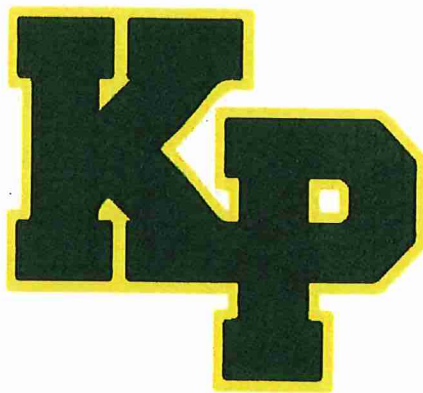


AGREEMENT BETWEEN
THE
KING PHILIP REGIONAL
SCHOOL COMMITTEE
AND THE
KING PHILIP TEACHERS
ASSOCIATION
UNIT D – TEACHER ASSISTANTS



July 1, 2025 – June 30, 2028

KING PHILIP TEACHERS ASSOCIATION

UNIT D – TEACHER ASSISTANTS

AGREEMENT

This agreement is made and entered into at Norfolk, Massachusetts, by and between the King Philip Regional School District Committee, hereinafter designated as the Committee, and the King Philip Regional Teachers Association, Unit D Teacher Assistants, hereinafter designated as the Association, which is an employee organization acting as the exclusive representative of certain of the employees in the employ of the Committee.

WITNESSETH

Whereas the Committee and the Association, in the manner and to the extent provided in this agreement desire to enter into a contract relating to wages, hours, and other conditions of employment for the employees described in the Recognition Clause, now therefore in consideration of the mutual agreements herein contained and the performance by the parties to this agreement of the provisions and obligations hereinafter set forth, the Committee and the Association hereby mutually and jointly agree as follows:

ARTICLE I RECOGNITION

In accordance with the provisions of Chapter 150E of the General Laws of the Commonwealth of Massachusetts, the Committee, during the term of this agreement, recognizes the Association as the exclusive representative for purposes of collective bargaining with respect to wages, hours, standards of productivity and performance, and other conditions of employment for all full-time and regular part-time Teacher Assistants employed by the Committee. The Committee will not bargain with any individual or group of individuals other than the representatives of the Association on such matters as described herein.

ARTICLE II TERMS OF AGREEMENT

This agreement shall continue in effect from July 1, 2025 to June 30, 2028. This agreement may not be altered, changed, or rewritten at any time except by mutual agreement of the parties.

ARTICLE III SEVERABILITY

If any provisions of this agreement shall be found contrary to law, then such provisions shall not be deemed valid and subsisting, except to the extent provided by law. The parties shall meet forthwith to negotiate replacement language for such invalid provisions. All other provisions of the agreement shall

continue in full force and effect. No agreement, understanding, alteration, or violation of the terms of this agreement shall bind the parties unless made and executed in writing by the parties.

ARTICLE IV GRIEVANCE PROCEDURE

- A. A Grievance is defined to be a dispute over the interpretation or application of any of the terms of this agreement.
- B. The procedure set forth herein is intended to produce prompt and equitable solutions at the lowest possible level to any grievance between the parties.

1. Level One

Grievances shall be submitted to the building principal or other appropriate administrator within ten (10) working days of the occurrence or first knowledge of, or when the employee did or reasonably should have known of the act or circumstance giving rise to the grievance. The submission shall include the provision allegedly violated, the grievant, and a suggested remedy. The administrator shall meet with the grievant within ten (10) working days of the receipt of the grievance and shall reply in writing within five (5) working days of the meeting.

2. Level Two

If the grievance is not satisfactorily resolved at Level One, it shall be submitted in writing to the Superintendent within five (5) working days of the administrator's decision or of the last day that a decision was to be issued. The Superintendent shall forward a copy of the grievance to the School Committee. The Superintendent shall meet with the grievant within five (5) working days of receipt of the grievance and shall respond within five (5) working days of the meeting.

3. Level Three

If the grievance is not satisfactorily resolved at Level Two the Association may file a demand for arbitration with the American Arbitration Association or the Board of Conciliation and Arbitration within ten (10) working days of the receipt of the Level Two decision or of the last day that a decision was to be issued. The arbitration shall proceed under the Voluntary Labor Arbitration Rules of the American Arbitration Association, or the Board of Conciliation and Arbitration and the cost shall be shared equally between the parties. The decision of the arbitrator shall be final, and the arbitrator shall have no authority to add to, subtract, or alter any provisions of this agreement.

- C. The Association shall have the right to be present at all steps of the grievance procedure.
- D. Nothing in this procedure shall operate to prevent the parties from mutually agreeing to extend any time limits or to avail themselves of any alternative dispute resolution process.
- E. No document pertaining to any grievance shall be filed in the personnel folder of any employee.

- F. There shall be no action taken against any employee because of the employee's participation or non-participation in the grievance procedure.
- G. Working days shall be any day when the Superintendent's office is open for business.
- H. The fees of the arbitrator shall be split equally between the parties, but each party shall bear its own expenses for the presentation of its case. The arbitrator shall have only the power to interpret what the parties to this Agreement intended by the specific clause in the Agreement. The arbitrator shall be bound by the provisions of this Agreement, and shall not have any authority to add to, subtract from, modify, or otherwise change any of the terms or provisions of this Agreement.

