

AGREEMENT BETWEEN THE
BEDFORD SCHOOL COMMITTEE
AND THE
BEDFORD EDUCATION ASSOCIATION
TEACHING/EDUCATIONAL ASSISTANTS

July 1, 2020 through June 30, 2021

ARTICLE I - RECOGNITION

The Committee recognizes the B.E.A. as the exclusive bargaining agent for all regular Teaching Assistant and all regular Educational Assistant employees, Pre-Kindergarten through Grade 12, for the purpose of negotiations with respect to wages, hours and conditions of employment under the provision of Chapter 150E inclusive, of the General Laws of the Commonwealth of Massachusetts excluding all other employees.

ARTICLE II – MANAGEMENT RIGHTS

The Committee is a public body established under and with powers provided by the statutes of the Commonwealth of Massachusetts and nothing in this Agreement shall be deemed to derogate from or impair any power, right or duty conferred upon the Committee by the statute or any rule or regulation of any agency of the Commonwealth. As to every matter not specifically mentioned or provided for in the Agreement other than hours, wages and conditions of employment as stated in Chapter 150E, the Committee retains all powers, rights and duties that it has by law and may exercise the same at its discretion without any such exercise being made the subject of a grievance or arbitration proceeding.

ARTICLE III – NEGOTIATIONS

- A. Negotiations for any successor Agreement in future years shall commence at reasonable times at the convenience of the Committee but not later than the February 1st prior to the expiration of the Agreement which is in effect.
- B. Proposals for changes requested in any successor agreement shall be in writing and submitted to the chairman of the Committee or his designee not later than thirty (30) days after notification of contract opening.

ARTICLE IV – GRIEVANCE PROCEDURES

- A. Definition of Grievance: A grievance is a claim by an employee that, with respect to him/her, there has been a violation, misinterpretation, or misapplication of this Agreement.
- B. Timeliness:
 - a. A grievance shall be considered to have been waived if level one is not initiated within fifteen (15) days of the event or date of first knowledge not to exceed 30 days, which occasioned the grievance.
 - b. Failure at any level of procedure to communicate a decision on a grievance, within the specified time limits, shall permit the aggrieved to proceed to the next level.
 - c. Failure at any level of this procedure to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.
 - d. “Days” are interpreted to be school days.
- C. Right to Representation:
 - a. A representative of the BEA at each level may represent the aggrieved employee.
 - b. Persons of their choosing at each level may represent the Principal and Superintendent.

- D. Whenever possible, potential grievances will be resolved through informal discussion. If not resolved through informal discussion, the grievant will have fifteen (15) days from the conclusion of informal discussions to initiate said grievance.
- E. Level One: The aggrieved employee shall present his or her grievance in writing to the Principal or Supervisor citing the article and section of the contract in question and the remedy sought.
- F. Level Two: If at the end of five (5) days following such presentation the grievance has not been disposed of to the satisfaction of the aggrieved employee, the employee may, within two (2) days thereafter, present the grievance in writing to the Superintendent. Within five (5) days of receipt of the grievance, the Superintendent shall meet with the aggrieved employee in an effort to settle the grievance.
- G. Level Three: If at the end of five (5) days following the meeting at Level Two, the grievance has not been disposed of to the satisfaction of the aggrieved employee, the grievance will proceed to mediation under the facilitation of an agreed upon mediator. Said mediator may be an individual within the district.
- H. Level Four: If at the end of fifteen (15) days following the decision at Level Three the grievance has not been disposed of to the satisfaction of the BEA, the BEA may, by giving written notice to the Committee within ten (10) days, present the grievance for arbitration. Arbitration will go forth under the applicable rules of the American Arbitration Association or the Massachusetts Board of Arbitration and Conciliation. The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can neither add to, subtract from, nor modify the agreement. The decision of the arbitrator, within the scope of his jurisdiction, shall be binding on the parties. The expenses of the arbitrator will be borne equally by the parties.
- I. An employee shall be assured freedom from coercion, discrimination or reprisal because of his use of the grievance procedure.
- J. Should a grievance be settled at any level below mediation, it is understood that only that specific grievance is settled and, further, it is understood that only that specific grievance is settled without prejudice and without precedent.
- K. Should a "grievance" effect more than two persons from the unit; the president or head of the grievance committee may initiate a group grievance. Said grievance must be approved by a majority of the members of the BEA paraprofessionals unit and will begin at Level II.

ARTICLE V – ABSENCE FROM DUTY

5-1 Sick Leave

Sick Leave shall accrue at the rate of one and one half days per month up to a maximum of fifteen (15) days per year. Educational assistants who work less than a 5-day workweek and who are hired after July 1, 2005 will accrue sick leave on a pro-rated basis.

