

AGREEMENT
between the
AUBURN SCHOOL COMMITTEE
and the
INSTRUCTIONAL ASSISTANTS OF AUBURN
2023-2024
2024-2025
2025-2026


THIS AGREEMENT IS MADE AND ENTERED INTO ON THE
Fourth day of April 2023 between the
AUBURN SCHOOL COMMITTEE AND
THE INSTRUCTIONAL ASSISTANTS OF

AUBURN


AUBURN SCHOOL COMMITTEE




Jessie Harrington
Chairperson



Meghan McCrillis
Vice Chairperson



Gail Holloway



Brooke Wrenn



Samantha Raphael

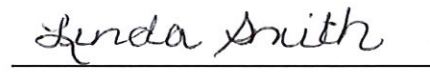
INSTRUCTIONAL ASSISTANTS OF
AUBURN



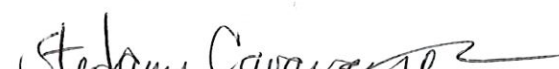
Jayne Gaboriault



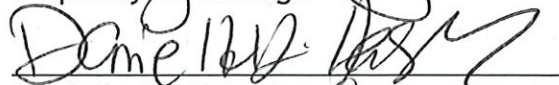
Bonnie Mousseau




Linda Smith



Stephany Cavanaugh



Danielle Hastings



Melissa Scanlon

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PREAMBLE

We, the parties of this Agreement declare that:

- A. Under the laws of the Commonwealth of Massachusetts, the Auburn School Committee as elected by the citizens of Auburn has final responsibility for establishing the educational policies of the public schools of Auburn and in all matters not expressly noted in this contract;
- B. The Superintendent of Schools of Auburn, (hereinafter referred to as the Superintendent) has the responsibility for carrying out the policies so established;
- C. The Association of Auburn Instructional Assistants has the responsibility for providing the support educational services in the public schools of Auburn which will result in a full instructional program of the highest possible quality;
- D. To give to these declarations, the following principles and procedures are hereby adopted.

ARTICLE I
RECOGNITION

The Auburn School Committee (hereinafter referred to as the Committee) recognizes for purposes of collective bargaining the Auburn Instructional Assistants (hereinafter referred to as the Assistants) as their exclusive representative.

- A. Membership in the association of Auburn Instructional Assistants and the payment of dues shall not restrict the application of the conditions of this agreement.
- B. The bargaining unit shall include all Instructional Assistants who are employed in the Auburn School System.

ARTICLE II
NEGOTIATION PROCEDURE

A. COMMITTEE PEROGATIVES

It is recognized that the Auburn School Committee has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility, and prerogative to direct the operation of the public schools in the Town of Auburn in all its aspects, including, but not limited to, the following:

To maintain public elementary and secondary schools and such other educational activities as in its judgment will best serve the interests of the Town of Auburn; to decide the need for school facilities; to determine the care, maintenance and operation of buildings, land, apparatus and other property used for school purposes; to determine the type of work to be performed, to assign all work to employees or other persons; to determine shift schedules and hours of work; to decide the methods, procedures and means of conducting the work; to select, hire and demote employees, including the right to prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the School Committee, provided such rules and regulations are made known in a reasonable manner to the employees affected by them; to discharge or otherwise discipline any employee for just cause; to promote, transfer and lay off employees; to prepare and submit budgets to the Town and to allocate monies appropriated by the Town for the maintenance of the schools, and to make such transfers of funds within the appropriated budget as it shall deem desirable. These rights, responsibilities and prerogatives are not subject to delegation in whole or in part, except that

the same shall not be exercised in violation of any of the specific terms and provisions of this agreement.

B. JOINT FUNCTION

Not later than November 15th of the calendar year preceding the year in which the current in-force Agreement expires, the Committee agrees to enter into negotiations with the Instructional Assistants with regard to a successor agreement. During negotiations, the Committee and the Instructional Assistants will exchange pertinent information and arrange mutually satisfactory procedures. Such negotiations shall be conducted in a good-faith effort to reach agreement concerning wages, hours, and other conditions of employment.

