

MEMORANDUM OF UNDERSTANDING

The Derby Board of Education (hereinafter the “Board”) and the United Public Service Employees Union (UPSEU) Local 424- Unit #124 (hereinafter the “Union”, collectively referred to as the “parties”) are parties to a Collective Bargaining Agreement (hereinafter “CBA”) dated July 1, 2020 through June 30, 2021.

Whereas, the Board contacted the Union with respect to its desire to implement an “Applied Behavior Analysis” (ABA) teaching methodology program. In connection with this program, certain paraprofessionals would be required to receive additional training in the ABA methodology and would fall under a “Registered Behavior Technician” (RBT) classification.

Whereas, current contract language of the CBA in filling vacancies (Article 19.1.B.1) provides in part the following:

‘During the school year, vacant positions and new bargaining unit positions will be posted online and on all applicable school bulletin boards for five (5) work days. The posting will also be sent by certified mail to all individuals on the recall list. The position will be awarded to the qualified employee with the highest seniority, subject to a forty-five (45) day probationary period.’

And Whereas, the Board indicated that due to the significant complexities of the RBT positions, they would want more freedom to consider an applicant’s training, experience, compatibility, and other qualifications in filling RBT positions in order to determine best fit. The Union understood the Board’s position but did not want this to impact current contract language in filling vacant bargaining unit positions outside of the RBT classification.

Now Therefore, the parties agree as follows:

1. An individual hired to work in a “Registered Behavior Technician” assignment will be considered a paraprofessional employee and covered under the current CBA to the extent that the current CBA would apply to such individual pursuant to Article 1 thereof.
2. The Board will recognize the Union as the exclusive bargaining agent for employees ~~assigned~~ hired to work as Registered Behavior Technicians in the future to the same extent that the Union would be the exclusive bargaining agent for such employees pursuant to Article 1 in that such employees shall be considered paraprofessional employee hired to work under a special classification.
3. A Registered Behavior Technician Job Description shall be developed and agreed to by the Board and the Union.
4. Individuals hired to work as Registered Behavior Technicians shall be required to receive specialized training and hold a valid Registered Behavior Technician certificate.

5. Individuals holding a valid Registered Behavior Technician certificate may be required by the Board to work during the months of July and August for the Board's extended school year (ESY) program. If ESY support is needed, the Board agrees to provide notice by May 1.
6. An individual hired to work as a Registered Behavior Technician and holding valid and appropriate certification for such assignment shall receive a stipend of five dollars (\$5.00) per hour for all hours scheduled in addition to the individual's regular hourly rate determined according to such individual's then-current step placement as set forth in Schedule A of the CBA. Such stipend shall be in lieu of any other stipend the individual may otherwise be eligible for under the CBA including, ~~but not limited to,~~ stipends provided for toileting and working in a learning center or Little Raiders University pursuant to Article 4 of the CBA, with the exception of classroom coverage, as noted in #7 below.
7. The stipend shall not apply if an individual holding a valid and appropriate Registered Behavior Technician certification is asked or assigned to classroom coverage in which case, the provisions of Section 4.4. of the CBA shall apply.
8. The Board shall determine the number of Registered Behavior Technician assignments needed to meet the educational interests of the Board. Notices of all vacancies shall be posted in all schools for a period of five (5) working days. The Board shall determine which applicant is best able to fill the assignment(s) in each school. In the event that a position is no longer needed (due to student leaving the district or changes to the IEP), the Registered Behavior Technician may be laid off/eliminated, at the Superintendent's discretion in consultation with the Union. Nothing in this Memorandum of Understanding shall be construed to limit the Board's discretion to hire external applicants with the requisite qualifications, experience, training, and ability to perform the job, but consideration shall be first given to current employees.
9. Current bargaining unit members applying for a Registered Behavior Technician assignment for the 2021-2022 school year must meet the training requirements within one hundred twenty (120) days of assignment as a Registered Behavior Technician and shall not be eligible for the stipend associated with such assignment until completing such training requirements and receiving valid and appropriate certification. The Board shall provide all costs associated with such training if selected to fill the assignment. Failure to obtain or meet the necessary training standards will lead to reassignment as a regular paraprofessional. New hires will be required to meet the training standards as a prerequisite to employment.
10. This Memorandum of Understanding and the terms and conditions set forth herein are specific to the matters raised herein and shall not set a past practice or precedent in future matters.

11. This Memorandum of Understanding shall have no effect on any other provision of the parties 2020-2021 CBA, and all such other provisions shall remain in full force and effect.
12. This Memorandum of Understanding shall remain effective as long as the 2020-2021 CBA remains effective.

In Witness Whereof, The Parties Set Their Hands

For the Board:

Matthew Conway, Superintendent

Date

For the Union:

Samantha Mahan, Unit #124 President

Date

Colleen Ezzo, Labor Representative

Date