

**POULTNEY SCHOOL DISTRICT and RUTLAND SOUTHWEST SUPERVISORY
UNION
INSTRUCTIONAL ASSISTANTS (PRACTICES) (Non-exempt)**

Code # D-201R (PSD & RSWSU)

- I. PSD: Effective July 1, 2007, the Poultney Board of School Directors adopted and approved At-Will Employment status for all Instructional Assistants. What this means is that an Instructional Assistant OR the Poultney School District is free to end the employment relationship at any time, with or without notice, with or without cause and that employment is for no specified period of time.

These practices and the attached policy for Instructional Assistants DO NOT CONSTITUTE A CONTRACT OF EMPLOYMENT.

RSWSU: SU Instructional Assistants do receive employment contracts for specified periods of time.

- II. PSD & RSWSU: The practices set forth in this document can be modified, amended, voided, revoked or changed at anytime in the sole discretion of the Poultney Board of School Directors (for Poultney Instructional Assistants and Rutland Southwest Supervisory Union Board for RSWSU Instructional Assistants, with or without notice. Any waiver, modification or failure to enforce any of these Practices on an isolated or more than one occasion basis shall not be inferred, interpreted or deemed to be a waiver or modification of the Practice or any of the Practices in their entirety or in the future.

Instructional Assistants are collectively identified as (but not limited to) Instructional, Classroom, Individual, and Program Assistants. All Instructional Assistant positions are non-exempt and require submission of weekly timesheets. Instructional Assistants will be paid on Thursday, every other week during their contracted period.

The Poultney School Board and Rutland Southwest Supervisory Union Board have adopted and should observe the following Practices as they relate to Instructional Assistants.

In addition to their teaching assistance, Instructional Assistants may be assigned to supervise children in non-instructional capacities, such as: Bus Duty, Lunch Duty, and Playground Duty. Instructional Assistants may be called upon to participate in I.E.P. meetings, parent conferences, open houses, and in-service programs as requested by the Building Principal. Compensation will be given for work accomplished outside of the normal work hours.

All benefits are pro-rated unless otherwise noted.

Responsibilities

III. WORKDAY

Work days and assignments to be pre-determined by the Building Principal and/or the Director of Student Support Services.

- **PSD**
Full-time Instructional Assistants are defined as those who work 7 hours per day, on school days.

Part-time Instructional Assistants are defined as those who work less than 7 hours per day, on school days. The number of work days are determined by administration.
- **RSWSU**
Full-time Instructional Assistants are defined as those who work 7.5 hours per day.

Part-time Instructional Assistants are defined as those who work less than 7.5 hours per day or less than 37.5 hours per week.

IV. Benefits for Instructional Assistants

PSD & RSWSU

- A. **Paid Holidays:** Instructional Assistants are entitled to the following (4) paid Holidays, provided that they are under employment when the Holiday occurs; (Thanksgiving Day, and the Day After Thanksgiving, Christmas Day, New Years Day.
- B. **Vacation:** Instructional Assistants are not entitled to Vacation leave.
- C. **Sick/Personal Leave:** Full-time Instructional Assistants are allowed ten (10) sick/personal leave days per school year. With the approval of the building principal (Poultney IAs) or Director of Student Support Services (RSWSU IAs), six (6) sick days may be used for emergency purposes or personal business which cannot be conducted outside of assigned work hours. Emergency purposes shall include death in, or care for, the employee's immediate family. Immediate family is identified as spouse or significant other, or child, parents, parents-in-law, siblings, or in-laws, grandparents, grandchildren of the employee or his/her spouse. Unused sick/personal leave (provided at-will employment is continued the following school year), may be accumulated up to a maximum of fifty (50) days.

Upon termination of employment by either party, unused or accumulated sick leave is lost and is not remunerated. Personal leave must be approved by the building Principal in advance of the absence.

A physician's note may be required after three (3) consecutive absences are accrued.

If an Instructional Assistant wishes to modify their schedule on any given day, he/she must receive prior approval by the building Administrator as soon as practicable, in advance, and accurate hours must be reflected on timesheets.

*In extraordinary circumstances, with prior authorization of the Principal and Superintendent, consideration may be given to allow Instructional Assistants to use/take additional leave time.

All absences shall be reported by the Instructional Assistant in accordance with the prevailing procedures.

D. In-service/Professional Days.

PSD

In-service days will be pre-determined annually in collaboration with the Building Principal and/or the Director of Student Support Services.

RSWSU

Instructional Assistants are contracted for 3 in-service/professional development days per school year which shall be pre-determined by the Director of Student Support Services.

