

**SHARON SCHOOL COMMITTEE**

**and the**

**SHARON TEACHERS ASSOCIATION**  
**(INSTRUCTIONAL ASSISTANTS)**

**Sharon, Massachusetts**

Effective July 1, 2021 – June 30, 2024

**COLLECTIVE BARGAINING AGREEMENT**  
**July 1, 2021 – June 30, 2024**  
**SHARON SCHOOL COMMITTEE AND SHARON TEACHERS ASSOCIATION**  
**(INSTRUCTIONAL ASSISTANTS)**

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## **AGREEMENT**

### **Preamble**

Pursuant to the provisions of Section 2 of Chapter 150E of the General Laws of Massachusetts, this Agreement for the period July 1, 2021 through and including June 30, 2024, is made and entered into by and between the **SHARON SCHOOL COMMITTEE, Town of Sharon, Massachusetts** (hereinafter referred to as the School Committee ) and the **SHARON TEACHERS ASSOCIATION (INSTRUCTIONAL ASSISTANTS)** (hereinafter referred to as the STA), a bargaining unit of the Sharon Teachers Association, which latter Association is an affiliate of the Massachusetts Teachers Association and the National Education Association.

### **ARTICLE I (RECOGNITION)**

For the purpose of collective bargaining with respect to wages, hours and other conditions of employment, the negotiation of collective bargaining agreements and any questions arising hereunder, the School Committee recognizes the STA as the exclusive bargaining agent and representative of all Instructional Assistants.

Unless otherwise indicated, the employees in the above unit will be hereinafter referred to as the "Educators", and references will include the pronouns "they" or "their" where appropriate.

### **ARTICLE II (NEGOTIATIONS PROCEDURE)**

- A. Not later than October 1, of the school year during which this Agreement is set to expire, the School Committee agrees to enter into negotiations with the STA over a successor agreement in accordance with the procedure set forth herein in a good faith effort to reach agreement concerning Educators' wages, hours, and other conditions of their employment. Any agreement so negotiated will apply to all Educators and will be reduced to writing and signed by the School Committee and the STA.
- B. During the term of this Agreement, amendments may be added by mutual agreement of the parties. Any such amendment agreed upon by the School Committee and the STA will be reduced to writing, which shall be signed by the School Committee and the STA, and will become an addendum to this Agreement.

### **ARTICLE III (GRIEVANCE PROCEDURE)**

- A. **Purpose:** The purpose of the procedure hereinafter set forth is to produce prompt and equitable solutions to those problems which, from time to time, may arise and affect the conditions of employment of the Educators covered by this Agreement. The School Committee and the STA desire that such procedure shall always be as informal and confidential as possible.
- B. **Definition:** A "Grievance" is defined as a question or complaint involving the meaning, application, or interpretation of, or compliance with the terms and provisions of this Agreement. A matter which is not specifically covered by any provision of this Agreement is not a grievance under this Agreement.
- C. **Procedure:** Grievances will be processed in accordance with the following procedure:

**Informal Resolution:** The parties agree that as disputes may arise, the parties may try to resolve issues informally. Attempts at informal resolution of disputes shall not be considered grievances under this article. The informal resolution period will be limited to two (2) school days.

**Level One:** An Educator having a grievance, within ten (10) school days following the act, omission, or incident that gave rise to the alleged violation of this Agreement, or date of the affected Educator's first knowledge of said act, omission, or incident, will first discuss it with their Principal, either alone or with the STA's School Representative, with the objective of resolving the matter informally. The alleged grievance shall be submitted in writing, using the grievance form attached hereto Appendix C, at Level One.

In accordance with the requirement set out in section (C), Level One above, if, at the end of ten (10) school days following the act, omission, or incident that gave rise to the alleged violation of this Agreement, or the date of the affected Educator's first knowledge of said act, omission, or incident, the 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 thereof.

**Level Two:** If the grievance has not been disposed of to the satisfaction of the Educator under the preceding Level One, or if no decision has been rendered by the School Principal within five (5) school days after the presentation of the grievance, the Educator may file an appeal. The grievance appeal shall be reduced to writing, using the grievance form attached hereto Appendix C and presented to the Superintendent of Schools within (5) school days after disposition at Level One, and copies of said written grievance shall be presented to the Principal and the Chairman of the STA's Professional Rights and Responsibilities Committee (hereinafter called the STA's PR&R Committee or PR&R Committee). The Superintendent shall, within ten (10) school days thereafter, meet with the Educator and the President of the STA and/or Chairperson of the STA's PR&R Committee in an effort to settle the grievance, and the Superintendent shall give their written answer, using the grievance form attached hereto Appendix C; to the aggrieved Educator and the Chairperson of the PR&R Committee within ten (10) school days after said meeting.

**Level Three:** If the grievance has not been disposed of to the satisfaction of the Educator under the preceding Level Two, or if no decision has been rendered by the Superintendent within ten (10) school days after the Educator first met with the Superintendent, the Educator may, within five (5) school days after disposition at Level Two, notify the School Committee and the Chairperson of the STA's PR&R Committee in writing, using the grievance form attached hereto Appendix C, of their desire to have the grievance heard by the School Committee. The Committee shall meet with the aggrieved Educator and the STA's PR&R Committee within a period of time not to exceed ten (10) school days from the receipt of written notice in an effort to settle the grievance. The School Committee will give its decision in writing, using the grievance form attached hereto Appendix C, to the aggrieved Educator and the Chairperson of the STA's PR&R Committee within ten (10) school days after said meeting.

Once a grievance is presented at Level Three, no amendments may be made to the original grievance at Level Four without the mutual written agreement of the STA and the School Committee.

**Level Four:** If the aggrieved Educator is not satisfied with the disposition of their grievance at Level Three, or if no decision has been rendered within ten (10) school days after they have first met with the School Committee, they may within five (5) school days after disposition at Level Three request in writing, using the grievance form attached hereto Appendix C that the Chairperson of the STA's PR&R Committee submit their grievance to arbitration. The STA's PR&R Committee, shall, if it agrees to continue the grievance, notify the School Committee in writing, using the grievance form attached hereto

Appendix C, within ten (10) school days after receipt of the request by the aggrieved Educator of the intent of the PR&R Committee to submit the grievance to binding arbitration.

During the ten (10) school days after such notice to the School Committee, the School Committee and the STA PR&R Committee shall endeavor to agree upon a mutually acceptable arbitrator to hear and decide the case. If the parties are unable to agree upon an arbitrator within thirty (30) school days, either party may petition the American Arbitration Association or Labor Relations Connection for a list of five (5) arbitrators. The voluntary labor arbitration rules of the relevant authority shall apply to the proceeding. The parties shall determine by lot which of them shall strike first from the list of arbitrators submitted.

The arbitrator so selected will hear the case as promptly as possible and will issue their decision not later than twenty (20) school days from the date of the close of the hearing or within any extension of time which may have been mutually agreed upon between the School Committee and the STA's PR&R Committee. The arbitrator's decision will be in writing and will set forth their findings of fact, their reasoning, and their conclusions on the issue or issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is a violation of the terms of this Agreement. The decision of the arbitrator will be accepted by the parties to the dispute and will be final and binding. The fee and expenses of the arbitrator will be borne equally by the School Committee and the STA.

