

AGREEMENT

Between

UXBRIDGE SCHOOL COMMITTEE

And

**UXBRIDGE TEACHERS ASSOCIATION – UNIT D
(PARAPROFESSIONALS)**

~~JULY 1, 2005 – JUNE 30, 2008~~

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TABLE OF CONTENTS

Article 1	Recognition	Page 4
Article 2	General	Page 4
Article 3	Complaint and Grievance Procedure	Page 6
Article 4	No Strike	Page 9
Article 5	Work/Day Work/Year	Page 9
Article 6	Leaves With Pay	Page 11
Article 7	Leaves Without Pay	Page 15
Article 8	Application of the Salary Schedule	Page 16
Article 9	Resignation	Page 18
Article 10	Vacancies/Transfers	Page 18
Article 11	Reduction in Force	Page 19
Article 12	Evaluation	Page 19
Article 13	Personnel Files	Page 20
Article 14	Jury Duty	Page 20
Article 15	Tuition Free Enrollment	Page 20
Article 16	Preschool/Daycare Priority	Page 20
Article 17	Mileage Reimbursement	Page 21
Article 18	Insurance	Page 21
Article 19	Dues Deduction	Page 21
Article 20	Child Care	Page 22
Article 21	Summer School	Page 24
Article 22	Masters Degree Stipend	Page 25

Article 23	Longevity	Page 25
Article 24	Probationary Period and Non-Renewal	Page 25
Article 25	Just Cause	Page 25
Article 26	Holiday Pay	Page 25
Article 27	Training	Page 26
Article 28	Duration	Page 26
Appendix A	<u>Salary Schedules</u>	
	Instructional Aides	Page 28
	OTA/PTA/SLPA	Page 29
	LPN	Page 30
Appendix B	<u>Salary Schedules</u>	
	Daycare Site Supervisors/Leader Teacher	Page 31
	Daycare Aides/Lunch Monitors	Page 32
Appendix C	Evaluation Instruments	Pages 33-42
Appendix D	Memorandum of Understanding Regarding ABAT Transition	Page 43

Article 1
Recognition

For the purposes of collective bargaining with respect to wages, hours and other negotiable conditions of employment, the negotiation of collective bargaining agreements and questions arising thereunder, the Committee recognizes the Uxbridge Teachers Association as the exclusive bargaining agent and representative of paraprofessional employees listed herein of the Committee, herein referred to as Unit D. The unit consists of all Aides, LPNs, Child Care Workers, Occupational Therapy and Physical Therapy Assistants, Speech and Language Pathology Assistants, ABA Technicians, ~~and~~ Lead Teachers, **and Teaching Assistants** and excluding all managerial, confidential and casual employees, all substitutes, and all other employees of the District.

Article 2
General

- 2.1 This agreement shall constitute Committee policy for the term of said Agreement and the Committee will carry out the commitments contained herein and give them full force and effect. All matters covered by the agreement, the provisions hereof shall control in any case where a conflict may exist between such provision and any policy, practice, procedure, custom or writing of the Committee not incorporated in the agreement.
- 2.2 If any provision of this Agreement, or the application of this Agreement to any Paraprofessional shall be found contrary to any statute, rule or regulation, other than those specified in Section 1, such provision or application shall have effect only to the extent consistent with such statute, rule or regulation, but all of the provisions or applications of this Agreement shall continue in full force and effect.
- 2.3 The parties agree that each has exercised its right to bargain for any provision it wished to be included in this Agreement: that if either has made a proposal not included here, such proposal has been withdrawn in consideration of the making of this Agreement; and that this Agreement constitutes a complete agreement as to all matter upon which the parties have or might have bargained. Accordingly, each expressly waives any right to seek, except with the consent of the other party, to negotiate any further demand or proposal so long as this Agreement shall continue in effect.
- 2.4 The Parties agree that the operation of the School Department of Uxbridge, the supervision of the employees and of their work are the rights of the Employer alone. Without limiting the generality of the foregoing, the following rights are exclusively the province of the employer: to make reasonable rules to ensure orderly and effective work; to determine the quantity and types of equipment to be used; to introduce new methods and facilities; to employ outside contractors; to assign and schedule work; to determine what duties will be performed and where they will be performed; to determine

employee competency and qualifications; to determine the policies and practices involving or affecting the hiring, promotion, assignment, direction, and transfer of personnel; to take actions necessary to comply with federal or state law, regulations or mandates; to make determinations regarding layoff, and recall of employees; to discipline or discharge employees; to discuss with employees the terms and conditions of their employment, and inform them regarding employment matters; and, to require the cooperation of all employees in disciplinary investigations, e.g. providing statements or answering questions about job performance or conduct.

- 2.5 The foregoing enumeration of rights shall not be deemed to exclude other rights not specifically set forth. The Employer shall retain all rights not otherwise specifically restricted by this agreement. The failure to exercise any management right shall not be deemed a waiver.
- 2.6 The exercise by the Committee of any of the foregoing rights shall not alter any of the specific provisions of this agreement; nor shall they be used to discriminate against any member of the bargaining unit.
- 2.7 Employees shall have, and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to form, join and assist employee organizations; to hold office in and participate in the management of the Association; to act in the capacity of Association Steward or representative; and to engage in other lawful Association and concerted activities for the purpose of collective bargaining or other mutual aid or protection.
- 2.8 No member of the bargaining unit shall be disciplined, reprimanded, reduced in position or compensation or deprived of any contractual advantage without just cause and due process.
- 2.9 The Committee and/or its agent(s) shall refrain from any and all practices which might constitute sexual harassment of employees.
- 2.10 The Committee agrees that they shall not discriminate against any person because of race, creed, color, sex, sexual orientation, marital status, or age and that such persons shall receive the full protection of this Agreement.
- 2.11 The Committee will cover the cost of reproducing copies of this Agreement.

Article 3
Complaint and Grievance Procedure

3.1 Informal Procedure for Complaints

3.2 Any paraprofessional or group of paraprofessionals having a complaint may discuss the same informally with the supervisor or with any superior administrator. Failure of the supervisor to respond within 5 school days shall be deemed a denial of the grievance. A written response will be forthcoming. No resolution of any complaint under this informal procedure shall, however, have any effect as an amendment to or modification of any of the provisions of this Agreement or as a precedent for formal grievance procedure unless the Association and the Committee shall so agree in writing. Pursuit of the informal procedure shall not be condition precedent to the pursuant provided of the formal procedure provided under section 3.2.

3.3 Formal Procedure for Grievance

a. Definition

A “grievance” is defined as a dispute between the parties over a claimed violation of a specific provision of this Agreement. Reference hereinafter made to a “paraprofessional” shall include a group of “paraprofessionals”.

b. Procedures:

(1) Level One: Within 15 days of the event giving rise to the grievance (or the date the grievant or the Association knew or should have known of the event giving rise to the grievance) the grievant shall present a written grievance to the principal or the immediate supervisor. The grievance shall cite the article(s) of the alleged violation and include reasonable details such as dates, when applicable. The supervisor, the paraprofessional, and if the paraprofessional so desires, a member of the Association shall meet within five (5) school days thereafter in an effort to settle the grievance. Use of the informal procedure does not negate or alter level on time lines.

(2) Level Two: If the grievance shall not have been disposed of under Level One to the satisfaction of the paraprofessional and/or the Association within five (5) school days after such meeting in Level One above, the paraprofessional or a representative of the Association shall not later than ten (10) school days after the written response under Level One was received, present a written statement of the grievance to the Superintendent who shall meet with the paraprofessional and a representative of the Association within ten (10) school days thereafter in an effort to settle the grievance.