1. Any future agreements reached with the Committee will be reduced to writing, will be signed by the Committee and the Instructional Assistants, and will become an addendum to this Agreement.
2. This Agreement shall constitute hours, wages and other terms and conditions of employment during the effective term of said agreement and the Committee will carry out the commitments contained herein by giving them the full force and effect.
3. The duration of this Agreement shall include the school years 2023-2024, 2024-2025 and 2025-2026. During the effective time span of this Agreement, any and all articles may be opened for negotiations only by mutual agreement and subject to the conditions noted for negotiations in this article.
4. The Committee and the Instructional Assistants agree to enter into negotiations relative to any and all changes pertaining to salary not later than November 15th of the calendar year preceding the calendar year in which the negotiated salary payments are to become effective.
5. 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, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

ARTICLE III WORK DAY AND WORK YEAR

A. Work Day and Work Year

1. All Instructional Assistants shall work the days of the regular school calendar(*180), starting the (1)day before school opens for a total of 181 days and eleven (11) holidays. They shall not be required to work

during the summer recess, Christmas vacation, winter vacation or spring vacation. *Instructional Assistants shall work the designated half professional development days noted in the school calendar and they shall be compensated for a half day of work. Expected hours to be worked for the year will be calculated once the school year calendar is approved by the school committee. The Superintendent will present the IAs with an MOU each year once the school year calendar is approved by the School Committee to specify the number of days that will be worked during the school year.

The formula to calculate the yearly salary of an instructional assistants is:

(Total number of full days x number of hours worked each day x hourly rate)-# of half professional days as noted in #2 below

2. Instructional Assistants will not, as part of their salary agreement, be assigned to work on half-day professional development days. If, however, administration determines they need to work on those afternoons, they will be provided with at least thirty (30) days advance notice and will be paid their regular hourly rate via time sheet.
3. The regular work hours for all Instructional Assistants shall be between four (4) and seven (7) hours per day for a total not to exceed thirty-five (35) hours per week. This will include a fifteen-minute break each day, and a duty-free lunch break commensurate with that of the students.
 - Instructional Assistants will be categorized as follows:
 - Inclusion Instructional Assistants shall work 6 hours per day
 - Literacy and Kindergarten Instructional Assistants shall work 6.5 hours per day
 - Student Specific Instructional Assistants shall work 6.75 hours per day
4. With the approval of the Superintendent or his/her designee, the regular workday of an Instructional Assistant may be extended in the best interest of the school system.
5. An adjustment in the starting time and/or closing time of the workday may be made in the best interests of the school system with the approval of the Superintendent or his/her designee.
6. Up to six (6) times per school year, Instructional Assistants may be required by their building administrator(s) to attend school-based staff meetings, putting such time on a time sheet and being paid at their regular hourly rate. Principals will determine the required dates with notification of at least thirty (30) days, except in

emergency situations, being provided. The goal of such meetings is to increase the flow of open communication among all building-based team members.

B. 1. An employee shall be considered a probationary employee for the first school year worked.

2. Wages shall be paid as noted in Appendix A.

Payment of wages shall be made for the 180 school day calendar plus the (1)work day before school opens(181 days) and 12 holidays. Instructional Assistants shall work the designated half professional development days noted in the school calendar and they shall be compensated for a half day of work. If Instructional Assistants participate in the professional development, they will be compensated at their hourly rate on a timesheet.

3. Overtime rate at time and one half will be paid for all time worked in excess of forty (40) hours in one week for which overtime has not been paid.

4. Instructional Assistants will be compensated for their full daily aide payment rate plus \$6.00 an hour, with a one-hour minimum, when covering for an ABA or school secretary and \$ 8.00 when covering for a certified teacher in any given day.

Time worked by the Instructional Assistants to cover occasional parent meetings and other short term absences of the regular classroom teacher during the day will not be eligible for the additional payment rate as noted above, unless the nature of the absence from the classroom was planned and the district was not able to secure the services of a regular substitute teacher (i.e. one class period at the Middle and High School or one hour at the intermediate and primary schools during one school day.) The instructional assistants may only serve as the substitute teacher if the district was not successful in securing the services of a regular substitute teacher.

5. Instructional Assistants will be compensated for eleven(11) holidays during the school year. These holidays will include:

Labor Day	Veterans' Day
Columbus Day	Day after Thanksgiving
Thanksgiving Day	New Year's Day
Christmas Day	President's Day
Martin Luther King Day	Memorial Day
Patriots' Day	
*Juneteenth	

*Juneteenth (is not celebrated as a work holiday if on Saturday or if it occurs after the school year ends.) If school is still in session following June 19th, the Instructional Assistant will receive payment for the holiday by the last paycheck in June.