Sick leave unused may accumulate to the maximum number of days as indicated below:

	<u>Educational Assistants</u>	<u>Teaching Assistants</u>
2020-2021	135	135

In any year, up to five (5) of the days intended for sick leave may be used in the case of an illness of a spouse, child, parent, or any member of the immediate household. In an extraordinary circumstance, the Superintendent may extend beyond five (5) days for family illness.

For any assistant who is the non-birth parent, upon the adoption or birth of a child, up to fifteen (15) consecutive personal sick days may be used.

If any employee under this contract transfers from any other unit within the Bedford Public Schools, accumulated sick leave will be transferred with the employee.

Upon retirement or death, an employee with a minimum of fifteen (15) years of service in the Bedford Public Schools will be entitled to one (1) day's pay for each five (5) days of accumulated sick leave, with a maximum of thirty-five (35) total days.

5-2 **Sick Leave Bank**

It shall be the policy of the Bedford School Department to establish a Sick Leave Bank, the purpose of which shall be to enable all teaching/educational assistants to contribute a portion of their sick leave accumulation for use by a participating member whose sick leave accumulation is exhausted through prolonged illness (disability). The Bank shall be limited to a maximum of 200 days of sick leave per school year except when regular contributions to the Bank exceed the cap. (See Appendix A)

Employees who have accumulated the maximum number of sick leave as outlined in Section 5-01 may contribute up to 2 days each year to the Sick Leave Bank.

5-3 **Bereavement**

Educational assistants/teaching assistants will be entitled to leave with pay, exclusive of sick leave, for five (5) work days within the two weeks following the day of the death of someone in the immediate family. The immediate family will be considered: mother, father, sister, brother, husband, wife, domestic partner, child, grandchild, grandparents, in-laws, or person living in the immediate household. In certain situations, the Superintendent may agree to extend bereavement time beyond five (5) days.

In the event of the death of an aunt, uncle, niece, or nephew, up to two (2) days of bereavement leave, exclusive of sick leave, will be granted to attend a memorial service or funeral.

5-4 **Personal Days**

Each employee may have (3) days per year, non-cumulative for those purposes listed below:

- a. Specific religious holidays
- b. Emergency cases involving medical diagnosis
- c. Court cases specifically involving the teacher
- d. Attendance at the funeral of a person outside the immediate family
- e. Other purposes at the discretion of the Superintendent
- f. Unstated personal reasons

Half-day personal days will be allowed.

Written notice of the intention to take such leave shall be filed with the Superintendent at least 72 hours in advance. Exceptions will be made where the requirement of 72 hours advance notice would be a hardship or impossibility.

Personal business days will not be granted on days before or after the holidays or vacations except at the discretion of the Superintendent.

Teaching Assistants and Educational Assistants may choose to use one (1) sick day for one (1) religious holiday per year with prior written notice and still be able to retain their personal days.

5-5 **Unpaid Days**

Any days taken without pay must be approved in advance by the Superintendent.

5-6 **Leave of Absence**

Upon approval of the Superintendent, the Principal, in his/her discretion may grant unpaid leave, for any reason, up to one year. Upon return from said leave, the assistant will be offered a position comparable to the position prior to the leave.

ARTICLE VI – WORK ASSIGNMENTS

6-1 Educational/teaching assistants will work the full day on days when school is scheduled to be dismissed early. A full day is defined as the assistants' regular daily hours. Work assignments, on such days will be made by the principal or his or her designee.

6-2 Upon mutual agreement between the Educational Assistant and the principal, with the approval of the Superintendent, Educational Assistants may have the ability to attend, with pay, the three (3) scheduled full day professional development workshops, or any part thereof.

6-3 The normal work year for teaching assistants is 185 days. For the 2020-2021 school year only, the school department will agree to remove the three professional development days for teaching assistants reducing the 2020-2021 work year by three days (185-182 days). Teaching assistants will be paid for 185 days. The teaching assistant work day will be the student day at their respective schools. On Wednesdays, teaching assistants will work the same number of hours as the student day plus the length of the 'Teacher Wednesday' time at their respective schools. They will not be required to stay for additional time beyond the 'Teacher Wednesday' time; the end of their work day on Wednesday early release days will be identical to a regular school day. If a flexible work schedule is necessary, the work day will begin no earlier than one hour before the student day or no later than 30 minutes after the student day. Teaching assistants who are asked by the building principal to work 10 minutes beyond the student day on Monday, Tuesday, Thursday and/or Friday and agree to do so, will receive compensatory time on 'Teacher Wednesdays'.

Behavior Tech Teaching Assistants will have the discretion of working a 185 day (182 for 2020-2021) work year or a 220 day work year. On 'Teacher Wednesdays' and Admin Wednesdays (when possible) Behavior Tech Teaching Assistants will be permitted to utilize this time for data entry.