PSD & RSWSU

- E. **Health Insurance:** Full-time Instructional Assistants are eligible for single, VEHI dual option, health insurance coverage. Election of health insurance coverage shall occur upon hire, or during open enrollment.

Instructional Assistants who were enrolled in a JY plan prior to June 30, 2015 shall retain this option, paying the difference between the JY plan and the VEHI dual option single plan plus the board determined contribution rate. Instructional Assistants hired as of July 1, 2015 are eligible for the single VEHI Dual Option plan with the board determined contribution rate. At their own expense, Full-time Instructional Assistants may purchase a two-person or a family plan; paying the difference in cost (through payroll deductions) between the plan eligible (single) and plan chosen (two-person or family).

Employee Contribution: The percentage of employee contribution for all districts and the RSWSU shall be at the Board determined rate.

Insurance benefits will be prorated provided it meets with insurance regulations.

Insurance Buy Back: In lieu of insurance coverage, Instructional Assistants may opt for insurance buy back at the time of hire or at the open enrollment period. Proof of other insurance is required as well as completion of the Declaration of Health Insurance form. Insurance buy back is calculated at \$1500 per year, and shall be prorated per FTE. Insurance buyback is taxable income.

F. **Dental and Eye Care Reimbursement.** Full-time Instructional Assistants shall have \$485 available each school year. Payment will be issued through accounts payable, upon presentation of a detailed receipt for dental or eye care for the employee or any member of his/her immediate family, and completion of the required form. Unused dental and eye care funds are non-accumulative and non-transferable. This benefit shall be prorated if applicable.

G. **Tuition Reimbursement.** Instructional Assistants shall have college course tuition paid by the School District/Supervisory Union, in the event the Administrator(s) have requested the Assistant to take a particular course. The amount reimbursed will not cover more than one course per year, and will not exceed the prevailing University of Vermont tuition rate.

V. **Substitutes** for Instructional Assistants are typically contracted for and paid through an outside hiring agency (Kelley Services). Local/Emergency Substitutes may be employed for Instructional Assistants who work one-to-one with high degree care needs student (as identified by Director of Student Support Services/Superintendent on an annual and on-going basis) will be under the auspices of the building principals, or for EEE Program under the auspices of the Director of Student Support Services

VI. **Determination of Rate of Pay**

PSD & RSWSU

Consideration for years of related experience shall be given at a one year of credit for each two years of related experience for new hires, beginning July 2007. Related experience is defined as direct delivery of educational support service to children.

Verification of prior employment history and educational status shall determine the pay placement for Instructional Assistants. If a pay guide is in place (e.g. approved by the Board), placement for new hires shall be determined by the Superintendent, or designee based on years of related services and education. Annual increases shall be determined by the Board either by approval of a percent increase, or approval of a revised pay guide.

Pay placement for new hires will be determined by the Superintendent.

One year of experience is defined as at least eight (8) continuous months in the same position or aggregate of experience over one (1) or more years adding to 12 months. All applicable experience is based on workdays of at least six (6) hours in duration.

Pay Scale Horizontal Movement: Instructional Assistants, who attain a higher level of education, are eligible to move horizontally on the pay guide (if a pay guide is in place at that time). Instructional Assistants shall submit proof of completion of credits (grade report and transcript), as well as a letter indicating their intent to move on the payment guide, to the Superintendent, for verification and authorization of eligibility of movement.

VII. **School Cancellation:** Full-day cancellations due to weather conditions (or other unscheduled emergencies) shall be made up and payment will be issued when the work is provided (as documented by timesheets). In the event that school is delayed or shortened due to weather conditions (or other non-scheduled emergencies), and will not be made up at a later date, Instructional Assistants shall receive payment for their normally assigned full-days pay.

VIII. **PSD Grandfathered Instructional Assistant.** The Grandfathered, Full-time, Instructional Assistant (Kathleen Jones) receives the following benefits:

- Vacation/Holiday Pay. The Grandfathered Instructional Assistant receives no vacation days. The Grandfathered Instructional Assistant receives eight (8) paid Holidays (Veteran's Day, Thanksgiving Day, and the day after, Christmas Eve and Christmas Day, New Years Day, Presidents' Day and Memorial Day). If school is in session on any of the above days, a floating holiday will be provided in lieu of the holiday. Prior approval of the floating holiday by the Building Principal is required.
- Health Insurance. The Grandfathered Instructional Assistant is entitled to the same health benefits that are available to the professional (teaching) staff.

- The Grandfathered Instructional Assistant, if working less than full-time, will receive prorated benefits.
- The Grandfathered Instructional Assistant follows all other Instructional Assistants' Practices.

PSD

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