

AGREEMENT

Between

THE SCHOOL COMMITTEE
of the
RANDOLPH SCHOOL SYSTEM

And

THE RANDOLPH EDUCATORS' ASSOCIATION
SUPPORT PERSONNEL UNIT
(M.T.A./N.E.A.)

Effective
July 1, 2015
Through
June 30, 2018

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2015-2018 REA/SPU CONTRACT

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PREAMBLE

It has been the intention of the parties by the consummation of this Agreement to continue their harmonious relations, to promote mutual cooperation and understanding, to define and resolve the proper interest of the Support Personnel members in their rights of compensation and conditions under which they perform their duties.

ARTICLE 1

Recognition - Jurisdiction - Definitions

Section 1. Association Recognition - For the purpose of collective bargaining with respect to wages, hours, standards of productivity, performance, and dedication to education, and other conditions of employment, the School Committee of the Randolph School System (hereinafter referred to as the Committee) recognizes the Randolph Educators Association - M.T.A./N.E.A. (hereinafter referred to as the Association) as the exclusive bargaining agent and representative of all Support Personnel including but not limited to, all:

- Non-Instructional Support Personnel (Cafeteria/Office)
- Security Support Personnel (In-School Suspension, Security)
- Regular Education Support Personnel (Kindergarten, ELL/SEI, 504, Library/Media)
- Special Education Inclusion Personnel (Inclusion Paraprofessionals, Integrated Pre-school)
- Special Education Self-Contained Support Personnel (Behavioral Programs such as TLC and AIM; Substantially Separate Programs such as IILC, ILC, CLC, DLC, LBLC; Self-Contained Pre-School; Pre-Vocational, I-Pre-Vocational)
- Health Support Personnel (Occupational Therapy Assistant, Physical Therapy Assistant, Speech Language Pathologist Assistant, Certified Nursing Assistant, Behavioral Specialist, Emergency Medical Technician)

Nothing in this agreement shall be deemed to limit any of the rights offered employees and their exclusive representative under the provisions of Chapter 150E of the General Laws of the Commonwealth of Massachusetts.

Section 2. Those people not in the bargaining unit shall not engage in work assigned to those members of the bargaining unit, except that the same or similar work presently being performed by employees of the school not members of the bargaining unit may continue to be so performed and said work may be performed by the non-member's successor or replacement.

Section 3. Nothing contained in this Agreement shall be construed to prevent any unit member or group of unit members not acting on behalf of any employee organization or representing anyone but themselves from at any time discussing any problems with any of their supervisors.

Section 4. This Agreement incorporates the entire understanding of the parties on all issues, which were or could have been the subject of negotiation. During the term of the Agreement, neither party shall be required to negotiate with respect to any such matter whether

or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section 5.The parties are agreed that the relations between them shall be governed by the terms of this Agreement only. No change or modifications of this Agreement shall be binding on either the Association or the Committee unless reduced to writing as executed by the respective duly authorized representatives.

Section 6.Definitions

- The term "Committee" as used in this agreement means the School Committee of the Randolph School System.
- The term "Parties" as used in this agreement refers to the Committee and the Association as participants in this agreement.
- The term "School", or "Campus" as used in this agreement means work location or functional divisions maintained by the Randolph School System.
- The term "Superintendent" as used in this agreement means the responsible administrator of all public schools and campuses in the town of Randolph.
- The term "Principal" as used in this agreement shall mean the responsible administrator of a school who is immediately subordinate to the Superintendent.
- The term "Support Personnel, Employee, Member or Staff", as used in this agreement means any person employed by the Committee in the bargaining unit, who works in either the cafeterias, classrooms, office or media centers in one of the public school locations. These terms as used in this agreement shall cover any member of the bargaining unit as cited in section 1 unless specifically excluded.
- The term "Association Representative" as used in this agreement means the qualified designee of this Association.

ARTICLE 2 Management Rights

The Committee is a public body established under and with the powers provided by the statutes of the Commonwealth of Massachusetts. As the selected representatives of the citizens of Randolph charged with the responsibility for the quality of education of the Randolph School System, it is acknowledged that the committee had the final responsibility of establishing the education policies of the public schools of Randolph.

Except as modified by this agreement, the authority and jurisdiction of the Committee shall be maintained as provided by the General Laws of the Commonwealth of Massachusetts and shall not abrogate any rights, obligations, or duties as set out in the General Laws of Massachusetts or past practices. Further, the rights and privileges of persons provided herein are in addition to those provided by State or Federal law, rule or regulation, including without

limitation all applicable tenure, pension, or educational laws and regulations.

ARTICLE 3 Association Rights and Responsibilities

A. Information: Either the Committee or the Association shall make available to the other party upon specific request such information, statistics, and records either party may deem relevant to negotiations or necessary for the proper enforcement of this agreement.

B. Allowed Time for Association Negotiations: Whenever members of the bargaining unit are mutually scheduled by the parties to participate during working hours in conferences, meetings or negotiations, they shall suffer no loss in pay.

C. Provided the advance approval of the Superintendent of Schools is obtained, which will not be arbitrarily withheld, members designated by the REA President may be absent from work without loss of pay for an aggregate yearly total of not more than five (5) days per school year to attend conferences and workshops of the REA and/or county state and national affiliates. It is expressly understood that this section shall not be utilized for purposes of attendance at regular business meetings of the REA.

ARTICLE 4 Work Day and Work Year

Section 1.The work year for members shall begin no earlier than the Monday prior to Labor Day and will terminate no later than June 30. In no event will the work year for all members be longer than 182 working days. Unit members will work on the day before the students begin class.

Full-time unit members are expected to stay at school on early release days following the dismissal of students except those days that teachers are dismissed early. Employees will be compensated for a full days' work even if dismissed early.

New personnel may be required to attend a one (1) day unpaid orientation session prior to the staff's first day. In that event, the REA will be invited to give input and to attend this orientation.

Section 2.Members will be paid per diem for nine (9) holidays. These are to be Columbus Day, Veteran's Day, Thanksgiving, Christmas, New Year's Day, Martin Luther King Day, President's Day, Patriot's Day, Memorial Day. The members will receive an additional day's pay for the Labor Day holiday in any year when the work year starts before Labor Day. In the event that the day before Christmas and Thanksgiving breaks are early release /early dismissal days, Paraprofessionals will be paid for a full day of work for those days.