The work day for teaching assistants at the integrated pre-school who work the full day program will be from 8:50 am to 3:29 pm.

6-4 The normal work year for educational assistants is 180 school days. The school year is the student school year. The educational assistant may have the option of working with pay on the teacher's workday prior to the first day of classes. In choosing this option, the educational assistant will not be scheduled to work the day before Thanksgiving.

- 6-5 The work day for full time educational assistants will be 6.75 hours per day including a 30 minute paid lunch that will be scheduled by the building principal. Educational assistant lunches may be scheduled outside the time period during which students take their lunch. The additional fifteen (15) minutes may be scheduled at the beginning or at the end of the student day, to be determined by mutual agreement of the building principal and the educational assistant. Educational assistants will be paid for 6.75 hours. On Wednesdays, educational assistants will work the same number of hours as the student day plus the length of the ‘Teacher Wednesday’ time at their respective schools. For the 2020-2021 school year only, on opposite alternating Wednesdays, educational assistants will leave one (1) hour early.

The work day for educational assistants at the integrated pre-school who work the full day program will be from 8:50 am to 3:35 pm.

The student day is defined as follows:

- Bedford High School: 7:45 – 2:24 (Wednesday 12:54)
- John Glenn Middle School: 7:40 – 2:16 (Wednesday 12:43)
- Lane School: 8:22 – 2:46 (Wednesday 1:17)
- Davis School: 9:02 – 3:20 (Wednesday 1:55)
- Full Day Integrated Pre-K 9:35 – 2:50
- Half-Day Integrated Pre-K 9:35 – 12:25

The time remaining on Wednesdays after students are dismissed, will be reserved for professional development.

- 6-6 Employees will receive written notice of their job, location and hours by June 15th of the preceding school year. Assignments may change during the year to meet the needs of the system as determined by the Superintendent, with one week’s notice given the affected employee.

ARTICLE VII – JURY DUTY

If an employee is called for jury duty, he/she will receive his/her normal pay and shall, in return, sign over to the school department any payment received for such jury duty. If released from jury duty for a day or major fraction of a day, the employee will report to work.

ARTICLE VIII – WORKER’S COMPENSATION

When an employee is absent from school by order of his/her attending physician as a result of a personal injury arising out of and in the course of his/her employment, he/she may, if he/she so desires, be paid the difference between his/her full salary and the compensation received under Massachusetts GL Chapter 152 on account of said injury, provided that the amount of said difference shall in accordance with section 69, as amended, of said Chapter 152, be charged against the sick leave allowance to which he/she be entitled under Article 4 hereof. The foregoing provisions shall not apply in the case of an employee who is not entitled to such sick leave allowance.

Employees must report on the job injuries to the principal as soon as possible and must file for worker’s compensation. The failure to report an on the job injury or to promptly apply for worker’s compensation, will render an employee ineligible to use sick leave.

ARTICLE IX – REDUCTION IN FORCE/TERMINATION

- 9-01 If the School Committee determines in developing the next year's budget that a reduction of an assistant position is to occur, notice will be given at least sixty (60) days prior to effective date of the reduction. If it becomes necessary to reduce a position, as a result of circumstances not anticipated in the budget development process, then thirty (30) days' notice will be given. In both of the above instances, the Association President will be notified. The following steps will then occur:
- a. The position to be eliminated will be announced.
 - b. The least senior assistant will be so notified.
 - c. If the position vacated is to be filled, a voluntary transfer will be requested from the classification to which the employee is assigned and the position will be filled by the employee requesting transfer with the most seniority provided he/she has the necessary qualifications as determined by the employer.
 - d. If only one employee applied, approval of the transfer will be subject to a determination by the employer of the qualifications of the employee.
 - e. If there is no voluntary transfer, the least senior assistant will be transferred to the position. The position vacated by the transferred assistant will be filled by assignment of the Superintendent.
- 9-2 As positions are recalled, each laid off employee will be notified by certified mail in reverse order of layoff. The employee must respond to this notification within seven (7) workdays or will forfeit further recall rights.
- 9-3 An employee returning as a result of recall will return to the same salary step held before the layoff and their seniority will continue to accrue (i.e., if a person is laid-off after two (2) years of service and is rehired, the person will begin their third (3rd) year of service).
- 9-4 It shall be the BEA's responsibility to maintain an updated address list of all laid off employees for recall purposes.
- 9-5 A seniority list will be prepared by the Superintendent and sent to the Association President and each member of the bargaining unit on or before November 1 of each school year. Unless the list is challenged prior to December 1 by a written notice to the Superintendent and the President of the Association, it will be deemed accurate until a subsequent list has been issued. In the event of a challenge, the Association will notify the Superintendent within 30 days. If the challenge calls for a revision of the seniority list, the Superintendent will issue a new list before January 15. Ties in length of service will be resolved by the application of other service, if any, in the Bedford Public Schools; and if still unresolved, by lot.
- 9-6 Seniority will be determined by the length of uninterrupted service within the bargaining unit calculated in years, months, and day. The period of any unpaid leave will not be credited toward length of continuous service. When a member moves from one classification to another within the bargaining unit contract, they will retain their seniority within the bargaining unit contract calculated in years, months, and days.
- 9-7 The evaluation and supervision procedures do not preclude an administrator from using employee discipline to deal with a situation in which the Superintendent determines that an assistant's actions are unacceptable. Progressive discipline will be followed (i.e. oral reprimand, written reprimand, suspension without pay, dismissal) unless the Superintendent determines that the seriousness of the assistant's actions warrants initiating discipline beyond an oral reprimand.

