

NORTH MIDDLESEX REGIONAL SCHOOL DISTRICT
Ashby, Pepperell, Townsend, Massachusetts

CONTRACT OF EMPLOYMENT

**CERTIFIED OCCUPATIONAL THERAPY ASSISTANTS
AND PHYSICAL THERAPY ASSISTANTS**

Certified Occupational Therapy Assistants (COTA's) and Physical Therapy Assistants (PTA's) as well as other certified/registered therapy assistants (referred hereafter as "Certified Occupational Therapy Assistant) shall be hired under the following terms of employment.

THIS AGREEMENT, made as of June 24, 2009, by and between Maureen M. Marshall, the Superintendent of Schools, hereinafter referred to as the "Superintendent," and Denise Coalter, hereinafter referred to as "Certified Occupational Therapy Assistant."

I. EMPLOYMENT

The Superintendent hereby appoints and employs Denise Coalter as a Certified Occupational Therapy Assistant in the North Middlesex Regional School District, and the Certified Occupational Therapy Assistant hereby accepts employment on the following terms and conditions:

II. TERM

Subject to the provisions of G.L. c.71, 41 the term of this contract is for two years commencing July 1, 2009, and terminating June 30, 2011. For the purpose of this contract, the anniversary date shall be considered to be July 1 of each year.

III. COMPENSATION

1. Therapy Assistants who work a 7-hour day will have a half-hour lunch break. Therapy Assistants required to work more than 7.0 hours in one day will be paid the regular hourly rate. For required work in excess of 40 hours in one week, the hourly rate will be 1.5 times the regular hourly rate. All overtime work must be with the prior approval of the Superintendent of Schools. This contract can be terminated upon seven (7) calendar days notice by the District, and immediately for disciplinary reasons.
2. Certified Occupational Therapy Assistants hired for a full year will work 180 days.
3. Certified Occupational Therapy Assistants shall be notified in writing on or before June 15 whenever such Assistant is not to be employed for the following school year.
4. Employment is otherwise subject to other applicable School Committee or District policies.

IV. SICK LEAVE

1. Full-time Therapy Assistants will be entitled to 10 sick days per year (Denise Coalter receives 8 days per year). Five days of the allotted annual sick leave may be used for sickness in the immediate family. Immediate family includes spouse, children, parents and parents-in-law. After 5 consecutive days' absence, a doctor's certificate shall be presented to the Supervisor.

V. EXTENDED SICK LEAVE

1. At the end of each year, all of an employee's unused sick leave will be transferred to his/her Extended Sick Leave Bank. Extended sick leave may be accumulated to 135 days. Whenever an employee is out sick for more than five (5) consecutive days, and then only upon certification by a medical doctor as to the nature of the short or long-term illness, the employee may choose to have the time charged against his/her Extended Sick Leave Bank. A doctor's certificate of fitness shall be presented upon return to work if requested by the Superintendent.

VI. PERSONAL LEAVE

1. Therapy Assistants will be eligible for two personal days per school year. It is understood and agreed that personal leave is not vacation time and shall not be used to extend a long (holiday) weekend or vacation period. Personal leave is to be used for transactions that cannot be carried out other than during school hours such as a mortgage closing, a day in court, or bank transactions. Personal leave is non-cumulative and not charged against sick leave.

VII. FUNERAL LEAVE

1. Full-time Therapy Assistants will be allowed up to three (3) consecutive days leave during the contract year, in any case of death in the immediate family. These three days shall be non-cumulative. The term "immediate family" means the employee's spouse, child, father, mother, sister, brother or person actually living in the employee's household.
2. One day (non-cumulative) will be granted in the event of the death of an employee's grandparents, mother-in-law, father-in-law, aunt, uncle, niece, nephew or the grandparents of his/her spouse, if the employee attends the funeral.
3. In neither A nor B will the employee suffer any loss of pay.

VIII. INSERVICE

1. Therapy Assistants will attend district-wide staff meetings and inservice staff development workshops held during the workday.

IX. FRINGE BENEFITS

1. Therapy Assistants will be eligible for medical/hospital and life insurance coverage as granted for other employees. Beginning with the 2006-2007 school year the District contribution will be 80% for the HMO plans.

X. TRAVEL REIMBURSEMENT

1. Therapy Assistants will be reimbursed for travel between district buildings at the same rate as all employees.

XI. PROFESSIONAL LEAVE

1. Therapy Assistants may be granted, at the discretion of the Director of Special Education and Superintendent, not more than two professional days each year for the purpose of attending meetings or conferences of an educational nature.
2. The District will reimburse therapy assistants the reasonable expenses (registration fee) incurred by attending workshops, seminars, conferences or other professional improvement sessions at the request of and/or with advance approval of the Director of Special Education and the Superintendent. The District will reimburse up to a maximum of \$200 in Year 1 and \$400 in Year 2 of this contract.

XII. SALARY

1. Denise Coalter will work 7 hours per day for 144 days with an hourly salary of \$23.88 for 2009-2010 and \$24.48 for 2010-2011.

IN WITNESS WHEREOF, the parties have executed this contract this 25th day of June 2009.

-----//Maureen M. Marshall

Maureen M. Marshall
Superintendent of Schools

-----//Denise Coalter

Denise Coalter
Certified Occupational Therapy Assistant

Attachments: Memo of 9/5/96
Memo of 4/30/98