

**AGREEMENT**

**between the**

**UXBRIDGE SCHOOL COMMITTEE**

**and the**

**UXBRIDGE TEACHERS ASSOCIATION - UNIT A**

**July 1, 2011 – June 30, 2014**

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## **PREAMBLE**

The Committee and the Association are collaboratively committed to a high quality educational experience for the students of the Uxbridge Public Schools. The Committee and the Association believe that positive professional conditions are an essential component in creating a productive learning and teaching environment. Positive morale with the professional staff and collegial environment are critical to that goal.

The Committee and the Association believe that they will provide the highest attainable professional conditions for the professional staff of the Uxbridge Public Schools.

The Association and the Committee agree a quality school system depends on the free flow of ideas. The Association, Committee, and Administration will work to create and preserve an atmosphere in which members of the staff can freely express their views.

The Committee and Association affirm that an enlightened school system would be guided by an informed School Committee and an actively involved professional staff. Both recognize the value of monitoring and promoting the success of this Agreement.

ARTICLE 1  
RECOGNITION

1.1 For the purposes of collective bargaining with respect to wages, hours, other negotiable conditions of employment, the negotiation of collective bargaining agreements, and questions arising thereunder, the Committee recognizes the Association as the exclusive bargaining agent and representative of all professional employees of the Committee including the school nurses, O.T., and P.T., excepting however, the Superintendent of Schools, the Principals and Assistant Principals, the Business Manager, Curriculum and Instruction, Technology, Special and Early Childhood Education, permanent substitutes and every other such employee who on the effective date of this contract is, or thereafter shall be, designated by the Committee as a representative of it for the purposes of such bargaining.

1.2 The professional employees represented by the Association as aforesaid are the members of the professional staff covered by this Agreement and will hereinafter be referred to as "teachers" or "professional employees." The provisions of the Article are intended only to describe the professional employees covered by this Agreement and not any particular work and all reference to teachers shall be deemed to include male and female employees as the case may be.

1.3 The Committee agrees that so long as this Agreement shall continue in effect it will not recognize any organization other than the Association for the purposes specified in Section 1.1.

1.4 Except as otherwise specifically provided in this Agreement and except when the Association is notified in writing, the Committee designates the Superintendent of Schools as the agent of the committee with respect to all matters pertaining to the administration of the provisions of this Agreement.

1.5 The Committee and the Association agree that the provisions of this Agreement shall be applied without regard to race, color, religious creed, sex; or national origin, and that they will not during the term of this Agreement nor at any other time directly or indirectly or in any manner whatsoever apply or attempt to apply any discipline, discrimination or penalty against any professional employee by reason of his/her membership or non-membership in the Association.

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. As to 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 any application of this Agreement to any teacher, 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

2.3.1 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 matters 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.

2.3.2 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 Committee alone. Accordingly, subject to the provisions of this Agreement, the making of 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; the making of work schedules, the determination of what and where duties will be performed; and of employee performance; the hiring, transfer, promotion, demotion, layoff, recall, discipline or discharge of employees for just cause without discrimination; and the right to discuss terms and conditions of employment with the employee and to inform them concerning employment matters are exclusive rights of the Committee.

2.3.3 The foregoing enumeration of the Committee's rights shall not be deemed to exclude other rights not specifically set forth, the Committee therefore retaining all rights not otherwise specifically restricted by this Agreement.

2.3.4 The exercise by the District of any of the foregoing rights shall not alter any of the specific provisions of the agreement.

2.3.5 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, or to refrain from such activity; to hold office in and participate in the management of the Association; to act in the capacity of Association representative; and to engage in other lawful Associations and concerted activities for the purpose of collective bargaining or other mutual aid or protection

2.4 The Association and the Committee shall each share one-half (1/2) of the cost of reproducing copies of this Agreement.

### ARTICLE 3 COMPLAINT AND GRIEVANCE PROCEDURE

#### 3.1 Informal Procedure for Complaints

3.1.1 Any teacher or group of teachers having a complaint may discuss the same informally with the supervisor or with any superior administrator. A complaint may also be discussed with the Committee upon the recommendation of the Superintendent but the Professional Rights and Responsibilities (PR&R) Committee of the Association shall be notified of the nature of the complaint and of the place and time of the discussion and shall be given the opportunity to have a representative or representatives present at the discussion to state any views of the Association respecting the matter. 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 any 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 pursuit provided of the format procedure provided under Section 3.2.

### 3.2 Formal Procedure for Grievance

#### 3.2.1 Definition:

A "grievance" is defined as a complaint by a teacher or a group of teachers that as to the complainant there has been a violation, misinterpretation or inequitable or unfair application of the provisions of this Agreement. References hereafter made to a "teacher" shall include a group of teachers.

#### 3.2.2 Procedures:

**Level One.** Within fifteen (15) school days from the date the individual or Association knew or should have known of the event leading to the grievance, the teacher and/or the Association shall present a written statement of the grievance to the teacher's supervisor. Such supervisor, the teacher, and if the teacher so desires, a member of the Association shall meet within five (5) school days thereafter in an effort to settle the grievance.

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

**Level Three.** If the grievance shall not have been disposed of to the satisfaction of the teacher and/or the Association within five (5) school days after the meeting with the Superintendent as specified in Level Two above, and the teacher or the Association shall have determined to proceed further, the teacher or the Association shall, not later than fifteen (15) school days after the written statement under Level Two was presented, present a written statement of the grievance to the Committee through the Superintendent. The Superintendent shall forward the grievance to the School Committee, provided the Grievance falls under the jurisdiction of the School Committee, as determined by the School Committee. If it is within the Committee's jurisdiction, the Committee or a Sub Committee will meet with the teacher and a representative of the Association within twenty-one (21) school days thereafter in an effort to settle the grievance. If the Grievance does not fall under the jurisdiction of the School Committee, the Association may submit the grievance directly to arbitration under the procedures outlined below.

### 3.3 Arbitration:

**3.3.1** If a grievance shall not have been disposed of under Level Three of the grievance procedure to the satisfaction of the teacher and the Association, then within forty-five (45) calendar days after the meeting with the Committee or Sub Committee, or notice that the School Committee has determined that the grievance is outside its jurisdiction, the Association may submit the grievance to arbitration by filing a demand for arbitration with the American Arbitration Association. A copy of the demand shall be delivered to the Committee, through the Superintendent's office, at the same time

**3.3.2** 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.

3.3.3 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 requires the commission of an act prohibited by law or which violates or would alter, add to, detract from or modify the terms of this Agreement. The decision of the arbitrator, if in compliance with law and the terms of this Agreement, shall be final and binding upon the committee and the Association.

3.3.4 The costs 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.

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

3.4 General provisions:

3.4.1 Determinations of grievance shall be in writing, shall include a statement of the reasons therefore and shall be transmitted promptly to the aggrieved teacher, to the Chairman of the PR & R Committee, and the Committee.

3.4.2 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 to present a proper written statement within the applicable time limit shall be deemed a waiver of the grievance.

3.4.3 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 teachers and by Association representatives at grievance meetings held during the school day shall constitute authorized absence without loss of pay.

3.4.4 At the request of the PR&R Committee, after a teacher has discussed a grievance with it, the Committee will make available to the PR&R Committee such documents and data as the Committee may possess which pertain to the grievance and which are public records.

3.4.5 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 teacher involved in a grievance except as may be required to implement the disposition thereof.

3.4.6 No reprisals of any kind shall be taken by any party hereto against any person who participates in any grievance proceeding by reason of such participation.

3.4.7 No grievance in process during the term of this Agreement shall lapse because of the expiration or termination of this Agreement.

3.4.8 If a grievance affects a group or a class of teachers from more than one (1) school, the Association may commence a grievance on behalf of such group or class at Level Two by submitting the grievance in writing to the Superintendent. Said grievance shall describe the group or class of teachers affected.

3.4.9 Grievances involving the suspension and/or discharge of a teacher will not be subject to the provisions of this Article. Appeals to the Superintendent and/or discharge of a teacher are subject to Chapter 71, Sections 42 and 42D of the M.G. L. as amended by the Education Act of 1993.

ARTICLE 4  
APPOINTMENT

4.1 The requirements for licensure by the Massachusetts Department of Education shall be the minimum standard for appointment to teach in Uxbridge. In the event that a licensed candidate cannot be found, the school department will apply for a waiver for any unlicensed appointee per Department of Education regulations. Professional Teacher status may be granted by the Superintendent of Schools in accordance with the Massachusetts General Laws. A teacher without professional teaching status shall be notified in writing on or before June fifteenth whenever such person is not to be employed for the following school year. Unless such notice is given as herein provided, a teacher without professional teaching status shall be deemed to be appointed for the following school year.

ARTICLE 5  
SICK LEAVE AND ABSENCE PROVISIONS

5.1 Every July 1 each teacher will be credited with fifteen (15) sick days. Sick leave for teachers hired after October 1 will be prorated at the rate of one and one-half (1 1/2) days per month. Unused sick leave will accumulate from year to year to a limit of one hundred and seventy-five days (175) except as noted below in paragraph 5.5.2.

5.2 This plan will cover the personal sickness and/or injury of the teacher. Ten (10) days per year may be used to provide care for a household or family member. Sick leave days may also be used for medical appointments and/or dental surgery that cannot be scheduled outside of the school work day/year. Additional sick leave days may be used to provide care to a household or family member at the discretion of the Superintendent.

5.3 When the death of a husband, wife, father, mother, son, daughter, brother, sister, father-in-law, mother-in-law, grandparent, son or daughter-in-law or household member of an employee occurs, such employee shall be granted bereavement and funeral leave of up to five (5) working days without loss of pay. Funeral and bereavement leave days need not be consecutive working days.

When the death of a brother-in-law, sister-in-law, uncle or aunt, nephew or niece occurs in the family of an employee, such employee shall be granted funeral leave of three (3) working days without loss of pay for the purpose of attending the wake or the funeral of such deceased relative.

When the death of a close personal friend of an employee occurs, such employee shall be granted funeral leave of one (1) working day without loss of pay for the purpose of attending the funeral of such deceased friend.

Additional bereavement and/or funeral leave requests due to extenuating circumstances may be granted at the sole discretion of the Superintendent.



5.4 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.

5.5 In each school year the teacher will 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 in writing to the Superintendent as early as possible, but not less than twenty-four (24) 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. Further days may be granted at the discretion of the Superintendent.

5.5.1 No personal leave will be granted with respect to days preceding or immediately following a holiday, or vacation except with prior approval of the Superintendent.

5.5.2 Unused personal leave days shall accumulate as sick leave.

5.6 Deduction based on a proration of a year's salary for each day of absence other than provided for this Agreement will be made.

5.7 Benefits and other provisions will be pro-rated in the cases of teachers not employed full-time by the School Department.

5.8.1 In the event a teacher is absent from school on account of an illness or injury, for which the teacher is entitled to and receives workmen's compensation benefits, or the benefits of income maintenance insurance which in whole or part is paid for by the Town of Uxbridge, 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 to the teacher the difference between the teacher's per diem rate and the benefits received.

5.8.2 The teacher'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 Department.

5.8.3 The teacher'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 or insurance benefits for such teacher is established.

5.8.4 In no event shall the money paid by the School Department and received from workmen's compensation or income maintenance insurance paid in whole or in part by the Town, exceed the annual salary the teacher would have earned for that same period.

