiday pay, the employee must have actually worked the scheduled days immediately before and after the holiday.

B. Sick leave

1. All employees shall be credited with ten (10) days of sick leave with pay at the start of each school year. During the employee's probationary period, the employee will be credited with one (1) day of sick leave with pay at the start of each month until the start of the following school year. Any employee covered by this Agreement who worked immediately prior to employment with the District for one of the Frontier Superintendency Union elementary schools shall be allowed to carryover up to ten (10) accumulated and unused sick days in addition to the usual monthly probationary period accumulation.
2. In the event that an employee is absent due to illness for less than ten (10) days in any one school year, the days not used shall be accumulated for use in subsequent years to a maximum accumulation of sixty (60) days without loss of previous accumulation. If the Administration feels that a pattern of abuse of sick leave exists, the subject Instructional Assistant will be so notified in writing with a copy of such letter to the Association. The continuation of said pattern may result in discipline, including the requirement of a doctor's certificate or refusal to pay sick leave for all future absences where such a certificate is not supplied. In the event that the Superintendent questions the medical capacity of an Instructional Assistant to perform satisfactorily, the Superintendent reserves the right to require a medical examination; such examination to be made in the presence of the Instructional Assistant's physician, if the Instructional Assistant so desires. The Superintendent reserves the right to take action consistent with the examining physician's findings and advice.

Administration may require medical documentation for consecutive absences of three (3) days or more.

3. In any one school year, three (3) of the ten (10) days intended for sick leave may be used at the option of the employee concerned for the following personal reasons:
  - (a) Specific religious holidays;
  - (b) Serious illness in the immediate family;
  - (c) Court cases;
  - (d) Other personal or business reasons at the discretion of the Principal.

No optional leave for personal reasons under this provision may be taken immediately preceding and/or immediately following a vacation or holiday, except as granted in the discretion of the Superintendent or his/her designee.

4. In exceptional cases, other days of leave may be granted at the discretion of the School Committee.

C. Bereavement Leave

1. Five (5) days shall be given to a regular full-time Instructional Assistant for death in the immediate family. The term "immediate family" shall be considered to include mother, father, sister, brother, husband, wife, son and daughter, comparable "step" relatives or a permanent resident living in the employee's household. Five (5) days at the discretion of the Principal may be given to a regular full-time Instructional Assistant for the death of others outside the immediate family.
2. Up to three (3) days shall be given to a regular full-time Instructional Assistant to attend the funeral of an in-law, grandparent, grandchild and comparable "step" relatives, or others at the discretion of the Principal.
3. It is understood that bereavement leave is for the period immediately following the death and is not to be used for other purposes.

D. Unpaid Personal Leave

Upon written request, the Superintendent may grant an unpaid leave of absence for a period of up to one (1) year. Said leave may be extended, upon written request, for a period of one (1) additional year. During such leave, an employee will not continue to accrue any additional salary, seniority or leave benefits but, upon return, all such previously accrued salary, seniority or leave benefits shall be restored. The returning employee shall be placed in the position most nearly equivalent to that held before going on leave.

E. Sick Leave Bank

There shall be a Sick Leave Bank for all members of the bargaining unit. If a member of the Sick Leave Bank (hereinafter S.L.B.) for just causes uses all of his/her accumulated personal sick days, he or she may apply to the Sick Leave Bank Committee for more days until such time as he/she accumulates more sick days of his/her own or exceeds the limits set forth in the contract below or in the bylaws of the Sick Leave Bank Committee.

1. A Sick Leave Bank Committee shall be created consisting of two (2) Instructional Assistants and two (2) members of the School Committee or designees thereof. This Committee may fix any by-laws that are appropriate and within the scope of its authority as granted by this Contract.
2. In order for an Instructional Assistant to receive sick days from the S.L.B., he/she must have already exhausted his/her accumulated sick leave. The S.L.B.C. shall assess the need of each applicant to the Bank and may grant sick leave to those persons suffering from prolonged or recurrent illness.