ARTICLE V EVALUATION

- A. All evaluations will be conducted openly and with the full knowledge of the employee using the District's evaluation instrument, a copy of which is attached to this Agreement as Appendix B. Employees will be given at least two weeks' notice of the date of an evaluation meeting. All evaluations shall be done prior to May 30th. Evaluations shall be conducted by the Special Education Department Head, Director of Student Services, the Building Principal and/or their designee.
- B. Any complaint regarding an employee shall be promptly called to the attention of the employee. The employee shall be entitled to a copy of any written complaint and shall have the opportunity to file a written response within five (5) working days of receipt of the complaint. Any written answer submitted will be attached to the file copy.
- C. The first school year of service (September to June) shall be considered to be an employee's probationary period. During any probationary period, the District may discipline or otherwise dismiss an employee without such action being the subject of a grievance under the terms of Article IV of this contract.
- D. No Teacher Assistant will be disciplined or discharged for arbitrary or capricious reasons.

ARTICLE VI SICK LEAVE

- A. Sick leave shall be fifteen (15) days annually for Teacher Assistants to be available on the first day of the school year. Should the employee terminate employment during the school year the amount of sick leave earned shall be prorated. Maximum accumulated sick days shall not exceed one hundred and eighty (180) days.
- B. The Committee shall grant up to five (5) days per year in case of a serious illness of the immediate family which requires the personal care of the employee. For the purpose of this article, immediate family shall mean spouse, children, parents, brothers or sisters or other relatives who live in the employee's household. The Superintendent may grant up to an

additional five (5) days for serious illness at his discretion. The School Committee may approve up to twenty (20) additional days, as recommended by the Superintendent. Such days will be granted only if the employee has sufficient sick leave and are to be subtracted from the employee's accumulated sick leave.

- C. If a member has an extended illness longer than fifteen (15) consecutive school days, the member may be asked to furnish the Superintendent with a fitness for duty letter from their physician stating that the member is either able to resume their duties without restriction or identifying possible accommodations that would allow the member to return to work and perform their duties.
- D. The Association acknowledges that the Association and the Committee are subject to the provisions of the Family Medical Leave Act ("the FMLA"). The FMLA shall not increase or decrease the length of leave available to eligible employees under this Agreement. Where an employee takes leave under one of the aforementioned Articles for a reason which would entitle an employee to leave under the FMLA, such leave will also be considered FMLA leave and will be deducted from the employee's statutory FMLA leave entitlement. FMLA leave is not cumulative and is not in addition to leaves currently available to the extent such leaves are for reasons covered by the FMLA. Alleged violations of the FMLA are not subject to Article IV of this Agreement.
- E. Unit D Members who complete a full academic year without using a sick day will receive \$100 to be paid at the end of the school year in June but no later than July 15th.

ARTICLE VII SICK LEAVE BANK

A sick leave bank shall be established by members of the bargaining unit voluntarily contributing two (2) days of their accumulated sick leave days for use by a participating member whose sick leave is exhausted through prolonged illness.

1. The sick bank will be used only when the employee is prevented from working because of illness or injury of the employee and when this disability is of a prolonged nature, that is, ten (10) consecutive working days or more.
2. A doctor's certificate shall be required for benefits under the sick bank plan.
3. The sick bank will cover prolonged illness, but only after the applicant's accumulated sick days are exhausted. Example: An employee who is absent thirty (30) consecutive days because of illness and has twelve (12) sick days at the beginning of the prolonged illness will be paid using sick bank days from the 13th to the 30th sick day.
4. The initial grant of days from the sick bank will cover up to twenty (20) working days of any one prolonged illness, and the grant will end on the last school day of the school year in which the prolonged illness began. Consideration will be given for additional days beyond twenty (20) in the event that the prolonged illness continues.
5. An employee eligible to join the sick bank must apply for membership on a form provided by the sick bank administrators. Employees wishing to join the sick leave bank must apply for membership by November 1 of each school year. Only employees who have been employed by the King Philip Regional School Committee for two (2) years or more may contribute to and participate in the sick leave bank. Eligible members who do not join the Sick Leave

Bank upon receiving non-probationary employee status shall be allowed to join the Sick Leave Bank in subsequent years only after contributing to the Sick Leave Bank an amount of accrued sick leave days equal to the years the employee has as a non-probationary employee.

6. Once employees elect to participate in the Sick Leave Bank, membership is established for the duration of their employment by the King Philip Regional School District, unless they submit a written statement to discontinue membership in the Sick Leave Bank. If the sick bank is exhausted, i.e., if all the sick days contributed to the bank have been used, the bank shall be replenished by the automatic contribution of an additional day of sick leave from each member of the Sick Leave Bank. Such additional days will be deducted from the member's accumulated sick leave.
7. The sick leave bank committee will be administered by a committee of four: two members representing the Association, and two members representing the School Committee. All requests for use of days shall be directed to this sick bank committee. The decisions of the Committee shall be final and not subject to the grievance and arbitration procedures. Only those employees who voluntarily contribute to this bank shall be eligible for its benefits.
8. Those applying to utilize the sick leave bank shall complete a Sick Leave Bank Application. The Application, with required information attached, including the attending physician's certification and a copy of the application form joining the sick leave bank, shall be submitted to the Superintendent's Office, who will have appropriate data recorded and verified prior to submitting data sets to the Chair of the School Committee, with a duplicate set forwarded to the President of the King Philip Teachers Association.
9. Upon retirement from the King Philip Regional School District, a member may contribute up to twenty (20) accrued but unused sick days to the Sick Leave Bank.

ARTICLE VIII OTHER LEAVES

A. Bereavement Leave

1. A Unit D Member shall be allowed to attend bereavement services of members of the family with no loss of pay or sick leave. In cases of immediate family, the Unit D Member shall be allowed up to a maximum of five (5) days with no loss of pay or sick leave.
2. Immediate family shall mean husband, wife, child, father, mother, brother, sister, father-in-law, mother-in-law, grandparent, grandchild, aunt, uncle, or legal guardian.
3. In the event of the death of the Unit D Member's brother-in-law or sister-in-law, the employee shall be allowed up to a maximum of three (3) days with no loss of pay or sick leave.