5.8.5 In the event that the teacher shall have exhausted his/her sick leave, the provisions of this article which call for payment by the School Committee shall not apply unless he/she has been granted additional sick leave days in accordance with the provisions of Article 6.

5.8.6 Teachers shall be entitled to the benefits of the Family Medical and Leave Act. Leave will be administered on a twelve (12) month rolling basis. The District shall be entitled to make elections consistent with the FMLA by way of District-wide policy.

ARTICLE 6  
SICK LEAVE BANK

6.1 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 300 days, which may be awarded by the Sick Leave Bank Committee in accordance with the provisions of this Article.

6.1.1 Membership in the sick bank is automatic. If the Sick Leave Bank falls below 50 days in reserve, each member will contribute one (1) sick day.

6.2 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.

6.3 The following procedures and criteria will be used to determine eligibility for benefits and the number of days to be granted.

6.3.1 The teacher has exhausted his/her sick leave.

6.3.2 The teacher has completed one (1) or more years of service in the Uxbridge Public Schools.

6.3.3 The teacher, 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.

6.3.4 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. A teacher's refusal to submit to an examination for a second opinion shall constitute withdrawal of the request for days from the Sick Leave Bank.

6.3.5 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.

6.3.6 The sex or marital status of the teacher will have no basis in the decision to allow or deny sick leave bank benefits.

6.3.7 In the event of death, no sick leave granted by this committee shall be paid to the teacher's estate, nor shall sick leave be paid to an employee who has been terminated, or resigned from his/her position.

6.3.8 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.

6.3.9 The Sick Leave Bank Committee may grant days retroactive to the date of application.

6.4 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.

6.5 In administering the bank and in determining the amount of leave, the following criteria shall be applied to by the Sick Bank Committee:

6.5.1 Medical evidence of a serious illness

6.5.2 Prior utilization of eligible sick leave

6.5.3 Other lawful factors as a majority of the Sick bank Committee may deem appropriate.

6.6 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.

6.7 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.

6.8 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.

## ARTICLE 7 MATERNITY LEAVE/CHILD REARING LEAVE

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.

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

7.2.2 A teacher who does not return after the maximum leave set forth herein will be separated from employment, unless the teacher has been granted additional leave under Article 9.

7.3 All benefits to which a teacher 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 a teacher who had taught ninety (90) 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. A teacher 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 said teacher is qualified and certified.

7.4 Adoptive parents shall be entitled to utilize up to ten days of their accumulated sick leave for adoption related travel, court appearances, appointments with social workers or adoption agencies, or attendance at other meeting or processes required in connection with the adoption of a child including bonding and providing for transition time. Adoptive parents shall provide two weeks' notice of the intent to utilize paid leave under this section where practicable and will provide the Superintendent or his/her designee, with documentation, in a form acceptable to the Superintendent or his/her designee, supporting the need for such leave. In the event adoptive parents are adopting internationally, requiring travel and or special circumstances, the Superintendent or his/her designee upon receipt of documentation in a form acceptable to the Superintendent or his/her designee will grant an additional ten days of accumulated sick leave to the adoptive parents. The Superintendent may grant additional days for special circumstances if said circumstances are proven by the adoptive parents to the satisfaction of the Superintendent or his/her designee.

## ARTICLE 8 SABBATICAL LEAVE

8.1 In the interest of regarding professional performance and encouraging independent research, achievement and professional growth, the Superintendent may grant sabbatical leaves to teachers employed on a full-time basis as follows:

8.1.1 Not more than two (2) teachers may be absent on sabbatical leave at any one time.

8.1.2 Only those teachers who have completed seven (7) years of professional service in the Uxbridge School System shall be eligible for sabbatical leave, and no teacher having been on sabbatical leave shall again be eligible until he/she has completed seven (7) years of professional service in Uxbridge after return from such leave.

8.1.3 Any teacher who desires to apply for sabbatical leave shall submit such application by February 1 to the Superintendent in writing in such form as the Superintendent may require by generally applicable regulation

8.1.4 In considering an application for sabbatical leave, the Superintendent will apply the following criteria: years of service of applicant, number of years application has been submitted, type of research or study planned, educational value of proposed research or study to Uxbridge system and relationship to professional growth of applicant and urgency of proposed research or study and availability of financial resources.

8.1.5 The Superintendent shall make his/her decision not later than the April 1 following the submission of the application.

8.2 Any teacher accepting sabbatical leave shall enter into a written agreement with the Committee in accordance with Chapter 71, Section 41S of the General Laws of Massachusetts.

8.3 When the sabbatical leave has been completed, the teacher shall submit a report of his/her research or study to the Superintendent in such form as has been determined by the Superintendent.

8.4 The Superintendent will inform any teacher on sabbatical leave of opportunity for advancement and promotion and such teacher shall be considered for such advancement or promotion in the same manner as those who are presently in service.

8.5 Each teacher granted a sabbatical leave shall have the right to return to a position substantially equivalent to his/her former position, or to the same position if it is available.

8.6 A teacher shall receive one-half (1/2) salary including the current increment while on sabbatical leave.

#### ARTICLE 9 LEAVE OF ABSENCE

A leave of absence may be given by the Superintendent if he/she feels it is in the best interest of the schools to do so after considering such factors as the educational program, student needs and financial impact. Application for such leave must be made to the Superintendent by February 1. Decisions under this article are not subject to the grievance and arbitration procedure.

#### ARTICLE 10 RESIGNATION

A teacher may resign by giving written notice to the Superintendent of Schools at least thirty (30) days before such resignation is to take place.

#### ARTICLE 11 PROFESSIONAL DEVELOPMENT

##### 11.1 District Professional Days

The district will provide three (3) Professional Development Days within the teachers' school year.

##### 11.2 Personal Professional Days

Each teacher may request a professional day(s) from the Superintendent through the Principal/Director by stating the date of said day and how the attendance at such a conference or workshop will benefit the Uxbridge Public Schools. Each school will be allocated a sum of money to be expended on professional development activities approved by the Principal/Director, in consultation with the School Council and Professional Development Committee. Professional Development funds may be used for re-certification activities required by the Education Reform Act. The Professional Development expenses will be not less than \$60,000 as a system-wide total.

##### 11.3 Tuition Reimbursement

The School District will establish a tuition reimbursement fund not to exceed twenty-five thousand dollars (\$25,000.00) per fiscal year.

The District shall reimburse teachers of full time and part time (pro-rated) status, for the cost of tuition up to three hundred dollars (\$300.00) per course and up to two courses per teacher, per year, for graduate level courses. Second course reimbursement will only occur, after all first requests have been satisfied. Said course must be taken at an accredited institution and approved in advance by the Superintendent. For the purposes of tuition reimbursement only, the Superintendent has the authority to approve/deny tuition reimbursement based on a teacher's course selection. This article is not subject to the grievance procedure. The School District will process tuition reimbursement requests for payments annually in

June. Teachers shall submit proof of Superintendent approval and proof of payment together with university issued grade report to the Superintendent by the close of business hours on June 30.

Should the District total of tuition reimbursements exceed \$25,000.00 in a fiscal year, the District will equally proportion the reimbursements to those having approved requests, thus resulting in reimbursements of less than three hundred dollars (\$300.00). First requests will be paid first, if the 25,000.00 is not exhausted through first requests, second requests will be honored until the \$25,000.00 is expended.

## ARTICLE 12 PLANNING OF WORK

Each teacher shall do adequate and thorough planning both daily and for longer periods, of the work to be carried on in the classroom. Each teacher is to keep a plan book and seating chart which shall at all times be available in his/her desk to principals, supervisors and substitutes. The plan book shall be in sufficient detail so that the teacher or other user of the book shall understand the objective of the lesson or series of lessons, and the ways of obtaining these objectives.

## ARTICLE 13 TEACHER HOURS AND ASSIGNMENTS

### 13.1 Definitions

13.1.1 "School Day" shall mean the period during each day on which pupils are required to attend school commencing with the time by which pupils must be present and ending with the time of general pupil dismissal. For schools operating on a single-session schedule the school day shall include recess and lunch periods and the like; for schools operating on a two-session schedule the school day shall include recess periods but not the period between the sessions.

13.1.2 "Teacher Day" shall mean the period during each day during which teachers are required pursuant to this Agreement to be present in the school.

13.1.3 "School Year" shall mean the number of school days in each twelve (12) month period. Prior to its adoption the proposed school calendar will be presented to the Association. The Association will be given ten (10) school days to present proposals regarding the calendar to the School Committee. Immediately following the first regularly scheduled meeting of the School Committee in March the Committee shall make available to all school employees a copy of the School Calendar for the forthcoming year. If unforeseen circumstances require changes in the school calendar, all school employees will be notified as soon as possible.

13.1.4 The "Teacher Year" shall consist of 180 instructional days, (1) Teacher Orientation/Prep Day and (3) District Professional Days equaling 184 days.

### 13.2 Teacher Day

13.2.1 The regular teacher day shall be fifteen (15) minutes longer than the student day. The fifteen (15) minutes shall be at the beginning or the end of the student day, and assignment of the teachers to morning

supervision or dismissal duty will be on an equitable basis. A teacher may leave earlier or arrive later with permission from his/her supervisor for good cause. Each teacher will remain available to students on one (1) day per week for a period of time not to exceed forty-five (45) minutes. If no pupils appear for help or assistance within fifteen (15) minutes after the general student dismissal, the teacher may leave.

13.2.2 Except for teachers assigned to morning supervision, dismissal duty, or student assistance in accordance with Section 13.2.1 the teacher day shall be six hours and forty (40) minutes in consecutive hours in length including the lunch period and shall not commence before 7:00 a.m. or end later than 3:30 p.m. As indicated herein effective the 2011-2012 school year elapsed time for teachers has increased by ten (10) minutes. Five (5) minutes through change from 182 instructional days to 180 instructional days and an addition of five (5) minutes. Specific daily schedule, recess (where grade level appropriate), passing time, conferences, instructional periods, work weeks, except as specified in Section 13.4, lunch period will be determined by the principal. This Section shall not apply to Section 13.2.5.

13.2.3 On twelve (12) school days in the school year, teachers may also be required to attend meetings which shall commence fifteen (15) minutes after the end of the school day and shall not exceed one (1) hour in length. High school teachers may also be required to attend an additional department meeting each month. The scheduling of said meetings and the purposes thereof shall be determined by the Principal or Director.

13.2.4 Teachers may be required to attend three (3) 2 hour sessions, two of which are part of the work year, and one which will be compensated at the teachers' hourly per diem rate for three (3) hours, including one (1) hour of prep time.

13.2.4.1 From time to time teachers will be required to attend IEP meetings outside of the scheduled work day. Said meetings will be limited to one hour. Teachers will be notified on the same timeline as parents. Teachers whose presence is required at an IEP meeting before or after school hours will be compensated at their usual hourly rate.

13.2.4.2 Teachers not regularly assigned to a particular school will work at their assigned tasks for at least the length of time required of teachers regularly assigned to a particular school. Such teachers when working in more than one (1) school a day will observe the teacher day requirements of the school which he/she reports to on said day.

13.2.5 Inservice days may be scheduled by the Superintendent of Schools. A minimum of one (1) inservice day will be scheduled each quarter. Reasonable notice will be given by the Superintendent. Such programs and courses will end thirty (30) minutes beyond the end of the teacher's regular day. Provisions will be made for teachers to have a lunch break.

13.3 A. The teacher year will begin no earlier than five (5) workdays before Labor Day and end no later than June 30. The total number of work days will be one hundred eighty-six (184).