3. Leave shall be granted only upon a majority vote of the S.L.B. Committee provided the leave does not exceed ninety (90) days in the aggregate during any given school year.

F. Statutory Leaves

The School Committee shall abide by the provisions of the Small Necessities Leave Act (SNLA), the Domestic Violence Leave Act (DVLA), the Family and Medical Leave Act (FMLA), and M.G.L. c. 149, s. 105D (the so-called Massachusetts Parental Leave Act (MPLA)). The School Committee's policies regarding these laws are posted in a conspicuous location in each building. Leaves under the provisions of this Agreement, which are also eligible under the law(s) above, shall run concurrently as both statutory and contractual leave, and the more liberal of the provisions shall apply.

**ARTICLE XVIII**  
**PROFESSIONAL DEVELOPMENT/REIMBURSEMENT**

- A. Should the Committee request an Instructional Assistant to take specific courses for advancement or improvement, it will reimburse the Instructional Assistant for the entire cost.

Upon successful completion of an approved course, the Instructional Assistant must provide receipts to the Superintendent with a college certified transcript of credit with the final course grade noted thereon. Reimbursement will depend on a grade of "B" or above in a graded course and a passing grade in a pass/fail course.

- B. If approved by the Superintendent in advance, an employee will be paid for hours of attendance at a conference.
- C. The school district will provide appropriate professional development for employees on each in-service half and full day scheduled during the school year. Attendance at professional development training is mandatory.
- D. The Committee will appropriate one hundred fifty dollars (\$150.00) for each full time employee for professional development activities approved by the Principal. A part-time employee as defined in Article I will receive a pro-rated amount. Unused monies in this account up to a maximum of One Thousand Dollars (\$1,000) total will be offered to the staff for additional development activities or reimbursements on or before April 15<sup>th</sup> of each year. Any professional development monies remaining as of May 15<sup>th</sup> shall revert to the building's general fund.

**ARTICLE XIX**  
**RETIREMENT SEVERANCE**

A. Unused Sick Leave:

Upon retirement under the county/state retirement system, an Instructional Assistant will be paid in a lump sum an amount of money based upon payment for two (2) days of unused sick leave for each year of service to the Frontier Regional School District. Such pay will be based upon the Instructional Assistant's regular wage at the time of retirement.

In order for the employee to receive this benefit in the fiscal year of his/her retirement, the Administration must receive written notice of intent to retire by January 15 of the school year prior to his/her last employment year. In the event that said written notice is not timely received, said benefit shall be paid on or before July 15, in the calendar year immediately subsequent to the calendar year of retirement.

**ARTICLE XX**  
**PERSONAL INJURY BENEFITS**

- A. Whenever an Instructional Assistant is absent from school as a result of personal injury caused by an accident or injury occurring in the course of his/her employment, he/she will be paid his/her full regular wages (less the amount of any Workers Compensation award made for temporary disability due to said injury) for the period of such absence. The difference in pay between the Workers Compensation award and full pay will be conditioned upon and charged off to the employee's annual or accumulated sick leave.
- B. Instructional Assistants will be reimbursed for:
1. Any clothing (exempting hosiery) damaged in an assault or accident occurring in the course and scope of his/her employment, except where the Instructional Assistant's clothing is damaged due to his/her failure to wear appropriate protective clothing when usually expected.

Example: Acid burns in the laboratory where a rubber apron is not worn.

**MISCELLANEOUS**  
**ARTICLE XXI**  
**SAVINGS CLAUSE**

Should any provision of this Agreement, or the application of this Agreement to any member of the professional staff or Committee covered hereunder, be found to be contrary to Law, such provisions or application shall have effect only to the extent permitted by Law, or as provided for hereunder (see, for example, arbitration provisions), but all other provisions or applications of this Agreement shall continue in full force and effect.