B. Personal Leave

Teacher Assistants will be allowed to be absent not more than three (3) non-consecutive workdays for personal business which cannot be conducted during non-work time. The district

will be notified at least forty-eight hours in advance except in case of an emergency. A fourth personal day may be granted at the discretion of the Superintendent following submission of a written request by the employee. Personal days shall not be used for recreational activities, outside employment, or to extend a vacation, holiday, or any other leave provision of this contract. Any personal leave not used during a contract year will be added to the employee's sick leave accumulation. A leave of absence without pay may be approved by the Superintendent on an individual basis.

C. Religious Leave

Each employee shall be entitled to up to two (2) days paid leave for the purpose of observing religious belief during normal work hours. Advance notice of a week shall be given by the employee to the administration. Any additional days for observing religious holidays shall be deducted from personal leave.

D. School Cancellation Days

1. The Superintendent will determine if school is to be cancelled. When school is cancelled for students, Teacher Assistants will not be required to report and will not be paid. The employee will make up the day on the date it is rescheduled by the Superintendent and will be paid at that time.
2. If, in the event, the Superintendent dismisses students from school early because of unsafe, unsanitary, or unhealthy conditions, all employees of the bargaining unit will be dismissed, following student dismissal, if in the opinion of the Superintendent those same conditions will be detrimental to the employees. Unit D members shall be paid for the full working day if the conditions above require an early dismissal unless the school day is made up at a later date.

E. Maternity and Child Rearing Leave

1. Employees, whether single or married, shall be entitled to up to twelve (12) weeks for the purpose of giving birth and recovery therefrom under the following conditions subject to the provisions of the Family and Medical Leave Act:
 - a. They have been employed over 20 hours per week for at least ten months of continuous employment.
 - b. They have requested such leave at least two (2) weeks in advance of its commencement.
 - c. They have stated the desired commencement date of such leave and the date of return to duty.
 - d. They shall be restored to their previous or similar position with the same status, pay, length of service credit, and seniority effective at the beginning of the leave provided that no other employees of equal length of service credit and status in the same or similar position have been laid off during the period of such maternity leave. The employee on maternity leave shall retain any preferential consideration for another position.
 - e. They may elect to utilize any accumulated sick leave, vacation, or other paid leave during their period of physical disability. Sick leave can only be paid during the time

a physician certifies the employee to be physically disabled.

2. Employees with three or more years of service shall be entitled to leave without pay for up to one year when combined with the leave to which they are entitled under Section 1 of this subsection.

F. Parental Leave

1. A leave of absence shall be granted for parental leave to Unit D members on the terms and conditions set forth in this sub-section.
 - a. The employee shall give the Superintendent at least two (2) weeks' notice of the employee's anticipated date of departure and the employee's intention to return to full-time employment or provide notice as soon as practicable if the delay is for reasons beyond the individual's control.
 - b. Parental leave shall commence on the first day of absence for the birth or adoption of a child. Parental leave shall run for forty (40) school days from the first date of absence for a birth or adoptive parent, which period shall not be interrupted by vacation periods and summer vacation.
 - c. Alternatively, a Teacher Assistant may elect to take twelve (12) weeks of leave for the purpose of giving birth and recovery therefrom. Said leave shall not include any school year vacation periods, summer vacation periods, observed holidays, or school closure days.
 - d. They shall be restored to their previous, or a similar position with the same status, pay, length of service credit and seniority effective at the commencement of leave provided no other Unit D Members of equal length of service, credit, and status in the same or similar position have been laid off during the period of such parental leave. Such Unit D Member on parental leave shall retain any preferential consideration for another position for which they may be entitled as of the date of their leave.
2. Unit D members shall be granted child-rearing leave for a period which shall terminate no later than the opening day of the school year next following the date of the first birthday of the child involved under the following conditions:
 - a. They make application for such leave to the Superintendent and state the beginning and ending dates for the leave.
 - b. They shall be restored to their previous, or a similar position in accordance with Section H.1.d. above.
 - c. They may participate in the group medical and life insurance programs at their own expense during the child-rearing leave. The District will pay group medical and life insurance only during the twelve (12) week leave stated in Section H-1.
 - d. They may not accrue any benefits for the period of said unpaid leave.

- e. A member on unpaid leave for child-rearing must notify the Superintendent, in writing, of her intention to return to duties from such leave no later than January 15, preceding the school year for which the return is requested.
- 3. Unit D Members on leave under Paragraphs 1 and 2 above may elect to utilize their accumulated sick leave during their period of physical disability. Sick leave shall be paid only during the time period in which a physician certifies the Unit D Member to be physically disabled.

G. Jury Duty

If an employee is called to serve on a jury the Committee shall pay to the employee the difference between the employee's regular rate of compensation and the compensation received for jury duty.

H. Military Service

Unit D Members inducted or called up from reserves into active duty of the United States military service shall retain their position on the salary schedule and the seniority list and may, at the discretion of the School Committee, receive credit for service experience for placement on the salary schedule upon return to the District, providing they return within four (4) months after discharge.

Nothing in this provision shall be interpreted to apply to Unit D Members who voluntarily join the armed services, nor shall this provision be interpreted to impose any mandate that is not expressly provided for herein or otherwise imposed by federal or state law and any such conflict will be resolved by compliance with the applicable federal or state law. Nothing herein shall be interpreted so as to violate state or federal statutes.