- D. It is important that grievances be processed as rapidly as possible; therefore, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The times may, however, be extended by mutual agreement. In the event a grievance is filed on such date 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 will be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as possible.
- E. No reprisals of any kind will be taken by any Member of the School Committee or Member of the Administration against any party in interest, any STA representative, any Member of the STA's PR&R Committee, or any participant in the grievance procedure by reason of such participation. In addition, no reprisals of any kind will be taken by any party in interest, any STA representative, any Member of the STA's PR&R Committee, or any participant in the grievance procedure by reason of such participation against any Member of the School Committee or person employed or associated with the School Department.

Nothing in this Article shall prevent the grievant or the STA from being represented by someone other than those specifically mentioned at the different levels.

- F.
  - 1. If, in the judgment of the STA's PR&R Committee, a grievance affects a group or class of Educators, the PR&R Committee may submit such grievance in writing, using the grievance form attached hereto Appendix C, directly to the Superintendent and the processing of such grievance will be commenced at Level Two as set forth in Section C above. However, if the PR&R Committee has not instituted grievance procedures within twenty (20) school days following the act, omission, or incident that gave rise to the alleged violation of this Agreement, or the date of any Educator's first knowledge of said act, omission, or incident, the grievance shall be deemed to have been waived. The STA's PR&R Committee may process such a grievance, whether

instituted by it, a group of Educators, or an individual Educator, through all levels of the grievance procedure even though an aggrieved Educator does not wish to do so.

2. Decisions rendered at Levels One, Two, and Three of the grievance procedure will be in writing, using the grievance form attached hereto Appendix C, and will set forth the reasons therefore and will be transmitted promptly to all parties in interest and to the Chairperson of the STA's PR&R Committee. Decisions rendered in arbitration proceedings will be transmitted to all parties in interest.
3. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel file of the participants.
4. For the purpose of facilitating the operation of the grievance procedure provided above this Article III, the Superintendent and the STA will jointly prepare forms to be used for filing grievances, serving notice, and taking appeals.

#### ARTICLE IV (SALARIES)

- A. Educators shall be paid biweekly. If any payday falls on a holiday, Educators shall be paid on the workday immediately preceding said holiday. Vacation and holiday pay will be computed and paid over the number of biweekly pay periods in the work year. The amount to be paid each payday will be determined by adding the number of days to be worked times the number of hours in each day to be worked times the hourly rate plus vacation and holiday pay divided by the number of paydays in the work year. Initial placement on the salary scale will be commensurate with years of relevant educational experience as determined by the Superintendent or their designee. Relevant educational experience is defined as working with children in an education setting under State sponsored curriculum guidelines.

##### Formula for Calculating Bi-Weekly Salaries

- (a) \_\_\_\_\_ Total number of workdays in work year  
+  
(b) \_\_\_\_\_ Number of paid holidays  
+  
(c) \_\_\_\_\_ Number of vacation days  
=  
(d) \_\_\_\_\_ Total number of days to be paid in work year  
(e) \_\_\_\_\_ Daily rate (hourly rate x number of work hours/day)  
(f) \_\_\_\_\_ Annual salary [(d) x (e)]  
(g) \_\_\_\_\_ Biweekly salary [(f)/21 or 26 (see options)]

#### B. Payment Options

Educators shall have three options for the payment of salaries:

1. Option 1: Educators may elect to be paid in twenty-six (26) installments, except that Educators assigned to the Autism Spectrum Disorder Program ASD shall be paid in twenty-six (26)

installments. The Educators total salary [see (f) above] shall be divided by twenty-six (26) if they elect to, or are required to be, paid in 26 installments. Payments shall be made at two (2) week intervals starting in August or September except for the ASDs whose payments begin in July.

2. Option 2: Educators may elect to be paid in twenty-one (21) equal installments from September through June.
  3. Option 3: Educators who choose Option 1 may elect to receive a lump sum payment of the remaining salary on the first pay date after the close of the work year by giving written notice of said option by April.
  4. An Educator's unpaid missed work time during a pay period will be deducted from that pay period.
- C. In the event the employment of an Educator is terminated prior to the end of the work year, vacation and holiday pay to which the Educator is not entitled shall be deducted from monies due. Any balance remaining shall be deducted from the Educator's final paycheck.

All Educators will receive data sheets yearly based on those received by teachers.

- D. Effective July 1, 2015, the hourly wages of all persons covered by this Agreement shall be as set forth in Appendix A
- E. Effective with this Agreement, Educators in good standing who are not at maximum step of the applicable wage scale shall advance one (1) step on July 1, 2015 and on July 1<sup>st</sup> of each following year that they are employed in the Sharon Public Schools. For Purposes of this Article, employment for five (5) months or more in a school year shall be considered employment for such year.

## **ARTICLE V (WORKDAY, WORK WEEK, WORK YEAR)**

### **A. Work Year**

1. The Work year for Educators shall be 182 days, represented by 180-school, plus two (2) days immediately preceding the return of students at the start of the school year, plus up to three (3) additional days for professional development.
2. Notice to Educators of the non-school days established for Educators' professional development shall be provided by the Superintendent to Educators no later than May 31st for the following fiscal year (July 1 through June 30).
3. The Superintendent may schedule the professional development days within the 5 day period (excluding weekends and holidays) in August and/or September that immediately precedes the return of students to school at the start of the school year, and/or within the three (3) day period (excluding weekends) in June that immediately follows the last day of the students school year, except that the total number of professional development days shall not exceed three (3), and except that no professional development days shall be scheduled later than June 30th following the end of any school year.

4. Educators who do not attend the scheduled professional development days shall not be paid for those days, and Educators may not use accrued paid leave to obtain compensation for those days if they are absent.
5. Educators that work in the Extended School Year Program (“ESY”) during the summer shall be paid according to their current step in Appendix A under the Instructional Assistant in a Specialized Program salary schedule for all hours worked.

**B. Work Day**

Instructional Assistants will be paid for all hours worked.

A thirty (30) minute continuous duty-free lunch period without pay will be provided to Educators. During the lunch period, the Educator may leave the building after notifying the school office.

The School Committee shall pay High School Instructional Assistants who currently work 6 hours per day for 6 hours and five minutes per day, and such Instructional Assistants will adjust their daily start time to coincide with the start time of students at the High School.

**C. Extended School Year Program**

Extended school year (“ESY”) opportunities for Instructional Assistants will be posted annually no later than April 1st of the school year. Summer work positions will be filled by May 1st in this order based on the following criteria:

1. The District will survey Instructional Assistants to determine who is interested in participating in the ESY program.
2. From the list of interested Instructional Assistants, the District will then determine whether any of the Instructional Assistants currently work or have previously worked with students in the ESY program. And positions will be filled based on seniority within the interested group that either currently work or have previously worked with students in the ESY program.
3. Following the assignment of Instructional Assistants to students whom they currently work with or have previously worked with, the District will make the remaining assignments on a random basis to best fulfill student needs.

**ARTICLE VI (EMPLOYMENT)**

- A. Educators with previous work experience in the Sharon School system will, upon returning to the system, receive full credit on the salary schedule for all experience.
- B. Previously accumulated unused sick leave days will be restored to all returning Educators on the condition that the Educator returns to the employ of the Sharon School Department within five (5) years of the date they were most recently employed by the School Department.