No assistant will be issued a written reprimand, suspended, or dismissed without just cause.

ARTICLE X – VACANCIES

If a vacancy in a BEA bargaining unit position occurs and if the Committee intends to fill that vacancy, then:

- a. Notice of the vacancy will be given to the Association President on the next business day following receipt of notification by the Personnel Office of an employee's intention of departure and the first day of posting will be the following business day. Such vacancy notices will be posted in school for 10 working days.
- b. Any member of the bargaining unit may apply for said position.
- c. Any applicant from the bargaining unit will be considered before the position is filled.
- d. Any member will receive a letter (upon request) from the Superintendent or his/her designee for the decision not to hire. Any decision is grievable only through Level III (mediation).

ARTICLE XI – EARLY DISMISSALS

If there is a delayed opening or an unscheduled early dismissal of school, teaching/educational assistants will be paid for their regular hours.

ARTICLE XII – STAFF TRAINING

The Committee shall reimburse an employee for the cost of a course, seminar and/or workshop approved in advance by the Superintendent and which is in the employee's area of responsibility. Employees may participate in Superintendent-approved professional development programs (i.e. EDCO) that are offered to teachers at no cost or loss to the employee provided that the employee has received prior authorization from the principal and/or Superintendent to attend.

ARTICLE XIII – CONTINUANCE

Competent employees will be employed for the whole school year or from the beginning of their employment and shall be granted new assignments, if available, on a seniority basis for the following year if their assignment is changed.

ARTICLE XIV – PERSONNEL FILES

No derogatory material, including any document specifically addressed to the assistant, shall be placed in an assistant's file without his/her knowledge. This knowledge will be indicated by the assistant's signature being affixed to the material placed in the file.

The official personnel file for each member of the bargaining unit shall be kept at the office of the Superintendent of Schools. Supervisors and evaluators may maintain other files; however, their contents may not be used for personnel decisions unless the documents have been forwarded to the Office of the Superintendent.

ARTICLE XV – ASSOCIATION RIGHTS AND DUES

- 15-1 The parties agree to adhere to the terms outlined in MGL. C. 150E as amended by St.2019 c. 73 (amending Sections 5 and 5A of MGL c. 150E) including but not limited to the following Association rights:
- a. To meet with individual employees on the Committee's premises during the work day to investigate and discuss grievances, workplace-related complaints and other workplace issues;
 - b. To conduct worksite meetings during lunch and other non-work breaks and before and after the workday on the Committee's premises to discuss workplace issues, collective bargaining negotiations, the administration of collective bargaining agreements, other matters related to the duties of an exclusive representative and internal union matters involving the governance or business of the employee organization; and
 - c. To meet with newly-hired employees, without charge to the pay or leave time of such an employee, for not less than 30 minutes, not later than 10 calendar days after the date of hire during new employee orientation or, if the employer does not conduct new employee orientation, at an individual or group meeting.
- 15-2 The Committee shall notify the Association no later than 10 calendar days after the date a prospective employee accepts an offer of employment and provide in spreadsheet file format or other format agreed to by the Association: (a) name; (b) job; (c) title; (d) worksite location; (e) home address; (f) work telephone number; (g) home and personal cellular telephone numbers on file with the public employer; (h) date of hire; (i) work email address; and (j) personal email address on file with the public employer.
- 15-3 The Association shall have the right to use the email system of the Committee to communicate with bargaining unit members regarding official union-related matters including, but not limited to, elections, election results, meetings and social activities; provided, however, that the use does not create an unreasonable burden on network capability or system administration.
- 15-4 The Association shall have the right to use the Committee's buildings to conduct meetings with unit members regarding bargaining negotiations, the administration of collective bargaining agreements, the investigation of grievances, other workplace-related complaints and issues and internal union matters involving the governance or business of the union; provided, however, that the use does not interfere with the Committee's operations.
- 15-5 Should St. 2019 c. 73 be repealed or amended the Parties agree to reopen Article 4 for the sole purpose of renegotiating this Article of the Contract."