ARTICLE IX TRANSFERS AND VACANCIES

- A. All vacancies and new positions will be posted for at least five (5) working days in order to allow employees to request transfers. Interested employees shall apply for the position within five (5) days of the close of the posting. Qualified employees shall be granted the transfer in accordance with seniority in the following manner. There shall be one (1) seniority group of Teacher Assistants. In these situations, in which a highly specialized skill (e.g., interpreter for the deaf) is required, seniority shall not be the governing factor in transfer selection unless more than one Bargaining Unit member possesses the particular skill necessary for proper performance of the duties of the position.
- B. Applicants from within the district shall be given consideration for any vacancy that may arise, however, the district retains the right, after posting the position, to consider outside applicants. Seniority will not govern transfers between buildings without advance approval of the principal in whose building the applicant seeks to fill.

In filling vacant positions, the Committee will consider the qualifications of all applicants. When

the applicants include people outside the District and the qualifications of the applicants are substantially equal, experience in the bargaining unit will be given due weight.

- C. A copy of each posting shall be sent to the designated Association representative which will include the job title, preferred qualifications, salary, and closing date for applications for the position. During the school year, a copy of each posting will be posted in each school building on a school department bulletin board.

ARTICLE X DEDUCTIONS

- A. During the term of this Agreement the Committee agrees to deduct Association dues in accordance with the "Authorization for Payroll Deduction Form" from the pay of each employee who has executed such form. On a monthly basis the Committee shall forward all dues thus collected to the treasurer of the Association along with a list of employees who have said dues deducted. Such authorization may be withdrawn by giving thirty (30) days' notice to the Committee and the Association Treasurer.
- B. The Association shall indemnify, defend, and hold harmless the Committee in the event of suits against the Committee or member municipalities on account of such payroll deductions. The Association agrees to refund to the Committee any amount paid to it in error on account of payroll deduction provisions upon presentation of proper evidence thereof.
- C. The Committee agrees to enter into written agreements with any employees for the purchase of individual or group annuity programs in accordance with Chapter 71, Section 37B, of the General Laws of the Commonwealth of Massachusetts. An employee can sign a new contract during the months of September and April of each year.
- D. The Committee agrees to make deductions as authorized in writing by the employees for credit union transactions in accordance with Chapter 149, Section 178B of the General Laws.

ARTICLE XI HOLIDAYS

The school calendar, as adopted by the Committee, establishes holidays and school recess periods for the employees who work on teacher and/or student days.

Employees will be granted paid holidays on all legal holidays. No personal days shall be used the day before or the day after the holiday to be eligible for the paid holiday. All employees will be allowed to leave at the same time as the students on the day prior to the Thanksgiving holiday.

The following are the legal holidays designated by the Committee as paid holidays for employees:

New Year's Day	Veteran's Day
Martin Luther King, Jr. Day	Thanksgiving Day
Patriot's Day	Christmas Day
Memorial Day	*Good Friday

Labor Day
** Juneteenth

Columbus Day

* Good Friday is a holiday, unless school is scheduled to be in session.

** Juneteenth is a holiday, only if school is still in session at the time.

ARTICLE XII WORKDAY / WORK YEAR

The normal workday for Teacher Assistants shall consist of 6 hours and 45 minutes. Each Teacher Assistant will be entitled to a paid lunch period equal in length to that of the students.

- A. Bargaining unit members who work an assignment beyond their normal workday and/or assignment shall submit a time sheet for that time. Time sheets shall be submitted to the building Principal or in the case of athletic events the athletic director no later than the Monday following the additional assignment.
- B. In addition to their lunch period each day, Teacher Assistants shall have twenty-five (25) minutes of professional responsibility time.
- C. Employees covered by this contract shall be required to be present at their normal place of employment for 182 days during the school year.
- D. Teacher Assistants may be asked to substitute for Teachers. Such assignments will be voluntary on the part of the Teacher Assistant. By September 15th of each school year, the District will provide a form to each member of the unit that members may complete and return to the District to indicate their willingness to serve as a substitute. Teacher Assistants will be paid fifteen dollars (\$15.00) for substituting one class period, in addition to their regular pay. If a Teacher Assistant substitutes for more than one class period, up to and including a full day, the Teacher Assistant will be paid thirty dollars (\$30.00) for the day, in addition to their regular pay. The thirty dollar (\$30.00) payment will be in place of the fifteen dollar (\$15.00) payment, not in addition to it.
- E. The District will pay a differential to Teacher Assistants in intensive special education classrooms and/or to employees who are assigned to work with students who require toileting in their Individual Education Plan (IEP) or who the District has determined requires toileting as accommodation in the amount of an additional two dollars (\$2.00) per hour on top of their regular hourly rate for any hours that they are assigned to work with said students.

An intensive special education classroom is one that provides direct services to students who require direct, hand-on assistance with daily living skills, such as diapering, toileting and dressing needs that are not developmentally appropriate. The Superintendent or their designee has sole discretion to determine intensive special education classrooms. Semi-annually, the Superintendent or their designee will review the designation of these classrooms. The differential will be paid only to Teacher Assistants who are appointed to these classrooms and/or assigned to work with a student on an IEP where the IEP requires toileting or who the District has determined requires toileting as accommodation.

If a Teacher Assistant moves out of one of these classrooms, if the classroom designation is changed, or if the Teacher Assistant is no longer assigned to work with the student requiring toileting, they will no longer receive the differential but will remain on the regular wage schedule at the appropriate step on the salary schedule. Assignments to intensive special education classrooms will be made in accordance with applicable provisions of this Agreement and at the discretion of the Superintendent and/or their designee.