(3) Level Three: If the grievance is not settled in Step 2, the Association may request a hearing before the School Committee, by submitting a written request, which may include a written summary of the basis of the grievance, to the Superintendent within 10 days of the Step 2 response. The Superintendent will present the request to the School Committee in executive session at the next available meeting, and shall communicate the School Committee's decision to the Association in writing within 5 days of the decision. If the decision is a denial of the request, then the Superintendent's written notification of the denial to the Association shall serve as the District's Step 3 response for the purposes of this Article. Should the School Committee agree to hear the grievance, the hearing will be held at or before the next available meeting after the meeting at which decision to hear the grievance is made. If the School Committee elects to have a subcommittee hear the grievance, then the hearing shall be scheduled at a time mutually agreeable to the parties. Thereafter, the Committee's written Step 3 response shall be due within 30 days after the hearing.

(4) Level Four: Arbitration.

If the grievance is not settled in the foregoing steps and it involves the claimed violation of a specific arbitrable provision of this Agreement, then the Association may seek arbitration by filing a written demand for arbitration with the American Arbitration Association within 30 calendar days of the District's answer in Step 3. A copy of the demand shall be delivered to the Committee, through the Superintendent's office, at the same time.

The then current rules and procedures of the American Arbitration Association applicable to voluntary labor arbitration shall apply to the extent not inconsistent with any express term of this Agreement.

The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which required the commission of an act prohibited by law or which violates or would alter, add to or detract from or modify the terms of this Agreement. The decision of the arbitrator, if in compliance with the law and the terms of this Agreement, shall be final and binding upon the committee and the Association.

The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses will be borne equally by the Committee and the Association, but each party shall bear its own expenses for the presentation of its case.

Neither party will be permitted to assert any grounds before the arbitrator, which were not previously disclosed to the other party.

c. General Provisions

- 1) Determination of grievance shall be in writing, shall include a statement of the reasons therefore and shall be transmitted promptly to the aggrieved paraprofessional, the chairman of the P R & R Committee and the Committee.
- 2) Failure by the person or persons to whom the grievance was presented to make a determination with respect to a grievance by the applicable time limits after presentation shall be deemed denial of the grievance. And failure by the Association to present a proper written statement within the applicable time limits shall be deemed a waiver of the grievance.
- 3) Time for meetings to discuss grievances shall be scheduled outside of the school day, unless in the judgment of the appropriate administrator, a meeting during the school day is desirable to facilitate the production of appropriate information. Attendance by paraprofessional and by the Association representative at grievance meetings held during the school day shall constitute authorized absence without loss of pay.
- 4) At the request of the P R & R Committee, after a paraprofessional has discussed a grievance with it, the Committee will make available to the P R & R Committee such documents and data as the Committee may possess which pertain to the grievance and which are public records.
- 5) Records. While both parties may maintain files of grievances and the disposition thereof, the Committee shall not make any entry or file any paper in the personnel file of any paraprofessional involved in a grievance except as may be required to implement the disposition thereof.
- 6) No reprisal of any kind shall be taken by any party hereto against any person who participates in any grievance proceeding by reason of such participation.
- 7) No grievance in process during the term of this Agreement shall lapse because of the expiration or termination of this Agreement.
- 8) If a grievance affects a group or a class of paraprofessionals from more than one (1) school, the Association may commence a grievance on behalf of such group or class at the Level Two by submitting the grievance in writing to the Superintendent. Said grievance shall describe the group or class or paraprofessionals affected.
- 9) Grievances involving suspensions will not be subject to this Article. Such appeals are subject to Chapter 71, Section 42D of the M.G.L. as amended by the Education Act of 1993.

10) The following matters shall not be subject to grievance-arbitration under this agreement or other recourse:

- a) Any matter involving the exercise of discretion accorded management under this agreement.
- b) Disputes over alleged unlawful discrimination.
- c) Changes in job descriptions or assigned duties or classifications, and determination of pay grades for newly created positions.
- d) Any incident which occurred or failed to occur prior to the effective date of this Agreement.

Article 4
No Strike

- 4.1 Neither the Association nor any employee shall engage in, induce, support, encourage, or condone a strike, work stoppage, slowdown or withholding of services by employees.
- 4.2 Should any of its members engage in any of the practices set forth above, the Association shall immediately in writing order such members to return to work and immediately cease such practices. The School Committee shall receive a copy of this written notice. If the Association disclaims in writing to the Committee responsibility for any acts of individual Association members prohibited hereby, it shall not be liable in any way therefore.
- 4.3 Employees who engage in activity prohibited by this article shall not be paid for the time involved. Paraprofessionals who participate in any such acts may be disciplined or discharged.

Article 5
Work Day/Work Year

- 5.1 The Paraprofessional year will begin no earlier than ten (10) workdays before Labor Day and end no later than June 30. The total number of work days will be one-hundred eighty-six (186) for the duration of this contract.
- 5.2 Paraprofessionals will work a seven (7) hour day, inclusive of lunch. Specific schedules will be set by individual school principals as needed. Said schedules will not commence before 7 a.m. or end later than 3:30 p.m., but will include at least 10 minutes before the start of the student day and 20 minutes after the end of the student day to accommodate bus duty at arrival and dismissal.
- 5.3 The day shall include a duty free lunch break of at least 29 minutes plus a ten-minute break during each three hours of work.

- 5.4 All unit members will work their regular hours on scheduled early release days, unless teachers are also released.
- 5.5 An aide assigned to one particular student will be guaranteed a full work day and assigned other duties if the student is absent.
- 5.6 In the event of an early dismissal or delayed opening due to weather or any other emergency, unit members will receive their full day's pay.
- 5.7 Any unit member who assumes the duties of a teacher in Unit A in the teacher's absence, will receive an additional \$15.00 per half day or \$30 for an entire day. A unit member who substitutes for specific block at the High School will be paid an additional \$15.
- a. When a paraprofessional substitutes for a teacher for a day he/she will follow that teacher's schedule and will be exempt from his/her scheduled duties as a paraprofessional.
 - b. Paraprofessionals may decline to substitute as a classroom teacher, except when operational needs so require, as determined by the administration. This provision does not apply to short term supervision of a classroom during the course of a day.
 - c. Paraprofessionals who substitute for a teacher for at least 1 1/2 hours will be paid for one-half a day of substitute work.
 - d. In no event will a paraprofessional be paid less than his/her regular pay when substituting for another employee.
- 5.8 All duties for paraprofessionals will be assigned on a time equitable basis. Duty schedules will be posted at the start of the school year.
- 5.9 Attendance at Professional Development Days is mandatory.
- 5.10 In order to meet the needs of employees, students, families and the schools, the work day/week of any bargaining unit employee may be changed by mutual agreement between the employee and the Superintendent. The agreement shall be in writing and shall specify a term during which the agreement shall be effective. In the absence of any agreement, the employee shall work the same schedule as other employees similarly situated in terms of position, building assignment, and so on. This will not affect the District's right to set or change the hours for a particular job title, building, or work site.

Article 6
Leaves With Pay

6.1 Sick Leave

- a. Paraprofessionals who have completed at least three years of employment in the Uxbridge School System will be credited with 15 sick days every July 1. Sick leave for paraprofessionals in their first three years of service in Uxbridge will be prorated at the rate of one and one half (1 ½) days per month. Unused sick leave will accumulate from year to year to a limit of ~~one hundred seventy (170)~~ **one hundred eighty (180) days**.
- b. This plan will cover the personal sickness and/or injury of the paraprofessional. Five (5) days per year may be used to provide care for a family member. Sick leave days may also be used for medical appointments and/or dental surgery or medical emergencies that cannot be scheduled outside of the work day/year. Sick leave may not be used if the employee is being compensated under another leave program, insurance program or in accordance with statute (e.g. workers' compensation).
- c. After four (4) consecutive days of absence due to sickness or injury, a doctor's certificate may be required. After six (6) cumulative days of absence due to sickness or injury in any school year a doctor's certificate may be required at the discretion of the Superintendent. The District may require an employee to obtain a second opinion by being examined at the District's expense by a doctor of the District's choosing.

6.2 Sick Leave Bank. There shall be a fund of days to be called the Sick Leave Bank. The Sick Leave Bank shall accumulate from year to year to a maximum of 250 days, which may be awarded by the Sick Leave Bank Committee in accordance with the provisions of this Article.