ARTICLE IV ASSIGNMENT AND TRANSFER

The Committee and the Instructional Assistants recognize that some transfer of personnel from one position to another is unavoidable but often necessary in the best interest of the educational program.

1. Except in emergencies, Instructional Assistants will be notified in writing as to any changes in their assignments at least fifteen (15) calendar days in advance of the effective date of transfer.
2. Voluntary changes in assignment will be contingent upon the best interests of the entire school system. The following criteria will be given careful consideration:
 - a) The areas of competence of the candidate in relation to the vacant position.
 - b) The quality, experience, and length of service of the applicant.
3. When a member of the staff of Instructional Assistants is required by the nature of her/his assignment to travel from one school to another during the school day, she/he will receive the normal mileage allowance of all inter-school driving.
4. Instructional Assistants will be notified by letter by August 1st, as to their tentative assignment for the following calendar year.

ARTICLE V VACANCIES

1. Whenever any vacancy occurs in any Instructional Assistant position, or related position, which the Committee intends to fill, the position vacancy will be publicized by means of email and a notice placed on the bulletin board in every school.
2. The Instructional Assistants will have 5 calendar days to apply for any posted internal position. The District may also post the job externally 2

calendar days after the internal posting is released. Internal candidates will be granted an interview for any position they apply for if they meet the posted qualifications. The position will not be filled until after the five calendar day application window closes.

3. The Committee may leave a position vacant but is required to give notice of any position it does not intend to fill.
4. On filling vacancies, careful consideration will be given to qualified Instructional Assistants already employed by the Committee.

ARTICLE VI LEAVES OF ABSENCE

A. The Committee and the Instructional Assistants recognize that there may arise from time to time situations beyond the control of the employee which requires her/his absence during the period when school is in session. The temporary leave of absence with pay provides the remedy for such difficult situations. Any misuse of the temporary leave of absence for pay shall be considered as fraud and the Committee shall take appropriate disciplinary action which shall not be subject to the grievance procedure.

- o Personal business: Instructional Assistants shall be permitted three (3) personal leave days with pay each school year to be used for personal or legal business, household or family matters, which require the individual to be present during the period when school is in session. Advance notice of forty-eight (48) hours will be required before approval can be given. The Superintendent may waive the forty-eight (48) hour notice requirement in extraordinary circumstances that would preclude the possibility of providing such notice.

If a personal day request extends long weekends or vacation weeks, the member must state the reason for the request which must be approved by the Superintendent in advance. In this circumstance, advance notice of five (5) days will be required before approval can be given. The Superintendent may waive the five (5) days notice requirement in extraordinary circumstances that would preclude the possibility of providing such notice.

- o Instructional Assistants may be granted up to three (3) days leave of absence with pay per year for the care of a family member who is seriously ill.
- o Bereavement leave not to exceed five (5) days in the event of death in the immediate family. The immediate family shall include spouse, parents, children, brothers, sisters and grandchildren of the Instructional Assistant or her/his spouse. Bereavement leave not to

exceed three (3) days in the event of death of grandparents and bereavement leave not to exceed two (2) days in the event of death of the Instructional Assistant's spouse's brother-in-law or sister-in-law. The Instructional Assistant will be granted bereavement leave not to exceed one (1) day in the event of death of an aunt, uncle, cousin, niece or nephew of the employee or his/her spouse.