ARTICLE XIII WORKERS COMPENSATION

In accordance with the terms of Massachusetts General Laws, Chapter 152, Section 69, whenever an employee is absent from work as a result of a personal injury arising out of and in the course of their employment by the King Philip Regional School Committee and is collecting Workers' Compensation and/or other disability benefits, the Committee will pay to the employee the difference between regular salary and the Workers' Compensation and/or other disability benefits received during such absence. The employee's accumulated sick leave will be reduced in proportion to the amount of compensation paid by the Committee. Example: If an employee receives 2/3 of salary under a Workers' Compensation award, the Committee will pay the employee 1/3 of salary and deduct 1/3 of one day from the employee's accumulated sick leave for each day for which such payment is made. Once the employee's sick leave is exhausted the Committee will cease to pay the employee such difference.

ARTICLE XIV LAYOFF AND SENIORITY

- A. Seniority shall be defined as being equal to the length of continuous employment in the bargaining unit. Paid leaves shall count toward seniority. Unpaid leaves shall not count but shall not constitute a break in continuity. Part-time employees will be credited with seniority in proportion to the full time equivalent (1.0 FTE = 33.75 hours/week) of their hours worked per week within the bargaining unit. Example: A 0.5 employee would receive one half (1/2) year of seniority.
- B. An employee on layoff shall be considered to be on unpaid leave for the period of the layoff.
- C. If a layoff becomes necessary, employees will be laid off in inverse order of seniority. A laid off employee may bump the least senior employee in the bargaining unit. In these situations, in which a highly specialized skill is required, seniority shall not be the governing factor in transfer selection unless more than one Bargaining Unit member possesses the particular skill necessary for proper performance of the duties of the position. Seniority shall govern bumping between buildings unless the receiving building principal disapproves of the person invoking their bumping rights moving into that building. The principal shall not disapprove of a person bumping into their building in an arbitrary or capricious manner. The principal shall base their disapproval on the bumping bargaining unit member's job performance and their ability to perform the duties of the position.
- D. Laid off employees will be recalled to any job opening within Bargaining Unit D for which they are qualified for a recall period of one year.

- E. Upon recall an employee will be credited with any increases in salary or fringe benefits which were improved during the recall period.
- F. The Superintendent shall forward a seniority list to the Association. Said list shall be provided not later than January 1 of each year. This list shall be deemed approved by the Association unless the Association challenges the list, in writing to the Superintendent, within thirty (30) calendar days of the date of receipt. Unresolved issues shall be subject to the grievance procedure.

The anniversary date for the purposes of step increases, raises, or the accumulation of other benefits, shall be a common anniversary date of September 1. The work year for school year employees shall be defined as coinciding with the first day of school and ending no later than June 30th of any school year. An employee must work 91 days to earn a full year of service. If they work 90 days or less, they will remain on the same salary schedule for the next year. All other benefits will be earned as specified in the contract.

ARTICLE XV AGENCY FEE

- A. The Committee agrees to require, as a condition of employment, during the life of this agreement that all employees covered by said agreement, except those employees certified by the Association to the Committee to be members of the Association, pay an agency service fee to the Association. Said fee shall be due and payable on the thirtieth day following the beginning of such employment or thirty days after the effective date of this agreement, whichever is later, except that the employee may elect to make such payment by lump sum payment or in equal installments by dues deductions throughout the term of the employee's contract year. The amount of said agency service fee shall be the same amount required to become and remain a member in good standing of the Association and its affiliates to or from which membership dues or fees are paid or received, subject to a rebate procedure in conformance with M.G.L. c. 150E, s.12. Said amount shall be certified annually by the Association to the School Committee not later than July 11 of each contract year.
- B. Notwithstanding the foregoing, any employee who has filed a charge challenging the amount or validity of said agency service fee with the Massachusetts Labor Relations Commission shall continue to pay the fee in accordance with paragraph A above, except that such a fee shall be held in escrow account during the pendency of such challenge.
- C. The King Philip Teachers Association, for itself and as agent for the Massachusetts Teachers Association, hereby indemnifies and holds the School Committee harmless against any damages, losses, costs, attorney's fees, or other expense or harm that the Committee might otherwise suffer as a result of any and all claims, charges, complaints, suits, or other actions of any kind that may be initiated, whether or not any formal administrative or judicial proceeding is actually commenced against the Committee relative to said agency service fee.

ARTICLE XVI COURSE REIMBURSEMENT

- A. Staff covered by this collective bargaining agreement may be reimbursed for reasonable improvement expenses incurred such as: course tuition's, workshop fees, or other improvement expenses up to a maximum of \$1,500 per year (July 1 to June 30).
- B. Prior approval must be given by the Building Principal. Each employee must submit a proposed reimbursement form to their Building Principal.

The proposed form must contain a statement giving the reason for wanting to take an improvement course and how it relates to their current position.
- C. The Building Principal shall approve or deny each proposal. A written reason will be provided for each proposal that is denied by the principal. All decisions of said principal shall be final and not subject to any grievance or other form of review.
- D. Reimbursement shall be paid upon receipt by the Superintendent's office of documentation from the appropriate institution or vendor showing that the staff member has completed the course or workshop and received a grade of A or B if one is issued. Reimbursement for the said course shall be 100%, up to a maximum of \$1,500. No reimbursement shall be made for any grade less than B-minus.
- E. As a condition of reimbursement, the staff person shall promise, in writing, on a form prescribed by the Building Principals, to serve six (6) months following termination of said course and in the event this promise is not fulfilled, shall repay the full amount of the reimbursement to the district. This provision shall not apply if a staff person is not re-appointed or is inducted into the armed services.
- F. The School Committee will budget the following amount for course reimbursement, \$11,000. The Building Principal shall not approve any expense beyond the amount in the contract. All requests will be taken in chronological order in accordance with their order of receipt by the Building Principals.