Section 3.The workday for full-time members, shall generally consist of seven (7) hours per days (including a thirty (30) minute unpaid duty-free lunch)

The workday for full-time non-instructional support personnel shall be three (3) hours. Non-instructional support personnel may be employed up to five (5) hours per day as the budget

permits and as assigned year to year. The workday for full-time Student Monitor/Safety Officer personnel shall be four (4) hours per day. Student Monitor/Safety Officer personnel may be employed up to seven (7) hours per day as the budget permits and as assigned year to year.

Support staff who are requested to work beyond their scheduled hours will be paid at the individual hourly rate in one-half (1/2) hour increments.

Section 4. Full-time members shall receive a thirty (30) minute unpaid duty-free lunch period.

Section 6. The parties expressly agree that the Committee shall have the right to create and fill less than full-time positions as it deems necessary.

Section 7. Notification of Meetings

Paraprofessionals shall be provided with a schedule of building, curriculum and district meetings at the beginning of each school year. Principals will provide Paraprofessionals with notice of all other meetings as soon as possible after they are scheduled. Every effort will be made to give Paraprofessionals as much advance notice as possible. It is understood that such notice cannot be provided in cases of emergency.

ARTICLE 5 Evaluation

Section 1. Unit members will be observed in the performance of their work. Unit members will be given a copy of any written evaluation report (see attached) prepared by their administrator/supervisor and have the right to discuss such reports, if they so desire. Unit members have the right, upon request, to review the contents of their personnel file within 24 hours or during the next school day following the request.

Section 2. No employee who has completed at least ninety (90) calendar days of his/her first year of employment shall be discharged, suspended or docked pay during the school year without just cause. After completing ninety (90) calendar days of his/her first year of employment, no unit member shall be disciplined or reprimanded during the school year without just cause.

Section 3. Unit members will be evaluated on an annual basis pursuant to the Randolph Support Personnel Educator's Evaluation Process and Forms attached hereto as Appendix C.

ARTICLE 6 Protection

Section 1. Members and/or their designee will immediately verbally report all cases of assault suffered by them in connection with their employment to the Principal and the President of the Union. The incident must also be put in writing to the Principal and the Superintendent within forty-eight (48) hours of the incident by the employee or the employee's designee.

Section 2. This report will be forwarded to the Committee which will comply with any reasonable request from the member for information in its possession relating to the incident or the persons involved, and will act in appropriate ways as liaison between the member, the police and the courts. The member must be willing to file assault charges in such cases.

Section 3. Damage or Loss of Property - No member shall be held responsible for loss, damage, or destruction of school property or student property when such loss, damage, or destruction is not the fault of the member where the member has exercised good judgment.

Section 4. Worker's Compensation - Members of the bargaining unit shall be covered by the provisions of the Massachusetts Worker's Compensation Act, General Laws of the Commonwealth, Chapter 152. The member is required to submit, if they are able, one copy of the Massachusetts Industrial Accident Form (S.F. 1) within 30 hours of the time of the accident to Human Resources. These forms are available in the principal's office in every school, or may be downloaded from the District's intranet and submitted by email. In the event the member's injury is of such a nature as to prevent him/her from complying with the physical submission requirements set forth above, the member or his/her designee may contact the Human Resources by telephone within 30 hours of the time of the accident and then submit the Accident form as soon thereafter as reasonably possible.

If the above procedure is followed, and the members become eligible for Workers' Compensation, then the following benefits will be given:

- A. The Committee will pay the difference between the Workers' Compensation check (60% of the current salary) and 100% of the member's salary for the first year the member is collecting Workers' Compensation.
- B. The Committee will pay the difference between the Workers' Compensation check (60% of the current salary) and 80% of the member's salary for the second year the member is collecting Workers' Compensation.
- C. During the third year and at any time thereafter for the duration of the absence, the member will receive only the Workers' Compensation check (60% of current salary).
- D. During the time on Workers' Compensation, no part shall be charged to sick leave. The length of time on Workers' Compensation may be determined by a medical examination by a personal physician and one school doctor, consistent with Workers' Compensation.

Staff members are advised to read Committee policies regarding Personal Safety which can be found in the Randolph School Committee Policy Manual, at Policy GBGB, which is in the school office and can also be found on the School Committee section of the District website.

Section 5. The Committee agrees to abide by the intent and meaning of Chapter 258, Section 9 on indemnification. Further, it is the intent of the Committee to save the members harmless in those circumstances as in other political subdivisions.

ARTICLE 7
Assignments, Reassignments, Vacancies, and Transfers

SECTION 1. Definitions

- A. Assignment – appointment to a position within the bargaining unit by virtue of a new hire, reassignment or transfer.
- B. Reassignment – voluntary or involuntary change of assignment within a building.
- C. Vacancy – an opening in a bargaining unit position after a Principal has had the opportunity to make reassignment decisions.
- D. Transfer – Voluntary or involuntary change of assignment between buildings.
- E. Qualified – As determined by the Superintendent or his/her designee, considering the following criteria in no particular order: training, experience, general ability to execute proficiently all the demands of the position, evaluations, seniority, history of recent transfers, employee’s preference and the best interest of the school and District.

SECTION 2. Assignments

- A. The most qualified employees (as defined in Section 7.1.E above) shall be considered in making assignments.
- B. Employees shall be given preference to any open positions provided they are qualified for such position.
- C. Employee assignments will be made without regard to race, creed, age, color, religion, maternity, gender, national origin, veteran status, disability, sexual orientation, gender identity, marital status and any other legally protected group by State and Federal laws.
- D. Although the Committee and the Association recognize that some reassignment of employees within a building and some transfer of employees from one school to another is unavoidable, they also recognize that frequent transfer of employees is disruptive of the educational process and interferes with optimum employee performance. The Superintendent or his/her designee will make every reasonable effort to assign Employees to the same or similar positions each year. However, the Superintendent reserves the right to change assignments.
- E. In arranging schedules for employees who are assigned to more than one school, an effort will be made to limit the amount of inter-school travel. Such employees will be notified of any changes in their schedules as soon as practicable. Employees assigned to more than one school in one school day will receive reimbursement for any interschool driving. The rate to be paid will equal the approved federal tax deduction.