ARTICLE XVI – ADDITIONAL COMPENSATION

- 16-1 Educational assistants shall be paid for the following holidays, or days observed as such. The rate of pay shall be at the number of hours normally worked each day.

New Year's Day	Columbus Day
Martin Luther King Day	Veterans' Day
President's Day	Thanksgiving Day
Patriot's Day	Day After Thanksgiving
Memorial Day	Christmas Day
Labor Day (when school starts before Labor Day)	

Educational assistants who work less than a 5-day work week **and** who are hired after July 1, 2005 will be paid for certain holidays: New Year's Day, Thanksgiving Day, day after Thanksgiving, Christmas Day, and Veterans' Day.

16-2 STIPENDS

Behavior Tech Teaching Assistant	\$2,000 (additional \$380 for 220 day BT TA)
Integrated Pre-School Behavioral Assistant	2,000

For this section:

- a. A SAIL 1 Behavior Tech TA is responsible for providing direct support to students who are diagnosed with Autism Spectrum Disorder or related disorders in a sub separate classroom, implementing individualized academic and behavior programs. The Behavior Tech TA will provide instruction using the principles of Applied Behavior Analysis including discrete trial task analysis and naturalistic teaching.
- b. A SAIL 2: Behavior Tech TA is responsible for providing direct support to students who are diagnosed with Autism Spectrum Disorder or related disorders in a general education classroom. The Behavior Tech TA will also be responsible for small group instruction in the general education classroom setting and implementing individualized academic and behavior programs. The Behavior Tech TA will provide instruction using the principles of Applied Behavior Analysis including discrete trial task analysis and naturalistic teaching.

16-3 Educational assistant personnel asked to substitute as an administrative assistant, librarian or teacher (where applicable) will receive their regular rate of pay plus an additional \$12 an hour prorated for increments of thirty (30) minutes or any portion thereof. The assignment to substitute must be made by a building principal or assistant principal. An educational assistant, within his/her classroom assignment, will substitute for up to one hour without additional compensation to afford the classroom teacher the opportunity to attend an IEP meeting, when required. When IEP meetings extend beyond 1.25 hours, the EA will receive \$12 an hour above his/her regular pay prorated for increments of 30 minutes or any portion thereof. When an educational assistant is asked to substitute for a teaching assistant, he/she will receive an additional \$4 per hour above and beyond his/her regular pay.

16-04 An educational assistant asked by his/her immediate supervisor to work beyond the regular workday will be paid his/her hourly rate in increments of one half hour.

16-05 Teaching assistants asked to substitute as a teacher will receive \$12 an hour above and beyond his/her regular pay prorated for increments of thirty (30) minutes or any portion thereof. A teaching assistant, within his/her classroom assignment, will substitute for up to one hour without additional compensation to afford the classroom teacher the opportunity to attend an IEP meeting, when required. When IEP meetings extend beyond 1.25 hours, the TA will receive \$12 an hour above his/her regular pay prorated for increments of 30 minutes or any portion thereof.

16-6 A teaching assistant asked by his/her principal or assistant principal to work beyond the regular workday will be paid one sixth (1/6) of his/her per diem rate increments of one half (1/2) hour.

16-7 The EA/TA Request for Additional Compensation form will be filed by the teaching/educational assistant. Said form will not be modified without first consulting with the teaching/educational assistant.

ARTICLE XVII – SALARY PAYMENT

17-1 The salaries for TA's contained within this contract shall be paid bi-weekly in accordance with the options below as each employee shall choose, provided the Business Office of the School Department is so notified in writing by June 30th.

- a. 22 equal pay periods
- b. 26 equal pay periods

Yearly insurance premiums for teaching assistants will be divided equally and deducted bi-weekly in accordance with the payroll schedule for the school year involved (as outlined above).

17-2 The salaries for EA's shall be paid biweekly in accordance with the payroll schedule with the options below as each employee shall choose, provided the Business Office of the School Department is so notified in writing by June 30.

- a. 22 equal pay periods
- b. 26 equal pay periods

Yearly insurance premiums for educational assistants will be divided equally and deducted bi-weekly, however, those educational assistants who elect the 26 pay period option, as outlined above, and who elect family health insurance coverage must be at step 7 of the salary schedule in order to elect this option. Otherwise, the 22 pay period option must be selected.

17-3 More than one-half year of satisfactory service to the Bedford Public Schools entitles the employee to advance to the next level on the salary schedule at the beginning of the following year.

17-4 Direct deposit of salaries will be allowed.