G. Method of Payment of Salaries

1. Each December, the Committee will provide forms to the Teacher Assistants for notice of movement across the salary schedules contained in Appendix A of this Agreement. Only Teacher Assistants who intend to move will notify the Committee by January 15th of the move for the following school year.
2. Teacher Assistants may only move across the salary schedules at the time of the first payroll check in September of each school year.
3. If no notification is given by January 15th, the Teacher Assistant will not be allowed to move in the next school year, but the Teacher Assistant could move in subsequent school years if proper notice is given pursuant to Section G. 1. above.

4. It is each employee's responsibility to make certain that adequate verifying documentation (official transcript, letter from the course professor or letter from the institution registrar) is submitted to the Superintendent's office fourteen (14) calendar days prior to the close of the first payroll on which the employee would move between pay schedules. This documentation must reflect not only the latest completed course work, but all completed course work, which is to be relied upon for movement between salary schedules. The Superintendent's office will provide a written acknowledgement verifying that the documentation has been received. In the event an employee provides an unofficial transcript to the Superintendent from a summer course, the employee shall provide an official transcript on or before October 1st.

ARTICLE XVII PERSONNEL RECORDS

Each employee shall be entitled to access to their personnel records and to make copies of any documents contained in those records within five (5) school days of the date of the request. Employee access to such records shall be by appointment and requests for access shall be honored within five (5) school days of the date of the request. An employee is entitled to have a representative of the Association present during the inspection of such records.

No written material derogatory to an employee's conduct, service, character, or personality will be placed in their personnel file until the employee has reviewed the material, has had the opportunity to affix their signature to the material with the understanding that their signature in no way indicates agreement with the contents therein and has had the opportunity to submit a written answer to such material. Any such written answer submitted will be attached to the file copy.

ARTICLE XVIII ASSOCIATION RIGHTS

The Association may use school facilities for the conduct of meetings.

ARTICLE XIX MENTORS

New staff shall participate in a mentoring program. All new staff members shall be required to participate during their first year of employment in the District, which shall include attending two (2) days prior to the start of the school year. Participation by staff members in their second and third years will be based on available funding for the mentoring program and/or the recommendation of the bargaining unit member's principal supervisor.

Teacher Assistants who are appointed to the role of mentor will be paid an annual stipend of \$803.00. Teacher Assistants who are appointed to the Mentor Steering Committee will be paid an annual stipend of \$1,071.00. Teacher Assistants who are appointed to be the Chairperson of the Mentoring Committee will be paid an annual stipend of \$1,285.00. New staff (mentees) shall be paid at their hourly rate for participation in the mentoring program.

Any work performed in developing and instructing the two-day training session for Teacher Assistants prior to the start of the school year will be paid at their hourly rate.

ARTICLE XX COMMITTEE RIGHTS

Except where such rights, powers, and authority are specifically relinquished, abridged, or limited by the provisions of this contract, the Committee has and will continue to retain, whether exercised or not, all of the rights, powers and authority heretofore had by it, and except where such rights, powers and authority are specifically relinquished abridged or limited by the provisions of this contract it shall have the sole rights, responsibility and prerogative of management of the affairs of the Committee and direction of the working forces.

ARTICLE XXI INSURANCE BENEFITS

- A. The Committee agrees to pay seventy-five percent (75%) of the premium of the group medical benefits plan, as agreed to by the Association and the Committee and as authorized by Mass. Gen. L. Ch. 32B, §15 and the terms of a Health and Welfare Trust entered into by and between the parties. The Committee agrees that if it procures alternative health insurance coverage it will ensure that no employee will lose existing coverage by reason of waiting or qualification periods, which are not satisfied due to the change in health insurance plans.
- B. The Committee agrees to offer health insurance to retired employees of the School District based on the terms of the parties' Health and Welfare Trust and subject to the following terms and conditions: in order to be eligible for retiree health insurance through the School District, an employee must retire at the age of 55 or older. An employee shall not receive retiree health insurance from the School District until such time as they have retired into a retirement system and are actually receiving a retirement or pension allowance. This shall not preclude eligible retirees from choosing to participate in retiree health insurance at any time after they retire, provided that they provide the School District with at least one (1) year of written notice that they intend to enroll in retiree health insurance, or alternatively, they are able to demonstrate that a qualifying event has occurred.

For this purpose, a "qualifying event" means an event that would permit a mid-year change of election under IRS regulations under Internal Revenue Code Section 125. Retired employees may also opt for an HMO approved by the Committee in accordance with the requirements of this Section or Medicare supplemental insurance. In the event that an eligible retiree elects to enter into the Medicare supplement plan, the School District shall contribute the same percentage toward the employee's Medicare supplement plan as it would pay for the retiree's health insurance plan. This benefit will extend to the uninsured surviving or divorced spouse of a qualified retiree (and other eligible dependents), so long as said surviving or divorced spouse has not remarried.

- C. In the event an employee is not entitled to receive salary, wages or other compensation for any calendar month, due to the employee being out of work for an injury for which the employee is currently receiving workers' compensation benefits, and where the employee has exhausted any and all accrued leaves to which they is entitled, the School District will pay fifty per cent (50%) of the cost of the employee's health insurance premium to the treasurer of the School District, and the

employee will contribute the remaining fifty per cent (50%) of the health insurance premium. The employee will be required to pay the employee's portion of the premium to the School District before the 15th of the month preceding the covered month. If the first payment is not received on time, the employee will lose their option to continue coverage, unless the employee can demonstrate that they had a good faith basis for not submitting the payment on time, in which case the employee may submit the payment no more than seven (7) days after the 15th of the month. The School District must receive any subsequent monthly payments before the 15th of the month preceding the covered month, or the employee's coverage will cease.