## **ARTICLE VII (WORK ASSIGNMENT)**

- A. As soon as practicable, Educators will be notified in writing of any changes in their assignment for the coming work year, including the schools to which they will be assigned and the nature of the assignment. Subsequent changes may be made because of changes in enrollment, staff turnover, and program exigencies. Educators will be notified immediately in writing of such changes.
- B. To the extent possible, changes in assignments will be voluntary.
- C. Assignments will be made without regards to race, creed, color, religion, national origin, gender, age, sexual orientation, disability, or marital status.
- D. When an Educator is assigned to work as a special or regular education teacher for a period less than a full day, the Educator will receive their hourly rate of pay plus an additional amount of five dollars (\$5.00) per hour or any portion of an hour.

When an Educator is assigned to work as a special or regular education teacher for a full day, thereby replacing the regular teacher, the Educator will receive their hourly rate plus an additional amount of \$30.00 per day or the regular substitute teacher rate, whichever is greater. This rate shall apply during the first twelve (12) consecutive work days of the Educator's assignment. During long-term absences that require the Educator to work in this capacity, on the 13th consecutive day the differential compensation rate shall be increased to \$40.00 per day. When an instructional assistant is substituting, they shall remain an educator of the bargaining unit and shall maintain all bargaining unit benefits such as, but not limited to, seniority, leaves of absence, insurance benefits, etc.

- E. Educators are not required to provide After Care services to Sharon Community Education. On Early Release Days Educators will be assigned to either (1) participate in school-based or relevant district-wide professional development as designated by the Superintendent or the Director of Student Services, or their designee, or (2) remain at Educators' assigned schools and complete such work as may be assigned by the Principal, or the Director of Student Services; such as data entry for teachers, preparation for the next day, attend meetings, training or professional development, assisting their classroom teachers as needed or other tasks to meet student needs.

## **ARTICLE VIII (TRANSFERS & VACANCIES)**

- A. When transfers are deemed necessary by the Superintendent, qualified volunteers will be transferred first if consistent with the needs of the School Department.
- B. In determining the order in which transfers are made under this Article, the School Department shall consider only the following factors in effecting the transfers of Educators working within a discipline, as such disciplines are categorized in Article XII of this Agreement:

Seniority as defined by the total number of continuous years, months, and days of employment within the bargaining unit, within the Sharon School Department, plus any period(s) of paid and/or unpaid leave authorized by the Superintendent;

- The Educator's professional training, education, and license;
- The Educator's performance evaluations,
- The Educator's experience within the discipline and within the classification; and,
- The needs of the School Department.

In the event that two or more Educators are, in the judgment of the School Department, deemed to be substantially equal on the basis of factors bulleted above, seniority shall prevail with the least senior Educator being transferred first. If all factors are equal, a lottery will determine the transfer order.

- C. Educators desiring a transfer will submit a written request to the Superintendent stating the assignment preferred. Such request must be submitted between September 1 and April 15 of each school year to be considered for the next school year. All requests will be acknowledged in writing.
- D. Whenever a new position or any vacancy in a bargaining unit position occurs in a school year, it will be adequately publicized by the Superintendent by means of the Departments website and electronic bulletin board as far in advance of the appointment as possible. Any Educator interested in any vacancy that may occur during the months of July and August shall leave their name prior to that time at the Office of Human Resources. The Superintendent's Office will notify those Educators who have declared their interest. In both situations the qualifications for the position, its duties, and the closing date for filing application will be clearly set forth.
- E. All qualified Educators will be given adequate opportunity to make application for such position, and the School Committee in filling the vacancy shall give due weight to the factors listed in subsection (B) above.
- F. Administration retains the discretion to fill vacancies with Educators who meet the minimal requirements of the vacancy, on the condition that in the case of an involuntary transfer the Educator's pay shall not be reduced because of the transfer to the vacancy; but that in the case of an Educator's voluntary transfer to a vacant position, the Educator would accept the same-step pay associated with that position, even if it is lower than the Educator's current pay.

#### **ARTICLE IX (INSTRUCTIONAL ASSISTANT EVALUATION)**

The purpose of evaluation is to recognize and improve the effectiveness of individual Instructional Assistants through a continuous exchange of information between the person being evaluated and the evaluator. Evaluations should place a major emphasis on assisting the educator to achieve professional growth consistent with the philosophy, goals, and objective of the Sharon Public Schools.

All Instructional Assistants shall be evaluated in accordance with the following guidelines and procedures:

- A. All observation of the work performance of an educator will be conducted openly and with full knowledge of the educator.
- B. The use of the public monitoring systems (e.g. building cameras) or any other audio-visual devices shall be strictly prohibited as evaluation instruments.
- C. Instructional Assistants will be evaluated annually by their evaluator. The evaluation report will be provided no later than May 25<sup>th</sup> of each school year.

- D. Educators will have the right to discuss such report with their evaluator within ten (10) school days of receipt of the evaluation report.
- E. An educator will have the right, upon request, to inspect the contents of their personnel file. No material derogatory to an Educator's conduct, service, character or personality shall be placed in their personnel file by an Administrator unless the Educator has had an opportunity to review the material. The educator shall have the right to submit a response to the statement. The educator's response shall also be included in the file.
- F. Both the evaluator and the Educator will sign each evaluation report. Said educator signature will in no way indicate concurrence with the report but merely indicate that said educator has seen the report. The educator has the right to submit written statements of agreement/disagreement which will be attached to the evaluation report. Any such statement will be submitted to the evaluator within ten (10) school days of the educator receiving the evaluation report.
- G. Formal evaluations will be conducted by the evaluator in a classroom setting, or primary work location of the educator. Should an educator be assigned to a specific student, their primary work location shall constitute the classroom or setting where they are providing services to the student.
- H. Evaluations will be conducted by a building administrator. In no case will evaluations be conducted by teachers. Educators will be notified of their evaluator assignment no later than October 1<sup>st</sup> of each school year.
- I. The educator may request an additional evaluation or observation by a designated evaluator. Said evaluation or observation will be considered in conjunction with other evaluations.
- J. Any written complaint, or complaint which the employer intends to investigate further, or which may lead to discipline regarding an Instructional Assistant, made to any member of the Administration by a parent, student, or other person will be promptly called to the attention of the Instructional Assistant within five (5) working days.
- K. STA recognizes the authority and responsibility of the Principal for disciplining or reprimanding an educator for delinquency of job performance. If an educator is to be disciplined or reprimanded by a member of the Administration, the educator will be entitled to have a representative of the STA present.
- L. No educator will be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause.
- M. Educators will be evaluated using the following ratings: Exemplary, Proficient, Needs Improvement, and Unsatisfactory. For any rating of Needs Improvement or Unsatisfactory, written evaluator comments are required and a written improvement plan noting the reason(s) for the rating and strategies for improvement must be developed. Said plan is to be developed by the evaluator within fifteen (15) school days of the evaluation report being delivered to the educator. Progress on any such improvement plan is to be noted in subsequent evaluation(s).
- N. Evaluation of all educators shall be made in conformity with the criteria and instrument set forth in Appendix B of this Agreement.