17-5 New teaching/educational assistants will not be hired above Step 3.

ARTICLE XVIII – LONGEVITY

18-1 Longevity payments for **Educational Assistants** will be paid out on or before the last paycheck in October according to the following schedule:

- \$500 after 5 years of service
- \$775 after 10 years of service
- \$975 after 15 years of service
- \$1275 after 20 years of service
- \$1525 after 25 years of service
- \$1700 after 30 years of service

18-2 **Teaching Assistants** will be granted longevity according to the following schedule:

- \$500 after 5 years of service
- \$1150 after 10 years of service
- \$1350 after 15 years of service
- \$1550 after 20 years of service
- \$1750 after 25 years of service
- \$1950 after 30 years of service

- 18-3 For purposes of calculating longevity, years of service in the bargaining unit will apply. An employee hired after the start of the work year will be credited with a full year if hired within the first ninety (90) school days.
- 18-4 An employee with a minimum of ten (10) years of service in the unit who provides a written notice of his/her intent to retire at the end of the current school year, will receive his/her longevity payment with the final paycheck, in a separate check. Employees are not eligible for longevity payments upon retirement unless a full year of service is completed. Employees who provide written notification to retire after the close of school through September 30th, will receive the longevity payment for the immediately past completed school year within 30 days of the notification of his/her intent to retire.

ARTICLE XIX - EVALUATION

- 19-1 An evaluation of teaching/educational assistants will be prepared once annually, by a building administrator (minimum supervisor/director licensure), by March 1. If any item in the evaluation is rated “needs improvement” or “unsatisfactory”, a plan of improvement will be implemented and a subsequent evaluation will be completed prior to May 1. If after a second evaluation cycle, little or no improvement is evident, he/she may be dismissed for cause.
- 19-2 A teaching/educational assistant within the first three years of employment within the Unit may be subjected to non-renewal at the end of the year regardless of the result of his/her evaluation. After three (3) years of successful evaluations, an assistant will be evaluated every other year.
- 19-3 Between November 1 and March 1, assistants will be evaluated through the use of multiple, informal, unannounced walk-throughs in his/her environment. All monitoring or observation of the work performance of assistants will be conducted openly and with full knowledge. Classroom teachers/special education teachers who work directly with assistants will be encouraged to provide additional written feedback. If at any time it is apparent that an assistant is in need of remediation, the issue will be addressed within (3) school days from when observed.
- 19-4 The evaluator will complete the standard evaluation form (Appendix C) and provide a copy of the evaluation to the teaching/educational assistant no later than March 1. Within five (5) school days, the assistant will have the opportunity to meet with his/her evaluator.
- 19-5 Should the assistant disagree with the contents of the evaluation, he/she will be given the opportunity to submit, within ten (10) school days, a written response which the supervisor will initial and attach to the original report.

ARTICLE XX – 403(B) PLAN

Beginning in the 2006-2007 school year, the School Committee agrees to match a maximum \$200 per year contribution to a 403(B) plan.

ARTICLE XXI – HEALTH AND LIFE INSURANCE BENEFITS

Educational assistants who regularly work twenty (20) hours per week or teaching assistants employed at half time or greater, shall be afforded and have made available to them in kind all health and life insurance benefits provided to all other Town employees and shall be included in any improvements granted to other Town employees.

ARTICLE XXII – SEVERABILITY

In the event that any provisions or portion of the Agreement is ultimately ruled invalid for any reason by an authority of established and competent legal jurisdictions, the balance and remainder of this Agreement shall remain in full force and effect. (TA contract)

ARTICLE XXIII – DURATION

This Agreement shall be effective July 1, 2020 and shall continue in full force and effect until midnight June 30, 2021.

MISCELLANEOUS

A joint Evaluation committee will be formed with the purpose of revising the job descriptions for educational assistants and teaching assistants. The committee will be comprised of two (2) unit members and 2 Administrators. The committee will begin its work no later than October 1, 2020 and will submit recommendations by February 1, 2021.