- D. The Committee agrees that if it provides alternative health insurance coverage it will ensure that no employee will lose existing coverage by reason of waiting or qualification periods, which are not satisfied due to the change in health insurance plans.
- E. Employees who are eligible for a pension under Mass. Gen. L. Ch. 32 and who are retiring directly from the School District beginning at age 55 or older but who are not otherwise eligible for retiree health insurance under the terms of the parties' Trust Agreement, are eligible to pay one hundred percent (100%) of the cost of the premium of the School District's group medical benefits plan, provided that upon reaching age 65, all retirees who are paying 100% of the cost of the premium for their health insurance shall apply and transfer to the School District's Medicare Supplement Plan. This benefit will extend to the uninsured surviving spouse or divorced spouse of the qualified retiree, so long as said divorced or surviving spouse has not remarried.
- F. The Committee shall purchase and pay fifty (50) percent of the premium for group life insurance in the amount of \$10,000 for each eligible employee as provided by Chapter 32B, Section 5.
- G. The Committee agrees to adopt the provisions of Section 125 of the Internal Revenue Service Code, which allows employees to pay their health insurance premiums in pre-tax dollars.

Appendix A

Wages & Other Compensation

Section 1: Wages

BASE YEAR – FY 2025 - 1.5% increase + additional 1% to step 5					
Teacher Assistant				ABA Teacher Assistant	
Step	Schedule Q	Bachelors	Masters	Bachelors	Masters
1	\$20.76	\$21.84	\$22.48	\$24.03	\$24.73
2	\$21.60	\$22.74	\$23.41	\$25.02	\$25.75
3	\$21.92	\$23.07	\$23.76	\$25.39	\$26.14
4	\$22.25	\$23.42	\$24.14	\$25.76	\$26.55
5	\$23.26	\$24.50	\$25.23	\$26.94	\$27.76

FY 2026				
5% increase + additional 1% to step 5				
Step	Schedule Q	Bachelors	B+15	Masters
1	\$21.80	\$22.93	\$23.27	\$23.60
2	\$22.68	\$23.88	\$24.23	\$24.58
3	\$23.02	\$24.22	\$24.59	\$24.95
4	\$23.36	\$24.59	\$24.97	\$25.35
5	\$24.65	\$25.98	\$26.36	\$26.74

FY 2027				
3% increase + additional 1% to step 5				
Step	Schedule Q	Bachelors	B+15	Masters
1	\$22.45	\$23.62	\$23.96	\$24.31
2	\$23.36	\$24.60	\$24.96	\$25.32
3	\$23.71	\$24.95	\$25.32	\$25.70
4	\$24.06	\$25.33	\$25.72	\$26.11
5	\$25.64	\$27.02	\$27.41	\$27.81

FY 2028				
3% increase + additional 1% to step 5				
Step	Schedule Q	Bachelors	B+15	Masters
1	\$23.12	\$24.33	\$24.68	\$25.04
2	\$24.06	\$25.34	\$25.71	\$26.08
3	\$24.42	\$25.70	\$26.08	\$26.47
4	\$24.78	\$26.09	\$26.49	\$26.89
5	\$26.67	\$28.10	\$28.50	\$28.92

Effective July 1, 2013, all Unit D members shall be paid via direct deposit.

Employees hired on or after July 1, 2022 without a Bachelors Degree will be placed on Schedule Q. Employees hired before July 1, 2022 that do not have a Bachelors Degree will remain on the Bachelors schedule.

Effective July 1, 2025, the “ABA Bachelors” and “ABA Masters” columns are deleted and a new “Bachelors + 15” column is inserted between the “Bachelors” and “Masters” columns. The hourly rate for “Bachelors + 15” shall be equidistant between “Bachelors” and “Masters” columns.

“Increment credits” are defined as credits earned and applied to movement from the Bachelors salary schedule to the “Bachelors + 15” column. Increment credits may be earned in the following ways:

- Increment credit may be earned from graduate-level courses.
- Increment credit may be earned from completed training and/or other professional improvement activities.

In general, professional improvement activities that meet for a total of thirty (30) hours will be equivalent to three (3) increment credits, i.e. ten (10) hours is equivalent to one (1) increment credit.

All professional improvement activities must be approved in advance by the Superintendent and/or their designee within the district’s electronic professional development system.

Appendix A

Wages & Other Compensation

Section 2: Ancillary Services

Classification	
Normal Workday	Hourly Rate
Additional duties within a half-hour at the beginning of the day or at the end of the day	Hourly Rate
1:1 Aide for Co-Curricular Activities Chaperone Detention Supervisor Other Supervisory Duties	Rate set forth in Appendix F of the Unit A contract
Tutoring	Rate set forth in Appendix F of the Unit A contract

Appendix A
Wages & Other Compensation

Section 3: Longevity

Length of Service	FY 2026	FY 2027	FY 2028
10 years	\$1,400	\$1,400	\$1,400
15 years	\$1,650	\$1,650	\$1,650
20 years	\$1,900	\$1,900	\$1,900
25 years	\$2,150	\$2,150	\$2,150

Those eligible for longevity shall receive their pay prior to the winter holiday or elect to divide the payments into 21 equal installments.

Those employees who complete 10, 15, 20, or 25 years' service respectively, prior to June 30, will be eligible for the respective amount prior to the winter holiday of that same calendar year.