Any changes in the federal tax deduction will be in effect the following July 1st. No itemized statement of less than \$5.00 total will be processed at one time.

- F. Employees will be notified in writing of any change of their program for the coming 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 prior to the last day of classes if possible, but no later than July 15. In the event of a change in student enrollments, assignments may be changed after July 15, provided the employee is given written notice prior to August 15. Should a paraprofessional be involuntarily assigned to a different category/position the Superintendent or his/her designee shall provide the necessary training for that position.
- G. It is recognized that the final decision relative to assignments rests with the Principal, subject to the approval of the Superintendent.

SECTION 3. Reassignments

- A. The reassignment of employees within a building will be subject to the following:
 - i. prior to making any decision relative to the reassignment of employees, the building Principal will invite employees within the building to advise him/her of their interest in a reassignment using the Reassignment Preference Form developed by the Parties;
 - ii. the Principal will then advise the affected employees, individually, of the anticipated reassignment and seek input from those employees;
 - iii. the Principal will then make his/her decision regarding reassignments and notify affected employees with an explanation of the reasons for the decision;
 - iv. the Principal will then announce the staff reassignments.
- B. To the extent possible, changes in grade assignment in the elementary schools and in subject assignment in the secondary schools will be voluntary.

SECTION 4. Vacancies and Transfers

- A. Whenever any vacancy in a full-time or part-time position within this contract occurs, after reassignments are made, and when the Principal/Superintendent determines to fill such vacancy, it will be adequately publicized by the District by means of a posting on the Randolph Public School intranet and internet sites as far in advance as possible, but no less than ten (10) calendar days, with a notice sent to all employees by Randolph Public Schools e-mail. The immediate posting of all vacancies and newly created positions shall be the sole responsibility of the Superintendent or his/her designee. The qualifications for the positions, its duties and the rate of compensation will be clearly set forth for a particular position along with all other pertinent information regarding the category requirements for the position. This information will not be changed when such future vacancies occur unless the Association has been notified in advance of such changes and the reasons therefore. No vacancy will be filled, except on a

temporary basis, within the posting period. Under normal circumstances, a position will not be filled on a temporary basis for longer than six (6) weeks.

- B. All employees who have filed an application for a posted vacancy within the posting period will be interviewed for such positions. In filling such vacancies, consideration will be given to qualified employees already employed by the district.
- C. Each applicant not selected will be notified in writing within fourteen (14) calendar days after the position has been filled. Upon request, an employee will receive an explanation from the Superintendent or his/her designee.
- D. Employees being involuntarily transferred from one building to another will be transferred only to a comparable position and only after a meeting between the employee involved, an Association representative, and the Superintendent or his/her designee at which time the employee will be notified of the reasons for the transfer.

ARTICLE 8 Bereavement Leave

Section 1. In case of death in the immediate family, members will be allowed the days off needed, with pay, not to exceed a total of five (5) working days. The term "immediate family" will be the member's spouse, father, mother, sister, brother, child. In the case of death of the member's grandparents, father-in-law, mother-in-law, or grandparents of his/her spouse or relative of the member living in the immediate household of the member at the time of his/her death or at the commencement of final illness or accident, the member will be allowed the days off needed, with pay, up to and including the funeral or memorial service, but not to exceed a total of three (3) working days.

Section 2. One day's leave with pay shall be granted in case of death of other relatives.

Section 3. The Superintendent shall administer these provisions in the light of their purpose, which is to provide an opportunity when needed to enable an employee to attend a funeral or to attend to family and personal needs as a result of the death. This decision in each case will be based upon the individual circumstances and will be final. A day's pay under this Article will be equal to the pay received on the regular workday at the time of the death.

ARTICLE 9 Sick Leave

Section 1. Members of the bargaining unit will be entitled to twelve (12) days sick leave per year, from the first day of school of each year, to be accumulated to a maximum of 200 days. However, in the event that an educational support person leaves the District for any reason, voluntarily or involuntarily, the District shall have the right to recover from the educational support person the monetary value of any sick leave days utilized but not earned as of the date of separation from employment with the District. Such right may be exercised by way of withholding from the educational support person's final paycheck or in such other manner as is necessary. It is expressly understood that in the event of the retirement of an educational support

person, such days awarded but not yet earned shall not be eligible for buyback as provided elsewhere in the contract. In addition, when the retirement of an educational support person is anticipated based upon that educational support person's notification to the District, the award of sick leave in advance shall be limited to the pro rated share of the 12 days, based upon the anticipated retirement date.

Section 2. Sick leave will be granted to members when they or their immediate family are either incapacitated as a result of illness, injury, quarantine, or exposure to contagious disease provided that the Superintendent may allow up to seven (7) days to be counted as sick leave in case of serious illness in the immediate family of the employee. Immediate family shall include husband, wife, children, and other relatives or persons residing in the employee's household, plus parents or spouse's parents, brother & sister whether or not living in the same household.

Section 3. Notice of absence on account of sick leave shall be given to the Principal on the first day of such absence. For absences of longer than five days at any one time, the Superintendent may require a physician's certificate and periodically thereafter when the previous note expires. The Superintendent or the Human Resources office may require a physician's certificate in circumstances where abuse of sick leave is suspected.

Section 4. Employees shall be credited with any time loss through compliance with any regulations requiring prophylactic inoculations or for similar causes.

Section 5. After 10 years, the payment of twenty five percent (25%) value of his/her accrued unused sick leave, up to \$3750, will be credited to those employees who retire or resign.

Section 6. The administration is to publish once each year during the month of September of the scheduled year the number of accumulated sick leave days that each person covered by this agreement has as September 1st.