APPENDIX A – SICK LEAVE BANK

1. It shall be the policy of the Bedford School department to establish a Sick Leave Bank, the purpose of which shall be to enable all paraprofessional employees to contribute a portion of their sick leave accumulation for use by a participating member whose sick leave accumulation is exhausted through prolonged illness (disability). The Bank shall be limited to a maximum of 200 days of sick leave per school year except when regular contributions to the Bank exceed the cap.
2. Membership in Sick Leave Bank
 - a. Application shall be made at the initial implementation of employment. New employees are eligible for benefits at the completion of forty-five (45) days employment.
 - b. Payments are made on a workday basis.
 - c. All paraprofessional employees will initially be assessed one (1) day for the Bank. The Sick Leave Bank Committee may assess for no more than two (2) days a year if needed to keep the bank solvent. The Bank will be restocked when legitimate requests are greater than the balance in the bank.
3. Paraprofessional Sick Leave Bank Committee
 - a. The Paraprofessional Sick Leave Bank Committee shall consist of the following:
 - One Education Assistant
 - One Teaching Assistant
 - An individual appointed by the Superintendent
 - Director of Finance
 - b. Each member, with the exception of the Director of Finance, shall be appointed by the group he/she represents.
 - c. The Paraprofessional Sick Leave Bank shall be administered by the Sick Leave Bank Committee through the office of the Director of Finance.
4. Duties of Sick Leave Bank Committee
 - a. To govern all phases of the Bank.
 - b. To hear and review one (1) appeal on all decisions.
 - c. To render a final decision after an appeal.
 - d. To review long-term cases over sixty (60) days.
 - e. To receive and file medical statements from said borrower at the end of each sixty (60) day period.
 - f. To enforce all policies of the Bank.
 - g. To re-examine at least once a year the by-laws of this Sick Leave Bank.
5. Administration of Sick Bank Benefits
 - a. All personally accrued sick leave must be exhausted.
 - b. Application to Bank may be made prior to expiration of sick leave, including certification by a physician, to expedite benefits.
 - c. The Sick Bank Committee shall not grant an excess of 180 days for any employee.
 - d. The decisions of the Sick Leave Bank Committee with respect to eligibility and entitlement shall be final and binding and shall not be subject to the grievance and arbitration provisions of this Agreement.
6. Sick Leave Bank By-laws and Definitions
 - a. Bank Member or Participating Member means one who has contributed the requisite number of sick days and remains in said category until such time as the Bank is depleted and additional assessment is requested.

- b. Paraprofessional means teacher assistant or education assistant.
- c. Sickness means sickness or disease commencing while the Agreement is in force as to the bank member.
- d. Disability means the complete inability of the bank member to perform any and every duty of his regular occupation.
- e. Legally Qualified Physician means a physician who has been licensed by the State of Massachusetts to practice medicine within the state.
- f. Basic Weekly Earnings means the bank member's weekly rate of earnings not including any remuneration for special activities and other extra compensation.
- g. Medical Statement means a statement from a legally qualified physician indicating that the bank member has a disability as defined.

7. Payment of Benefits

Upon receipt of proof that the member while a member in good standing has become disabled by injury or sickness, and requires the regular attendance of a legally qualified physician the member will receive a weekly remuneration equal to his/her basic weekly earnings during the continuance of such disability for a period not exceeding the Maximum Benefit Period stated in the Agreement except that:

- a. No benefits will be paid until all individual sick leave accumulations are exhausted.
- b. Benefits will be reduced or eliminated as defined under "Benefit Reduction".

8. Termination of Agreement

The Agreement will terminate automatically upon the occurrence of any of the following events:

- a. All accrued sick days in bank have been depleted and the request for additional assessment is not authorized by the membership within five (5) days of the request.
- b. On the date that a bank member ceases active work in the group of personnel eligible for benefits under this Agreement.

9. Changes in By-Laws Governing the Sick Leave Bank

Changes must be approved by a majority of the members present at an announced meeting. All changes are subject to approval of the Bedford School Committee.

10. Benefit Reduction

If the bank member is entitled to other income benefits, as defined below, or if such income benefits become payable to the bank member, his or her spouse, child, parent or other auxiliary for the same period of disability for which a weekly benefit is payable in accordance with the terms of this Agreement, then the amount of such weekly payments which is payable hereunder shall be reduced by the amounts of these other incomes.

Other income benefits, referred to above, include:

- a. Any amount payable under any Worker's Compensation Law, Occupational Disease Law, or any other legislation of similar purpose.
- b. The amount of any disability income benefits provided under any compulsory benefit act or law.
- c. Any periodic cash payable by virtue of the entitlement of the bank member, or which would have been payable if any application for the same were approved, under the Federal Social Security Act (primary and family benefits) provided that this Section 3 shall be inapplicable in any case in which due proof is submitted to the Town of Bedford that, after determination, the Bank member's application for such Social Security cash payments has been disallowed.

NOTE: If any Bank member becomes entitled to receive benefits under this Agreement the amount of his/her benefit will be reduced due to a change in the Federal Social Security Act so long as the Agreement is continued and remains in force.

11. Bank Committee Request for Examination by Bank Committee Selected Physician

The Bank committee may at its discretion request that a participating member receiving benefits be examined by a legally qualified physician of its choosing. Should this physician be in disagreement as to total disability, a third, legally qualified physician, acceptable to both the participating member's own physician and the bank committee's selected physician, will be chosen to examine the Bank member. His decision would be binding. The latter two examinations will be performed without cost to the participating member.