## ARTICLE X (PAID LEAVE/TEMPORARY LEAVES OF ABSENCE/SICK BANK)

### Paid Leave

#### A.

1. Educators will be entitled to seventeen (17) sick leave days each school year as of the first official day of said school year, whether or not they report for duty on that day. Educators appointed during a school year shall be entitled to sick days prorated to one and seven-tenths ( $1\frac{7}{10}$ ) sick leave days for each month or major fraction thereof for which they have been hired as of the effective date of their contract, whether or not they report for duty on that day. Sick leave days are for personal illness/injury and reasons outlined in Section D below.
2. Educators will be entitled to three (3) personal leave days each school year as of the first official day of said school year accumulative to four (4) personal days, whether or not they report for duty on that day. Educators appointed during a school year shall be entitled to personal days prorated for each month or major fraction thereof for which they have been hired as of the effective date of their contract, whether or not they report for duty on that day. Personal days are for personal matters which require absence during school hours. If an Educator has any unused personal days at the close of the work year, one (1) such day shall be rolled over into the following work year (see section A (2), sentence 1, above), and the remainder will be added to the Educator's accumulated sick leave.

- B. Unused sick leave days may accumulate from year to year up to a maximum of 180 days. At the time of the Educator's retirement or death, the Educator or their estate shall be compensated for accrued but unused sick leave days at the rate of \$35.00 per day up to the maximum of 180 days.

- C. All unused sick leave days accumulated prior to the effective date of this Agreement shall be credited to each Educator, up to a limit of one hundred and eighty (180) days.

- D. In addition to an Educator using Paid Leave for personal illness or injury, an Educator's Paid Leave may be utilized for the following purposes:

1.
  - (a) One (1) sick and/or personal leave day each time an emergency illness or injury in the family requires the Educator to make arrangements for unforeseen and necessary medical and nursing care;
  - (b) A maximum of three (3) sick and/or personal leave days per school year for critical (i.e., immediately life-threatening) illness in the Educator's immediate family; and,
  - (c) Up to five (5) sick and/or personal leave days on each occasion in the event of serious illness or medical condition (not immediately life-threatening but substantially affecting one of the following) of an Educator's spouse, child, son-in-law, daughter-in-law, parent, parent-in-law, grandparent, sibling, grandchild, or other Educator of the immediate household, when that illness or condition requires the Educator's bedside or household attention.
  - (d) Any other reason approved by the Superintendent.
2. Up to forty (40) sick and/or personal leave days, pursuant to Chapter 149, Section 105D of the General Laws, for a pregnancy-related disability, provided that certification of the actual period of disability has been submitted to the Superintendent of Schools by the Educator's physician.

3. (a) Up to three (3) personal leave days per year for,
  - (1) Religious observances;
  - (2) Legal proceedings not related to School Department matters if an Educator is compelled by legal process to be present at such proceedings;
  - (3) Business matters; or,
  - (4) Household matters.
- (b) Paid leave under subsection (3)(a) immediately above shall not be used to excuse an Educator's absence on the day before or the day after the schools are closed for a holiday, vacation, or long weekend period.
- (c) Exception to subsection (3)(b) above may be permitted by the Superintendent, but only in the case of a wedding or high school/college graduation in the Educator's immediate family, legal/judicial process, or an Educator's observance of a religious holy day when such holy day falls immediately before or after schools being closed for the reasons stated above.
- (d) Educators who request the Superintendent's approval under subsection (3)(c) above must submit their request for approval in writing at least one (1) month in advance of the anticipated leave date. The Superintendent, exercising discretion based upon the needs of the School Department, may either allow or deny the Educator's request. Should the Superintendent approve such request for an Educator who has exhausted (or who is deemed likely to exhaust) the Article X(A)(2) allowance of Paid Leave provided in any one school year, the Educator's Paid Leave account shall be charged two (2) days for each day so approved.
4. Educators who have perfect attendance (no sick leave and no personal leave of any kind) over the course of a school year shall be paid one hundred twenty-five (\$125) dollars within thirty (30) days following the end of each school year, which amount will not subsequently be added to the Educator's base pay.
5. Unit Educators who are absent for sick leave for five (5) or more consecutive days in a year, or in an atypical or excessive pattern, should be prepared to present evidence satisfactory to the Superintendent justifying the use of sick leave. Nothing in this provision or any other provision of this Agreement shall be construed to impair the Employer's authority to investigate potential misuse of any leave provision of this Agreement.

#### Temporary Leaves of Absence

- E. In addition to the leave allowances recognized above, an Educator is permitted to take leave under the following circumstances:
  1. Five (5) consecutive days of leave at the Educator's discretion on any one occasion in the event of a death of an Educator's spouse, child, parent, sibling, grandparent, grandchild, son-in-law, daughter-in-law, parents-in-law, or any other person in the Educator's immediate household. An Educator will be granted one (1) day of leave in the event of the death of the Educator's brother-in-law, sister-in-law or their spouse's grandparent, uncle, aunt, niece, or nephew, unless said relative is a part of the Educator's immediate household, the Educator will be entitled to the aforesaid five (5) days.

2. Up to one (1) day of leave for the purpose of the Educator's visiting other schools or attending meetings or conferences of an educational nature, provided the Superintendent has consented in advance to the date requested for such leave. At the discretion of the Superintendent and in consultation with the Building Principal, an increase in the number of profession-related leave days may total two (2) in any given school year. Such absence(s) shall not be charged against an Educator's accrued Paid Leave.
  3. Time necessary for the Educator's appearance in any legal proceedings connected with their employment and/or with the Sharon School Department. Such absence(s) shall not be charged against an Educator's accrued Paid Leave.
- F. Pay for leaves not covered by this Agreement shall be deducted at the rate of one full day's pay for each day of approved absence, based upon the total hourly rate on the date of leave. Absences for such leave must have prior written approval from the Superintendent.
- G. Educators who serve on jury duty will be paid the difference between compensation received for such duty and their customary daily rate of pay.
- H. Requests by Educators to use Paid Leave for reasons other than those listed above may be approved by the Superintendent in their discretion.

#### Sick Leave Bank

- I. Effective September 1, 2009, each Educator shall contribute one (1) day of Paid Leave to the Sick Leave Bank, which contributed days will constitute the initial number of days allocated to the Sick Leave Bank.

The Sick Leave Bank shall be available for use by eligible Educators of the bargaining unit covered by this Agreement, who have exhausted their own Paid Leave and who have a serious illness.

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

Upon the expiration of the thirty (30) day period referenced immediately above, an Educator's entitlement to additional days from the Sick Leave Bank may be extended by the Sick Leave Bank Committee upon demonstration of need by the applicant.

The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of two (2) members designated by the STA and two (2) members designated by the Superintendent. The Sick Leave Bank Committee shall determine the eligibility for the use of the Bank and the amount of leave to be granted, and any other rules or regulations, not contrary to this Article, necessary for the proper administration of the Bank. The following criteria shall be used by the Committee in administering the Bank and in determining eligibility and amount of leave:

1. Adequate medical evidence of serious illness
2. Prior utilization of all eligible leave for such serious illness.

If the contributed days to the Sick Leave Bank are exhausted; the Bank shall be renewed by the contribution of one (1) additional day of Paid Leave by each Educator. Such additional day will be deducted from the Educator's 18 days of Paid Leave. The Sick Leave Bank Committee shall determine the time when it becomes necessary to replenish the Bank. If an Educator does not have a Paid Leave day

(annual or accumulated) to donate to the Bank, such fact shall not automatically disqualify the Educator from use of the Bank.