Section 7. Sick Leave Bank

A sick leave bank will be maintained by the Committee to be administered by the Association based upon the rules mutually agreed upon by the Association and the Committee. These rules will be those set forth in the Unit A Teachers' Collective Bargaining Agreement, Appendix V. Members may donate two (2) days during the life of this contract except if the sick bank falls below sixty-five (65) days, when all members must donate one day each. In order to maintain membership in the bank, a member must donate a day at each reopener. Any new member will be allowed to join the bank after ninety (90) days of employment. It is not to be used for purposes of paternity, maternity or child rearing. The maximum number of days a member may use from the sick bank annually are based upon the following schedule:

Up to 2 years of service	7 days
3-5 years of service	20 days
over 5 years of service	30 days
Over 10 years of service	40 days

ARTICLE 10
Personal Leave

Section 1. Two days leave of absence for personal, legal, business, household or family matters which require absence during school hours and which cannot otherwise be scheduled during non-school hours will be granted. Application for such leave will be made at least 72 hours before taking such leave (except in the case of emergencies) and the applicant for such leave will not be required to state the reason for taking such leave other than it is under this section.

Section 2. A member may save one (1) unused day of personal leave for a succeeding year. In addition, a member who uses two (2) or fewer sick days in a school year will be granted an additional personal day in the following school year. Unused personal days may be accumulated to a maximum of three (3) days. A person who donates sick days to the sick bank will not have those days counted as part of the actual use of sick days in reference to this section. (Therefore, it is possible for a staff member to begin the school year with four (4) personal days: one (1) unused day/saved plus one (1) day for good attendance plus two (2) days under Section 1, above.)

ARTICLE 11
Grievances

Section 1.

A. For the purpose of this Agreement, a grievance shall be defined as: An alleged violation of a provision of this Agreement.

B. An "aggrieved person or grievant" is the person or persons making the claim.

C. A "party-in-interest" is the person or persons making the claim, and any person who might be required to take action or against whom action might be taken, in order to resolve the claim.

D. The purpose of this procedure is to secure at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the welfare of working conditions of members. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

E. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be made to expedite the process. The time limit specified may, however, be extended by mutual agreement.

F. Should a grievance affect three or more members, then it may be considered by the Professional Rights and Responsibilities Committee a group grievance and same may be filed in writing at Level 2, provided the members involved are identified, unless the grievance is common to all members covered by this Agreement. The Professional Rights and Responsibilities Committee shall have the right to process said grievance through all levels of the

grievance procedure. In the event a grievance is filed on or after June 1, which if left unresolved until the beginning of the following school year would result in irreparable harm to the party in interest, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.

Section 2. A grievance must be presented within ten (10) school days of the time of the occurrence of the alleged contract violation, or within ten (10) school days of the date of first knowledge. The grievance must be processed in accordance with the steps, time limits, and conditions set forth below in the Article.

Level 1 - The grievant or the Association shall present the grievance to the Principal of their building, in writing. The written grievance shall give a specific summary of the facts involved, the provisions of this Agreement allegedly violated and the remedy sought. The Principal or supervisor and the aggrieved, and the President of the Association or his/her designee shall meet within ten (10) school days to discuss the grievance. The Principal or supervisor shall respond in writing within ten (10) school days of the Level 1 meeting.

Level II - If at the end of ten school days next following such presentation, the grievance is not disposed to the grievant's or Association's satisfaction, the grievant(s) or Association may present the matter in writing to the Superintendent. This shall be accomplished within 10 school days after the end of the response time to level 1.

The Superintendent within ten school days after receipt of the written grievance shall notify and meet with the grievant(s) or Association in an effort to resolve the matter. The Superintendent shall respond in writing with a general explanation for his/her decision within ten school days subsequent to the meeting and that response shall be sent to both the grievant and the Association.

Level III -If the grievance is still unresolved, the grievant(s) or Association shall submit the grievance in writing, within ten school days, after receipt of the written answer of the Superintendent, to the Committee or its designated representative. The grievant, counsel and/or an authorized representative of the Association, shall meet to discuss the grievance as promptly as possible with the Committee, no later than fifteen (15) school days or the next School Committee meeting whichever is longer or at a time mutually agreed upon by the Chairman of the Committee and the President of the Randolph Educators Association. The Committee or its designated representative shall elect whether this meeting shall take place during the working hours or not. The Committee shall render a disposition in writing within 10 school days subsequent to the meeting with copies sent to the grievant and the President of the Association.

Level IV -If the grievance is still unresolved, within twenty school days of the receipt of written decision of the Committee, the Association may submit the grievance to arbitration in accordance with the applicable Voluntary Labor Arbitration rules of the American Arbitration Association, or, at the discretion of the Association, the State Board of Conciliation and Arbitration. The decision of the arbitrator, that is the American Arbitration Association or the State Board of Conciliation and Arbitration, shall be final and binding on both parties, and the cost of arbitration shall be borne equally by both parties.

Section 3. Time Limit - A grievance will be deemed waived if not initiated within ten school days of the date of the occurrence of the grievance, or within ten days of the date when the employee had first knowledge of the occurrence of the grievance.

Section 4. No reprisals of any kind will be taken by the Committee or any member of the Administration against any party in interest, any school representative, any member of the Professional Rights and Responsibilities Committee, or any participant on the grievance procedure by reason of such participation.

Section 5. Any party in interest may be represented at all stages of the grievance procedure by a person of their own choosing from within the bargaining unit or a representative of the Association and/or its Affiliates. Nothing in this article shall be construed as limiting the right of an employee from presenting a grievance without intervention of the Association, provided that the Association is afforded the opportunity to be present at such meetings and that any adjustment made shall not be inconsistent with the terms of this agreement.

Section 6.

A. The superintendent will, upon request, provide the Association with any documents in their possession which will assist the Association in developing an intelligent grievance presentation.

B. No written communication, other document, or record relating to any grievance shall be filed in the personnel folder of any employee covered by this agreement. These documents are to be filed separately and shall be made available on request to the grievant and the Association.

Section 7. No member of the bargaining unit shall be disciplined, reprimanded, reduced in rank or compensation without just cause.

ARTICLE 12
Seniority and Lay offs

Section 1. Seniority means a member's length of service in years, months, and days in the bargaining unit. Members shall be credited for seniority purposes with all time spent on any paid leave of absence provided for in this agreement.

Section 2. In the event that it becomes necessary to reduce the number of employees included in the bargaining unit because of a decline in pupil enrollment, or lack of funds, employees shall be laid off in the inverse order of seniority within the following lay-off categories:

- A. Special Education Self-Contained Support Personnel
- B. Regular Education Support Personnel and Special Education Inclusion Personnel
- C. Non-Instructional Support Personnel
- D. Health Support Personnel
- E. Security Personnel.