12. Recurrent Disability

If, following a period of disability due to sickness or injury, the Bank member shall resume his/her regular occupation and perform all the important duties thereof for a continuous period of three (3) months or more, any subsequent disability resulting from or contributed to by the same cause or causes shall be considered as a new period of disability and treated in accordance with the applicable provisions of the Agreement, but if said period during which the Bank member resumes his/her regular occupation shall be less than three months, such subsequent disability, provided the Agreement is in force, shall be deemed a continuation of the same disability and the liability for the entire period shall be subject to the limitations applicable in the part or parts of the Agreement under which the original period of disability was covered.

13. Exclusions

This Agreement does not cover:

- a. Any disability commencing during the first twelve (12) months that the insurance is in force with respect to the Bank member if the disability is caused or contributed to by, or is a consequence of, a disease or injury for which the Bank member received medical treatment, or services, or took prescribed drugs or medicines during the three (3) month period immediately prior to the effective date of such insurance.
- b. Any disability resulting from:
 1. Insurrection, rebellion or participation in a riot.
 2. Intentionally self-inflicted injuries.

**APPENDIX B – SALARY SCHEDULE
EDUCATIONAL ASSISTANTS**

**Educational Assistants Pay Rates
2020-2021 (FY2021)**

Step	Hourly Rate	Daily Rate	Annual (6.75 HRS)	Annual (11 Holidays)
1	\$14.94	\$100.85	\$18,152	\$1,109
2	\$15.64	\$105.57	\$19,003	\$1,161
3	\$17.08	\$115.29	\$20,752	\$1,268
4	\$17.58	\$118.67	\$21,360	\$1,305
5	\$18.14	\$122.45	\$22,040	\$1,347
6	\$18.81	\$126.97	\$22,854	\$1,397
7	\$19.49	\$131.56	\$23,680	\$1,447

**Teaching Assistants Pay Rates
2020-2021 (FY2021)**

Step	Daily Rate
1	\$139.46
2	\$139.46
3	\$141.39
4	\$141.39
5	\$144.22
6	\$144.22
7	\$147.43

APPENDIX C

BEDFORD PUBLIC SCHOOLS Teaching Assistant/Educational Assistant – Performance Evaluation

Name: _____

Date of Report: _____

Assignment: _____

School: _____

RATING SCALE

1 = Exceeds Requirements	Performance consistently exceeds expectations and requirements.
2 = Meets Requirements	Performance consistently meets expectations and requirements.
3 = Needs Improvement	Performance meets minimal expectations and requirements. Written improvement recommendations will be included.
4 = Unsatisfactory	Performance is below expectations and requirements. Potential for improvement must be evident or could be considered for termination. Written improvement recommendations may be included.

A. Support to Instruction:

Rating

1. Carries out instructional programs and lessons developed by the teacher
2. Assists individual students or groups of students in performing activities
3. Helps keep students on task
4. Assists classroom teacher in helping students achieve academic expectations

B. Classroom Management:

1. Ensures that proper safety practices are followed at all time
2. Assists classroom teacher in helping students achieve behavioral expectations
3. Establishes and effectively maintains an effective working relationship with students
4. Recognizes and implements priorities
5. Uses time productively and efficiently
6. Provides support in crisis situations
7. Facilitates peer interactions and supports students in social situations

C. Professional Responsibility:

1. Uses discretion when dealing with confidential information _____
2. Demonstrates flexibility in adjusting to change in assignment _____
3. Demonstrates punctuality and dependability in the performance of school duties _____
4. Follows rules and policies set by the school district _____
5. Relates positively with students, parents, and staff _____

D. Additional Evaluative Criteria for Teaching Assistants

1. Assists with specific student supports in the implementation of IEP goals and benchmarks and/or related behavior plans _____
2. Provides student support services in all environments of the school setting under the guidance of the special education liaison _____
3. Provides regular feedback to special education liaison on progress experienced by students in addressing IEP goals _____
4. Assists students with the necessary skills and work habits to become independent learners _____
5. Demonstrates the ability to work with diverse learning styles _____

Commendations:

Recommendations:

____ **Recommend rehire**

____ **Recommend rehire with a plan for improvement attached**

____ **Recommend not to be rehired**

Evaluator's Signature _____ **Date** _____

Employee's Signature _____ **Date** _____

Employee's signature indicates that he/she has received and read this report. Any written comments need to be attached within ten days. A copy will be placed in the employee's personnel file.

FOR THE SCHOOL COMMITTEE:

Daniel Brosgol, Chairperson
Bedford School Committee

FOR THE ASSOCIATION:

James Sunderland, President
Bedford Education Association

FOR THE TOWN OF BEDFORD:

Select Board

Date