B. In addition, teachers may be required, pursuant to written directive by the Superintendent, to work up to an additional three (3) days, and be compensated at their per diem rate. Teachers will be given notice of the required extension by March 30 of the school year preceding the year in which the additional work will be required. The specific dates for the (185-187) days will be decided by majority vote of each school, program, department involved in the extension. Individual teachers may be excused from participating by the Superintendent for cause.

C. The following employees, when directed by the Superintendent, may be required to work up to an additional 20 days beyond the regular school year, at their per diem rate: Guidance

Counselors, Social Workers, Psychologists, Speech and Language Pathologists, Occupational Therapists, Physical Therapists, Nurses, Curriculum and Instruction Leaders, Lead Teachers, Team Chairs and Coordinator Lead Teacher for the Educational Therapeutic Program for Young Children with Autism Spectrum Disorders. The procedure for scheduling the additional days will be as follows:

1. The Superintendent will provide notice of additional days in writing.

2. If written notice is given by May 20, the Superintendent may assign any of the personnel listed to work up to five (5) days immediately following the close of the school year and up to five (5) days immediately before the start of the next school year. The schedule for any additional days beyond those assigned for that time must be mutually agreed upon.

3. If written notice is not given by May 20 and additional days are required by the Superintendent, the schedule will be mutually agreed upon.

D. Teachers excused will be responsible to meet the objective of the extension at a time and manner determined by the Superintendent if mutual agreement cannot be reached.

E. The total number of work days will include student exams, student service days, conferences (except conferences specified in Section 13.2.4), in service, student directed study when teacher involvement is required, field trips, field days, and other activities related to the instructional needs of the School.

F. The day before Thanksgiving shall be an early release day so long as this is permitted by state regulations.

13.4 In order to meet the needs of teachers, 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.

13.5 A. Two teachers with professional teacher status, both of whom teach in the same school, may submit a proposal for "job sharing" in writing to the building principal on or before February 1 of the school year preceding the start of the school year in which the job sharing is to occur, with a copy to the Association.

B. As used herein, "job sharing" shall apply only to the sharing of all the duties of one full time existing vacant position or one full time position which is then occupied by one of the two teachers involved in the proposal. In the case of a position which is then occupied by one of the two teachers involved in the proposal, no posting requirements under this agreement shall apply. Both job sharing teachers shall be required without compensation in excess of that prorated to each job sharing teacher's part time status: to attend opening day for staff, professional development days, open houses, parent-teacher conferences, extra help sessions; to keep plan books, student records, student portfolios, student progress reports, and other required records and information; to teach together the first two full days of the student school year; and, to attend meetings, grade level team meetings, curriculum release days, IEP meetings, 504 meetings, or any other meeting required by the Principal.



C. If approved, all compensation, benefits, hours of work and other working conditions, including duty load and preparation time, granted by this Agreement shall be prorated to each job sharing teachers' percentage of fulltime employment as much as possible except that only one of the two will be eligible, for health insurance benefits. Seniority during the period of job sharing will be computed as currently determined for part-time teachers under the provision of this Agreement. Upon approval of a job sharing proposal, neither of the two (2) job sharing teachers will thereafter displace or intrude upon the position of a less senior teacher to attain fulltime status. This would not preclude a job sharing teacher from applying for full time vacancies made available by the District, to which no teacher on a recall list is entitled to be recalled.

D. The Principal may approve or deny the proposal. If the decision is a denial and the teachers wish to appeal, they may do so in writing to the Superintendent within 10 calendar days. The Superintendent's decision is final and not subject to the grievance procedure. If the Principal determines at any time that the job sharing arrangement is not working, he/she may terminate the arrangement, and this decision may be appealed to the Superintendent, whose decision shall be final, and not subject to the grievance procedure.

E. In the event that one of the job sharing teachers is absent, the other job sharing teacher will be given first option to cover the absence at his/her per diem rate.

F. In the event that the job sharing arrangement is revoked or otherwise eliminated, the two job sharing teachers will determine which one of them will fill the position which was formerly shared, if it still exists. In the absence of agreement, the Principal shall make the determination.

G. In the event of a resignation, termination, incapacity for an extended period of time, or leave of absence by one of the job sharing teachers the remaining job sharing teacher will be given the option to assume the full time position. If the remaining job sharing teacher refuses to assume the full time position, then the teacher will be placed on an unpaid leave of absence for the remainder of the school year, and the District may fill the position.

ARTICLE 14  
LUNCH PERIODS AND RECESS

14.1 Teachers shall have a duty free lunch period equivalent in length to the student lunch period in the schools to which they are assigned. Middle and high school teachers will have a twenty (20) minute lunch period. Elementary including pre-school will have a twenty-nine (29) minute lunch period.

14.2 The President of the Uxbridge Teachers' Association will not be assigned supervisory duties during her/her term of office. In the event of Co-Presidents both will be relieved of supervisory duties.

ARTICLE 15  
APPLICATION OF SALARY SCHEDULES

15.1 Upon initial employment teachers will be placed on the salary schedule at a step based on credit for previous employment as follows:

15.1.1 One (1) year of credit will be given for each year of related full time public school experience and/or comparable private school/sector employment. Credit may be given for other comparable public or public education service at the discretion of the Superintendent. Additional year(s) of credit may be

granted for military experience by the Superintendent of Schools for teachers hired on or after July 1, 1994.

15.1.2 In filling positions in which there is a critical need, the Superintendent may give credit for other related service not specified above. In such instances, the Superintendent shall notify the Association of the step placement.

15.1.3 Credit for prior employment shall be computed on the basis that employment continuing over more than ninety (90) teaching days in any one (1) academic year shall be deemed one (1) year of employment.

15.2 Salaries shall be paid in twenty-six (26) installments commencing within 15 days after the start of the work year, provided that upon the request in writing of any teacher delivered to the Superintendent on or before May 1, the installments payable on the first payday after July 1 and all remaining installments shall be paid in a single installment on the first payday following July 1. Once established, the day of the week that checks are issued will not be changed without 60 days notice. Unit Members will be paid via the payroll distribution method consistent with all School Department Employees with exceptions provided by State and Federal Law. Such distribution methods may include direct deposit, payroll checks or other payroll distribution methods utilized by the School District. It is the intent of the parties that the sole method of payroll distribution be direct deposit.

15.3 Teachers not at the maximum step on the salary schedule applicable to them will normally advance in annual increments for each year of full time employment, more than (90) school days of full time employment in an academic year being considered employment for each year.

15.4.2 The School Committee will authorize payment of the cost of courses that the Superintendent requests a teacher to take. Such request will not constitute a directive and are not intended to increase present contractual requirements.

15.5 Any teacher who anticipates receiving graduate credits which entitle him/her to advance to a salary based upon another salary schedule, must give notice to the Superintendent by no later than January 1 for moves effective in the next school year. Movement on the salary schedule to another salary schedule will only occur effective on the first day of the work year. After completion of the course, and prior to the commencement of the school year, the teacher will present proof of such graduate credits, provided that said teacher shall have applied in writing for the benefit of credit by January 1, and the said graduate credits have been approved in advance by the Superintendent. Courses completed by the start of the school year with proof of completion by October 15<sup>th</sup> will be accepted for retroactive movement on a new schedule.

## ARTICLE 16 SALARY SCHEDULES

16.1 The salary schedules following shall apply to the teachers covered by this Agreement as identified on each schedule. Each teacher shall be paid at the rate provided by the step of the salary schedule which appropriately reflects years of teaching service in the Uxbridge Public Schools, subject to the provisions of the application of Salary Schedules above. For each day of absence not authorized pursuant to or under any provisions of this Agreement, the salary of absent teachers shall be reduced by the per diem rate of the annual salary payable to such teacher under the applicable schedule.

16.2 Any teacher who is hired for less than a full teaching assignment or is reduced to less than a full teaching assignment will receive salary, duties, and other benefits of the Agreement on a prorated basis for the time actually worked.

16.3 Salary Schedules are found at Appendix A.

16.4 Longevity Payment. Teachers who have completed 25 years of service to the Uxbridge Public Schools will receive a longevity stipend of \$1,000, to be added to salary and paid throughout the year.

16.5 Teachers who were on Steps 1 through 5 on July 1, 2005, or hired after July 1, 2005 at step 10 or less, will be ineligible to progress beyond step 10 on the Bachelors and B+15 columns.

## ARTICLE 17 REDUCTION IN FORCE

17.1 The Superintendent retains the right to reduce the number of teachers on its staff. In determining the order in which the staff shall be laid off within the separate groups of tenured and non-tenured staff the Superintendent shall consider the following factors in laying off staff within a discipline:

17.1.1 Seniority within a discipline.

17.1.2 Seniority shall apply in effecting such layoff except when a teacher is determined to be better qualified after considering competency, proven performance and demonstrated educational needs of the system.

17.1.3 If a teacher has received two (2) unfavorable Principal's final evaluation reports in separate years within the last five (5) year period including the year of the notice of layoff, then that teacher may be laid off instead of the most junior within the discipline.

17.1.4 If a teacher has more than one (1) Principal then the Principal with whom the teacher spends the most time will be responsible for the evaluation report but said principal will receive input from the other principals.

17.2 For purposes of the Article "discipline" shall be categorized as follows:

17.2.1 Elementary Grades Pre-K-6.

17.2.2 Secondary: The areas of Licensure set forth in 603 CMR 7.04(3).

17.3 A teacher with Professional Teacher Status shall not be laid off if there is a teacher without Professional Teacher Status whose position the teacher with Professional Teacher Status is certified to fill.

17.4 Seniority means a teacher's length of continuous uninterrupted service in years, months, and days commencing with the first day of work, not hiring, as a full-time teacher on a paid basis in the Uxbridge Public Schools. Teachers working less than full time, in either by request or job shared positions, will be credited with the proportionate seniority commensurate with their positions. Teachers whose regularly assigned position is less than full time will accrue seniority at the rate of one (1) year for each year served.

Any leave of absence defined in the present contract shall be construed to be non-active service and will not be included in determining the total length of service. However, such leaves will not be construed to break active service and seniority will mean the total number of years, months, and days preceding the leave, added to the total number of years, months, and days after resuming active duty after the leave of absence.

17.5 Employees laid off under normal circumstances shall be notified in writing no later than June 15, of the school year preceding the school year in which the reduction is to be effected.

17.6 Employees laid off under this Article shall be considered for recall in the inverse order of their lay-off within their discipline during a period of two (2) years from the effective date of their lay-off if they so indicate in writing to the Superintendent.

17.7 A secondary teacher laid off and on recall will be given preference for an open position within another discipline provided that the teacher is certified in that discipline and has taught said subject within the past five (5) years. Said employee shall be required to take one (1) three-credit course in the subject areas in which they will be teaching within the first calendar year of their assignment to their subject area.

17.8 Employees laid off under this Article shall be given priority on the substitute list during said recall period if they so indicate in writing.

17.9 Employees serving a recall period shall be notified through the Association President concerning any open positions in the system for which they may be qualified to fill. Failure to accept an offer of employment for any such position shall terminate this requirement.

17.9.1 Employees rehired after lay-off under this paragraph shall be credited with such salary and fringe benefits as they were entitled to at the effective date of their layoff.

17.9.2 A list specifying the date of employment of each member of the bargaining unit shall be prepared by the Superintendent and forwarded to the President of the Association within ninety (90) days following the execution of this Agreement. An update "seniority list" shall be supplied by the Committee annually thereafter.