Section 3. Employees who are affected by a reduction in staff must be notified in writing no later than June 1st of the school year preceding the year in which the reduction will take place.

Section 4. An employee whose position has been eliminated or converted to less than full-time shall be entitled to bump into an open position or into a position held by an employee with less seniority as follows:

- An employee in categories A, B, C or E may bump within the same lay-off category;
- An employee in category D may bump within the same position;
- An employee who had worked in another lay-off category within the previous three (3) years of the lay-off may bump into that category;
- An employee in category A may bump into category B or C;
- An employee in category B may bump into category C;
- An employee in category B with fifteen (15) years of seniority may bump into category A;
- An employee may bump into any other category (or another position in category D) if qualified. Any employee who seeks to make this bump shall be entitled to an interview. Qualified is defined in Article 7 Section 1.E.

An employee shall have the right to refuse one position/category to which s/he would be transferred or bumped into without any change to his/her seniority status.

Section 5. Members who have been laid off shall be entitled to recall rights for a period of two (2) years from the effective date of his/her respective layoffs. During the recall period, employees will be able to refuse one position/category and stay on the recall list in seniority order. Employees shall be notified by certified mail to their last address of record, and given preference for positions as they develop in the inverse order of their respective lay-off.

Section 6. Services normally performed by a person who has been laid off shall not be performed by anyone who is not a member of the bargaining unit.

Section 7. Laid-off employees may continue Health and Life Insurance coverage during the recall period as provided by the town to members of the bargaining unit by reimbursing the town the entire premium costs for the group plan. Failure to forward the premium payments to the town or refusal to return to employment upon recall will terminate this option.

Section 8. In cases involving identical seniority, retention or recall shall be based on the evaluations performed, involving only those individuals with identical seniority.

Section 9. While members of the bargaining unit continue on lay-off, the Committee agrees not to hire any new personnel unless, all members on lay off decline an offer to fill the vacancy.

Section 10. A list specifying the seniority of each member of the bargaining unit and his/her corresponding lay-off category shall be prepared by the Superintendent and forwarded to the President of the Association within 60 days following the execution of this agreement. An updated list shall be supplied by the Superintendent annually by the end of September thereafter.

Section 11. Any former employee who is reinstated within the recall period shall be credited with all legally accrued contractual benefits to which the employee was entitled at the date of reduction of force, including but not limited to the accrued length of service and sick leave attained, provided that they have not cashed in their sick time.

ARTICLE 13
Other Leave

Section 1. Jury & Witness Leave: A unit member who serves on jury duty will be compensated by the School Committee for the first three (3) days, or part thereof, of juror service provided documentation of attendance is provided. Each member who serves more than three (3) days shall be paid for the fourth day of service and each day thereafter the difference between his/her current per diem rate of pay and the amount received from the Commonwealth of Massachusetts for jury duty on school work days, if the member presents to the Committee evidence of juror service completed.

Section 2. Any unit member may be granted upon written application to the Superintendent an unpaid leave of absence of up to one (1) year for the purposes of caring for an ill family member, continuing education, military service, or other specified compelling personal reasons. When such leave is granted the unit member shall submit in writing to the Superintendent by April 15 of the year preceding the expected return to employment a notification of the unit member's intent to return. All benefits to which an employee was entitled at the time the employee's unpaid leave of absence commenced, including, but not limited to unused accumulated sick leave, length of service credit will be restored to the employee upon return, and the employee will be assigned to the same or similar position held at the time the leave commenced.

ARTICLE 14
Parental and Child Rearing Leave

Section 1.

- A. Parental leave shall be granted to unit members giving birth, unit members whose spouse is giving birth or unit members adopting a child. Unit members must give thirty (30) days' notice in writing as to the date the parental leave is to start, except in emergency situations.
- B. For unit members giving birth, a physician's statement verifying the pregnancy and permitting the unit member to continue employment must be submitted to the Office of Human Resources with the request. Said unit member may return to work when she and her family physician state that she is physically able to do so.
- C. A unit member may return to work in accordance with the following schedule:
 - 1. At the end of the unit member's Family and Medical Leave Act (FMLA) leave or Massachusetts Maternity Leave Act (MMLA) leave.

2. Beyond the FMLA or MMLA leave, any unit member who leaves during the school year must return the following September or the second September following the leave. Notice of intent to return must be filed by April 1. In the event the unit member leaves between April 1 and the close of school, notice of intent must be filed upon application for such leave.
3. Beyond the FMLA or MMLA leave, any unit member who takes leave due to the birth or placement of a child occurring during the summer months may either return following expiration of FMLA or MMLA leave or the following September. Summer months are defined as the period between the last work-day of one school year until the first work-day of the following school year. Notice of intent to return must be filed upon application for such leave.

Section 2.

- A. The unit member assignment, upon returning from maternity/parental leave, will be determined by the Superintendent, taking into consideration former placement, and/or the particular District needs at the time of unit member's return.
- B. The unit member shall be eligible for all rights and benefits previously accrued, including all unused sick leave, and increments, if earned. Upon return, the unit member shall be advanced to the next step on the salary schedule, provided that unit member has worked at least ninety-one (91) days during the year in which the maternity/parental leave commenced.

ARTICLE 15 Resolution of Differences by Peaceful Means

The Association and the Committee agree that differences between the parties shall be settled by peaceful means as provided within this agreement, or any extensions thereof. The Association shall, for the terms of this agreement, not engage in, instigate, or condone any strike, work stoppage, or any concerted refusal to perform normal work duties within the Randolph School System.

No lock out of employees shall be instituted by the Committee during the terms of this agreement.

ARTICLE 16 Existing Conditions of Employment

Except as this agreement shall otherwise provide, all conditions of employment applicable to employees covered by this agreement on the effective date of this agreement, as established by the Committees' rules and regulations in force on the said date, shall continue to be so applicable during the life of this agreement. Nothing in this agreement which changes preexisting rules and regulations shall operate retroactively.