- An employee will be granted a temporary leave of absence for jury service. The School Committee will pay the employee's full salary for the first three days of jury service.
- B. A full-time or part-time employee who has completed the probationary period will be entitled to a parental leave of absence of eight (8) weeks, without pay, for the purpose of the birth or adoption of a child, in accordance with the Massachusetts Parental Leave Act, Chapter 149, Section 105D. Except in the case of emergency, a request for leave shall be made as soon as practicable, and in no event later than two (2) months in advance of the commencement of the leave, and must include notice of intent to return. Upon return to work, the member will be restored to her/his previous position or a substantially similar position. If an employee has accrued sick leave or vacation credits at the commencement of her parental leave, she may use the leave credits for which she is eligible under sick leave and vacation.
- The Superintendent may grant an unpaid leave of absence upon application by the employee and approval of the School Committee.
- C. Sick day allowance shall accumulate at the rate of fifteen (15) days per year. Instructional Assistants will be entitled to accumulate sick days from year to year with a maximum accumulation of one hundred and twenty (120) days. If the Instructional Assistant has accumulated 120 sick days, they will be allotted an additional 5 days for use in the year it is provided, thus the IA will start the year with 125 sick days. Sick day payout will only apply to the 120 day maximum allotment.
- D. Employees of a previous year are entitled to sick leave even if they are unable to begin active service in September, if their late entrance is due to personal illness.
- E. An Instructional Assistant who works only part of the year by reason of late entrance shall be granted a sick day allowance of one (1) day per month after ninety (90) calendar days of service. Sick day entitlement shall be available to new employees three (3) months after entry into active service.
- F. The Superintendent of Schools may require that a doctor's certificate be obtained, after three consecutive days of absence due to sickness, to substantiate the claim that the days of absence were the direct result of illness. Failure to provide such a certificate may result in salary deductions.

- G. Sick leave will be used in the event of personal illness wherein the individual is unable to perform her/his usual duties as a result in illness.

ARTICLE VII
SICK LEAVE BANK

Except as noted in this article, the administration of the Sick Leave Bank shall be a function of the Sick Bank Committee.

A. Membership

1. Membership in the Sick Leave Bank shall be voluntary and available to Instructional Assistants. Each member shall make the initial contribution of two (2) days.
2. When the number of unused days in the bank reaches a critical level, the Sick Bank Committee may require an additional contribution from participating members who wish to continue their membership. Members shall not be assessed more than four (4) days in any work year.
3. Days placed in the Bank and unused at the end of the year shall remain in the bank and shall accumulate from year to year.
4. The enrollment period shall be limited to the first ten (10) days of the work year. The Sick Bank Committee may grant an exception to those persons who begin work after the September enrollment period. Such personnel must request membership within ten (10) days of their employment.

B. Sick Bank Committee

1. A three member committee shall administer the Sick Leave Bank:
 - a. The Chairman of the Instructional Assistants Association or her/his designee;
 - b. The Superintendent or his/her designee;
 - c. A member of the School Committee or its designee who shall be chairperson. She/he shall have a vote.
2. All applications for participation and benefits must be made on a form approved by the Sick Bank Committee.
3. Decisions of the Sick Bank Committee shall not be subject to the grievance procedure.

C. Entitlement

Sick days are considered days for which the individual would have been compensated if she/he had not exhausted her/his sick leave.

1. All members have an initial entitlement of twelve (12) days plus the two (2) days donated to the bank. Total number of days: fourteen (14).
2. Entitlement shall accumulate at the rate of four (4) days per year.
3. Maximum entitlement shall not exceed ninety (90) days.
4. At no time shall Sick Leave Bank entitlements and any other benefits noted in this Agreement exceed the existing base salary rate of the Instructional Assistants.
5. In no case shall the Sick Bank Committee award more than twelve (12) work days to any applicant at any one time.

D. Benefits

Benefits of the Sick Bank are extended to any actively participating member who has fulfilled the requirements for eligibility and whose sick leave loan application has been approved by a majority of the Sick Bank Committee.

1. To be eligible for Sick Leave Bank benefits, the applicant must be incapacitated for twelve (12) consecutive work days and have used all of his/her own accrued sick leave.
2. Application for Sick Bank benefits may be made not more than twelve (12) work days in advance of the anticipated termination date of earned sick leave.
3. Participating members must make written application to the Sick Bank Committee requesting Sick Bank Benefits, using the prescribed forms. This must be accompanied by a medical statement by the attending physician, stating the exact nature of the incapacitation and the projected time of recovery beyond the member's own accrued sick leave. The Sick Bank Committee may request a review by a physician of its choosing.
4. There will be a waiting period of two (2) days between the end of the applicant's current allowance of sick days and the beginning of withdrawal of Sick Bank Days.
5. If a member is incapacitated for at least twelve (12) days in any one year and there is an additional incapacitation which appears to be a recurrence or an immediate result of the same illness or accident, then the twelve (12) day eligibility requirement and the two (2) day waiting period could be waived at the discretion of the Sick Bank Committee by the attending physician.