#### ARTICLE 18 RETIREMENT PAY

18.1 A teacher who upon retirement from the Uxbridge Public Schools after a minimum of twenty (20) years of service who has accumulated 95% of the maximum number of sick days allowed will be entitled to a one-time payment of \$750 payable after July 1.

18.2 Notification of intent to retire at the end of the school year for 18.1 and 18.2 must be submitted in writing to the Superintendent by February 1.

#### 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 teachers for the payment of dues to the Uxbridge Teachers Association-Massachusetts Teachers Association or the National Education Association, or any one of such

Associations, as the teachers 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. Teacher authorizations will be in writing on the standard payroll deduction authorization form provided by the Massachusetts Association.

19.2 All teachers not selecting to become members of the UTA, hired after July 1, 1999, will be required to pay an Agency Fee in accordance with Chapter 150B, Section 12 of the Massachusetts General Laws.

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 19.1

The School Committee shall not be responsible for the implementation, collection, or enforcement of the agency fee, except that it will supply any required documentation to establish that a person is a member of the bargaining unit subject to the fee.

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.

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.

19.3 It is specifically understood and agreed that the Town of Uxbridge, the Uxbridge School Committee, its Officers and Agents shall be saved harmless for such deductions under Section 19.1 and 19.2 above. For the purpose of this Article, the term "harmless" is defined as: "any monies, once transmitted by the Town of Uxbridge, the Uxbridge School Committee and its officers and Agents to the Association; the Town of Uxbridge, the Uxbridge School Committee and its Officers and Agents, are no longer responsible for same."

## ARTICLE 20 INSURANCE

20.1 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.

20.2 Health Insurance Premium contributions for active employees hired before July 1, 2008:

Year 1 (2008-2009)	22.5% Employee Contribution / 77.5% Employer Contribution
Year 2 (2009-2010)	25% Employee Contribution / 75% Employer Contribution
Year 3 (2010-2011)	25% Employee Contribution / 75% Employer Contribution

All Employees hired on July 1, 2008 and after, will contribute 30% to their health insurance premium and the School Committee will contribute 70%.

20.3 A teacher may contract with the Committee for the purchase of an annuity pursuant to Massachusetts General Laws, Chapter 71, Section 37B as part of his or her employment compensation.

20.4 The School Committee, subject to approval of the Town of Uxbridge, will provide employees the option of using pretax dollars to pay for the employee share of health and life insurance subject to the provisions of Chapter 697 of the Acts of 1987. Depending on employee interest, an optional Disability Insurance fully paid by the employee may be considered.

20.5 Employees may utilize a payroll deduction to purchase an insurance product from the Massachusetts Teachers' Association, to the extent permitted by law.

## ARTICLE 21 TEACHER ASSIGNMENTS AND TRANSFERS

21.1 All teachers will be notified of their programs for the coming school year, including the schools to which they will be assigned, the grades and/or subjects that they will teach, and any special or unusual classes that they will have, as soon as practicable, and under normal circumstances not later than July 15, provided that in the event of a change in circumstances during the months of June, July, and August such programs may be changed as required to meet the situation. Notice of such changes will be in writing.

21.2 Teachers shall be assigned on the basis of statute, Department of Education regulations, or the regulations of another authority which has jurisdiction.

21.3 Teachers who desire a change in grade or subject assignment or a transfer to another building shall file a written statement of such desire with the Superintendent. The statement shall include the grade or subject to which the teacher desires to be assigned and the school (in order of preference if more than one) to which he/she desires to be transferred. Statements will be acknowledged in writing, as soon as feasible, and under normal circumstances not later than July 15. The Superintendent will notify each teacher who has filed a statement of the action taken thereon. All such requests must be renewed each year.

21.4 In making changes in grade or subject assignment and in transferring teachers from one building to another, the wishes of the individual teacher will be honored to the extent that these are compatible with his/her qualifications, the instructional requirements of the new assignment and the recommendations of the supervisor or supervisors involved and do not conflict with the best interest of the schools and the public. A list of open positions in the schools for the school year next following will be made available to all teachers as they occur. During the summer recess notices of open positions will be sent electronically to each teacher's Uxbridge Public School email account.

21.5 When involuntary assignments or transfers are necessary, a teacher's area of competence, major and/or minor field of study, quality of teaching performance and length of service in Uxbridge Public Schools, together with instructional requirements and other factors affecting the best interest of the schools will be considered in determining which teacher is to be reassigned or transferred. An involuntary transfer will be made only after a meeting between the teacher involved and the Superintendent or his/her designee, at which time the teacher will be notified of the reasons for the transfer.

21.6 The District will post stipend positions and athletic positions annually, and will provide copies of postings and appointments to the UTA. The District will award the position to the best qualified

applicant, as determined by the District. If there are internal and external candidates who are equally qualified, preference will be given to the internal applicant.

## ARTICLE 22 EVALUATIONS

All evaluations will be done in adherence to the evaluation program as outlined in the Evaluation Manual created in 2008 (see Appendix C). A copy will be given to each teacher.

## ARTICLE 23 PERSONNEL FILES

23.1 A teacher may, upon request submitted to the Superintendent one (1) day in advance, review and copy the contents of his/her personnel files and may have a representative of the Association accompany him/her. The file shall not be removed from the office in which said file is customarily maintained.

23.2 No material, originating after original hiring, which is derogatory of a teacher's conduct, service, character or personality will be placed in his/her personnel file unless the teacher has had the opportunity to review the material. Such material will be provided to the teacher for review. Said copy may be obtained in person or mail. In every case the teacher shall acknowledge such opportunity to review the material by placing his/her signature or initial the material. If the teacher does not acknowledge the opportunity to review and/or submit a written answer on or before fifteen (15) calendar days after receipt, a copy of the material will be placed in the personnel file. The teacher will also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent and attached to the file copy.

23.3 Any complaints regarding a teacher made to any member of the Committee, the Superintendent or the teacher's supervisor by any parent, student or other person, if seriously considered by said member, Superintendent or Supervisor shall be promptly called to the attention of said teacher.

## ARTICLE 24 PROMOTIONS

24.1 For the purposes of this Article, a "promotional position" is defined as any bargaining unit position with respect to which the District may determine the qualifications, and which pays a salary differential, or is an administrative or supervisory position.

24.2 Whenever any vacancy in a promotional position occurs, notice thereof shall be provided by written bulletin to all teachers as said vacancies occur or as they are anticipated. During the summer recess such bulletins will be sent electronically to each teacher's Uxbridge Public School email account.

24.3 Bulletins shall include a statement of minimum qualifications, salary range, and the date by which a candidate must apply, and a job description of the position. In the event of a change in the job description of the position after the issuance of the bulletin, the Superintendent shall notify the Association in writing of the change by providing the President of the Association with a copy of the job description as changed.

24.4 The Superintendent shall fill vacancies on the basis of experience, competency, qualifications of the applicant, length of service, and any other relevant criteria and may seek applicants to fill the same in

any manner and from any source it deems appropriate. When, in the opinion of the Superintendent, all other factors above are substantially equal, preference in appointment will be given to qualified teachers already employed by the Superintendent. Each teacher applicant not selected will receive a written notification of the action taken by the Superintendent. Whenever reasonably practicable, appointments to promotional positions will be made not later than sixty (60) days after the notice is posted. The judgment of the Superintendent with respect to such appointment shall be final.

ARTICLE 25  
TEACHER WORKLOAD AND RELEASE PERIODS

25.1 Teachers will have preparation time as follows:

Elementary School K-4

Two hundred forty (240) minutes/five (5) day week, with at least one (1) preparation period per day.

NOTE: Prep time will be assigned in blocks of not less than thirty (30) consecutive minutes.

One (1) paid portfolio assessment day will be scheduled by the school administration and provided for teachers who are required to keep portfolios.

School budget will allow for additional non-professional staff support to relieve teachers as much as possible from lunch/recess duty and noontime detention, and the time provided to teachers in this way will be used for cooperative planning activities.

Middle School

Grade 5	One (1) common prep and five (5) individual preps/week
Grade 6	One (1) common prep and five (5) individual preps/week
Grade 7	Two (2) common preps and five (5) individual preps/week
Grade 8	Two (2) common preps and five (5) individual preps/week

School-wide staff (E.g., Art, Physical Education, Music, Foreign Language, Life Skills, Computer, Technology, etc.)	One (1) common prep and five (5) individual preps/week with at least one (1) preparation period per day. Periods are forty-two (42) minutes.
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Additional time above minimum prep-time may be used as assigned coverage.

High School

Three hundred (300) minutes/five (5) day week. Additional time above minimum prep-time may be used as assigned coverage.

At least one (1) prep per day of forty-five (45) minutes.



Preparation time is provided so that teachers may fulfill the responsibilities of his/her position as a teacher in the Uxbridge Public Schools. This time allows for tasks such as short and long term lesson planning, research, correction and feedback activities, consultation with other professionals and parents on issues related to assigned students. Lesson planning may involve cooperative planning with other teachers, professionals, guest speakers, and consultants. Preparation time may not be used for personal business without the permission of the Principal.

25.2 The Athletic Director shall be given one (1) period daily to perform such functions or the financial equivalent thereof in the event that the person holding the position is not a regular full-time staff member.

25.3 The number of preparation periods for specialists will be based upon the school to which they are assigned.

Full time Pre-School teachers will have two (2) afternoons or mornings a week for preparation.

25.4 Whenever possible, substitutes will be provided when regularly assigned teachers are absent. Teachers will make every effort to inform the principals of the respective schools at the earliest possible time when they will be absent.

25.5 Non-instructional duties will be assigned equitably on a rotating basis but no guidance personnel, librarians, resource teachers, teaching vice principal, or dean of students need be assigned any such duties.

25.5.1 Non-instructional duties will not be assigned to teachers who travel between buildings as part of their assignment, on the day(s) of travel. Traveling teachers will have designated parking near the entrance of the school(s) to which they travel during the school day.

25.6 The District shall grant up to a total of five (5) days for UTA representatives to attend to UTA business such as MTA and/or NEA conventions, conferences or trainings, provided the UTA shall pay the cost of substitute teachers.

#### ARTICLE 26 JUST CAUSE

No teacher will be issued a written reprimand, suspended, dismissed, or reduced in rank without just cause, but nothing herein shall be deemed to limit the right of the Superintendent to dismiss, to refuse to renew the contract of, or not to reappoint a teacher without professional status.

#### ARTICLE 27 TUITION-FREE ENROLLMENT

The children of unit members' households will be admitted under School Choice if allowed by State Regulations, and to the extent the Committee continues to offer school choice.

#### ARTICLE 28 PRESCHOOL/DAY CARE PRIORITY

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

ARTICLE 29  
MILEAGE REIMBURSEMENT

Bargaining unit members will be reimbursed at the IRS rate per mile for all required outside of district travel authorized in advance as per School Committee Policy.

ARTICLE 30  
SCHOOL COUNCILS

School Councils will be established pursuant to Section 53 of the Education Reform Act of 1993. School Councils will have no authority over matters which are subject to Chapter 150E of the M.G.L.

ARTICLE 31  
TEAM LANGUAGE

The Uxbridge School Committee is committed to shared decision-making through team management. There will be a standing Professional Development team. Other ad hoc teams may be established by the Superintendent of Schools. The composition of all district teams is at the discretion of the Superintendent.