ARTICLE 17
Fringe Benefits

Section 1. Health insurance - The Committee shall continue to provide the members with health insurance coverage. The coverage shall be the same as set forth by the Town of Randolph. If there are any substantial/drastring changes, which would impair the present coverage to the members, the Committee will come back to the table to renegotiate such issues. It is understood that medical coverage is negotiated by the town on a yearly basis.

Section 2. Life Insurance - The Committee shall provide a \$2000.00 life insurance policy as adopted by the Committee under Chapter 32 B of the General Laws of the Commonwealth.

Section 3. The parties agree that all provisions of the Norfolk County Retirement Plan shall be made part of this agreement.

Section 4. Health Paraprofessionals shall be reimbursed for approved travel at the rate applicable to all Town of Randolph employees.

ARTICLE 18
Fair Practices

A. The Committee agrees to continue its policy that no person or persons, department or divisions responsible to the Committee shall discriminate against any employee on the basis of race, color, creed, national origin, sex, marital status, or membership in, or associations with the activities of, any organization not operating in conflict with the law.

B. As sole collective bargaining agent, the Association will continue its policy of accepting into membership all eligible persons without regard to membership in, or association with the activities of, any organizations not operating in conflict with the law.

ARTICLE 19
Handling of New Issues

Matters of collective bargaining importance not covered by this agreement may, during the life of this agreement, be handled in the following manner:

Section 1. By the School Committee: With respect to matters not covered by this agreement which are proper subjects for collective bargaining, the Committee agrees it will make no changes without prior consultation and negotiation with the Association.

Section 2. By the Association: In any matter not covered by this agreement which is a proper subject for collective bargaining, The Association may raise the issue with the Committee for consultation and negotiation; except that the Association shall not seek to renew to be effective during the life of this agreement, any questions introduced, debated, and settled, either negatively or affirmatively, during the bargaining prior to the final settlement.

Section 3. By mutual agreement, this instrument/article may be amended/ or waived at any time by mutual consent.

ARTICLE 20 Dues Deduction/Agency Fee

Section 1.The Committee/Town agrees to deduct Association dues and/or Agency Service Fee from the employees who have signed a membership form and who have authorized such deductions in writing and mail said dues with a list of employees from whom dues have been deducted to the Treasurer, Randolph Educators Association.

Section 2. Recognizing the fact that all members of the bargaining unit derive benefits from this Agreement, the Committee agrees that either membership in the Association or payment of an agency service fee, shall be a condition of employment during the life of this Agreement and the Committee agrees to adopt the provisions of M.G.L. Chapter 150E, sec. 12.

Section 3. Said service fee amount shall be established by the Randolph Educators Association and shall be deducted from the employee's pay and forwarded to the Treasurer, Randolph Educators' Association.

ARTICLE 21 In-service Training

Section 1. The Committee agrees to provide in-service training for the members in accordance with the following:

- a) Regular Education Support Personnel, Special Education Inclusion Personnel and Special Education Self-Contained Support Personnel members will attend teacher in-service sessions or sessions which have been designed specifically for them as determined by the Superintendent (or his/her designee) or their immediate supervisor. These members may also request to attend other conferences, seminars, etc. which are relevant to their job responsibilities by using the "Conference Attendance Request Form", subject to approval by principal/supervisor and superintendent.
- b) In-service for Non-Instructional Support Personnel, Security Support Personnel and Health Support Personnel members will be arranged as needed by the building principal in accordance with their respective tasks/responsibilities.
- c) All Unit D members will participate in the activities planned for the Staff day before the students arrive as assigned by the Superintendent and/or his/her designee. The District will provide Unit D members with professional development during the District's yearly full-day professional staff development day and a minimum of six (6) half (1/2) professional development days.
- d) In the event that an employee anticipates having to leave the in-service prior to its conclusion or is unable to attend an in-service training, the member shall provide their

immediate supervisor with advance notice. It is expressly agreed by the Parties that this change does not apply to and shall have no effect on the work year of health paraprofessionals.

- e) Any member will be allowed to take an approved CPR course whenever it becomes available through the school system during their normal paid workday. Each member will be allowed to repeat the process when certification expires. In no event shall more than ten (10) members participate in any one course offering at any one time. Preference to participate in CPR training as provided under this Article shall be given to all Health Paraprofessionals, and Pre-Kindergarten and Kindergarten employees if required by NAEYC accreditations.
- f) The School Committee agrees to accept input from the Union regarding suggested topics for training for members of the unit. The Committee retains ultimate authority to determine the content and frequency of the professional training. Two representatives from Unit D may serve as full time volunteer members of the District's Professional Development Committee.

Both parties agree that this subsection f has not been followed in the past years. A Professional Development Committee will be formed and actively work together to plan the activities of professional training that will be offered.

- g) Regular Education Support Personnel, Special Education Inclusion Personnel, Special Education Self-Contained Personnel, and Health Support Personnel who have not achieved HQ paraprofessional status will be offered five (5) hours of professional development free of cost designed to help them study for the state paraprofessional test (Para Pro).

ARTICLE 22 Compensation/Longevity

- A. Compensation and longevity shall be affixed in Appendix A and Appendix B.
- B. Experience of less than six (6) months in a school year will not count towards step advancement.
- C. An employee receiving a promotion to a vacant position or to a new position, or an employee moving laterally across the pay scale due to educational or highly qualified status, shall be placed upon the step in the new column that is next higher than the employee's current pay rate. If, however, the step placement does not result in a five hundred dollar annual increase over the employee's existing pay rate, then the employee shall be advanced an additional step on the, new column until such placement results in a minimum of a \$500.00 initial annual increase.
- D. All Regular Education Support Personnel, Special Education Inclusion Personnel, Special Education Self-Contained Personnel and Health Support Personnel will be required to demonstrate attainment of Highly Qualified "HQ" paraprofessional status by June 30, 2018 to receive any additional step or cost of living increase. Existing employees will be notified in writing by July 1, 2016 if they need to achieve HQ status by the June 30, 2018

deadline. The District will reimburse such employee for the cost of one (1) state paraprofessional test (Para Pro) during the 2016-2017 and 2017-2018 contract years. In the event the District opts to hire an employee on or after July 1, 2016 who does not have HQ status, such employee will be allowed two (2) years from the date of hire to achieve such status and will be notified of such in writing upon hire.