- a. Membership in the sick bank is automatic. Each member will contribute one (1) sick day annually. In the event that the 250 days would be exceeded, then the one day contribution will be waived for all but new members. The Sick Leave Bank shall have a minimum of 50 days in reserve. If the number of days falls below 50, then section 6.2a shall be reapplied.
- b. The Sick Leave Bank Committee will be established yearly. It shall consist of five (5) members. Two (2) members shall be designated by the School District, and three (3) members shall be designated by the Uxbridge Teachers Association.
- c. The following procedures and criteria will be used to determine eligibility for benefits and the number of days to be granted.

1. The employee has exhausted his/her sick leave.
 2. The employee has completed one (1) or more years of service in the Uxbridge Public Schools.
 3. The employee, or in the event of incapacity, his/her representative, must apply in writing and must be accompanied by medical evidence of illness, submitted by a state certified Medical Doctor or Licensed Therapist. The application will also state the need for and anticipated extent of extended recovery from the illness.
 4. In the event that a majority of the Sick Leave Bank Committee has reason to question the medical documentation submitted, a second opinion may be requested. The School District will pay for this examination. Information obtained may be presented to the Sick Leave Bank Committee for review. An employee's refusal to submit to an examination for a second opinion shall constitute withdrawal of the request for days from the Sick Leave Bank.
 5. The Sick Leave Bank Committee may not award more than thirty (30) sick days at any one time. Application may be made for additional benefits. It is understood that it is not automatic that an employee will be covered for the entire illness.
 6. The sex or marital status of the employee will have no basis in the decision to allow or deny sick leave bank benefits.
 7. In the event of death, no sick leave granted by this committee shall be paid to the employee's estate, nor shall sick leave be paid to an employee who has been terminated, or resigned from his/her position.
 8. Sick leave days drawn from the bank shall be actual workdays in which school was in session excluding weekends, holidays, school closing and vacation periods.
 9. The Sick Leave Bank Committee may grant days retroactive to the date of application.
- d. No decision of the Sick Leave Bank Committee shall be subject to the grievance and arbitration provisions of this Agreement. Any appeal will be limited to an appeal to the Sick Bank Committee itself.

- e. In administering the bank and in determining the amount of leave, the following criteria shall be applied to by the Sick Bank Committee:
 - 1. Medical evidence of a serious illness
 - 2. Prior utilization of eligible sick leave
 - 3. Other lawful factors as a majority of the Sick bank Committee may deem appropriate.
- f. Upon return from extended sick leave during which benefits were received through the Sick Leave Bank, the recipient shall be entitled to commence a new accumulation of individual sick leave on the same basis as other employees.
- g. When an employee returns after using the Bank, he/she shall be required to deposit two (2) days into the Bank at the start of the next school year.
- h. Decisions relating to the granting of sick days from the bank shall not affect the District's right to make determinations regarding any employee relations matter, including the determination regarding the appropriateness of any employee's use of sick time.

6.3 Bereavement

- a. When the death of a spouse, parent, child, step child, sibling, grandparent, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandchild, domestic partner or relative living in the same household occurs, the employee shall be granted bereavement and funeral leave of up to five consecutive working days without loss of pay.
- b. When the death of a brother-in-law, sister-in-law, uncle, aunt, or cousin occurs the employee will be granted funeral leave of three (3) working days without loss of pay for the purpose of attending the wake or funeral of the deceased relative.
- c. When the death of a personal friend occurs the employee will be granted bereavement leave of one (1) working day for the purpose of attending the wake or funeral.
- d. If there are extenuating circumstances, the employee may request additional bereavement time. The Superintendent will review such requests on a case by case basis. If granted, the additional leave will be charged to accumulated sick time.

6.4 Personal Leave

- a. In each school year unit members may be granted up to two (2) days of leave for obligations which cannot be attended to outside of school hours. Requests for such leave must be made forty-eight (48) hours before such absence occurs, except in emergencies. Said leave shall be granted for medical, legal, bereavement, religious or family reasons. Said leave may be granted at the discretion of the Superintendent for imperative personal reasons. Any employee who has accumulated sick leave days may convert two (2) sick leave days for personal use. Further days may be granted at the discretion of the Superintendent.
- b. No personal leave will be granted with respect to days preceding or immediately following a holiday or vacation except with the prior written permission of the Superintendent.
- c. Unused personal days shall accumulate as sick leave.
- d. An employee who takes a personal day without properly requesting and obtaining approval for that day will not be paid for that day and may be subject to further disciplinary actions.
- e. Personal days are not cumulative.

6.5 Workers' Compensation

- a. In the event a Unit member is absent from school on account of an illness or an injury for which the unit member is entitled to receive workmen's compensation benefits, the School Committee will, for the period of certified disability that said benefits are received, or until the end of the then current school year, whichever period terminates first, pay the paraprofessional the difference between their per diem rate and the benefits received.
- b. The Unit member's absence for such period shall be debited against his/her sick leave at the rate of one (1) day for each full day's pay received from the school.
- c. The Unit member's absence on account of such illness or injury shall be administered in accordance with the sick leave provisions of this Agreement, until the workmen's compensation benefits for such individual is established.
- d. In no event shall the money paid by the School Department and received from Workmen's Compensation exceed the annual salary that the individual would have earned for that same period.

Article 7
Leaves Without Pay

7.1 Family and Medical leave shall be granted in accordance with applicable state and federal laws, and School Committee policy. Leaves under the FMLA and MMLA will run concurrently.

7.2 Child Rearing Leave. With the approval of the Superintendent, an employee may take an unpaid child rearing leave to extend beyond FMLA or MMLA leave. The employee must apply in writing at least 30 days before the start of the extended leave. The leave may not exceed the balance of the year in which the original leave (including FMLA or MMLA) commences, plus one full academic year. The employee may also apply for a leave that includes only the balance of the current year, or that ends at the midpoint of the following year.

a. If the employee elects to remain *on leave* for the full school year after the year in which the leave commences, the employee must provide notice of intent to return on or before April 1, or the employee will be treated as having resigned from employment, unless the employee has been granted additional leave under Article 9.

b. An employee who does not return after the maximum leave set forth herein will be separated from employment.

7.3 All benefits to which an employee was entitled when the child rearing leave commenced, including unused accumulated sick leave will be restored to him/her upon return and he/she will be placed on the applicable salary schedule at the step which he/she had attained when his/her leave commenced, except that an employee who had worked ninety (90) school days or more in the school year in which his/her leave commenced will be placed on the next step of the applicable salary schedule. An employee returning from such a leave will be assigned to the same position which he/she held at the same time said leave commenced or, if that is not practicable, to a substantially equivalent position for which the employee is qualified.

7.4 Military Leave

An employee shall be allowed time without pay to perform military duty in accordance with orders issued by the appropriate military department and the laws affecting military service. Employees who receive orders that will interfere with work responsibilities are required to present those orders immediately to the District. Where possible, employees in the reserves or National Guard are expected to perform their two week active duty for training during the summer months when school is not in session.

7.5 Other Leave

- a. An employee, for good cause, may request an unpaid leave of absence not to exceed one (1) year for reasons other than those covered by the other leave policies in this article. The decision of whether to grant such a leave and the conditions of such leave are within the Superintendent's discretion.
- b. A paraprofessional who desires such a leave should submit the request in writing to the Superintendent by May 1. The Superintendent shall be notified by February 1 of the intended date of return.
- c. The Superintendent shall make his/her decision in writing within twenty school days after receiving the request.
- d. Any paraprofessional granted an unpaid leave of absence shall have the right to return to a substantially equivalent position or the same position with all the benefits they had accrued before the leave.