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

#### **ARTICLE XI (EXTENDED LEAVES OF ABSENCE)**

- A. Parental Leave is a leave of absence granted to all Educators in accordance with MGL ch. 149, Section 105D. Educators shall be entitled to eight (8) weeks of parental leave for the purposes of (1) the birth or placement of a child under the age of 18, or under the age of 23 if the child is mentally or physically disabled; and (2) for adoption with the Educator who is adopting is intending to adopt a child. Educators may use any accrued time (sick leave, personal leave, or vacation time) for the purpose of recovering from complications of pregnancy, and/or childbirth. Educators may use accrued personal or vacation time for parental leave time that is not for medical purposes. A copy of this law will be posted in each building by the Employer.
- i. For parental leave, an educator shall notify the Superintendent at least three (3) months in advance, in writing, of intentions concerning the leave. Such leave will begin at a time that is reasonable to both parties and in the best interest of the school system. When applying for parental leave, an educator may also apply for childcare leave.
  - ii. Upon return from leave, an educator will be considered as if they were actively employed by the Committee during the leave and will be placed on the salary schedule at the level they would have achieved had they not been absent.
- B. Childcare Leave is an unpaid leave of absence granted to all educators for the purpose of adopting a child or caring for a child.
- i. Up to two (2) years of said leave will be granted to all educators.
  - ii. Such leaves will begin and end at a time that is reasonable to both parties and in the best interest of the school system.
  - iii. Upon return from leave, all benefits to which the educator was entitled before the leave will be restored. Upon return from leave, an educator will be placed on the next highest step on the salary schedule from that which the leave was taken, provided all other requirements have been met, and that during the school year in which the leave began, more than ninety (90) school days have been worked. In the event that less than ninety (90) school days have been worked in the school year prior to the leave, the educator will return to the same step on the salary schedule.
- C. A leave of absence without pay of up to one (1) year will be granted for the purpose of caring for a sick member of the Educator's immediate family. Additional leaves may be granted at the discretion of the Superintendent. An educator on leave for at least one (1) school year will notify the Superintendent, in writing, by the April 1st next prior to the scheduled return to active employment, of their intent to return to active employment for the next school year. The Superintendent or their designee will notify such Educator of such requirement when the leave is approved. Failure of an educator to timely respond to such notice shall indicate that the educator does not intend to return to the school system.

- D. All benefits to which an Educator was entitled at the time their leave of absence under this section commenced, including unused accumulated Paid Leave will be restored to them upon their return, and they will be assigned to the same position which they held at the time said leave commenced, if available, or, if not, to a substantially equivalent position.
- E. Any Educator on an extended leave of absence on April 1 of any school year must notify the Superintendent of Schools in writing prior to that April 1 if they intend to return to active service the next school year. All requests for extensions or renewals of leaves will be applied for and answered in writing prior to April 1.
- F. All Educators shall receive such benefits and entitlements under the Family and Medical Leave Act of 1993, as most recently amended. All IA's who will not meet the eligibility criteria outlined in the statute, the School Department agrees eligibility criteria will be met when an Educator reaches twelve (12) months of continuous employment and 1,000 hours of work.

## ARTICLE XII (REDUCTIONS IN FORCE)

- A. The School Department retains the right to determine the number of bargaining unit positions which are needed in the school system. It also retains the right to determine the employees to be laid off in accordance with the procedures and standards set forth below.
  - 1. Before any Educators are laid off, an attempt will be made to meet the necessary reduction in the number of bargaining unit positions through normal attrition. An IA who is laid off may opt to forego the "bumping" process and accept a layoff.
  - 2. In determining the order in which Educators will be laid off, the School Department shall consider only the following factors equally, in reducing the number of Educators working within the affected program in the affected building:
    - Seniority as defined by the total number of continuous years, months, and days of employment within the bargaining unit, within the Sharon School Department, plus any period(s) of paid and/or unpaid leave authorized by the Superintendent;
    - The Educator's professional training, education, and license;
    - The Educator's performance evaluations,
    - The Educator's experience within the classification; and,
    - The needs of the School Department.

In the event that two or more Educators are, in the judgment of the School Department, deemed to be substantially equal on the basis of factors bulleted above, seniority shall prevail with the least senior Educator being laid off first. If all factors are equal, a lottery will determine the layoff order.

- 3. For purposes of this Agreement, a seniority list shall be established by the School Department by October 1 of each school year and forwarded to the STA. Should an individual choose to challenge the accuracy of the seniority list, written notice shall be sent to the Superintendent



within thirty (30) days of receipt by the STA. If the STA and the Administration are unable to resolve the challenge within (20) days of receipt of the challenge, the matter may be submitted to expedited arbitration within five (5) days.

- B. An IA who has been laid off may move into the position of a less senior IA in an equal or lower classification.
- C. The School Department shall make every effort to notify an Educator affected by a reduction in force by April 30 and in no event, later than June 1 of the school year preceding the school year in which the reduction is to be affected. An IA who is scheduled to be laid off during the year, prior to April 30, will be provided at least ten (10) days' notice.
- D. Educators who are laid off shall, for twelve (12) months after the effective date of layoff, retain recall rights and will only be notified to fill those vacancies and new positions for which they are qualified and eligible. Laid off Educators who are recalled under this section shall be credited upon their recall with such seniority as they had been credited with prior to the layoff.
- E. During their recall period, Educators who have been laid off shall be notified of all IA positions. Such notice will be sent by email from the Superintendent's Office to the eligible Educator's provided email account. Failure to accept an offer of employment according to the provisions of this Article within eighteen (18) calendar days from the date of email notification to the Educator shall terminate the Educator's recall rights.
- F. Educators recalled after layoff under this Article shall be placed on that step of the salary schedule which is one step higher than the one on which they were at the time of their last day of active service prior to being laid off. Also, such Educators shall carry over only that Paid Leave which was credited to them at the time of their last day of active service prior to being laid off.
- G. To the extent permitted by law and subject to the limits of the Town's insurance policy, any Educator laid off shall be continued during their recall period in the Town's hospitalization and insurance plan on such terms and to the extent allowed by the Federal COBRA law, notice of which shall be provided to the Educator by the School Department.
- H. An IA who is displaced into a lower classification as a result of reduction in force shall not suffer a loss in rate of pay will be held at that rate of pay until such time as their new rate and step may overtake it.

#### **ARTICLE XIII (PROFESSIONAL DEVELOPMENT & IMPROVEMENT)**

- A. The School Committee will pay the fee incurred by Educators who attend workshops, seminars, conferences or other professional improvement sessions at the request of, or with the advance approval of, the Superintendent or their designee.
- B. On Early Release Days, relevant professional development will be provided on at least three (3) early release days each year in addition to the annual district-wide professional development day. Educators

will be required to attend all professional development.