ARTICLE 23 Duration

Section 1. The term of this contract shall be three (3) years, from July 1, 2015-June 30, 2018. The terms and conditions of this contract shall remain in effect until a successor contract is signed.

Section 2. Negotiations for a subsequent agreement will commence on or about October 1, 2017 on all items.

Section 3. Upon ratification of this agreement by the parties, the Committee shall reduce this agreement to writing and shall cause to have it typed and reproduced, so that a copy of this agreement will be provided to each individual covered by this agreement within 30 days of ratification.

Section 4. During negotiations, any changes agreed to by both parties shall be written and signed by a representative from each side at the meeting where the agreement takes place. Such changes shall be reviewed at the beginning of the next session to be sure that they are correct.

ARTICLE 24 Substitute Service

Effective July 1, 2009, any support person who is designated by the building principal or his/her designee to substitute in any classroom for an entire work day shall be paid \$45.00 in addition to the employee's regular pay. If a support person is designated to substitute for the teacher in any classroom for a period of three hours or less, s/he shall be paid \$20.00 in addition to the employee's regular pay. If a support person is designated to substitute for the teacher in any classroom for less than a full day but more than three (3) hours s/he shall be paid \$35.00 in addition to the employee's regular pay.

The parties agree to maintain a dialogue around the issue of the subbing policy for paraprofessionals. As of the start of this contract para professionals will be paid according to the agreement when the substitute for a teacher in the classroom. Should the para professional assume the majority of the absent teachers responsibilities, regardless of whether a substitute teacher was brought in, that person will be compensated as if she/he were the teacher for that day.

ARTICLE 25
Family and Medical Leave Act

The Committee will remain in compliance with all Federal regulations including the Family and Medical Leave Act (FMLA). The provisions of the FMLA shall be applicable to all eligible unit members. The option of paid/unpaid leave, shall be up to the employee, if so provided in pertinent articles of this Agreement.

Signatures

IN WITNESS THEREOF, the parties hereto set their hand and seal by their duly authorized representatives on this ____ day of July, 2016.

RANDOLPH SCHOOL COMMITTEE

RANDOLPH EDUCATION ASSOCIATION

Ida V. Gordon

Karen Miller

APPENDIX A
Wages

- A. 1. Effective October 15, 2015 implement the new salary schedule set forth below.
- 2. Employees will be paid any retroactive wages due under the salary schedule implement on October 15, 2015 in a lump sum payable in a separate check at the end of the 2015-2016 contract year.
- 3. Security Support Staff shall be placed on the salary schedule in their column at the lowest step that provides them with an equal or greater annual salary.
- B. Effective July 1, 2016 increase the salary schedule by 2%.
- C. Effective July 1, 2017 increase the salary schedule by 2%.

Effective July 1, 2015

(No change from 2014-2015)

Steps	Cafe / Office	No Degree	Associates Degree	Bachelor's Degree	Special Ed. Assoc. or Bach. Degree	Health No Degree	Health Degree
1							
2	11.83	13.39	14.06	14.75	16.40	17.40	28.09
3	12.18	13.85	14.59	15.37	17.06	17.91	28.91
4	12.62	14.29	15.12	15.96	17.59	18.38	29.65
5	13.89	15.54	16.38	17.25	18.94	19.39	31.29
6	14.13	15.83	16.73	17.58	19.29	20.53	32.84
7	14.33	16.12	16.95	17.82	19.61	21.62	34.57
8	15.22	17.08	17.98	18.91	20.80	23.42	37.42

Effective October 15, 2015

(Restructured)

Steps	Cafe / Office	No Degree	Associates Degree	Bachelor's Degree	Special Ed. Assoc. or Bach. Degree and Security	Health No Degree	Health Degree
1							
2	12.35	13.84	14.57	15.32	16.85	18.97	30.31
3	12.85	14.39	15.15	15.93	17.52	19.73	31.53
4	13.36	14.97	15.75	16.57	18.22	20.52	32.79
5	13.90	15.56	16.38	17.23	18.95	21.34	34.10
6	14.45	16.19	17.04	17.92	19.71	22.19	35.46
7	15.03	16.83	17.72	18.64	20.50	23.08	36.88
8	15.63	17.51	18.43	19.38	21.32	24.01	38.36

Effective July 1, 2016

(2% increase)

Steps	Cafe / Office	No Degree	Associates Degree	Bachelor's Degree	Special Ed. Assoc. or Bach. Degree and Security	Health No Degree	Health Degree
1							
2	12.60	14.11	14.86	15.62	17.19	19.35	30.92
3	13.10	14.68	15.45	16.25	17.87	20.13	32.16
4	13.63	15.26	16.07	16.90	18.59	20.93	33.44
5	14.17	15.87	16.71	17.58	19.33	21.77	34.78
6	14.74	16.51	17.38	18.28	20.11	22.64	36.17
7	15.33	17.17	18.08	19.01	20.91	23.54	37.62
8	15.94	17.86	18.80	19.77	21.75	24.49	39.12

Effective July 1, 2017

(2% increase)

Steps	Cafe / Office	No Degree	Associates Degree	Bachelor's Degree	Special Ed. Assoc. or Bach. Degree and Security	Health No Degree	Health Degree
1							
2	12.85	14.40	15.15	15.94	17.53	19.74	31.54
3	13.37	14.97	15.76	16.57	18.23	20.53	32.80
4	13.90	15.57	16.39	17.24	18.96	21.35	34.11
5	14.46	16.19	17.05	17.93	19.72	22.20	35.48
6	15.04	16.84	17.73	18.64	20.51	23.09	36.89
7	15.64	17.51	18.44	19.39	21.33	24.01	38.37
8	16.26	18.21	19.17	20.17	22.18	24.98	39.91

APPENDIX B
Longevity

<u>Years of Service</u>	<u>July 1, 2015</u>	<u>July 1, 2016</u>
After 5 years	\$275.56	\$300.00
After 10 years	\$407.35	\$450.00
After 15 years	\$543.13	\$600.00
After 20 years	\$814.70	\$900.00
After 25 years	\$1,086.29	\$1200.00

APPENDIX C
Randolph Support Personnel Educator's Evaluation

A. Purpose of Support Personnel Evaluation

The purpose of Support Personnel Educator's evaluation is to assist in promoting student learning, growth, and achievement, through direct instruction or supportive services, by providing: the support personnel with feedback for acknowledgement of performance and improvement; enhanced opportunities for professional growth; and, clear structures for accountability.