Article 8

Application of the Salary Schedule

- 8.1 Upon initial employment, the paraprofessional will be placed on the salary schedule at a step commensurate with his/her education and full time public school experience, not to exceed step 5. Employees hired without accredited school experience will be placed on step 1.
- 8.2 Salaried employees may choose to receive their annual salary spread out over twenty-six installments or twenty-one installments with a lump sum. Hourly employees will receive their salary biweekly for actual time worked.
- 8.3 Any paraprofessional receiving college credits/degree which would entitle him/her to advance to a salary column shall be compensated at the rate provided by said salary schedule commencing with the salary installment for the first full pay period following the presentation by said paraprofessional of proof of such college credits/degree provided that said paraprofessional shall have applied in writing for the benefits of such credits at least thirty (30) days in advance of the pay period and that the credits were earned with a satisfactory grade and the course or degree is applicable to education. Notification of the intent to move on the salary scale must be received by the Superintendent by February 1 and proof of completion must be submitted on or before August 25. Movement on the salary schedule will occur effective on the first day of the work year.

- 8.4 The Superintendent shall have the discretion to determine whether particular credits will count for the purposes of movement on the salary scale. Courses must be pre-approved by the Superintendent, based upon factors the Superintendent deems relevant, including the applicability of the course to the work of the paraprofessional. The Superintendent shall also have the discretion to determine whether and under what circumstances training other than college courses will count as credits for the purposes of movement on the salary schedule.
- 8.5 Employees paid on the 15 or 30 credit columns as of July 1, 2005 will be treated as having the requisite credits to be on that column, notwithstanding the provisions of Section 8.4. However, should the employee wish to move to a higher column, the above language will apply.
- 8.6 Applied Behavioral Analysis Technicians (ABAT).
- a. ABA Technicians will be selected by the District based upon degree and training qualifications as determined by the District. Appropriately selected and qualified ABA Technicians will be paid in accordance with the Instructional Aides' pay scale, but shall receive, in addition, a stipend paid throughout the year along with regular salary. Eligibility for additional pay will not accrue until all training and educational requirements for the position have been met. The amount of the stipend shall vary based upon education, as follows: Non-degreed, \$2000; Associates Degree, \$3500; Bachelors Degree, \$5000.
 - b. ABA Technician positions shall be posted annually, or more frequently when the need for an ABA Technician arises. ABA Technician positions shall be filled at the discretion of the Superintendent or his/her designee based upon qualifications, with seniority as a tie breaker between candidates equally qualified, in the District's judgment. Employees with a bachelors degree, and over 10 years as an ABA Technician for the Uxbridge Schools will receive a preference for reappointment to available positions, if they remain otherwise qualified. The District will make its best efforts to post known vacancies for the following school year by June 1.
 - c. If an ABA Technician ceases performing ABA services, through no fault of the employee (e.g., the child leaves the district, etc.), the stipend will continue for 60 calendar days (or longer in the Superintendent's discretion) pending reassignment to another position requiring qualification as an ABA technician. During that period the employee may be assigned other duties. If no other ABA related assignment is available the Superintendent has the discretion to determine whether the employee will displace another ABA Technician, or remain on the IA scale and no longer receive the ABA stipend.

- d. ABA Stipends will be prorated accordingly when the ABA position is not anticipated to occupy substantially all of the employee's work day. The percentage of the stipend to be paid will be identified in the posting referenced in paragraph B above. The posting will govern the payment of the stipend. The Superintendent shall have the discretion to repost an ABA position if the amount of ABA services changes significantly.

- 8.7 When it is appropriate to determine quantitative relationships between PDPs, PTPs, CEUs and other credits given for education and training, the following equivalencies recognized by the Massachusetts Department of Education will be observed: 1 CEU=10 PDPs; 15 PDPs=1 credit hour; 15 PTPs=1 credit hour.

- 8.8 Employees will be reimbursed for the costs of conferences they attend on a school day, provided that the employee has obtained approval in advance from the Superintendent or his/her designee.

- 8.9 Employees on the COTA/PTA schedule hired after July 1, 2006 will not be eligible to move to salary steps within a box drawn around steps 8 to 10 on the Associates scale and 9 and 10 on the Bachelors scale. The District shall have the discretion to hire a new employees at any step of the salary scale, however, if any new employee is placed on a step within the box, then all employees on that scale will then be eligible to advance to salary steps within the box.

Article 9
Resignation

- 9.1 A Paraprofessional may resign by giving written notice to their Principal at least two weeks before the resignation is to take effect.

Article 10
Vacancies/Transfers

- 10.1 Whenever a vacancy occurs, notice thereof shall be posted in all Uxbridge schools with a copy given to the Unit Steward. Postings shall include minimum qualifications, salary ranges and the date by which a candidate must apply and a job description of the position.

- 10.2 The Superintendent will select the applicant who is best qualified, in the opinion of the Superintendent, to perform the duties of the position. Among equally qualified candidates, preference will be given to internal candidates, and among equally qualified internal candidates, preference will be given to the most senior candidate.

- 10.3 The District reserves the right to transfer employees to positions when necessary to meet the needs of the District.

10.4 This Article shall apply only to vacancies within the bargaining unit.

Article 11
Reduction in Force

- 11.1 Seniority is defined as the number of years, months and days of consecutive service in the Uxbridge Public Schools. Unpaid leaves of absence will not break the continuity of service but time spent on such leaves will not count towards credible service towards seniority.
- 11.2 In the event it is necessary to reduce the number of employees in the bargaining unit, seniority shall apply in effecting such layoffs except when paraprofessional is determined to be better qualified after considering competency, proven performance and demonstrated educational needs of the system. Employees will be given thirty (30) days notice prior to their layoff.
- 11.3 Employees laid off under this Article shall be considered for recall in the inverse order of their layoff within their job classification during a period of two years from the effective date of their layoff.
- 11.4 Refusal to accept a recall offer to a full time position shall be considered voluntary termination of employment.

Article 12
Evaluation

- 12.1 The evaluation of Paraprofessionals is designed to allow the individuals to understand how his/her role is perceived by the teacher and/or principal and the individual to grow and be more effective in their position. The evaluation tool to be used will be mutually agreed upon by the Association and the Superintendent and/or his/her designee.
- 12.2 Unit members shall be evaluated annually. The primary evaluator will be the principal or designee. To the degree necessary, the principal may involve the teacher(s) that the paraprofessional works with on a day to day basis. It shall be the responsibility of the principal to provide any necessary suggestions for continual growth. A paraprofessional may request within one week of receipt of their evaluation, a meeting with their evaluator (with representation if needed) for a review of the findings of the current evaluation.
- 12.3 Evaluations will be done using the appropriate evaluation tool listed in Appendix C.

Article 13
Personnel Files

- 13.1 A Paraprofessional may, upon request submitted to the Superintendent one (1) day in advance, review and copy the contents of his/her personnel file and may have a representative of the Association accompany him/her. The Administration also has the option of assigning a representative to be present. The file shall not be removed from the office in which it is customarily maintained.
- 13.2 No material, originating after original hiring, which is derogatory of a paraprofessionals conduct, service, character or personality will be placed in his/her personnel files unless the paraprofessional has had the opportunity to review the material. Such material will be provided to the individual for review and the opportunity to submit a written response. The paraprofessional will have fifteen (15) school days to respond after receipt.
- 13.3 Any formal complaint regarding a paraprofessional made to any member of the Committee, the Superintendent, or the paraprofessional's supervisor shall be promptly called to the attention of said individual when deemed necessary by the District.

Article 14
Jury Duty

- 14.1 Paraprofessionals who are called to serve Jury Duty will be compensated at their regular rate of pay. Upon return from said Jury Duty employees will be required to submit to the Superintendent a copy of their participation form as supplied by the court system.

Article 15
Tuition Free Enrollment

- 15.1 The children of non-resident unit members will be admitted under School Choice if allowed by State regulations.

Article 16
Preschool/Daycare Priority

- 16.1 The children of unit members will be given preference in preschool/day care enrollment at the established rates.