A person who is receiving Sick Bank benefits in June may continue to receive benefits in September for the same illness, a recurrence or associated illness.

ARTICLE VIII
EVALUATION

The Committee and Auburn Instructional Assistants agree that the evaluation of performance is essential to the continuing improvement of individual members of the Instructional Assistants' Association.

1. All Instructional Assistants will have the right to review the contents of their personnel file. Requests should be made in writing and will be scheduled within 48 business hours of said request. If more than one request for a copy of a personnel file is received in one calendar year, the employee will be charged for the second and consecutive copies using the IRS approved rate.
2. Each Instructional Assistant will be given a copy of the written evaluative reports prepared by the immediate supervisor and will have the right to submit a written response to any material placed in her/his folder. A copy of such response shall be reviewed by the Superintendent of Schools.
3. Any formal or written complaint made by any parent, student, principal, or other person will promptly be brought to the attention of the Instructional Assistant involved.
4. If any employee is unable to fill a temporary job in a satisfactory manner, she/he may be removed within thirty (30) school days. She/He shall then be returned to her/his former position or to a comparable position at her/his former rate of compensation.
5. All disciplinary action must be for good cause. Disciplinary action may consist of a reprimand, a verbal warning, a written warning, suspension without pay, discharge or such other action as may be appropriate in the special circumstances. An orderly appeals procedure shall follow the administrative chain, an appeal from the school Committee shall be exempted from the grievance procedure.

ARTICLE IX
USE OF SCHOOL FACILITIES

The Instructional Assistants will have the right to use a school building without cost for Association business. Reasonable notice must be given to the principal of the building in question concerning the time and place of such meetings.

Other current Policies and Procedures as established by the Committee for the use of school facilities shall be observed.

ARTICLE X
ACCIDENT BENEFITS

- A. Whenever an Instructional Assistant is absent from school as a result of personal injury caused by an assault arising out of and in the course of her/his employment, she/he shall be paid her/his full salary up to one calendar year less an amount of any Workmen's Compensation award made for temporary disability due to said injury. The Committee reserves the right to require a physical examination by a physician of the Committee's choosing.
- B. In the case of absence as a result of personal injury resulting from an accident arising out of or in the course of her/his employment, she/he shall be allowed full pay minus whatever Workmen's Compensation payments she/he may receive for the first thirty (30) calendar days which shall not be deducted from her/his accumulated sick leave allowance. If an employee is absent for this cause beyond thirty (30) calendar days she/he will continue to receive regular school pay minus Workmen's Compensation payments to the limit of accumulated sick leave allowance. The Committee reserves the right to require a physical examination by a physician of the Committee's choosing.
- C. An employee who is on Worker's Compensation (or Injured on Duty) status for a period of more than three (3) consecutive months will not be entitled to earn vacation or sick leave for the period of time that the employee is on Workers Compensation (or Injured on Duty) status after the three months.

ARTICLE XI
GRIEVANCE PROCEDURE

A. INTRODUCTION

- 1. It shall be the firm policy of the Committee to assure every person an opportunity to have the unobstructive use of the grievance procedure without fear of reprisal or without prejudice in any manner to her/his employment status.
- 2. 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 salary or working conditions of persons provided for in this Agreement.

3. Nothing herein contained will be construed as limiting the right of any person having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Instructional Assistants, provided the adjustment is not inconsistent with the terms of this Agreement.

B. DEFINITIONS

A grievance is defined as a complaint by the Employee or by the Employer alleging a violation of a specific provision of this contract.

C. WAIVER

Waiver - Failure of a grievant to comply with any of the provisions of this Article shall be deemed to be a waiver of the right to seek resolution of the grievance under the terms of the Agreement. In determining whether there has been any such failure to comply with any of the provisions of this Article, time shall be deemed to be of the essence and any failure of the grievant to comply with any of the time limits prescribed herein shall be deemed to be such failure to comply with the provisions of this Article; provided, however, that the time limits prescribed herein may be extended in any specific instance by mutual written agreement of the parties.

D. Step 1

The matter will then be reduced to writing by the grievant showing which Article, Section or Sub-Section of this Agreement has been violated, with a brief description of the nature of the grievance, and a copy given to the Instructional Assistant's Chief Negotiator with a copy to the Building Principal and/or Superintendent.