Unit A members serving on teams which are comprised of only staff members will be compensated \$350 each year that they serve on such teams. The stipend is payable to unit members who have attended at least 80% of all meetings.

Curriculum Teams comprised of teachers who wish some specific community input may add ad hoc members without foregoing their stipends.

ARTICLE 32  
HEALTH AND SAFETY

32.1 The School Committee and the Association believe that a safe and healthy work environment is essential to the well being of the members.

32.2 A district wide Health and Safety Committee will be established. The membership will include, but not be limited to representatives from the school nurses, the UTA, custodians, principals and the Plant Manager. The purpose of the Committee is to monitor health and safety issues in the buildings and bring issues needing remediation to the Superintendent.

32.3 An incident reporting system will be implemented which will provide notification to the Superintendent of health and safety issues in the district.

ARTICLE 33  
INCLUSION

33.1 The Association and the District recognize that the District is responsible for providing eligible children with disabilities with a free appropriate public education in the least restrictive environment. Notwithstanding any provision of this agreement, the District may take such actions as are necessary, in its judgment to meet its obligations under state or federal special education laws.

33.2 The Administration will provide regular education teachers with information regarding special education students near the start of the school year, and when special education students are added to the

teacher's class. Regular education teachers shall have access to pertinent portions of the IEPs of special education students in their classes, and shall be responsible for abiding by the terms of those IEPs.

33.3 The Administration will provide regular education teachers with support in the form of collaboration, consultation, cooperative teaching, and/or training in order to enable teachers to meet their obligations to special education students.

33.4 Principals may require teacher(s) to attend transition meetings prior to the opening of school to achieve a smoother opening of the school year for both students and staff. Teachers will be compensated at 80% of their per diem rate for a minimum of one-half (1/2) day.

ARTICLE 34  
DURATION OF AGREEMENT

This Agreement will be effective on the date of July 1, 2011 until June 30, 2014

Should neither party to this Agreement send a notice of termination this Agreement will be considered to have been automatically renewed for another year.

Should either party to this Agreement wish to inaugurate collective bargaining discussions over changes they may wish to introduce into this Agreement it is agreed that notice of the substance of the changes and the language with which such desired changes are to be expressed, shall be mailed to the authorized parties signatory to the Agreement prior to the thirty (30) days before termination date of the Agreement. The parties receiving such notice of desired changes shall forthwith seek establishment of a meeting for purposes of discussion and amicable accommodation for the desired changes. Nothing in this Article shall preclude the Association or the Employer from modifying any previous proposals during the course of the negotiations.

This Agreement entered into on 6<sup>th</sup> of September, 2011.

FOR THE UXBRIDGE SCHOOL COMMITTEE  
COMMITTEE

FOR THE UXBRIDGE TEACHERS  
ASSOCIATION

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**Appendix A – Salary Schedules**

**2011-2012 – All teachers employed during the 2010-2011 school year and who remain employed for the 2011-2012 school year will receive a one-time payment of two thousand sixty dollars (\$2060.00), pro-rated by full time equivalent (FTE), payable on the first pay period of the school year. All teachers will advance their steps. A one-time payment will be in lieu of step payment on the salary schedule. For example, a teacher on step 5 during the 2010-2011 school year will move to step 6 on the first day of the 2011-2012 school year and receive a one-time payment of \$2060.00, pro-rated by FTE in lieu of the step on the salary schedule. Said teacher will move to step 7 on the first day of the 2012-2013 school year and receive the step and negotiated cola.**

**Step 26 is replaced with Step 25.**

**2012-2013 – 2% cola**

**2013-2014 – 2% cola**

**FY12 - 2011-2012 School Year**

<b>Step</b>	<b>B</b>	<b>B+15</b>	<b>M</b>	<b>M+15</b>	<b>M+30</b>	<b>M+45</b>	<b>M+60</b>	<b>CAGS/DOC</b>
1	\$42,265	\$42,898	\$45,043	\$45,719	\$46,404	\$47,101	\$47,618	\$48,571
2	\$42,265	\$42,898	\$45,043	\$45,719	\$46,404	\$47,101	\$47,618	\$48,571
3	\$43,743	\$44,400	\$46,755	\$47,456	\$48,168	\$48,890	\$49,428	\$50,417
4	\$45,274	\$45,953	\$48,531	\$49,260	\$49,999	\$50,748	\$51,306	\$52,332
5	\$46,859	\$47,561	\$50,376	\$51,131	\$51,898	\$52,677	\$53,256	\$54,321
6	\$48,499	\$49,227	\$52,290	\$53,074	\$53,870	\$54,678	\$55,280	\$56,385
7	\$50,196	\$50,949	\$54,277	\$55,091	\$55,918	\$56,756	\$57,380	\$58,528
8	\$51,953	\$52,733	\$56,339	\$57,185	\$58,042	\$58,912	\$59,561	\$60,752
9	\$53,772	\$54,579	\$58,481	\$59,357	\$60,248	\$61,151	\$61,824	\$63,060
10	\$55,654	\$56,489	\$60,702	\$61,613	\$62,537	\$63,475	\$64,173	\$65,457
11	\$57,602	\$58,466	\$63,009	\$63,954	\$64,914	\$65,887	\$66,612	\$67,944
12	\$63,430	\$65,108	\$65,404	\$66,385	\$67,381	\$68,391	\$69,143	\$70,526
13	\$65,346	\$67,074	\$68,347	\$68,908	\$69,940	\$70,990	\$71,770	\$73,700
14	\$65,346	\$67,074	\$68,347	\$68,908	\$69,940	\$70,990	\$71,770	\$73,700
15	\$65,346	\$67,074	\$68,347	\$68,908	\$69,940	\$70,990	\$71,770	\$73,700
16	\$65,346	\$67,074	\$68,347	\$68,908	\$69,940	\$70,990	\$71,770	\$73,700
17	\$66,652	\$68,417	\$71,422	\$72,008	\$73,088	\$74,184	\$75,001	\$77,017
18	\$66,652	\$68,417	\$71,422	\$72,008	\$73,088	\$74,184	\$75,001	\$77,017
19	\$66,652	\$68,417	\$71,422	\$72,008	\$73,088	\$74,184	\$75,001	\$77,017
20	\$66,652	\$68,417	\$71,422	\$72,008	\$73,088	\$74,184	\$75,001	\$77,017
21	\$66,652	\$68,417	\$71,422	\$72,008	\$73,088	\$74,184	\$75,001	\$77,017
22	\$69,999	\$71,852	\$74,636	\$75,249	\$76,377	\$77,522	\$78,376	\$80,482
23	\$69,999	\$71,852	\$74,636	\$75,249	\$76,377	\$77,522	\$78,376	\$80,482
24	\$69,999	\$71,852	\$74,636	\$75,249	\$76,377	\$77,522	\$78,376	\$80,482
25	\$69,999	\$71,852	\$74,636	\$75,249	\$76,377	\$77,522	\$78,376	\$80,482
26	\$69,999	\$71,852	\$74,636	\$75,249	\$76,377	\$77,522	\$78,376	\$80,482
27	\$72,448	\$74,726	\$77,994	\$78,634	\$79,814	\$81,012	\$81,903	\$84,103

**Note:** A one-time, lump sum payment of \$2,060 will be paid to all Unit Members with a hire date on or before June 30, 2011 in addition to their applicable salary listed in the 2011-2012 salary schedule above.

**Appendix A – Salary Schedules (continued)**

**FY13 - 2012-2013 School Year**

<u>Step</u>	<u>B</u>	<u>B+15</u>	<u>M</u>	<u>M+15</u>	<u>M+30</u>	<u>M+45</u>	<u>M+60</u>	<u>CAGS/DOC</u>
1	\$43,110	\$43,756	\$45,944	\$46,633	\$47,332	\$48,043	\$48,570	\$49,542
2	\$44,618	\$45,288	\$47,690	\$48,405	\$49,131	\$49,868	\$50,417	\$51,425
3	\$46,179	\$46,872	\$49,502	\$50,245	\$50,999	\$51,763	\$52,332	\$53,379
4	\$47,796	\$48,512	\$51,384	\$52,154	\$52,936	\$53,731	\$54,321	\$55,407
5	\$49,469	\$50,212	\$53,336	\$54,135	\$54,947	\$55,772	\$56,386	\$57,513
6	\$51,200	\$51,968	\$55,363	\$56,193	\$57,036	\$57,891	\$58,528	\$59,699
7	\$52,992	\$53,788	\$57,466	\$58,329	\$59,203	\$60,090	\$60,752	\$61,967
8	\$54,847	\$55,671	\$59,651	\$60,544	\$61,453	\$62,374	\$63,060	\$64,321
9	\$56,767	\$57,619	\$61,916	\$62,845	\$63,788	\$64,745	\$65,456	\$66,766
10	\$58,754	\$59,635	\$64,269	\$65,233	\$66,212	\$67,205	\$67,944	\$69,303
11	\$64,699	\$66,410	\$66,712	\$67,713	\$68,729	\$69,759	\$70,526	\$71,937
12	\$66,653	\$68,415	\$69,714	\$70,286	\$71,339	\$72,410	\$73,205	\$75,174
16	\$67,985	\$69,785	\$72,850	\$73,448	\$74,550	\$75,668	\$76,501	\$78,557
21	\$71,399	\$73,289	\$76,129	\$76,754	\$77,905	\$79,072	\$79,944	\$82,092
25	\$73,897	\$76,221	\$79,554	\$80,207	\$81,410	\$82,632	\$83,541	\$85,785

**FY14 - 2013-2014 School Year**

<u>Step</u>	<u>B</u>	<u>B+15</u>	<u>M</u>	<u>M+15</u>	<u>M+30</u>	<u>M+45</u>	<u>M+60</u>	<u>CAGS/DOC</u>
1	\$43,973	\$44,631	\$46,863	\$47,566	\$48,279	\$49,004	\$49,542	\$50,533
2	\$45,510	\$46,194	\$48,644	\$49,373	\$50,114	\$50,865	\$51,425	\$52,454
3	\$47,103	\$47,810	\$50,492	\$51,250	\$52,019	\$52,798	\$53,379	\$54,446
4	\$48,752	\$49,482	\$52,411	\$53,197	\$53,995	\$54,805	\$55,408	\$56,516
5	\$50,458	\$51,216	\$54,403	\$55,218	\$56,046	\$56,887	\$57,513	\$58,663
6	\$52,224	\$53,007	\$56,470	\$57,317	\$58,177	\$59,049	\$59,698	\$60,893
7	\$54,052	\$54,863	\$58,615	\$59,495	\$60,387	\$61,292	\$61,967	\$63,206
8	\$55,944	\$56,784	\$60,844	\$61,755	\$62,682	\$63,622	\$64,322	\$65,608
9	\$57,902	\$58,771	\$63,154	\$64,102	\$65,063	\$66,039	\$66,766	\$68,101
10	\$59,929	\$60,828	\$65,555	\$66,538	\$67,537	\$68,549	\$69,303	\$70,689
11	\$65,993	\$67,738	\$68,046	\$69,067	\$70,103	\$71,154	\$71,936	\$73,375
12	\$67,986	\$69,784	\$71,108	\$71,692	\$72,766	\$73,858	\$74,670	\$76,677
16	\$69,345	\$71,181	\$74,307	\$74,917	\$76,041	\$77,181	\$78,031	\$80,128
21	\$72,827	\$74,755	\$77,651	\$78,289	\$79,463	\$80,654	\$81,542	\$83,733
25	\$75,375	\$77,745	\$81,145	\$81,811	\$83,038	\$84,285	\$85,212	\$87,501

**Appendix B**  
**Stipend Schedule**

(Revision 10/6/11 : Replaces 9/6/11)

All Stipends will be frozen for the duration of this Agreement.