Article 17
Mileage Reimbursement

- 17.1 ~~Bargaining unit members will be reimbursed at the applicable IRS rate for all pre-approved work related out of district travel.~~ **Bargaining Unit Members, whose positions require in district travel as approved by the Superintendent of Schools, will be reimbursed at the IRS rate.**

Article 18
Insurance

- 18.1 In the event that any employee covered by this Agreement, being eligible therefore, elects to participate in and be covered by any group insurance plan provided by the Town of Uxbridge to its employees under the provisions of Massachusetts General Laws, Chapter 32B, the employer agrees to pay for each such employee that portion, expressed as a percentage, of the premium for such coverage as **follows: determined by, and as so voted at, the annual town meeting of the Town of Uxbridge.**

**Contract Year: 2008/09 77.5% Employer / 22.5% Employee
2009/10 75% Employer / 25% Employee
2010/11 75% Employer / 25% Employee**

*** Effective July 1, 2008, all new hires will contribute 30% of Health Insurance premium and the employer will contribute 70% of premium.**

Notwithstanding the settlement of this or any successor agreement, or anything in this agreement to the contrary, the Association agrees that the Town of Uxbridge may engage in midterm decision and/or impact bargaining (as the case may be) directly with the Association in connection with any changes in health insurance (including but not limited to plans, benefits, premium contributions, co-payments, etc.). Such bargaining will not unreasonably delay the implementation of such changes. The Association shall not be obligated to bargain regarding health insurance except as part of bargaining on a town health insurance proposal in which a majority of the town-side bargaining units participate.

- 18.1 The Committee and the Association agree that, if, due to changes in the provisions of Massachusetts General Laws, Chapter 32B, the Town of Uxbridge cannot continue in effect during the term of this Agreement any group insurance plan provided to its employees as of July 1, 1982, the employer and the Union shall reopen this Agreement for the purpose of entering into further negotiation on the subject matter of this Article.

- 18.2 The School Committee, subject to the approval of the Town of Uxbridge, will provide employees the option of using pretax dollars to pay for the employee's share of health and life insurance subject to the provision of Chapter 697 of the Act of 1987.

Article 19
Dues Deduction

- 19.1 The Committee hereby agrees to certify to the Treasurer of the Town of Uxbridge all payroll deductions from the salaries of Unit D members for the payment of dues to the Uxbridge Teachers' Association-Massachusetts Teachers' Association or the National Teachers' Association, or any one of such Associations as the paraprofessional may individually and voluntarily authorize to be deducted and to request the Town Treasurer to transmit the deducted amounts promptly to such Association or Associations. Paraprofessionals authorizations will be in writing on the standard payroll deduction authorization form provided by the Massachusetts Association.
- 19.2 All Unit D members not selecting to become members of the UTA will be required to pay an Agency Service Fee in accordance with Chapter 150B, Section 12 of the Massachusetts General Laws.
- 19.3 Any such agency fee may be deducted from the salary of any such employee who signed an authorization card permitting such deductions and shall be transmitted to the Association together with the regular dues permitted pursuant to Article 15.1. After a demand for payment of the agency fee is made and no payment is received, the Association shall notify the employee that legal proceedings to enforce the agency fee will commence.
- 19.4 The School Committee shall not be responsible for the implementation, collection or enforcement of the agency fee, except that it shall supply any required documentation to establish that a person is a member of the bargaining unit.
- 19.5 The Association agrees that it will indemnify and hold the School Committee harmless for any action taken against any member as a result of this agency service fee agreement, including but not limited to any legal expenses incurred.

Article 20
Child Care

- 20.1 Child Care workers will be paid their regular rate of pay for their regularly scheduled hours for their attendance on Professional Development Days and Curriculum Days.
- 20.2 Professional Development Days are mandatory work days for Child Care employees.

- 20.3 The Child Care Director or Superintendent will assign attendance at Professional Development activities.
- 20.4 Site Coordinators assigned by the Superintendent will be paid a salary differential of 10%.
- 20.5 Attendance at Conferences
- a. If a Child Care employee is required to attend any conference outside of his/her normal work schedule he/she will be compensated at his/her hourly rate.
 - b. Conference fees will be paid by the school district.
 - c. PDP's will be granted for attendance at conferences. (See 8.7 for formula)
- 20.6 If the Governor should declare a State of Emergency that closes the Child Care Program, employees will be compensated for their regularly scheduled work day. ~~If the Child Care Program is otherwise closed due to inclement weather, a Child Care Worker can elect to use an available vacation day.~~ **Child Care employees may use sick time, personal leave or vacation leave if the Superintendent or Governor closes daycare program due to inclement weather.**
- 20.7 Child Care employees who substitute for another teacher will be compensated at their regular hourly rate or the substitute rate, whichever is higher.
- 20.8 Child Care employees who work over 40 hours a week will be compensated at 1 1/2 times their regular rate of pay for all hours worked over 40 hours.
- 20.9
- a. Child Care employees will be paid for the following holidays as long as they fall on a Monday through Friday.

July 4	Christmas Eve
Labor Day	Christmas Day
Columbus Day	New Years Day
Veteran's Day	Martin Luther King Day
½ day before Thanksgiving	President's Day
Thanksgiving	Memorial Day
Day after Thanksgiving	
 - b. Child Care Workers will be paid for Patriots Day, either by working that day if the program is open, or as a paid holiday if the program is closed.

- c. Full time, 12 month Child Care workers shall be entitled to take up to three (3) personal days per year, upon request 72 hours in advance, and contingent upon approval by the District, for personal business that cannot be scheduled outside of the work day or work week.

20.10 Vacation

- a. A vacation year shall be the period July 1 - June 30 inclusive. During the employee's first year of employment, vacation leave will be prorated on time actually worked.

- b. Full Time Employees

Each 12 month full-time employee shall be credited with vacation leave with pay according to the following schedule:

During the first year of employment : 1 week vacation (pro-rated)

Beginning of year 2: Two (2) weeks

Beginning of year 3: Three (3) weeks

Beginning of year 10: Four (4) weeks

Beginning of year 15: Five (5) weeks

- c. Part Time Twelve Month Employees:

During the first year of employment: One (1) week vacation (pro-rated)

Beginning of year 2: Two (2) weeks

- d. Upon termination of employment prior to June 30th, no vacation will be paid except that earned in a prior vacation year. Upon termination of employment after June 30th, the employee shall be paid all vacation earned. If termination is caused by death. Such payment will be made to the employee's estate.
- e. Two weeks of any earned vacation by full time employees must be taken during the shut down periods. Requests for vacation when school is in session must be submitted with a four week notice and are subject to approval by the Superintendent. All other requests will be considered on a case by case basis. If more than one person requests the same vacation period, seniority will be the deciding factor, unless extenuating needs of the program exist.

20.11 Lead Teachers will be permitted one hour of paid planning time per week.

Article 21
Summer School

- 21.1 Paraprofessionals who work in the summer school program will be compensated at the rate of ~~\$18.00~~ **\$22.00** per hour or their regular rate, whichever is higher. Summer school employees who are being paid throughout the summer for a school year position, may elect to be paid in a separate check, subject to the Town's determination as to feasibility.
- 21.2 Whenever possible preference will be given to employees who have previously worked in the summer school program.
- 21.3 If a member of the bargaining unit is employed as a lifeguard, he/she will be paid an annual stipend based upon the number of days per week assigned to lifeguard duties: 4 day week, \$900; 3 day week, \$700; 2 day week, \$500.

Article 22
Masters Degree Stipend

~~Stipends for Master's Degree as follows:~~ **Master Degree Stipends to begin in Year 2 of the agreement -**

Year 1 - ~~\$1000~~ \$1250
Year 2 - ~~\$1250~~ \$1500
Year 3 - ~~\$1500~~ \$1750

Article 23
Longevity

Longevity increases to being in Year 2

After the completion of 10 years: ~~\$500~~ **\$650**
After the completion of 15 years: ~~\$650~~ **\$900**
After the completion of 20 years: ~~\$900~~ **\$1150**
After the completion of 25 years: \$1400

Longevity will be paid in a separate lump sum check on the second payroll date of the new fiscal year.