- C. Educators may apply for tuition reimbursement from the district's Professional Advancement Fund to pay for college level courses from an accredited college or university up to \$600.00 per school year not to exceed \$1,200.00 per year (excluding fees, books and supplies). Eligible courses are those that directly lead to teacher certification. Courses with pass/fail grading shall not be reimbursed, nor shall any course in which Educator receives a grade of lower than B-. Prior written approval by the Superintendent or designee of reimbursable courses is required.
1. Each request will be fulfilled on an equal dollar basis subject to the exhaustion of the Professional Advancement Fund.
  2. All course work must be completed during the current fiscal year (July 1-June 30).

Applications can be obtained from the Human Resources Department and will be reviewed on a first come/first served basis. Documentation of tuition payment and course transcript must be submitted prior to reimbursement being dispersed. Payments for approved course reimbursements shall be made twice per fiscal year (December and June.)

- D. The School Committee shall provide necessary professional development opportunities/activities to Educators in order to meet the needs of the students they serve as determined by the Director of Student Services and/or the Building Principal.

#### **ARTICLE XIV (PROTECTION)**

- A. Educators will immediately report in writing all cases of assault suffered by them in connection with their employment to the Superintendent of Schools.
- B. Such reports will be forwarded to the Committee, which will thereafter comply with any reasonable request from the Educator for information in its possession relating to the incident or the persons involved and will act in appropriate ways as liaison between the Educator, the police, and the courts.
- C. The Committee will indemnify at all times during the term of this Agreement every Educator who incurs personal financial loss and expenses arising out of claims made against the Educator in connection with the Educator's employment with the School Department, including legal fees and costs related to the Educator's or another person's bodily injury, including those incurred losses, fees, expenses, and costs arising out of claims of corporal punishment, property damage, personal injury, and/or wrongful acts, as such terms and phrases may be defined in any applicable comprehensive general liability policy, subject to the exclusions, conditions, and limits of liability in said policy and any renewals or substitutions thereof, and for wrongful acts, as defined in the Board of Education policy and any renewals or substitutions thereof. Notwithstanding anything contained herein, no Educator shall be indemnified under this Agreement for their violation of any civil rights of another person if it is established that the Educator acted in a grossly negligent, willful, or malicious manner.

D.

1. In the event of an accident involving an Educator arising from their employment with the School Department, the Educator shall submit a written report to the Superintendent citing particulars of time, place, and circumstances thereof and the names and addresses of the injured and of available witnesses.
2. If a claim by another Educator or other third person is made or a suit is brought against the Educator for acts or omissions arising from the Educator's employment with the School Department, the Educator shall immediately forward to the Superintendent every claim, demand, notice, summons, and other process received by them.
3. The Educator shall cooperate with the Town and/or School Department's insurance company in connection with any claim made against the Educator and/or School Department arising from the Educator's employment with the School Department. The Educator shall assist, upon the request of the insurance company, and/or the School Department or Town of Sharon, in the defense against such suits; in enforcing any rights of contribution or indemnity that the insurance company and/or the School Department or Town of Sharon might have in connection with the asserted claim(s); shall attend hearings and trials related to such asserted claims at the request of the insurance company and/or School Department or Town; and shall lend assistance to the insurance company, School Department and/or Town in connection with the asserted claims in any other reasonable way.

- E. Whenever an Educator is absent from school as a result of personal injury caused by an accident or an assault occurring in the course of their employment, they will be paid their full salary (less the amount of any worker's compensation award made for temporary disability due to said injury) for the period of such absence, and no part shall be deducted from the Educator's Paid Leave.

#### **ARTICLE XV (INSURANCE AND ANNUITY PLAN)**

Educators employed by the School Committee shall be covered by an insurance program, the benefits of which program shall be consistent with the insurance provided by the Town of Sharon. For Educators hired on or before July 1, 2007, an 80/20 allocation will exist between Town and Educator of monthly insurance premiums, with designated co-pays; for Educators hired after July 1, 2007, a 70/30 allocation will exist between the Town and Educator of monthly premiums, with designated co-pays.

#### **ARTICLE XVI (DEDUCTIONS)**

- A. The School Committee shall require as a condition of an Educator's employment the payment on or after the thirtieth day following the beginning of such employment or the effective date of this Agreement, whichever is later, an agency service fee which shall be commensurate with the cost of collective bargaining and contract administration as certified annually by the STA to the Committee. Such agency fee payment shall be made in accordance with the dues payment schedule available to Members of the STA.

The parties acknowledge that the above-referenced language will not be enforced while the Janus decision remains in effect.

- B. The School Committee agrees to deduct from the salaries of its employees dues for the Sharon Teachers Association, Massachusetts Teachers' Association and National Education Association, and monies for tax-sheltered annuities requested by employees consistent with the written instructions and legal authorizations of Educators or of the MTA and/or NEA acting on behalf of Members; and to transmit the monies promptly to the Treasurer of the Sharon Teachers Association (acting on behalf of the STA) or to the appropriate agent, provided that new applications for tax-sheltered annuities are made by the first Monday in October of each school year. Subject to the continued approval of the Town Treasurer, requests for changes in existing tax-sheltered annuities shall be made by the first Monday of November or by the first Monday of February of each contract year.

Educator authorization for deductions will be in writing in the form set forth below:

DEDUCTION AUTHORIZATION CARD	
NAME:	_____
ADDRESS:	_____
<p>I hereby request and authorize the Sharon School Committee to deduct from my earnings and transmit to the Treasurer of the Sharon Teachers' Association, for the benefit of the Sharon Teachers Association Instructional Assistants an amount sufficient to provide regular payments of the Membership dues as certified by said treasurer in accordance with the schedule submitted by him and to the proper agent for the deduction listed below. I understand that the Committee will discontinue such deductions for any school year only if I notify the said Committee through the treasurer in writing to do so not later than September 15 of that year for dues and at least one month in advance for annuity deductions. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization and relieve the School Committee and all of its officers from any liability therefor.</p>	
Date	_____
Signature	_____
<p>I hereby authorize the deduction of</p>	
<p>To be paid as monthly annuity payments to _____</p>	

- C. The Treasurer of the Sharon Teachers Association will certify to the Committee, in writing, the current rate of Membership dues. The Treasurer will give the Committee thirty (30) days written notice prior to the effective date of any change in the rate of Membership dues.
- D. Deductions will be made in accordance with a schedule submitted by the Treasurer of the Sharon Teachers Association on behalf of the STA. The Committee will not be required to honor for any deduction any authorizations that are delivered to it later than one (1) week prior to the distribution of the payroll from which the deductions are to be made.
- E. No later than September 30th of each year the STA will provide the Committee with a list of those employees who have voluntarily authorized the Committee to make deductions from their salaries. The STA will notify the Committee monthly of any changes in said list. Any Educator desiring to have the Committee discontinue deductions for dues they previously authorized must notify the STA by September 15th of each year for that school year's dues deduction and at least one (1) month prior to the time they desire annuity deductions to be discontinued.

#### **ARTICLE XVII (VACATION DAYS AND HOLIDAYS)**

- A. Instructional Assistants who complete one full year of active employment will be entitled to ten (10) days' vacation pay which shall be computed into the salary payment schedule. Assistants employed after the first work day of the contract year will not be entitled to vacation pay regardless of the total number of days worked that year. Any Instructional Assistant with ten (10) full years of continuous service in the bargaining unit will be entitled to fifteen (15) days of vacation pay.