The grievance filed with the Building Principal and/or Superintendent within seven (7) working days of the occurrence of the grievance or when the grievant should have reasonably acquired knowledge of the incident giving rise to the grievance.

Step 2

Upon receipt of the written grievance, the Superintendent or Superintendent's designee and the Instructional Assistant's representative, will arrange for a mutually satisfactory time and place to meet and attempt to resolve the dispute within a limit of seven (7) working days from the time of receipt of the copy of said grievance. A written decision will be rendered within five (5) working days of the date of the meeting.

Step 3

If the dispute is not resolved at Step 2, the issue in question will be submitted in writing within ten (10) working days from the date of the Step

2 meeting. Upon receipt of the written request, the School Committee will arrange for a mutually satisfactory time and place to meet and hear the grievance within a limit of twenty (20) working days from the time of receipt of the written request for a meeting. A written decision will be rendered within ten (10) working days of the date of the meeting.

Step 4

If the dispute is not resolved at the aforesaid meeting, the issue in question shall be submitted to arbitration forthwith by either party as herein provided and no later than ten (10) days from the date of the receipt of the decision.

The Employer and the Instructional Assistants of Auburn shall endeavor to select a mutually satisfactory arbitrator. If agreement upon an arbitrator cannot be reached then the party desiring arbitration may request the American Arbitration Association to submit a panel of arbitrators and an arbitrator will then be selected in accordance with the usual rules and practices of the American Arbitration Association. Cost of arbitration shall be borne equally by the parties involved. The arbitrator shall have no authority to add to, subtract from, or otherwise change, delete or modify any provision of this Agreement.

- E. The award of the arbitrator shall be final and binding upon all parties, subject to the following conditions:
- a) The arbitrator shall make no award for grievances initiated prior to the effective date of this article.
 - b) The arbitrator shall only interpret such items and determine such issues as may be submitted to him/her by the written agreement of parties.
 - c) Grievances may be settled without precedent at any stage of the procedure until issuance of a final award by the arbitrator, upon mutual agreement.

ARTICLE XII RETIREMENT BENEFITS

After ten (10) years of service, an Instructional Assistant will be entitled to \$17.50 per pay day for 75% of unused sick days upon retirement. After fifteen (15) years of service, an Instructional Assistant will be entitled to \$20.00 per day for 75% of unused sick days upon retirement.

Written notice of intent to retire shall be submitted six months prior to the effective date of the retirement. It is the responsibility of the employee to file

official notification of application for retirement to the Worcester County Board of Retirement.

ARTICLE XIII
NO-STRIKE CLAUSE

The Association agrees that it will not engage in a strike or induce, encourage or condone any strike, work stoppage, slowdown or withholding of services in the Auburn School System. Should there be violation of this Article there shall be no discussion or negotiations regarding the difference or dispute during the existence of such violation or before work has been resumed unless by mutual consent.

ARTICLE XIV
SAVING CLAUSE

If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect. The parties shall at that time enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

ARTICLE XV
STABILITY OF AGREEMENT

The failure of the School Committee or the Association to insist in any or more incidents, upon performance of any of the terms or conditions of this Agreement, shall not be considered as a waiver by the Committee or the Association of any such term or condition, and the obligation of the Committee and the Association to such future performance shall continue in full force and effect.

ARTICLE XVI
REDUCTION IN STAFF: INSTRUCTIONAL ASSISTANTS

Lay-Off Procedures is the process by which one or more Instructional Assistants are laid off. The Auburn School Committee and the School Instructional Assistants of Auburn agree that the primary consideration in Lay-Off shall be a balance between the maintenance of sound supportive services which are consistent with the functions and responsibilities of the School Committee and the retention of Instructional Assistants based on seniority. These procedures

do not change or modify conditions already noted in the current ASC/AIA Agreement.

INTRODUCTION

If it becomes necessary to reduce the number of Instructional Assistants through Lay-Off, such reduction shall be accomplished in order of least seniority in the Auburn School System and shall apply to all active members. Those members who have the least seniority shall be laid off first.

I. SENIORITY

Seniority shall be determined by a member's length of uninterrupted service in years, months, and calendar days as members of the Instructional Assistants in the Auburn School System as determined first, by the initial date of service, and if these be equal, second, from the letter of notification of employment.