Article 24
Probationary Period and Non-Renewal

Members of the bargaining unit are reappointed annually. Should the District elect not to renew the appointment of a unit member, it shall notify the employee in writing by June 1. An employee in the first year of employment (probationary period) may be disciplined or discharged during the course of the year at the discretion of the employer without recourse to the grievance and arbitration procedures of the agreement. Non-renewal is not subject to challenge through the grievance and arbitration procedures of the agreement.

Article 25
Just Cause

No bargaining unit member will be discharged, or suspended without pay, without just cause. For the purpose of the preceding sentence, "discharge" shall mean dismissal from the employ of the School District for a disciplinary reason, and shall not include any action taken pursuant to a reduction in force or non-renewal. This provision shall not apply to probationary employees.

Article 26
Holiday Pay

Full time employees not entitled to holidays by operation of any other provision of this agreement will be entitled to holiday pay based upon completed years of continuous service in the bargaining unit: 0 to 3 years, no holiday pay; 4 to 6 years, 6 holidays; 7 or more years, 12 holidays. Holiday pay will be calculated by multiplying the appropriate number of holidays by \$65 per holiday, with the resulting amount paid throughout the year along with salary.

Article 27
Training

Certification programs in CPR and First Aid will be offered to employees, and the appropriate credits/points will be awarded for completion of these programs.

Article 28
Duration of Agreement

22.1 This agreement will be effective on the date of ~~July 1, 2005 until June 30, 2008.~~ **July 1, 2008 until June 30, 2011.**

The Association will notify the Superintendent of its intent to negotiate a Successor agreement by November 30th of the final year of the Agreement.

FOR THE UXBRIDGE SCHOOL
COMMITTEE

FOR THE UXBRIDGE TEACHERS
ASSOCIATION – UNIT D

Date: _____

Date: _____

**Appendix A
Salary Schedules**

IA Scales
2005-2006

IA column:

Step	HS	9 credits	15 credits	30 credits	Assoc	BA
1	\$12,309	\$12,687	\$13,058	\$13,450	\$13,854	\$14,269
2	\$13,551	\$13,958	\$14,377	\$14,808	\$15,252	\$15,710
3	\$14,296	\$14,725	\$15,166	\$15,621	\$16,090	\$16,573
4	\$14,838	\$15,283	\$15,741	\$16,214	\$16,700	\$17,201
5	\$15,762	\$16,235	\$16,722	\$17,224	\$17,741	\$18,273
6	\$16,419	\$16,912	\$17,419	\$17,942	\$18,480	\$19,034
7	\$17,488	\$18,013	\$18,553	\$19,110	\$19,683	\$20,274
8	\$19,460	\$20,044	\$20,645	\$21,264	\$21,902	\$22,559
9	\$20,238	\$20,845	\$21,471	\$22,115	\$22,778	\$23,462
10	\$20,845	\$21,471	\$22,115	\$22,778	\$23,462	\$24,165

Step	HS	15 credits	30 credits	Assoc.	BA
1	\$12,617	\$13,384	\$13,786	\$14,200	\$14,626
2	\$13,597	\$14,419	\$14,851	\$15,300	\$15,881
3	\$14,577	\$15,454	\$15,916	\$16,400	\$17,136
4	\$15,557	\$16,489	\$16,981	\$17,500	\$18,391
5	\$16,537	\$17,524	\$18,046	\$18,600	\$19,646
6	\$17,517	\$18,559	\$19,111	\$19,700	\$20,901
7	\$18,497	\$19,594	\$20,176	\$20,800	\$22,156
8	\$19,477	\$20,629	\$21,241	\$21,900	\$23,411
9	\$20,457	\$21,664	\$22,306	\$23,000	\$24,666
10	\$21,437	\$22,699	\$23,371	\$24,100	\$25,921

Step	HS	15 credits	30 credits	Assoc.	BA
1	\$12,932	\$13,719	\$14,131	\$14,555	\$14,992
2	\$13,937	\$14,779	\$15,222	\$15,683	\$16,278
3	\$14,941	\$15,840	\$16,314	\$16,810	\$17,564
4	\$15,946	\$16,901	\$17,406	\$17,938	\$18,851
5	\$16,950	\$17,962	\$18,497	\$19,065	\$20,137
6	\$17,955	\$19,023	\$19,589	\$20,193	\$21,424
7	\$18,959	\$20,084	\$20,680	\$21,320	\$22,710
8	\$19,964	\$21,145	\$21,772	\$22,448	\$23,996
9	\$20,968	\$22,206	\$22,864	\$23,575	\$25,283
10	\$21,973	\$23,266	\$23,955	\$24,703	\$26,569

COTA/PTA/SLPA Scales

2005-2006

Step	column: HS	9 credits	15 credits	30 credits	Assoc	BA
1	\$23,094	\$23,440	\$23,792	\$24,506	\$25,241	\$25,998
2	\$24,148	\$24,511	\$24,878	\$25,625	\$26,393	\$27,185
3	\$25,203	\$25,581	\$25,965	\$26,744	\$27,546	\$28,373
4	\$26,259	\$26,653	\$27,053	\$27,864	\$28,700	\$29,561
5	\$27,314	\$27,723	\$28,139	\$28,983	\$29,853	\$30,748
6	\$28,368	\$28,794	\$29,226	\$30,103	\$31,006	\$31,936
7	\$29,424	\$29,865	\$30,313	\$31,223	\$32,160	\$33,124
8	\$31,964	\$32,444	\$32,930	\$33,918	\$34,936	\$35,984
9	\$33,243	\$33,741	\$34,247	\$35,275	\$36,333	\$37,423
10	\$34,240	\$34,754	\$35,275	\$36,333	\$37,423	\$38,546

2006-07

Step	Assoc	BA
1	\$25,872	\$26,648
2	\$27,261	\$28,078
3	\$28,650	\$29,508
4	\$30,039	\$30,938
5	\$31,428	\$32,367
6	\$32,816	\$33,797
7	\$34,205	\$35,227
8	\$35,594	\$36,657
9	\$36,983	\$38,087
10	\$38,372	\$39,517

2007-08

Step	Assoc	BA
1	\$26,519	\$27,314
2	\$27,942	\$28,780
3	\$29,366	\$30,245
4	\$30,790	\$31,711
5	\$32,213	\$33,177
6	\$33,637	\$34,642
7	\$35,060	\$36,108
8	\$36,484	\$37,574
9	\$37,908	\$39,039
10	\$39,331	\$40,505

LPN Scales

2005-06

Step	Salary
1	\$23,440
2	\$24,511
3	\$25,581
4	\$26,653
5	\$27,723
6	\$28,794
7	\$29,865
8	\$32,444
9	\$33,741
10	\$34,754

2006-07

1	\$20,156
2	\$21,447
3	\$22,738
4	\$24,029
5	\$25,320
6	\$26,611
7	\$27,902
8	\$29,193
9	\$30,484
10	\$31,775

2007-08

1	\$20,660
2	\$21,983
3	\$23,306
4	\$24,630
5	\$25,953
6	\$27,276
7	\$28,600
8	\$29,923
9	\$31,246
10	\$32,569

APPENDIX B

Day Care Site Supervisor/Lead Teacher Pay Scales

2005-2006

Step	High School	15 Credits	30 Credits	Assoc	BA
1	\$10.64	\$11.29	\$11.62	\$11.97	\$12.33
2	\$11.03	\$11.70	\$12.06	\$12.42	\$12.79
3	\$11.54	\$12.24	\$12.61	\$12.99	\$13.38
4	\$11.96	\$12.68	\$13.06	\$13.46	\$13.86
5	\$12.48	\$13.24	\$13.64	\$14.05	\$14.47
6	\$12.88	\$13.66	\$14.07	\$14.49	\$14.93
7	\$13.55	\$14.38	\$14.81	\$15.25	\$15.71
8	\$13.85	\$14.69	\$15.13	\$15.58	\$16.05
9	\$14.40	\$15.28	\$15.74	\$16.21	\$16.69
10	\$14.83	\$15.74	\$16.21	\$16.69	\$17.19