All vacation time shall be taken either during regular summer recess or during the scheduled school vacations. Any requests for unpaid vacation leave beyond the leave allowed as above shall be submitted by the Educator to the Superintendent and must be approved in advance and in writing by the Superintendent.

- B. Educators will not be required to work on the following holidays but will receive pay for a full work day at their prevailing hourly rate on that date.

Labor Day	Christmas Day
Indigenous Peoples Day	New Year's Day
Veterans Day	Dr. Martin Luther King, Jr. Day
*Day before	Presidents Day Patriots Day
Thanksgiving	Memorial Day
Thanksgiving Day	Juneteenth
Day after Thanksgiving	

\*The day before Thanksgiving will be a holiday unless the School Department establishes it as a school day.

In addition, Instructional Assistants whose contracts include summer work will be paid for July 4<sup>th</sup> Independence Day.

#### **ARTICLE XVIII (GENERAL)**

- A. There will be no reprisals of any kind taken against any Educator by reason of their Membership in the STA or participation in its activities, or against any School Committee Member or person associated with School Administration by reason of their position or association.
- B. Educators will be entitled to full rights of citizenship as provided in the Constitution of the United States and the Commonwealth of Massachusetts, and no religious or political activities of any Educator or the lack thereof will be grounds for any discipline or discrimination with respect to the professional employment of such Educator.
- C. Copies of this Agreement will be available to Educators by means of its posting in the School Department's electronic Forms folder.
- D. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions of the Agreement will continue in full force and effect.
- E. The Committee and the STA agree that they will take all steps necessary for compliance with the terms and provisions of this Agreement and necessary for the effectuation of this Agreement.
- F. A notice will be distributed to Educators during the life insurance enrollment period informing them of the optional life insurance program available to them through the School Department and Town of Sharon.
- G. Contact Information. The employer shall (a) provide to the STA the name, job title and work location(s) of each new hire in the bargaining unit within a week in a weekly report and (b) provide the Association with all of each new hire's personal contact information on file with the district. The employer will not release any personal contact information of any employee to any third parties unless required by law or court order and (c) send a monthly report to the STA outlining the changes in status and work location. For the purposes of this article, status will be defined by events such as retirement, leave of absence, termination, resignation, job classification, title and promotion.
- H. The employer shall make payroll deductions and remit such deductions to the STA in accordance with the terms set forth in the authorization signed by the employee and G.L. c.180, § 17A. A copy of each employee's authorization shall be maintained in their personnel file. The employer will immediately inform the Association whenever an employee notifies the employer that they wish to revoke the authorization to deduct dues via payroll.
- I. Staff should conduct themselves with due regard for professional and personal ethical and moral norms and should not engage in any conduct that: 1. harms or threatens harm to another person either directly or indirectly (including the use of social media to do so), or 2. may reasonably cause the Sharon Schools embarrassment or disrepute.

#### **ARTICLE XIX (CLASSIFICATION OF EDUCATORS)**

- A. Educator classification shall be based on the program to which the IA is assigned. In so doing, the needs of the relevant educational program or student(s) shall be determined by the School Department

administration. All Educators, however classified, shall be responsible for monitoring or supervising children in a learning environment under the supervision of a certified teacher or administrator.

**B. Instructional Assistant in a Specialized Program**

(1) Works in a sub-separate program

(2) Workday shall be no longer than a teacher's usual work day, consistent with building hours, and the needs of the assigned program. At the beginning of each school year, the District shall provide each Educator with exact working hours. In the event the foregoing circumstances may impact an Educator's working hours, said working hours shall not be affected and the District will identify other related job tasks to ensure the Educator completes their assigned working hours.

(3) Provides general support to a certified teacher; and

(4) Work is subject to the direction of a certified teacher.

**C. Instructional Assistant**

(1) Workday shall be no longer than a teacher's usual work day;

(2) Works with small groups of children in a general education classroom, a special education classroom or in one-to-one student support;

(3) Provides general support to a certified teacher; and

(4) Work is subject to the direction of a certified teacher.

**ARTICLE XX (LONGEVITY)**

Educators who have completed active, continuous employment with the District shall receive additional compensation as detailed in the table that follows. Employment for five months or more during an Educator's year of hire shall be considered school year one (1).

At the completion of school years 5,6,7,8,9	\$400
At the completion of school years 10, 11, 12, 13, 14	\$500
At the completion of school years 15, 16, 17, 18, 19	\$700
At the completion of school years 20 and beyond	\$1,100

The longevity amounts listed above shall be paid out as a lump sum no later than November 1<sup>st</sup> following the school year during which the longevity payment is earned. For example, an Educator completed school year 5 in June 2022 will receive their school year 5 longevity payment no later than November 1, 2022. Longevity payment for part-time Educators shall be prorated.

**ARTICLE XXI (DURATION)**

This Agreement shall be a three-year (3 year) contract, effective July 1, 2021, and will continue in full force until June 30, 2024.

## ARTICLE XXII (SCHOOL FACILITIES)


A. Each school will have the following facilities:

- A serviceable chair for each Instructional Assistant.
- Adequate space in each classroom where Instructional Assistants may safely store instructional materials and supplies, as well as a designated space to safely store personal effects.
- An Instructional Assistant work area containing adequate equipment and supplies to aid in the preparation of instructional materials.
- An appropriately furnished room to be reserved for the exclusive use of the staff as a faculty lounge. Said room will be in addition to the Instructional Assistant work area.
- A communication system so that Instructional Assistants can communicate with the main building office from their classrooms.
- Well-lit and clean staff restrooms.
- A separate private dining area for the exclusive use of the staff.
- An adequate portion of the parking lot at each school reserved for staff parking.
- A telephone available for the use of the faculty in a location that will ensure privacy.
- A mailbox for each educator.
- The parking lot of each school building shall be adequately lit from dusk until all staff has exited the school property.

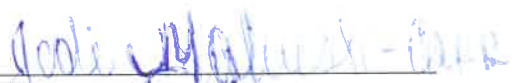
*To represent and formalize their acceptance of the terms set out above, the parties to this Agreement hereby cause their names to be subscribed below, by their respective authorized officers and representatives,*

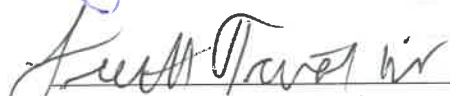
SHARON SCHOOL COMMITTEE

  
\_\_\_\_\_  
Avi Shemtov, Chair

  
\_\_\_\_\_  
Dr. Peter Botelho, Superintendent

SHARON TEACHERS ASSOCIATION  
(INSTRUCTIONAL ASSISTANTS)

  
\_\_\_\_\_  
Jodi Malvesti-Carr, IA Negotiation Chair

  
\_\_\_\_\_  
Scott Tarantino, STA President



## APPENDIX A - WAGES

A. Remove Step 1 from the salary schedule and renumber the remaining sixteen (16) steps.

B. July 1, 2021 – June 30, 2022: 2% increase to steps 1 – 15,  
\$2.00 increase to step 16

July 1, 2022 – June 30, 2023: \$0.75 increase to all steps.