<b><u>Position</u></b>	<b><u>Step 1</u></b>	<b><u>Step 2</u></b>	<b><u>Step 3</u></b>	<b><u>Step 4</u></b>	<b><u>Step 5</u></b>
<b><u>Athletic Director</u></b>	\$ 6,064	\$ 6,307	\$ 6,552	\$ 6,756	\$ 7,040
<b><u>Football</u></b>					
Varsity Coach	\$ 3,902	\$ 4,147	\$ 4,388	\$ 4,629	\$ 4,878
Asst. Coach (4)	\$ 2,575	\$ 2,697	\$ 2,818	\$ 2,912	\$ 3,066
<b><u>Basketball</u></b>					
Varsity	\$ 3,624	\$ 3,868	\$ 4,112	\$ 4,349	\$ 4,604
Jr. Varsity	\$ 2,575	\$ 2,697	\$ 2,818	\$ 2,912	\$ 3,066
Whitin MS	\$ 1,891	\$ 2,013	\$ 2,134	\$ 2,257	\$ 2,376
<b><u>Baseball</u></b>					
Varsity	\$ 2,873	\$ 3,238	\$ 3,515	\$ 3,760	\$ 4,000
Jr. Varsity	\$ 1,891	\$ 2,013	\$ 2,134	\$ 2,257	\$ 2,376
<b><u>Field Hockey</u></b>					
Varsity	\$ 2,873	\$ 3,238	\$ 3,515	\$ 3,760	\$ 4,000
Jr. Varsity	\$ 1,891	\$ 2,013	\$ 2,134	\$ 2,257	\$ 2,376
Whitin MS	\$ 1,891	\$ 2,013	\$ 2,134	\$ 2,257	\$ 2,376
<b><u>Softball</u></b>					
Varsity	\$ 2,873	\$ 3,238	\$ 3,515	\$ 3,760	\$ 4,000
Jr. Varsity	\$ 1,891	\$ 2,013	\$ 2,134	\$ 2,257	\$ 2,376
<b><u>Tennis</u></b>	\$ 2,066	\$ 2,271	\$ 2,477	\$ 2,686	\$ 2,890
<b><u>Cross Country</u></b>					
Coach - UHS	\$ 2,066	\$ 2,271	\$ 2,477	\$ 2,686	\$ 2,890
Coach - Whitin	\$ 1,891	\$ 2,013	\$ 2,134	\$ 2,257	\$ 2,376
Asst. Coach - Whitin	\$ 1,550	\$ 1,705	\$ 1,858	\$ 2,013	\$ 2,166
<b><u>Track</u></b>					
Coach - UHS	\$ 2,873	\$ 3,238	\$ 3,515	\$ 3,760	\$ 4,000
Asst. Coach - UHS	\$ 1,891	\$ 2,013	\$ 2,134	\$ 2,257	\$ 2,376
<b><u>Cheering</u></b>					
Fall	\$ 2,066	\$ 2,271	\$ 2,477	\$ 2,686	\$ 2,890
Winter	\$ 2,066	\$ 2,271	\$ 2,477	\$ 2,686	\$ 2,890
Jr. Varsity	\$ 688	\$ 758	\$ 844	\$ 895	\$ 966
<b><u>Soccer</u></b>					
Varsity	\$ 2,873	\$ 3,238	\$ 3,515	\$ 3,760	\$ 4,000
Jr. Varsity	\$ 1,891	\$ 2,013	\$ 2,134	\$ 2,257	\$ 2,376
Whitin MS	\$ 1,891	\$ 2,013	\$ 2,134	\$ 2,257	\$ 2,376
<b><u>Golf</u></b>	\$ 2,066	\$ 2,271	\$ 2,477	\$ 2,686	\$ 2,890
<b><u>Athletic Trainer</u></b>	\$ 1,697	\$ 1,730	\$ 1,765	\$ 1,800	\$ 1,836

**Appendix B (continued)**  
**Stipend Schedule**

(Revision 10/6/11 : Replaces 9/6/11)

**All Stipends will be frozen for the duration of this Agreement.**

<b><u>POSITION</u></b>	<b><u>STEP 1</u></b>	<b><u>STEP 2</u></b>	<b><u>STEP 3</u></b>
Band Director 5-8	\$ 774	\$ 782	\$ 789
Beginning Teacher Institute	\$ 3,920	\$ 3,958	\$ 3,997
Chorus Director 1-4	\$ 774	\$ 782	\$ 789
Chorus Director 5-8	\$ 774	\$ 782	\$ 789
Class Advisor 7	\$ 632	\$ 638	\$ 645
Class Advisor 8	\$ 632	\$ 638	\$ 645
Class Advisor 9	\$ 632	\$ 638	\$ 645
Class Advisor 10	\$ 949	\$ 958	\$ 967
Class Advisor 11	\$ 1,682	\$ 1,699	\$ 1,715
Class Advisor 12	\$ 2,107	\$ 2,128	\$ 2,149
Color Guard	\$ 958	\$ 968	\$ 977
Computer Advisor K-4	\$ 2,107	\$ 2,128	\$ 2,149
Curriculum & Instruction Leaders	\$ 3,098	\$ 3,129	\$ 3,159
Dean of Students	\$ 7,820	\$ 7,897	\$ 7,974
Destination Imagination 1-4	\$ 774	\$ 782	\$ 789
Destination Imagination 5-8	\$ 774	\$ 782	\$ 789
Destination Imagination 9-12	\$ 774	\$ 782	\$ 789
Drama Coach 5-8	\$ 774	\$ 782	\$ 789
Drama Coach 9-12	\$ 1,913	\$ 1,931	\$ 1,950
Geography Club 1-4	\$ 774	\$ 782	\$ 789
Geography Club 5-8	\$ 774	\$ 782	\$ 789
Lead Nurse	\$ 3,098	\$ 3,129	\$ 3,159
Lead/Head Teacher	\$ 5,883	\$ 5,941	\$ 5,998
Math Olympiad 5-8	\$ 774	\$ 782	\$ 789
Mentoring - Year 1	\$ 1,731	\$ 1,747	\$ 1,764
Mentoring - Year 2	\$ 1,153	\$ 1,165	\$ 1,176
Mentoring - Year 3	\$ 577	\$ 583	\$ 589
Model UN 9-12	\$ 774	\$ 782	\$ 789
Music Director 9-12	\$ 5,254	\$ 5,306	\$ 5,357
National Board Certification	\$ 1,731	\$ 1,747	\$ 1,764
National Honor Society	\$ 774	\$ 782	\$ 789
On Call Nurses	\$ 5,768	\$ 5,824	\$ 5,881

Robotics 5-8	\$ 774	\$ 782	\$ 789
Robotics 9-12	\$ 774	\$ 782	\$ 789
SADD	\$ 774	\$ 782	\$ 789
School Newspaper 5-8	\$ 840	\$ 848	\$ 856
School Newspaper 9-12	\$ 1,622	\$ 1,638	\$ 1,654
Student Council 5-8	\$ 774	\$ 782	\$ 789
Student Council 9-12	\$ 4,648	\$ 4,693	\$ 4,739
Teaching Vice-Principal	\$ 8,328	\$ 8,410	\$ 8,492
Team Chair Kindergarten	\$ 1,615	\$ 1,631	\$ 1,647
Team Chair Pre-K	\$ 1,615	\$ 1,631	\$ 1,647
Yearbook 5-8	\$ 840	\$ 848	\$ 856
Yearbook 9-12	\$ 1,622	\$ 1,638	\$ 1,654
Intramural Director 5-8	\$ 2,346	\$ 2,369	\$ 2,392
Intramural Coaches 5-12 (Hourly)	\$ 18	\$ 18	\$ 19
Tutors (Hourly)	\$ 25	\$ 26	\$ 27
<b>DIAGNOSTIC TESTING</b>			
OT/PT, Speech Therapists	\$ 1,731	\$ 1,747	\$ 1,764
Reading Specialists/ <b>SPED Teacher</b>	\$ 865	\$ 873	\$ 882

The parties agree that two joint committees will be established for the duration of this contract period. There will be a committee formed to review and make recommendations to the negotiating team relative to stipends in the contract. A second committee will be established to negotiate changes to the Teacher Evaluation Instrument and Procedures required by newly promulgated regulations. This Committee will report its recommendations to the negotiating team for ratification and implementation by September, 2012.

**(Revision 10/6/11 : Replaces 9/6/11)**



**Appendix C**  
**Evaluation**

Uxbridge Public Schools  
Personnel Evaluation Program

<p>PHASE I</p> <p>EVALUATION YEAR</p>	<p>PHASE 2</p> <p>EXPLORATION YEAR</p>
<p>PHASE 4</p> <p>COLLABORATION YEAR</p>	<p>PHASE 3</p> <p>EVALUATION/ REFLECTION YEAR</p>

# THE FOUR QUADRANTS

<p>Phases</p>	<p>This term refers to the four quadrants of this evaluation system. Employees with professional status will move through these phases in sequence. However, at the request of the primary evaluator, and with the approval of the Superintendent, employees may repeat a phase or move out of sequence.</p>
<p>The Evaluation Year</p>	<p>The initial phase in the 4-year cycle that is characterized by observation(s) leading to a summative evaluation. This phase provides an opportunity for the professional to engage in thoughtful dialogue and written feedback thus allowing for individual growth.</p>
<p>The Exploration Year</p>	<p>This phase is characterized by high quality professional development. This may include, but is not limited to, college or university courses, workshops, presentations, publications, action research, or observation within or outside the district.</p>
<p>The Evaluation/Reflection Year</p>	<p>This phase is characterized by the use of a self-reflection tool to reflect on teaching and learning. The professionals will rate themselves in the areas of management, instruction, assessment, and professional development. The self-assessment tool might be used to plan for the next four year cycle. This phase will also include at least one classroom observation/evaluation report.</p>
<p>The Collaboration Year</p>	<p>This phase is characterized by opportunities for individual professional development within the context of working with a colleague or group of colleagues. The purpose of this phase is to increase communication, collaboration, sharing, and collegiality among staff.</p>

# PHASE 1 TERMS

<p><b>Evaluator</b></p>	<p>Each professional covered under the Unit A contract will be assigned a primary evaluator who is a certified administrator. This Administrator/Director and/or employee may request that another evaluator be part of the evaluation process. All employees assigned to more than one building will be assigned one primary evaluator.</p>
<p><b>Evaluating Employees With Professional Status</b></p>	<p>At least one observation should take place for Teachers with Professional Status. The observation is preceded by a Pre-Observation meeting and followed up by a Post-Observation meeting. This observation process should be completed by April 15. (See summative evaluation) Summative Evaluation must take place by May 15.</p>
<p><b>Without Professional Status</b></p>	<p>This term usually applies to professionals in their first three years of employment by the Uxbridge Public Schools.</p> <ul style="list-style-type: none"> <li>✓ Observations/Evaluations will occur each year until Professional Status is attained.</li> <li>✓ New Teachers, without prior experience, will be in the Evaluation Phase for at least three years. (See requirements below)</li> <li>✓ When granted professional status, they will be placed in one of the four quadrants.</li> <li>✓ Professionals who are hired with prior experience must begin at Phase 1. However, they may be placed on another phase in a subsequent year at the discretion of the Principal/Director.</li> </ul>
<p><b>Evaluating Employees Without Professional Status</b></p>	<p>At least three observations must take place in Phase I for Teachers without Professional Status. The observation is preceded by a Pre-Observation meeting and followed by a Post-Observation meeting. These observations and subsequent Summative Evaluation will take place before April 15.</p>