1. Except for military leave, a member on leave of absence shall be considered as an active member for purposes of lay-off.
2. Only those leaves of absence granted for less than one year and military leaves shall be credited toward seniority.
3. All other authorized leaves shall not interrupt service but shall not be credited toward seniority.
4. When it becomes necessary to reduce the number of members by lay-off, such reduction shall be accomplished in the order of least seniority in the Auburn School System.
5. Should seniority as defined in this section be equal, a determination of which member shall fill a position shall be made on the basis of a review of their annual evaluation. If still tied, the seniority shall be based on who appeared first on the nomination list.

II. RECALL

Instructional Assistants who are laid off will be considered for reemployment during the school year they are laid off plus the following school year, and they will be recalled in reverse order of lay-off to fill openings as such openings arise.

1. Instructional Assistants shall be given the opportunity to fill any open positions subject to requirements as previously noted.
2. It shall be the responsibility of the Instructional Assistants who are laid off to notify the School Department of their current address and of their desire to be recalled if openings arise.
3. A seniority list shall be available to the Association.

ARTICLE XVII
STAFF DEVELOPMENT

1. In the event of a Staff Development Day, Instructional Assistants will attend training deemed appropriate by the building Principal and/or Director of Pupil Services. Instructional Assistants play a valuable role on the Auburn Public Schools' Educational Team. Every effort will be made to ensure that training will enhance their effectiveness with students, providing choice to the Instructional Assistants, whenever possible.
2. Instructional Assistants will be paid at their hourly rate for participation in Staff Development Days via submission of a timesheet.
3. Instructional Assistants are expected to be highly qualified and can demonstrate the same in several ways:
 - a. Completion of a Bachelor's degree
 - b. Completion of an Associate's degree or the equivalent number of credits
 - c. A high school diploma and successful passage of the Para Pro Assessment (www.ets.org/parapro)
4. The District agrees to establish a pool of funds, not to exceed \$3,000 annually during the course of this contract, with IAs entitled to a maximum reimbursement of \$300 for an approved course. The course must be work-related and approved by the IA's building principal, Director of Pupil Services and Assistant Superintendent, with the IA eligible for reimbursement if a grade of B or higher is earned.
 - a. The Committee shall reimburse IAs of full-time status and part-time status (prorated) for the cost of tuition up to three hundred (\$300) dollars per course, per IA, per year, for undergraduate and graduate level courses. Members may make a second request for reimbursement of the cost of tuition up to three hundred (\$300) dollars for a second undergraduate or graduate level course. Only after all first requests have been granted will the remaining funds be dispersed at a rate of a maximum of three hundred (\$300) dollars. In the case that funds to be distributed cannot meet all eligible requests, said funds will be distributed evenly among all who qualify, thus possibly resulting in reimbursements of less than three hundred (\$300) dollars per course. A course not completed prior to the first Friday in June deadline, or the grade is received after that deadline, will be eligible for reimbursement in the following school year.
 - b. The School Department will process course reimbursement requests for payments annually in June. Members shall submit proof of Superintendent approval, proof of payment, together

with the grade report of 3.0/B or higher to the Superintendent of Schools by the close of business hours on the first Friday in June.

- c. Should the District total of course reimbursement requests exceed the limit in any given school year, the District will give priority first to reimburse tuition from district-sponsored courses, recognizing that those are in full alignment with the District's mission and goals.

**Note: The Auburn School District is not solely responsible, fiscally, or programmatically, for the professional development of Instructional Assistants.*

ARTICLE XVIII HEALTH INSURANCE

The Instructional Assistants will be eligible for group life and health insurance provided to other employees of the Town of Auburn according to Chapter 32B of the Massachusetts General Laws. As of July 1, 2020, the health insurance contribution rate will be 75% Town, 25% Employee.

ARTICLE XIX, Other Post-Employment Benefits (OPEB)

All new employees hired on or after July 1, 2020 will pay 2% into the Other Post-Employment Benefits (OPEB) account for ten (10) years. The 2% payment will be deducted from the employee's paycheck and deposited into the Town's OPEB Trust Fund.

In the event the Commonwealth passes legislation mandating, "OPEB" deductions from employee salary, the Town and Bargaining Unit agree to reopen the contract for the sole purpose of amending this provision to comply with State requirements.

ARTICLE XX Direct Deposit

All employees will be compensated bi-weekly through Direct Deposit with the financial institution of their choice. Electronic receipts of such deposits will be provided to the employee; hard copies of direct deposit will not be provided.