July 1, 2023 – June 30, 2024: The parties agree to meet no earlier than December 1, 2022 to reopen this agreement solely on the issue of wage increases for Year 3 of this agreement.

Instructional Assistant		
	FY22	FY23
Step 1	17.55	18.30
Step 2	18.04	18.79
Step 3	18.55	19.30
Step 4	19.07	19.82
Step 5	19.60	20.35
Step 6	20.16	20.91
Step 7	20.72	21.47
Step 8	21.30	22.05
Step 9	21.89	22.64
Step 10	22.50	23.25
Step 11	23.13	23.88
Step 12	23.79	24.54
Step 13	24.45	25.20
Step 14	25.13	25.88
Step 15	25.84	26.59
Step 16	28.04	28.79

Instructional Assistant in a Specialized Program		
	FY22	FY23
Step 1	18.62	19.37
Step 2	19.14	19.89
Step 3	19.67	20.42
Step 4	20.22	20.97
Step 5	20.79	21.54
Step 6	21.37	22.12
Step 7	21.97	22.72
Step 8	22.58	23.33
Step 9	23.22	23.97
Step 10	23.87	24.62
Step 11	24.53	25.28
Step 12	25.21	25.96
Step 13	25.93	26.68
Step 14	26.65	27.40
Step 15	27.40	28.15
Step 16	29.61	30.36

C. In transitioning from the FY21 salary schedule to the FY22 salary schedule, Educators shall proceed to the next step on the FY22 salary schedule. Examples are as follows:

FY21 Step	FY21 Rate	FY22 Step	FY22 Rate
1	\$16.74	2	\$18.04
5	\$18.70	6	\$20.16
10	\$21.46	11	\$23.13

D. The parties agree to form a working group before the end of the 2022-2023 school year to research the feasibility of a potential new salary category. The working group would examine the need for a limited number of specialized IA positions that, based on student need, would require RBT certification and include responsibilities outside of the current IA job description. Once the working group has completed its research, the parties will consider the results in reopening salary negotiations in 2023. The agreement to form a subcommittee does not commit either party to agree and/or implement a new salary category.

E. Definitions

- i. Programs to be considered part of the grouping referred to herein as “Specialized Programs” will include SOAR, TBL, Elementary DLP, LEAP, Bridges, RISE, Pathways, POST I and II, Networks and ECC. It also includes IAs formerly known as Assistant Teachers\*. All IA’s working within these programs will be placed on the “Instructional Assistant in a Specialized Program” scale.
- ii. All Educators not assigned to one of the programs above will be placed on the “Instructional Assistant” scale.
- iii. The creation of new programs and whether or not such programs are categorized as “Instructional Assistants” or “Instructional Assistants in a Specialized Program” shall be impact bargained between the parties.

\*As of 5/11/2022, the District is aware of only one former Assistant Teacher, JG. Should there be other such employees, such employees shall provide appropriate documentation to the superintendent no later than 6/1/2022, this list may be modified at the sole discretion of the superintendent.

## **APPENDIX B**

### **Sharon Public Schools Instructional Assistant Evaluation Form**

Name:	Evaluator:
School:	Date:
Assignment:	School Year:

This form is intended to record the evaluator's assessment of the above-named individual's job performance as an Instructional Assistant during the school year shown. The purpose of the evaluation is to recognize the individual's proficient or exemplary performance and to increase and improve performance that is unsatisfactory or needs improvement.

This form is to be completed and signed by the evaluator and provided to Instructional Assistants no later than May 25<sup>th</sup> of the school year.

#### **Rubric for Evaluation Rating**

EXEMPLARY: Performance consistently and effectively meets job requirements. Models best practices for other Instructional Assistants/Staff to ensure student needs are met.	Rating of "E"
PROFICIENT: Performance consistently and effectively meets job requirements.	Rating of "P"
NEEDS IMPROVEMENT: Performance does not consistently meet job requirements. Improvement in some areas is required.	Rating of "NI"
UNSATISFACTORY: Performance does not meet job requirements.	Rating of "U"
NOT APPLICABLE	"N/A"
PLEASE NOTE: ANY RATING OF "NI" OR "U" SHALL BE ACCOMPANIED BY EVIDENCE OR COMMENT	

<b>I. Instructional Support and Collaboration</b>					
A. Displays knowledge and demonstrates understanding of IEP accommodations and modifications as well as 504 plans (if applicable)	N/A	U	NI	P	E
B. Applies appropriate instructional techniques to meet the needs of students	N/A	U	NI	P	E
C. Assists students with the necessary skills to become independent learners	N/A	U	NI	P	E
D. Follows and implements academic and behavior plans for students as directed	N/A	U	NI	P	E
E. Participates in methods of assessment to measure student learning and growth as directed	N/A	U	NI	P	E
F. Accurately collects data and maintains record keeping on student activities as directed	N/A	U	NI	P	E
G. Fulfills established policies and administrative directives willingly and on time	N/A	U	NI	P	E
H. Supports and cooperates with appropriate personnel to enhance student learning and development	N/A	U	NI	P	E
I. Assists in adapting curriculum as it applies to the needs of a student or student group	N/A	U	NI	P	E
J. Communicates effectively with supervisor and administration	N/A	U	NI	P	E

<p align="center"><b>EVIDENCE OR COMMENTS</b> (Required for "NI" or "U" rating)</p>						
<b>II. Interpersonal Relationships with students and staff</b>						
A. Relates appropriately with students and staff	N/A	U	NI	P	E	
B. Respects and is responsive to students' needs	N/A	U	NI	P	E	
C. Maintains ongoing communications with liaisons	N/A	U	NI	P	E	
D. Interactions with students are respectful and appropriate	N/A	U	NI	P	E	
E. Helps students to communicate in a positive manner and encourages student effort and participation	N/A	U	NI	P	E	
F. Demonstrates an understanding and respect for students' abilities, skills, learning style, and interests	N/A	U	NI	P	E	
G. Cooperates and maintains constructive professional associations with all staff and administrations	N/A	U	NI	P	E	
<p align="center"><b>EVIDENCE OR COMMENTS</b> (Required for "NI" or "U" rating)</p>						
<b>III. Professional Responsibilities</b>						
A. Demonstrates knowledge and adheres to the district's policies, practices, and procedures	N/A	U	NI	P	E	
B. Is punctual in attendance and assignments	N/A	U	NI	P	E	
C. Demonstrates discretion, confidentiality, and ethical behavior	N/A	U	NI	P	E	
D. Displays concern for students' health and safety	N/A	U	NI	P	E	
E. Demonstrates initiative and resourcefulness	N/A	U	NI	P	E	
<p align="center"><b>EVIDENCE OR COMMENTS</b> (Required for "NI" or "U" rating)</p>						

<p>Evaluator Summary</p> <p>Comments – Areas of Strength &amp; Commendations:</p>
<p>Comments – Focus for Growth:</p>

\_\_\_\_\_  
\*Instructional Assistant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Evaluator Signature

\_\_\_\_\_  
Date

*\*The instructional assistant's signature on this form indicates only that they received a copy of this evaluation, has read it, and has met with the evaluator to review and discuss it. The signature does not indicate agreement with this report. The instructional assistant understands that they are free to respond in writing within ten (10) school days of receipt to anything contained in this evaluation and that their response will be attached to it.*