# EVALUATION

<b>Summative Evaluation</b>	<p>A summative evaluation will take place at the end of Phase 1. Based on formal and informal observations of the employee performing various professional duties, the primary evaluator will rate the employee using the Summative Evaluation Rubric. The resulting paperwork must be signed by both the evaluator and the professional no later than May 15 for employees with Professional Status and by April 15 for employees without Professional Status.</p>
<b>Rubric and Ratings</b>	<p>When each of the domains on the Summative Evaluation Form exceeds 10 points and no sub-domains are rated unacceptable, the Post-Observation Conference will focus on classroom observation and goals. The evaluator may make recommendations on any sub-domain scored 3 or 4.</p> <ul style="list-style-type: none"><li>• A sub-domain score of 2 requires a specific recommendation for improvement from the evaluator.</li><li>• A sub-domain of 1 will result in a referral of the staff member by the evaluator to the Support Team. This employee will repeat Phase I.</li></ul>
<b>Support Team</b>	<p>The Support Team will be comprised of the employee, his/her evaluator, and one or more colleagues, who are mutually agreed upon by both the evaluator and the employee.</p>
<b>Non-Renewal</b>	<p>If an administrator has any concerns with a person covered under the Unit A contract that may result in non-renewal, a conversation must occur on or about Day 90 of that school year.</p>

# PROFESSIONAL DEVELOPMENT PLANS

<p><b>Individual Professional Development Plan (IPDP)</b></p>	<p>The plan was designed by the DOE and is used by professionals to renew their licenses. The IPDP plan should be reviewed and signed by both the professional and his/her evaluator every other year.</p>
<p><b>UPS Professional Development Plan</b></p>	<p>This plan is developed by the teacher using the forms provided. The plan should articulate personal goals designed for professional growth. The goals of this plan should align with district goals and relate to the IPDP.</p> <ul style="list-style-type: none"><li>✓ The professional should submit a Professional Development Plan Proposal by September 15.</li></ul> <p>These plans should be reviewed and signed annually by both the evaluator and professional.</p>
<p><b>UPS Professional Development Summary</b></p>	<p>In addition to the PDP Proposal, the professional must submit a written summary, using the appropriate form, to their Supervisor by May 1. The summary must spell out the employee's professional activities for that school year.</p>

# PHASE 2 TERMS

<b>Workshops/Conferences</b>	This includes participation in professional institutes, training sessions, or workshops that engage educators in focused professional learning.
<b>Board/Committee/Team Participation</b>	This includes a variety of education based district wide teams, including, but not limited to, Mentor Steering Committee, Professional Development Team, Reading Team, Writing Team, and other advisory teams such as School Council.
<b>Advanced Degree/Certification Program</b>	Successful completion of an advanced degree program at an accredited institution of higher learning, e.g. Masters Degree, CAGS, PhD/Ed D, or completion of the National Board Certification Process.
<b>Publications/Presentations</b>	This activity may include articles or books that are published during the certification process, as well as presentations at education-related professional conferences.
<b>Parent/Community Outreach</b>	This covers a wide variety of outreach activities with community, business, and family groups; development of materials or presentations for outreach purposes; and School to Work Programs that are not part of teaching or professional alliance.
<b>College or University Course Work</b>	This includes successful completion of courses on the graduate level at an accredited college or university. Coursework must be related to content or pedagogy.

# PHASE 3 TERMS

<p><b>Self Assessment Inventory</b></p>	<p>This refers to the checklist that the professional uses to rate themselves in the areas of Management, Instruction, Assessment, and Professionalism. The purpose of the Self-Assessment Inventory is for the professional to reflect on their practice and make plans for the next four year cycle. Professionals should use the Rubric: Professional Standards for Teachers to rate themselves. This assessment is personal and may be shared with your evaluator at your discretion.</p>
<p><b>Classroom Observation Report</b></p>	<p>Observation/Evaluation will focus on a goal from the Professional Development Plan proposed or from a topic of the evaluator's and teachers' mutual agreement.</p>



# PHASE 4 TERMS

<b>Action Research</b>	Professionals will systematically research ways in which teacher instruction, student learning, or other components of the learning environment may be improved. A summary of their findings will be submitted and later shared with colleagues.
<b>Co-Teaching</b>	Professionals will develop activities in collaboration with another colleague. They might design and teach interdisciplinary or differentiated lessons for their students. Materials and lessons that are developed can be shared with other colleagues.
<b>Mentoring</b>	Professionals who are trained may mentor teachers as part of the UPS Induction Program. Prospective mentors will undergo formal mentor training and be part of the pool of trained mentors. For a detailed description of specific duties, refer to the UPS Mentor Manual S.O.S.
<b>Peer Coaching</b>	Professionals form small groups to observe each other in the areas of instructional strategies, curriculum development, and other issues. After the observation(s) the observer will provide feedback.
<b>Study Group</b>	Professionals will form small groups to research and discuss topics of interest related to relevant topics in education. The work of the study group should be based on educational research, professional experience, observations, and course work.

# **UXBRIDGE PUBLIC SCHOOLS**

## **Personnel Evaluation Program**

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### **Phase 1: Evaluation Year**

- **Classroom Observation Report**
- **Summative Evaluation Form**
- **Rubric: Professional Standards for Teachers**

# **UXBRIDGE PUBLIC SCHOOLS**

## **Personnel Evaluation Program**

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### **Phase 2: Exploration Year**

### **Phase 4: Collaboration Year**

- **Professional Development Plan Proposal  
(To Be Submitted By September 15)**
- **Professional Development Plan End of Year  
Summary  
(To Be Submitted By May 1)**
- **Sample IPDP – Individual Professional  
Development Plan**

# **UXBRIDGE PUBLIC SCHOOLS**

## **Personnel Evaluation Program**

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### **Phase 3: Evaluation/Reflection Year**

- **Self – Assessment Inventory**
- **Rubric: Professional Standards for Teachers**
- **Observation Form**

# UXBRIDGE PUBLIC SCHOOLS

## Self-Assessment Inventory

Name \_\_\_\_\_ School Year \_\_\_\_\_

### **Domain 1 – Management**

<b>Standard</b>	<b>Descriptor/Indicator</b>	<b>Examples of Evidence</b>
<b>Environment</b>	Teacher maintains an environment of mutual responsibility that encourages multiple opportunities for student engagement and creativity.	
<b>Rapport</b>	Teacher offers students a variety of support systems in order to allow a high level of achievement for all students.	
<b>Standards of Behavior</b>	Teacher encourages students to exhibit standards of behavior, which provide a foundation for a high level of learning.	
<b>Routines and Transitions</b>	Teacher's management of transitions is consistent. Teacher use of instructional time consistently encourages students to assume responsibility for maintaining classroom routines.	
<b>Non-instructional Duties</b>	Teacher maintains efficient systems and/or procedures for performing non-instructional duties that results in virtually no loss of instructional time.	

## Domain 2 – Instruction

<b>Standard</b>	<b>Descriptor/Indicator</b>	<b>Examples of Evidence</b>
<b>Knowledge of Content and Performance Standards</b>	Teacher demonstrates extensive knowledge of content and performance standards, evidences a continuing pursuit of such knowledge and supports student contributions to the presentation of content.	
<b>Scope and Sequence</b>	The unit structure is highly coherent, allowing for accommodations according to student needs.	
<b>Communication</b>	Teacher’s spoken and written language is correct and expressive, with well chosen vocabulary that enriches the lesson. There is clear communication regarding standards being addressed in the classroom.	
<b>Accommodations of Learning Styles</b>	Students are engaged in activities and assignments appropriate for them. An extensive repertoire of strategies and resources is readily apparent leading to enhanced student achievement.	
<b>Open Ended Questioning Techniques</b>	Teacher engages students in relevant discussion. Teacher’s questions are of high quality and lead to students formulating their own questions.	

### Domain 3 – Assessment

<b>Standard</b>	<b>Descriptor/Indicator</b>	<b>Examples of Evidence</b>
<b>Understanding of Performance Based Assessment</b>	Teacher offers multiple opportunities for students to produce work that meets applied learning standards and enhances problem solving skills	
<b>Clear Assessment Criteria</b>	Teacher and students develop assessment criteria that evaluate application and problem solving.	
<b>Evaluation of Students</b>	Teacher evaluates students using an assessment tool which also allows for self and peer evaluations.	
<b>Variety of Assessment Strategies</b>	Teacher uses a variety of assessment strategies with student input that enable the work to meet or exceed standard.	
<b>Self Evaluation by Students</b>	Teacher frequently allows students to reflect, self assess, and, when appropriate, to revise their work through collaboration with peers and other professionals.	

#### Domain 4 – Professionalism

<b>Standard</b>	<b>Descriptor/Indicator</b>	<b>Examples of Evidence</b>
<b>Professional Behavior and Relationships</b>	Support and cooperation characterize relationships with colleagues. Teacher takes initiative in assuming a leadership role in the school.	
<b>Policies and Procedures</b>	Teacher effectively demonstrates and frequently communicates school/district policies and procedures to appropriate members of the school community.	
<b>Reporting</b>	Teacher is able to interpret assessment results and uses that analysis to effectively plan for student instruction both in the classroom and on the district level. Students participate in reporting their own progress. Reporting is frequent and handled professionally.	
<b>Self Reflection</b>	Teacher makes a thoughtful and accurate assessment of a lesson's effectiveness, and self identifies needed areas of improvement. Teacher seeks and implements the evaluator's opinion and suggestions, where appropriate.	
<b>Participation in Professional Development</b>	Teacher participates in school or district activities, and assumes a leadership role in that project. Teacher initiates sharing his/her own knowledge with colleagues. Continuous self improvement is noted in advanced course work or workshop/conference or I-Plan development/implementation.	