2006-2007

Step	High School	15 Credits	30 Credits	Assoc	BA
1	\$10.91	\$11.57	\$11.91	\$12.27	\$12.64
2	\$11.31	\$11.99	\$12.36	\$12.73	\$13.11
3	\$11.83	\$12.55	\$12.93	\$13.31	\$13.71
4	\$12.26	\$13.00	\$13.39	\$13.80	\$14.21
5	\$12.79	\$13.57	\$13.98	\$14.40	\$14.83
6	\$13.20	\$14.00	\$14.42	\$14.85	\$15.30
7	\$13.89	\$14.74	\$15.18	\$15.63	\$16.10
8	\$14.20	\$15.06	\$15.51	\$15.97	\$16.45
9	\$14.76	\$15.66	\$16.13	\$16.62	\$17.11
10	\$15.20	\$16.13	\$16.62	\$17.11	\$17.62

2007-2008

Step	High School	15 Credits	30 Credits	Assoc	BA
1	\$11.18	\$11.86	\$12.21	\$12.58	\$12.95
2	\$11.59	\$12.29	\$12.67	\$13.05	\$13.44
3	\$12.12	\$12.86	\$13.25	\$13.65	\$14.06
4	\$12.57	\$13.32	\$13.72	\$14.14	\$14.56
5	\$13.11	\$13.91	\$14.33	\$14.76	\$15.20
6	\$13.53	\$14.35	\$14.78	\$15.22	\$15.69
7	\$14.24	\$15.11	\$15.56	\$16.02	\$16.51
8	\$14.55	\$15.43	\$15.90	\$16.37	\$16.86
9	\$15.13	\$16.05	\$16.54	\$17.03	\$17.53
10	\$15.58	\$16.54	\$17.03	\$17.53	\$18.06

Daycare Aides/Lunch Monitors

2005-2006

Step	High School	15 Credits	30 Credits	Assoc	BA
1	\$9.12	\$9.67	\$9.96	\$10.26	\$10.57
2	\$9.46	\$10.03	\$10.33	\$10.64	\$10.96
3	\$9.79	\$10.39	\$10.70	\$11.02	\$11.35
4	\$10.09	\$10.70	\$11.02	\$11.35	\$11.69
5	\$10.45	\$11.08	\$11.42	\$11.76	\$12.11
6	\$10.69	\$11.35	\$11.69	\$12.04	\$12.40
7	\$11.16	\$11.84	\$12.19	\$12.56	\$12.93
8	\$11.46	\$12.16	\$12.52	\$12.90	\$13.29
9	\$11.92	\$12.64	\$13.02	\$13.41	\$13.82
10	\$12.28	\$13.02	\$13.41	\$13.82	\$14.23

2006-2007

Step	High School	15 Credits	30 Credits	Assoc	BA
1	\$9.35	\$9.91	\$10.21	\$10.52	\$10.83
2	\$9.70	\$10.28	\$10.59	\$10.91	\$11.23
3	\$10.03	\$10.65	\$10.97	\$11.30	\$11.63
4	\$10.34	\$10.97	\$11.30	\$11.63	\$11.98
5	\$10.71	\$11.36	\$11.71	\$12.05	\$12.41
6	\$10.96	\$11.63	\$11.98	\$12.34	\$12.71
7	\$11.44	\$12.14	\$12.49	\$12.87	\$13.25
8	\$11.75	\$12.46	\$12.83	\$13.22	\$13.62
9	\$12.22	\$12.96	\$13.35	\$13.75	\$14.17
10	\$12.59	\$13.35	\$13.75	\$14.17	\$14.59

2007-2008

Step	High School	15 Credits	30 Credits	Assoc	BA
1	\$9.58	\$10.16	\$10.46	\$10.78	\$11.11
2	\$9.94	\$10.54	\$10.85	\$11.18	\$11.51
3	\$10.29	\$10.92	\$11.24	\$11.58	\$11.92
4	\$10.60	\$11.24	\$11.58	\$11.92	\$12.28
5	\$10.98	\$11.64	\$12.00	\$12.36	\$12.72
6	\$11.23	\$11.92	\$12.28	\$12.65	\$13.03
7	\$11.72	\$12.44	\$12.81	\$13.20	\$13.58
8	\$12.04	\$12.78	\$13.15	\$13.55	\$13.96
9	\$12.52	\$13.28	\$13.68	\$14.09	\$14.52
10	\$12.90	\$13.68	\$14.09	\$14.52	\$14.95

APPENDIX C
Evaluation Instruments

Uxbridge Public Schools

ABA Technician Evaluation Form

Ratings:	
E –	Excellent
C –	Commendable
S –	Satisfactory
NI-	Needs Improvement
NA-	Not Applicable

Name: _____

School: _____

Evaluator: _____ Date: _____

Evaluator Position: _____

- _____ 1. Quality of Work: Work and data collection is consistently accurate, thorough, neat and complete.
- _____ 2. Ethics: Demonstrates ethical standards regarding student confidentiality with staff and parents within and outside of the work place.
- _____ 3. Responsibility: Willing to assume responsibility, take initiative when appropriate, grow in the position with experience, and complete designated responsibilities.
- _____ 4. Adaptability: Demonstrates the ability to adjust to and effectively perform tasks in new or changing situations, receive suggestions and/or constructive criticism.
- _____ 5. Work Habits: Is self motivated, conscientious and organized. Mentors and assists new workers as they come into the field.
- _____ 6. Relationships with People: Works and communicates effectively and respectfully with others, including co-workers, superiors, parents and students.
- _____ 7. Dependability: Is punctual and displays consistent attendance.
- _____ 8. Attitude: Identifies and meets job requirements with interest, enthusiasm and cooperation.
- _____ 9. Judgment: Assesses situations and independently makes safe and responsible decisions and is comfortable seeking advice and consultation.
- _____ 10. Implementation: Understands and demonstrates a working knowledge of terminology and techniques as required by the Program Coordinator or Consultant and can carry through with students' education and behavior plans.

Comments and/or Recommendations:

Technicians signature: _____ Conference
date: _____

Signature indicates that the Technician has reviewed this evaluation and has had an opportunity to discuss its content with the evaluator.

An Aide who does not agree with this evaluation may submit a written rebuttal to the Superintendent of Schools or his/her designee.

Ratings:
E - Excellent
C - Commendable
S - Satisfactory
NI- Needs Improvement
NA-Not Applicable

Uxbridge Public Schools

SLPA Evaluation Form

Name: _____
School: _____
Supervisor _____ Date: _____

Clerical Skills: Performs clerical tasks specific to the role of the SLPA.

_____ Prepares and maintains students' charts and records accordingly.

Administrative Skills: Performs administrative tasks specific to the role of SLPA.

_____ Practices efficient time and management skills.

_____ Calculates and records relevant statistical data.

Professional Conduct: performs in a professional manner that is in accordance with the *Code of Ethics* for SLPs.

_____ Respects and maintains student confidentiality.

_____ Recognizes professional limitations and performs within the boundaries of training.

_____ Understands and respects the necessity for Supervisor-Supervisee relationship.

_____ Arrives punctually and prepared for the work related activities.

_____ Completes documentation and other tasks in a timely manner.

_____ Evaluates own performance.

_____ Seeks clarification for supervising SLP as needed to follow the prescribed treatment or screening protocol.

_____ Actively participates in interaction with supervisor demonstrating use of supervisors feedback.

Clinical Skills: SLPA comprehends the diversity of the clinical setting and performs at a level that is comparable to his or her level of training.