APPENDIX A
SALARY SCHEDULE

Notes: The annual salary will be paid in 26 equal payments.

1. All Instructional Assistants shall work the days of the regular school calendar (*180), starting the (1)day before school opens for a total of 181 days and eleven(11) holidays.

Labor Day	
Columbus Day	Veterans' Day
Thanksgiving Day	Day after Thanksgiving
Christmas Day	New Year's Day
Martin Luther King Day	President's Day
Patriots' Day	Memorial Day
*Juneteenth	

*Juneteenth (is not celebrated as a work holiday if on Saturday or if it occurs after the school year ends.) If school is still in session following June 19th, the Instructional Assistant will receive payment for the holiday by the last paycheck in June.

2. Instructional Assistants will be categorized as follows:
 - a. Inclusion Instructional Assistants shall work 6 hours per day
 - b. Literacy and Kindergarten Instructional Assistants shall work 6.5 hours per day
 - c. Student Specific Instructional Assistants shall work 6.75 hours per day
3. Staff Development Days and staff meetings will be processed on timesheets when instructional assistants are required to attend.
4. Instructional Assistants shall work the half professional development days and will be compensated for the half day.
5. Instructional Assistants who hold a bachelor's degree will receive a \$1000 yearly stipend by the last paycheck in June. (prorated for any partial year) The Instructional Assistant must provide the APS Business Office with a copy of their diploma or transcript indicating receipt of the degree.
6. The Superintendent will present the IAs with an MOU each year once the school year calendar is approved by the School Committee to specify the number of days that will be worked during the school year.
7. At the time this contract was drafted, the 2023-2024 school calendar had just been approved by the APS School Committee. Therefore, the number of contractual work days for the 2023-2024 school year will be **189.5.**

<u>2023-2024</u>								
	Step 1	Step II	Step III	Step IV	Step V			
	\$17.10	\$17.65	\$18.33	\$19.65	\$20.19			
	Step VI	Step VII	Step VIII	Step IX	Step X	Step XI		
	\$20.74	\$21.21	\$21.69	\$22.15	\$23.10	\$23.87		
<u>2024-2025</u>								
	Step 1	Step II	Step III	Step IV	Step V			
	\$17.44	\$18.00	\$18.70	\$20.04	\$20.59			
	Step VI	Step VII	Step VIII	Step IX	Step X	Step XI	Step XII	
	\$21.15	\$21.63	\$22.12	\$22.59	\$23.56	\$24.35	\$ 24.93	
<u>2025-2026</u>								
	Step 1	Step II	Step III	Step IV	Step V			
	\$17.79	\$18.36	\$19.07	\$20.44	\$21.01			
	Step VI	Step VII	Step VIII	Step IX	Step X	Step XI	Step XII	Step XIII
	\$21.58	\$22.07	\$22.57	\$23.04	\$24.03	\$24.83	\$ 25.43	\$ 26.00

APPENDIX B
LONGEVITY SCHEDULE

Longevity checks will be processed twice each year. Instructional Assistants with an employment start date from July-December will receive their longevity stipend by the last check in December. Instructional Assistants with an employment start date from January to June will receive their longevity stipend by the last check in June.

LONGEVITY	
5-9 years of service	\$ 250/year
10-14 years of service	\$ 500/year
15-19 years of service	\$750/year
20-24 years of service	\$1000/year
25-29 years of service	\$1250/year
30-34 years of service	\$1500/year
35 years or more of service	\$1750/year

APPENDIX C
SIDE BAR AGREEMENTS

1. The Superintendent of Schools shall meet annually with the Instructional Assistants for the purposes of discussing district goals and initiatives, the role of Instructional Assistant's in the District's educational mission, and any other broad-based concern of mutual interest. At least 2 meetings will be held each year at a mutually convenient time for both parties. Either party may initiate the meeting process. All members of the bargaining group are eligible to attend these meetings.
2. All paperwork supporting the professional development of Instructional Assistants, including course transcripts, attendance records for District-sponsored workshops and seminars will be placed in their personnel file. Instructional Assistants have the right to check and validate the contents of their personnel file as it relates to this issue.
3. The Instructional Assistants' Association will work to establish a set of building representatives to assist members and the district in discussions concerning any and all contractual issues.