<p><b>Phase 1: Evaluation</b></p> <ul style="list-style-type: none"> <li>-At least one observation <ul style="list-style-type: none"> <li>-Pre-observation meeting</li> <li>-Observation w/ written feedback</li> <li>-Post-observation meeting</li> <li>-Completed by April 15</li> </ul> </li> </ul> <p><b>-Summative Evaluation by May 15</b></p>	<p><b>Phase 2: Exploration</b></p> <p><b>Professional Development</b></p> <p>Participate in any of the following</p> <ul style="list-style-type: none"> <li>-College or University Course</li> <li>-Workshops/PD/Conferences</li> <li>- Presentations/Publications</li> <li>- Action Research</li> <li>- Observations in or out of district</li> <li>- Board/Committee or Team participation</li> </ul> <p>Please tie your activities into your professional development goals.</p>
<p><b>Phase 4: Collaboration</b></p> <p>Collaborative efforts may include:</p> <ul style="list-style-type: none"> <li>-Peer Coaching</li> <li>-Research</li> <li>-Study groups</li> <li>-Committee work</li> <li>-Joint lesson/unit planning</li> <li>-Supervision of Student teacher</li> <li>-Co-teaching</li> <li>-Mentoring</li> <li>-School Council</li> <li>-Grade level/Department project</li> </ul>	<p><b>Phase 3:</b></p> <p><b>Evaluation/Reflection</b></p> <ul style="list-style-type: none"> <li>-At least one observation report to be completed by April 15</li> <li>-Observation/Evaluation will focus on a goal from the Professional Development Plan Proposal or from a topic of the evaluator's and teacher's mutual agreement</li> <li>-Pre-observation meeting and post-observation meeting</li> <li>-Completion of Self-Assessment Inventory</li> </ul>

# UXBRIDGE PUBLIC SCHOOLS

## Observation Report

Staff Member:

Evaluator:

Phase Number:

School Year:

---

Description of Focus Area(s):

Observations:

Commendations/Recommendations:

\_\_\_\_\_  
Signature of Evaluator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Staff Member

\_\_\_\_\_  
Date

# Uxbridge Public Schools Summative Evaluation Form

Staff Member:

Evaluator:

School Year:

Date:

4 – Distinguished

3 – Proficient

2 – Basic

1 - Unacceptable

## Domain 1 – Management

- |  |   |   |   |   |     |
|--|---|---|---|---|-----|
| 1. Maintains an environment conducive to student learning.                                 | 4 | 3 | 2 | 1 | N/A |
| 2. Demonstrates rapport with students while exhibiting high expectations for all students. | 4 | 3 | 2 | 1 | N/A |
| 3. Maintains appropriate standards of behavior.  | 4 | 3 | 2 | 1 | N/A |
| 4. Effectively manages routines and transitions.   | 4 | 3 | 2 | 1 | N/A |
| 5. Effectively and efficiently organizes the non-instructional aspects of the position.    | 4 | 3 | 2 | 1 | N/A |

## Comments:

## Recommendations:

\_\_\_\_\_  
Signature of Evaluator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Staff Member

\_\_\_\_\_  
Date

# Uxbridge Public Schools Summative Evaluation Form

Staff Member:

Evaluator:

School Year:

Date:

4 – Distinguished

3 – Proficient

2 – Basic

1 - Unacceptable

## **Domain 2 – Instruction**

- |   |   |   |   |   |     |
|---|---|---|---|---|-----|
| 1. Demonstrates knowledge of content, performance standards, and expectations.                                      | 4 | 3 | 2 | 1 | N/A |
| 2. Develops appropriate units/lessons based on scope and sequence of the course curriculum.                         | 4 | 3 | 2 | 1 | N/A |
| 3. Communicates ideas and information clearly.  | 4 | 3 | 2 | 1 | N/A |
| 4. Incorporates a variety of methods/activities to accommodate different learning styles, interests, and readiness. | 4 | 3 | 2 | 1 | N/A |
| 5. Employs effective open-ended techniques and encourages student-generated questions and responses.                | 4 | 3 | 2 | 1 | N/A |

## **Comments:**

## **Recommendations:**

\_\_\_\_\_  
Signature of Evaluator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Staff Member

\_\_\_\_\_  
Date

# Uxbridge Public Schools Summative Evaluation Form

Staff Member:

Evaluator:

School Year:

Date:

4 – Distinguished

3 – Proficient

2 – Basic

1 - Unacceptable

### **Domain 3 – Assessment**

- |  |   |   |   |   |     |
|--|---|---|---|---|-----|
| 1. Demonstrates understanding of performance-based assessment.   | 4 | 3 | 2 | 1 | N/A |
| 2. Creates clear assessment criteria.  | 4 | 3 | 2 | 1 | N/A |
| 3. Evaluates students' work according to established district assessment criteria (e.g., portfolio and common tasks).                                      | 4 | 3 | 2 | 1 | N/A |
| 4. Uses a variety of assessment strategies and instruments (e.g., observation, portfolio, teacher-made tests) that are aligned with instructional content. | 4 | 3 | 2 | 1 | N/A |
| 5. Encourages students to evaluate their own work and use the results of this self assessment to establish individual goals for learning.                  | 4 | 3 | 2 | 1 | N/A |

### **Comments:**

### **Recommendations:**

\_\_\_\_\_  
Signature of Evaluator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Staff Member

\_\_\_\_\_  
Date

# Uxbridge Public Schools Summative Evaluation Form

Staff Member:

Evaluator:

School Year:

Date:

4 – Distinguished

3 – Proficient

2 – Basic

1 - Unacceptable

## Domain 4 – Professionalism

- |  |   |   |   |   |     |
|--|---|---|---|---|-----|
| 1. Engages in supportive and cooperative relationships with colleagues.          | 4 | 3 | 2 | 1 | N/A |
| 2. Understands and uses policies and procedures.                                 | 4 | 3 | 2 | 1 | N/A |
| 3. Interprets and reports assessment results effectively.                        | 4 | 3 | 2 | 1 | N/A |
| 4. Evaluates instructional effectiveness and plans for needed adjustments.       | 4 | 3 | 2 | 1 | N/A |
| 5. Participates in continuous self-improvement through professional development. | 4 | 3 | 2 | 1 | N/A |

## Comments:

## Recommendations:

\_\_\_\_\_  
Signature of Evaluator      Date

\_\_\_\_\_  
Signature of Staff Member      Date

## APPENDIX D

### FAMILY LEAVE POLICY

#### **Family, Medical, and Small Necessities Leaves of Absence**

**A. Purpose.** The Family and Medical Leave Act (“FMLA”) of 1993 allows eligible employees twelve (12) weeks of unpaid leave (“FMLA Leave”) per year under the circumstances outlined below. Employees may take leave for the following reasons:

1. birth of the employee’s child or placement of a child with the employee through adoption or foster care;
2. the employee is needed to care for a child, spouse, or parent who has a serious health condition; or,
3. the employee is unable to perform the functions of his or her position because of a serious health condition.

Note: “Serious health condition” is defined by law and refers to in-patient care, and in some instances out-patient care, by a medical provider.

**B. Use Paid Leave First.** Employees are required to use certain types of accrued or available paid leave first, as part of the twelve weeks of FMLA leave, before commencing the unpaid portion of the leave. Employees who take leave because of the birth, or placement of a child or to care for an ill spouse, parent or child must first use all accrued vacation and personal time, in that order. Employees who take leave because of their own serious illness must use all accrued sick, personal and vacation time, in that order.

#### **C. Eligibility.**

**1250 hours in previous 12 months.** To be eligible for leave under this policy an employee must have been employed by the Town for at least twelve months, and must have worked at least 1250 hours during the twelve month period preceding the commencement of the leave.

**D. Twelve Weeks.** Employees may take no more than twelve weeks of leave in a twelve month period. The twelve month period is a rolling twelve months beginning twelve months prior to the proposed commencement of requested leave. If both spouses are employed by the Town, they are together entitled to a total of twelve weeks of leave for the birth or placement of a child or care of a sick parent.

**E. Notice.** Employees wishing to take FMLA leave must give 30 days notice of foreseeable events. If the event giving rise to the need for leave is not foreseeable, then the employee must give such notice as is practicable under the circumstances. Employees must schedule planned medical treatments with due regard for the Town’s operational needs.

**F. Certification.** Employees requesting FMLA Leave must provide medical certification to support a claim for leave for an employee’s own serious health condition or to care for a seriously ill child, spouse, or parent. The medical certification must set forth: the date on which the serious health condition commenced; the probable duration of the condition; and, the appropriate medical facts within the knowledge of the health care provider regarding the condition. In its discretion, the Town may require a second medical opinion and periodic re-certification at its own expense.

**G. Intermittent or Reduced Schedule Leave.** If medically necessary for a serious health condition of the employee or his or her spouse, child or parent, leave may be taken on an intermittent or reduced leave schedule. If leave is requested on this basis, the Town may require the employee to transfer temporarily to a position, with equivalent compensation, which better accommodates recurring periods of absence or a part-time schedule.

## **H. Benefits.**

**Health Coverage.** Employees on leave are entitled to the continuance of group health coverage under the same conditions they received coverage prior to the leave. Employees who contribute to their health insurance premiums via payroll deduction must arrange to pay the premium contributions during the period of unpaid absence, if they wish to retain coverage. In the event that an employee elects not to return to work upon completion of an approved unpaid leave of absence, the Town may recover from the employee the cost of any payments made to maintain the employee's coverage, unless the failure to return to work was for reasons beyond the employee's control.

**Other Benefits.** Benefits based upon length of service will be calculated as of the last paid work day prior to the start of the unpaid leave of absence. Employees do not accrue sick, vacation or personal time while on leave in excess of 30 days.

**I. Instructional Employees.** When leave will be taken near the conclusion of an academic term, an employee, whose principal function is to teach students, may be required, at the District's option, to take leave for the remainder of the term. This will be required under the following circumstances: (1) when leave is to begin more than five weeks before the end of a term, the leave will last at least three weeks, and the employee would return to work during the three week period immediately preceding the end of the term; (2) when leave is to begin during the last five weeks of the school term, for reasons other than the employee's own serious illness, the leave will be for more than two weeks, and the employee would return to work during the two week period immediately preceding the end of the term; and (3) when leave is to begin within three weeks from the end of the school term, for reasons other than the employee's own serious illness, and the leave is to be for more than five days.

**J. Sick Leave, Workers Compensation Leave, or Other Absences.** Employees who are out of work for reasons that would qualify for leave under this policy, irrespective of whether leave has been requested under this policy, are required, upon request, to provide to the Town the information and certifications required by this policy. The Town shall designate all such qualifying leave as Family and Medical Leave, which shall run against the twelve weeks allowed under this policy.

**K. Return to Work.** Employees returning from FMLA Leave in accordance with this policy will be restored to their original positions, or to equivalent positions with equivalent pay and benefits. Employees should contact the personnel department and their supervisors at least two weeks before their return date to make arrangements. Employees may be required to provide a medical opinion from a physician certifying their fitness for duty. The Town reserves the right to send an employee to the Town physician for a second opinion regarding the employees' fitness to return to work.

**L. Procedural Requirements.** Employees requesting an FMLA leave must submit the request in writing to their Department Head (form letter attached). Requests should be made 30 days in advance of the commencement of the leave, but in any event, as soon as practicable. Within fifteen days from the request, the employee must submit a completed *Certification of Health Care Provider* form (attached) to the Town Administrator or his/her designee.



**M. Small Necessities Leave**

- a. The Small Necessities Act, Massachusetts General Law Chapter 149, Section 52D, became effective on August 4, 1998.
- b. An employee shall be entitled to a total of 24 hours of unpaid leave during a 12 month period (the twelve month period is a rolling twelve months beginning twelve months prior to the proposed commencement of requested leave), in addition to leave available under the Family and Medical Leave Act of 1993, for the following purposes:
  - To participate in school activities directly related to the educational advancement of a son or daughter.
  - To accompany the son or daughter of the employee to routine medical or dental appointments, such as check-ups or vaccinations; and
  - To accompany an elderly relative of the employee to routine medical or dental appointments or appointments for other professional services related to the elder's care.
- c. Employees who have accumulated sick, personal, or vacation time must use such time as part of the 24 hours before becoming eligible for unpaid time. The Town will not provide paid leave in any situation where it would not normally provide such paid leave.
- d. At least 7 days in advance, the employee shall submit to the Town a written notice (*Employee's Certification* form attached) of his/her intent to take small necessities leave and the date and expected duration of the leave. If 7 days notice is not possible, the employee shall give notice as soon as practicable.