B. Definition of Ratings:

- Excellent: Performance consistently and effectively meets and frequently exceeds job requirements.
- Satisfactory: Performance consistently and effectively meets job requirements.
- Needs Improvement: Performance where improvements are needed to meet some significant job requirements.
- Unsatisfactory: Performance does not meet job requirements.

C. Process/Timelines

1. Support personnel staff member shall be evaluated annually by the Principal, Assistant Principal, or other administrator assigned by the Superintendent.
2. The evaluator(s) will meet with support personnel staff member(s) to explain the evaluation document and process by October 1.
3. The evaluator will observe the support personnel staff member at least once between September and February, and again once between February and June. The observations shall take place when the support personnel staff member is performing the main functions of his/her position. The evaluator shall provide feedback to the support personnel staff member within five (5) school days of the observation using the observation form. There shall be no observation of staff prior to the meeting reference at Paragraph C.2, above.
4. Where there is a documented concern, the evaluator completes a mid-cycle support personnel evaluation report by January 15.
5. The evaluator completes an end of year support personnel evaluation report by June 1.
6. If the evaluator assesses the support personnel member as needs improvement or unsatisfactory during the mid-cycle or end of year evaluation, the evaluator must develop a plan for support and/or improvement within ten (10) school days. The support plan must delineate the specific area(s) of need with recommendations for development. This may include but is not limited to, peer observation, and/or direct professional development. The evaluator shall meet with the support personnel staff member after the

plan is in place. Any time the support personnel staff member is required to spend outside of the work day to complete required support plan activities (such as coursework) shall be compensated at the support personnel staff member's hourly rate. Any course work or materials specifically required by the support plan shall be paid for by the District.

7. If the support personnel member receives an overall end of year evaluation that is unsatisfactory, the support personnel member will have sixty (60) school days from receipt of support plan to make significant improvement.
8. After receiving any observation report, mid-cycle evaluation, end of year evaluation, or support plan, the following procedures shall apply:
 - a. The support personnel staff member must sign the report no later than five (5) school days from receipt. The signature shall denote receipt of, not necessarily agreement with, the report.
 - b. The evaluator and support personnel staff member shall meet within five (5) school days of receipt of an end of year evaluation resulting in an unsatisfactory or needs improvement rating or any mid-cycle evaluation. The evaluator or support personnel staff member may, within five (5) school days of receipt of an observation report or an end of year evaluation resulting in a satisfactory or excellent rating, request a meeting, which shall take place within five (5) school days from the request.
 - c. The support personnel staff member may provide comments to the report within ten (10) school days of the receipt of the report, or, if a meeting is requested, within five (5) schools days of the meeting. The comments shall be attached to the report.

RANDOLPH PUBLIC SCHOOLS
 EVALUATION FORM FOR REGULAR EDUCATION SUPPORT PERSONNEL
 SPECIAL EDUCATION INCLUSION PERSONNEL, SPECIAL EDUCATION SELF-CONTAINED
 SUPPORT PERSONNEL

NAME: _____ SCHOOL: _____

DATE: _____ EVALUATOR'S NAME: _____

TITLE: _____

CHECK ONE: MID-CYCLE _____ END OF YEAR _____

Under Direction of the Teacher	Excellent	Satisfactory	Needs Imp	Unsatisfactory
1. Works well with individual or groups of students to adapt approaches to individual learning styles.				
2. Is aware of and alerts the teacher to problems or special information about individual students.				
3. Assists in developing materials and strategies for reinforcing skills.				
4. Maintains a high level of ethical behavior and confidentiality of information about students.				
5. Performs clerical duties and routine classroom procedures efficiently.				
6. Assists teacher in tasks as assigned to support students.				
7. Assists and cooperates in classroom management.				
8. Follows through with assigned responsibilities in a timely manner, and displays organizational skills.				
9. Establishes good rapport with students.				
10. Maintains good attendance and punctuality.				
11. Demonstrates initiative and flexibility in being an integral member of the classroom team.				
12. Accepts direction and supervision in a cooperative manner.				
13. Addresses the needs of students.				
OVERALL RATING				

COMMENTS

SPECIFIC COMMENDATIONS

RECOMMENDATIONS BY THE EVALUATOR

EVALUATOR'S SIGNATURE: _____ DATE: _____

EMPLOYEE'S SIGNATURE: _____ DATE: _____

*Signature of the support personnel staff member indicates receipt, not necessarily agreement

1. Original – HR Date Sent: _____
2. Copy – Principal, Co-Evaluator, Director of Pupil Services, Employee

COMMENTS

SPECIFIC COMMENDATIONS

RECOMMENDATIONS BY THE EVALUATOR

EVALUATOR'S SIGNATURE: _____ DATE: _____

EMPLOYEE'S SIGNATURE: _____ DATE: _____

*Signature of the support personnel staff member indicates receipt, not necessarily agreement

1. Original – HR Date Sent: _____
2. Copy – Principal, Co-Evaluator, Director of Pupil Services, Employee

COMMENTS

SPECIFIC COMMENDATIONS

RECOMMENDATIONS BY THE EVALUATOR

EVALUATOR'S SIGNATURE: _____ DATE: _____

EMPLOYEE'S SIGNATURE: _____ DATE: _____

*Signature of the support personnel staff member indicates receipt, not necessarily agreement

1. Original – HR Date Sent: _____
2. Copy – Principal, Co-Evaluator, Director of Pupil Services, Employee

**RANDOLPH PUBLIC SCHOOLS
OBSERVATION FEEDBACK FORM FOR SUPPORT PERSONNEL**

Name: _____ Observer's Name: _____

Date: _____ Start Time: _____ End Time: _____ School: _____

Observation Notes	
Commendations	
Recommendations	
Any Unusual Circumstances to be noted	

Observer's Signature: _____ Date: _____

Employee's Signature _____ Date: _____

*Signature of paraprofessional indicates receipt, not necessarily agreement