- _____ Familiarizes self with clinical methods and materials.
- _____ Uses appropriate oral and written communication skills in working with clients, co-workers, and supervisors.
- _____ Utilizes appropriate stimuli, records specific target behaviors, reinforces the students response, and provides appropriate cues as designated in the written treatment protocol.
- _____ Tabulates target behaviors and performance data.
- _____ Effectively manages the behavior of students using behavior management techniques to establish and maintain appropriate social interaction and motivation/attention to task.
- _____ Crates appropriate materials and/or games for therapy.
- _____ Effectively manages, operates, programs and/or monitors clinical equipment and materials.
- _____ Sets up equipment and materials for other clinical tasks.
- _____ Seeks and applies feedback from supervisor to enhance and modify job performance.
- _____ Appropriately recognizes when the supervisor needs to be contacted during the treatment session.

Comments and/or Recommendations:

SLPA Signature: _____ Conference
date: _____

Signature indicates that the employee has reviewed this evaluation and has had an opportunity to discuss its content with the evaluator.

An employee who does not agree with this evaluation may submit a written rebuttal to the Superintendent of Schools or his/her designee.

Uxbridge Public Schools

LPN Evaluation Form

Ratings:
E- Excellent
C- Commendable
S- Satisfactory
NI- Needs Improvement
NA- Not Applicable

Name: _____
School: _____
Evaluator: _____ Date: _____

- ____ 1. Quality of Work: Work and medical data is consistently accurate, thorough, neat ,complete and up to date.
- ____ 2. Ethics: Demonstrates ethical standards regarding student confidentiality with staff and parents within and outside of the work place.
- ____ 3. Responsibility: Willing to assume responsibility, take initiative when appropriate, grow in the position with experience, and complete designated responsibilities.
- ____ 4. Adaptability: Demonstrates the ability to adjust to and effectively perform tasks in new or changing situations, receive suggestions and/or constructive criticism.
- ____ 5. Relationships with People: Works and communicates effectively and respectfully with others, including co-workers, superiors, parents and students.
- ____ 6. Dependability: Is punctual and displays consistent attendance.
- ____ 7. Implementation: Understands and demonstrates a working medical knowledge in the provision of health services.; is competent performing health evaluations for students.
- ____ 8. Professional Growth: Keeps licensure up to date, maintains certification in CPR and First Aid, attends workshops and seminars when offered.
- ____ 9. Work Habits: Dresses appropriately for position. Maintains a safe, pleasant and orderly environment.
- ____ 10. Attitude: Identifies and meets job requirements with interest, enthusiasm and cooperation.
- ____ 11. Judgment: Assesses situations and independently makes safe and responsible decisions.

Comments and/or Recommendations:

LPN Signature: _____ Conference date: _____

Child Care Evaluation

Name of Staff Member: _____

Position: _____ Location: _____

Employee Start Date: _____ Name of Evaluator: _____

Evaluator Signature: _____ Date: _____

1 = Always	2 = Mostly	3 = Sometimes	4 = Seldom	5 = Never
N/A = Not Applicable				

Shows up for work as expected _____

Arrives on time _____

Can be depended on to complete a task _____

Dresses neatly and appropriately for work _____

Is able to communicate verbally and in writing with proficiency _____

Interacts positively and respectfully with children _____

Communicates appropriately and respectfully with parents _____

Supports parents in difficult situations _____

Works cooperatively and respectfully with co-workers _____

Mentors and assists new workers as they come into the field _____

Supervises a classroom adequately _____

Curriculum planning: (For lead teachers, site coordinators, and camp planners)
(N/A)

___Excellent ___Very Good ___Fair ___Needs Much Improvement ___Unacceptable

Maintains order in the classroom/group _____

Uses appropriate behavior management techniques _____

Stays current with changes in the field _____

Attends workshops and conferences related to field _____

Is creative in providing activities for children in the program _____

Maintains an orderly classroom/space _____

Is flexible (willing to make changes as needed) _____

Uses positive tone of voice and language with children _____

Comments: _____

Recommended for hire in following school year: _____ YES _____ NO

_____ Yes, with suggestions for improvement, which need to be addressed in order to maintain position: _____

Response (this area is for the employee to respond to the evaluation if they wish)

Staff Signature _____ Date _____

(Signature indicates that the employee has read the evaluation and is aware of its contents.)

Uxbridge Public Schools Paraprofessional Evaluation Form

Ratings:	
E	Excellent/Outstanding
C	Commendable
S	Satisfactory
NI	Needs Improvement

Name _____
School _____
Evaluator _____ Date _____
Evaluator Position _____

- _____ 1. Quality of Work: Work is consistently accurate, thorough, neat and complete.
- _____ 2. Quantity of Work: Maintains high output.
- _____ 3. Responsibility: Willing to assume responsibility, take initiative when appropriate, grow in the position with experience, and complete delegated responsibilities.
- _____ 4. Adaptability: Demonstrates the ability to adjust to and effectively perform tasks in new or changing situations.
- _____ 5. Work Habits: Is self motivated, conscientious, and organized.
- _____ 6. Relationships With People: Works and communicates effectively and respectfully with others, including co-workers, superiors, parents and students.
- _____ 7. Dependability: Is punctual and displays consistent attendance.
- _____ 8. Attitude: Identifies and meets job requirements with interest, enthusiasm and cooperation.
- _____ 9. Judgment: Assesses situations and independently makes safe, responsible decisions.
- _____ 10. Reliability: Consistently completes work assignments on or ahead of schedule.

Comments and/or Recommendations:

Paraprofessionals Signature _____ Conference date _____

Signature indicates that the Aide has reviewed this evaluation and has had an opportunity to discuss its content with the evaluator.

An Aide who does not agree with this evaluation may submit a written rebuttal to the Superintendent of Schools or his/her designee.

COTA/PTA Performance Rating Scale

Name of Staff _____ Date _____

School _____

Ratings used to assess the level of performance:

- E** Excellent/Outstanding
- C** Commendable
- S** Satisfactory
- NI** Needs Improvement

Evaluation

_____ Uses available sources of collection evaluation data relevant to students.

Treatment Planning & Treatment Implementation

_____ Plans treatment programs that are applicable and practical for students.

_____ Implements programs that reflect the goals and objectives of the students.

_____ Interacts positively and respectfully with students.

_____ Considers the safety of all children at all times.

_____ Uses appropriate behavior management techniques.

Communication

_____ Able to identify and report the need for program change with OT/PT supervisor.

_____ Uses appropriate oral and written communication skills in working with students, co-workers, parents and supervisors.

_____ Completes documentation and other tasks in a timely manner.

Professional Behavior

_____ Practices efficient time management skills

_____ Respects and maintains student confidentiality.

_____ Able to modify behavior in response to supervisory feedback.

_____ Stays current with changes in field by attending conferences/workshops related to field.

_____ Effectively manages/monitors clinical equipment and materials.

_____ Demonstrates adaptability/flexibility in managing a system-wide caseload.

Comments

Staff Signature _____ Date _____

Evaluator Signature _____ Date _____

Name of Evaluator _____

Signature indicates that the employee has reviewed this evaluation and has had an opportunity to discuss its content with the evaluator.

An employee who does not agree with this evaluation may submit a written rebuttal to the Superintendent of Schools or his/her designee.

APPENDIX D
Memorandum of Understanding Regarding ABAT Transition

Current ABA Technicians (as of December 1, 2005) who would suffer a loss of pay under the new pay scale, will be paid as indicated below, until such time as the pay due under the Agreement meets or exceeds the pay the employee would receive under this exception.

- a.** Employees who possess the appropriate educational and training qualifications for the position will receive only the cost of living increases of 0% - 2½% - 2½% based upon their current base salary. For purposes of this paragraph only, and without limiting the District's discretion to set qualifications, an ABA Technician with an Associate's or Bachelor's Degree, and appropriate training and experience will be deemed to have the qualifications necessary to receive the cost of living increases.
- b.** Employees who do not possess the appropriate educational and training qualifications will continue to receive their current (FY 2006) rate of pay without any increases through the end of FY 2008, provided they continue to be reappointed in accordance with the terms of Article 8 of the Agreement. Thereafter such employees will revert back to the IA schedule then in effect.