**ARTICLE XXII**  
**SPECIALIZED PROGRAMS/DUTIES**

At the sole discretion of the Superintendent, unit members working in specialized programs and/or have specialized duties will be paid for an additional hour daily.

Specialized programs/duties shall refer to the following:

Any employee working in a substantially separate program where the students are out of the general classroom at least sixty percent (60%) of the day.

Any employee working with a medically fragile student where specialized feeding, toileting (post pre-school incontinence), or lifting of students is required.

Any employee who is required to regularly implement ABA or similar behavior interventions, as determined by administration, in their work with their assigned one-to-one, one-to-two student(s).

The Instructional Assistants working under the above circumstances will be entitled to one (1) additional hour of pay each day for taking on these specialized responsibilities.

**ARTICLE XXIII**  
**GENERAL**

- A. Each employee shall be provided safe and secure space in the building or classroom for storage.
- B. An employee desiring to leave school premises during the work day shall seek approval from the Principal.
- C. The School Committee recognizes the right of individuals to work and advance on the basis of merit, ability, and potential without regard to race, sex, color, disability, religion, national origin, gender identity, pregnancy, pregnancy related condition, sexual orientation, or age. Non-discrimination and equal opportunity are the policy of the School Committee in all of its employment programs and activities.
- D. It shall be a condition of employment that employees must meet and maintain all job description qualifications. CORI checks are required every three (3) years.

**ARTICLE XXIV**  
**DURATION**


This Agreement will become effective July 1, 2019 and will continue in full force and effect until June 30, 2022, except that the parties agree that on or before November 1, 2021, they will begin negotiations in an effort to reach an agreement on a contract effective July 1, 2022, and the terms of said contract shall remain in full force and effect until a successor agreement is reached. If agreement is not reached on said issues, either party may invoke such impasse resolving procedures as may be unilaterally requested, or seek resolution by such means as may be jointly requested, as now or may be hereafter authorized by law.

IN WITNESS WHEREOF, the parties hereto, acting through duly authorized agents or representatives, have hereunto set their respective hands and seals this 14<sup>th</sup> day of June, 2019.

**FRONTIER REGIONAL DISTRICT SCHOOL COMMITTEE**

By:   
\_\_\_\_\_  
Robert Halla, Chairperson

**FRONTIER REGIONAL TEACHERS ASSOCIATION**

By:   
\_\_\_\_\_  
Alison Walters, President

**APPENDIX A**  
**2019-2022 SALARY SCHEDULES**

**Unit C Instructional Assistants**

Step	HOURLY RATES		
	2019-2020	2020-2021	2021-2022
		2%	2%
*2	\$14.57	\$14.87	\$15.16
3	\$15.09	\$15.39	\$15.70
4	\$15.57	\$15.89	\$16.20
5	\$16.10	\$16.42	\$16.75
6	\$16.59	\$16.93	\$17.26
7	\$17.14	\$17.48	\$17.83
8	\$17.61	\$17.97	\$18.33
9	\$18.15	\$18.51	\$18.88
10	\$18.67	\$19.05	\$19.43
11	\$19.20	\$19.58	\$19.98

**Unit C Educational Support Nurses**

Step	HOURLY RATES		
	2019-2020	2020-2021	2021-2022
	1%	2%	2%
1	\$23.47	\$23.94	\$24.42
2	\$24.48	\$24.97	\$25.47
3	\$25.48	\$25.99	\$26.51
4	\$26.48	\$27.01	\$27.55
5	\$27.48	\$28.03	\$28.59
6	\$28.48	\$29.05	\$29.63
7	\$29.49	\$30.08	\$30.68
8	\$30.50	\$31.11	\$31.73
9	\$31.51	\$32.14	\$32.79
10	\$32.49	\$33.14	\$33.80

\*NOTE: Due to the elimination of a step, the new scale shall be steps 2-11. Employees will move one step effective July 1, 2019. For example, an employee on step 1 would move to step 2 on July 1, 2019.