When an employee terminates employment, their longevity payment shall be divided into ten equal parts and they shall receive 1/10 of their payment for each month worked.

King Philip Regional School District

Teacher Assistant

Employee Performance Assessment

Employee Name:		School Year:	
Position:		School:	
Evaluator:		Date:	

Ratings Key:	
4	<i>Exceeds Requirements</i>
3	<i>Meets Requirements</i>
2	<i>Needs Improvement</i>
1	<i>Unsatisfactory</i>
*Rating of 1 requires a goal	

JOB RESPONSIBILITIES/SKILLS:

1. Knowledge of Student Needs				Rating
4	3	2	1	
Consistently demonstrates an understanding of students' needs and acts proactively.	Often demonstrates an understanding of students' needs and responds promptly.	Sometimes demonstrates an understanding of students' needs.	Rarely demonstrates an understanding of students' needs.	

2. Aptitude for work				Rating
4	3	2	1	
Consistently demonstrates excellent understanding of job responsibilities and takes initiative.	Often demonstrates understanding of job responsibilities and works independently.	Sometimes demonstrates understanding of job responsibilities and requires varying degrees of redirection.	Rarely demonstrates limited understanding of job responsibilities and requires close supervision and frequent retraining.	

3. Knowledge of Instructional Materials and Practices				Rating
4	3	2	1	
Consistently demonstrates in-depth and comprehensive knowledge of grade level(s) instructional materials and practices.	Often demonstrates knowledge of grade level(s) instructional materials and practices.	Sometimes demonstrates knowledge of grade level(s) instructional materials and practices.	Rarely limited knowledge of grade level(s) instructional materials and practices.	

EDUCATIONAL SUPPORT:

4. Ability to Follow Directions in Order to Work with Diverse Learners Across Settings				Rating
4	3	2	1	
Consistently follows teacher direction and instruction in order to engage all students in the learning process.	Often follows teacher direction and instruction in order to engage students in the learning process.	Sometimes follows teacher direction and instruction and encounters difficulty engaging students in the learning process.	Rarely follows teacher direction and instruction and encounters frequent difficulty engaging students in the learning process.	

5. Provides Supports as Assigned				Rating
4	3	2	1	
Consistently provides a high degree of support in developing and challenging students to become independent learners.	Often provides support in developing and challenging students to become independent learners.	Sometimes provides support in developing and challenging students to become independent learners.	Rarely provides limited support in developing and challenging students to become independent learners.	

6. Implements Services and/or Accommodation Plans as Outlined for Students				Rating
4	3	2	1	
Consistently supports diverse learning styles and accurately implements services and/or accommodation plans for students proactively across multiple settings.	Often supports diverse learning styles and accurately implements services and/or accommodation plans for students.	Sometimes supports diverse learning styles and implements services and accommodation plans for students in an inconsistent manner.	Rarely supports diverse learning styles and/or implements services and accommodation plan for students incorrectly.	

PROFESSIONAL CHARACTERISTICS:

7. Confidentiality in Handling of Information				Rating
4	3	2	1	
Consistently demonstrates a high degree of ethical behavior and respect for confidentiality in the work environment.	Often demonstrates ethical behavior and respect for confidentiality in the work environment.	Sometimes demonstrates ethical behavior and respect for confidentiality in the work environment.	Rarely demonstrates a limited degree of ethical behavior and respect for confidentiality in the work environment.	

8. Flexibility/Adaptability				Rating
4	3	2	1	
Consistently demonstrates a high degree of flexibility when responding to the diverse needs of students.	Often demonstrates flexibility when responding to the diverse needs of students.	Sometimes demonstrates flexibility when responding to the diverse needs of students.	Rarely demonstrates a limited degree flexibility when responding to the diverse needs of students.	

9. Professional Relationships/Communication				Rating
4	3	2	1	
Consistently demonstrates excellent ability to interact and communicate effectively with administration, staff and students.	Often demonstrates the ability to interact and communicate effectively with administration, staff and students.	Sometimes demonstrates the ability to interact and communicate effectively with administration, staff, and students.	Rarely demonstrates limited ability to interact and communicate effectively with administration, staff, and students.	

10. Punctuality and Attendance				Rating
4	3	2	1	
Consistently demonstrates punctuality and attendance.	Often demonstrates punctuality and attendance.	Sometimes demonstrates punctuality and attendance.	Rarely demonstrates punctuality and attendance.	

Overall Comment(s):

Goal(s) for Next School Year (a rating of 1 in any category requires a goal):

Signatures: The employee signature acknowledges that the employee has read the document and does not imply agreement. The employee may submit a response in writing.

Evaluator: _____

Date: _____

Employee: _____

Date: _____

Administrator: _____

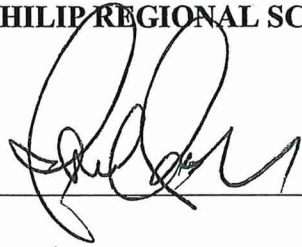
Date: _____

Administrator: _____

Date: _____

IN WITNESS WHEREOF, the parties to this agreement have caused it to be executed, in duplicate, by their respective representative hereto, duly authorized and their seals to be affixed hereto, as of the date first above written.

FOR THE KING PHILIP REGIONAL SCHOOL COMMITTEE:



Signature

2/3/25

Date

James C. Lehen

Printed Name

FOR THE KING PHILIP TEACHERS ASSOCIATION, UNIT D:

Adam Gentili

Signature

1/31/2025

Date

Adam Gentili

Printed Name

WITNESS:

Venessa Pelt

Signature

2/3/25

Date

Venessa Pelt, Secretary School Committee

Printed Name and Title