

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE WACHUSETT REGIONAL SCHOOL DISTRICT  
AND  
THE WACHUSETT REGIONAL EDUCATION ASSOCIATION**

Pursuant to the provisions of Chapter 150E of the General Laws of Massachusetts, this Memorandum of Agreement is made and entered into by the Wachusett Regional School District (hereinafter, the “District”) and the Wachusett Regional Education Association (hereinafter, the “Association”); and

WHEREAS the District and the Association have entered into a Collective Bargaining Agreement (CBA) for the period July 1, 2023 through June 30, 2026; and

WHEREAS the District desires to create an Assistive Technology Team (hereinafter “ATT”) consisting of (1) Assistive Technology Professional (hereinafter “ATP”) and (1) Assistant Coordinator (hereinafter “AC”); and

WHEREAS the District expects this position to require 13 hours per week (6.5 hours per member) while schools are in session; and

WHEREAS the District recognizes the additional time worked by the ATT members in such role must be compensated properly; and

WHEREAS both parties recognize these positions have been implemented in a variety of iterations for the past nine (9) school years; and

WHEREAS both parties agree these positions have grown and developed in the aforementioned time frame and thereby require a new agreement; and

WHEREAS, both parties agree the terms of this agreement shall supersede any conflicting terms in the parties’ CBA and all other terms of the parties’ CBA shall apply; and

NOW, THEREFORE, the District and the Association hereby agree to the following terms:

**Section A: Terms of Position**

1. Both ATT members are responsible for:
  - a. completing assistive technology consultations and referrals as submitted via the WRSD referral documents,

- b. providing training and support (in person, virtually and/or via email and static training materials) to students, staff, and families pertaining to AT consultations,
  - c. maintaining records of the work that has been completed and for sharing this record with the Director of Special Education and Student Services and/or her designee.
2. Both ATT members will be compensated for any travel required to complete duties associated with the position as stated in Article 28.A of the CBA.
3. The ATP member will maintain proper certification and credentials so as to execute reports, attend special education meetings, and, if necessary, partake in mediation hearings.
4. Both parties recognize that some flexibility in the ATT members' daily schedule is necessary to fulfill the responsibilities of both the WREA full-time position and that of the AT position. With this recognition, both parties agree that ATT members will adjust their schedule as they deem appropriate and notify their building principal(s) of their schedule.
5. The District will provide the ATP with funding and the flexibility to access professional development and/or continuing education for the maintenance of the ATP credentials.
6. The ATT members will meet with the Director of Special Education and Student Services/designee on a monthly basis (October 2024-May 2025) to review cases, scheduling needs, and other applicable concerns.
7. The ATT members will not be responsible for:
  - a. Providing any direct services documented on the B and C grids of a student's Individualized Education Plan (IEP), nor any direct services related to Assistive Technology instruction documented on a student's 504 plan,
  - b. Writing progress reports related to IEP services,
  - c. Participating in Parent Conferences or Curriculum Night specific to their role as ATT members,
  - d. Providing support during the Extended School Year program
8. Any services not expressly decreed within this MOA will be negotiated between the parties prior to implementation by the AT team.
9. In the event the workload exceeds the expected 13 hours per week, the ATT will inform the District and the District and Association will determine a resolution.

### **Section B: Additional Terms of Agreement**

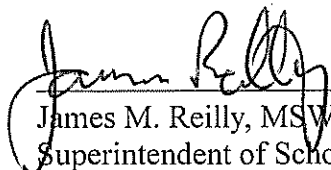

1. The District and Association agree that if a vacancy arises on the ATT, a meeting must be scheduled between the two parties to determine how to handle the change in working conditions, with possible outcomes to include, but not limited to:
  - a. Hiring a WRSD employee to takeover the workload
  - b. Hiring an outside contractor to support the workload

- c. Adjusting the stipend payment so that the remaining ATT member is the recipient of the total stipend amount, to be prorated based on the first date of the vacancy.
2. The ATT positions are non-evaluatory and therefore will have no influence or effect on the ATT member's Evaluation.
3. The ATT members will be paid the following stipends with the monies distributed in two equal payments (e.g., December/January and May/June):
  - Assistive Technology Professionals: \$9,000 stipend, Grant Funded
  - Assistant Coordinator: \$7,500 stipend, Grant Funded

**Section C: Length of Agreement**

1. No part of this agreement will constitute past practice.
2. This agreement is non-precedent setting.
3. This MOA shall be incorporated into and become an integral part of the existing CBA between WREA and WRSD.
  - a. This MOA expires on June 30, 2025, although the CBA is in full effect until June 30, 2026.
  - b. As this MOA is memorialized in the CBA, the ATP and AC positions are pensionable.
4. The ATT and corresponding positions will be fully terminated as of June 30, 2025.

Dated this 4<sup>th</sup> day of November, 2024

 _____ / 11/13/24 James M. Reilly, MSW, Ed.D / Date Superintendent of Schools Wachusett Regional School District	 _____ / 11/14/2024 Linda M. Sasso / Date President Wachusett Regional Education Association, Inc.
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