

AGREEMENT BETWEEN  
DARTMOUTH EDUCATORS ASSOCIATION  
(EDUCATION SUPPORT PROFESSIONALS)

AND

DARTMOUTH SCHOOL COMMITTEE

SEPTEMBER 1, 2022 – AUGUST 31, 2025

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## **Preamble**

Recognizing that our prime purpose is to provide education of the highest possible quality for the children of Dartmouth, we, the undersigned parties to this Contract, declare that:

- A. Under the law of Massachusetts, the Committee, elected by the citizens of Dartmouth, has final responsibility for establishing the educational policies of the public schools of Dartmouth.
- B. The Superintendent of Schools of Dartmouth (hereinafter referred to as the Superintendent) has responsibility for carrying out the policies so established.
- C. The ESP of the public schools of Dartmouth shares with the Committee, the instructional and administrative staff the responsibility for providing the school children of Dartmouth with services of the highest possible quality consistent with policies established by the Dartmouth School Committee.
- D. Fulfillment of these respective responsibilities can be facilitated and supported by consultations and free exchanges of views and information between the Committee, the Superintendent and the ESP in the formulation and application of policies relating to wages, hours and other conditions of employment for instructional ESPs; and so,
- E. To give effect to these declarations, the following principles and procedures are hereby adopted:

## **Article I Recognition**

In recognition of the fact that teacher assistants play critically important roles in Dartmouth Public Schools, and whose wide scope of job responsibilities range from providing individual academic instruction to supporting students with special needs to performing a myriad of administrative functions, teacher assistants will hereinafter be referred to as Education Support Professionals (ESPs). For the purpose of collective bargaining with respect to wages, hours, standards of productivity and performance, and other conditions of employment, the negotiation of collective bargaining agreements, and any questions arising there under, the Committee recognizes the Association as the exclusive bargaining agent and representative of all ESPs and Special Education Instructional ESPs employed by the Committee.

## **Article II**

### **Grievance Procedure**

**A. Purpose**

The purpose of the procedure set forth hereinafter is to produce prompt and equitable solutions to those problems which from time to time may arise and affect the conditions of employment of the employees covered by this Contract. The Committee and the Association desire that such procedure shall be as informal and confidential as may be appropriate for the grievance involved at the procedural level involved; and nothing in this Contract will be construed as limiting the right of any ESP having a grievance to discuss the matter informally with an appropriate member of the Administration, provided any adjustment of the grievance is not inconsistent with the terms of this Contract.

**B. Definition**

A grievance is defined to be a question, problem or disagreement which arises concerning (1) the interpretation or application of any provision of this Agreement with respect to wages, hours, or working conditions of an employee or employees covered by it, or (2) an alleged violation of any provision of this Agreement.

**C. Procedure**

Since it is important that grievances be processed as rapidly as possible the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement between the Association and the School Committee. In the event a grievance is filed on or after June 1, which, if left unresolved until the beginning of the following school year could result in irreparable harm to a 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.

**Level 1**

The grievance shall be presented, in writing, by the aggrieved employee or the Association to the principal or the immediate supervisor involved. Such grievance shall be presented within ten (10) school days of the occurrence on which the grievance is based, or within ten (10) school days of the date on which the ESP had knowledge or reasonably should have had knowledge of the occurrence. The principal or immediate supervisor will meet with the grievant and/or his representative within five (5) school days after the receipt of the written grievance in an effort to resolve the grievance. If a grievance affects a group or a class of employees without a common supervisor, the Association may submit such a grievance in writing to the Superintendent directly, and the processing of such grievance will be commenced at Level II within the time limits specified above.



### **Level II**

If a satisfactory decision has not been rendered in writing within ten (10) school days after the meeting with the Principal or Supervisors, the grievance may be submitted in writing to the Superintendent within ten (10) school days of the expiration of said ten (10) school days. The Superintendent will meet with the grievant and/or his representatives within ten (10) school days after the receipt of the written grievance in an effort to resolve the grievance.

### **Level III**

If a satisfactory decision has not been rendered in writing within ten (10) school days after the meeting with the Superintendent, the grievance may be submitted in writing to the School Committee within ten (10) school days of the expiration of said ten (10) school days. The School Committee shall meet with the grievant and/or his representatives within fifteen (15) school days of the receipt of the written grievance in an effort to resolve the grievance.

### **Level IV**

If a satisfactory decision has not been rendered in writing within ten (10) school days after the meeting with the School Committee, the Association may submit the grievance to the American Arbitration Association for the arbitration in accordance with the applicable rules of the American Arbitration Association within fifteen (15) school days next following the conclusion of such period of fifteen (15) school days. The award or decision made by the arbitrator shall be final and binding on the School Committee, the Association and the aggrieved employee, provided, however, that no such award or decision shall be inconsistent with any provision of this Contract or in conflict with any applicable law. The expenses of said arbitrator shall be shared equally by the School Committee and the Association.

## **D. Miscellaneous**

1. If at the end of fifteen (15) school days next following the occurrence of any grievance, or the date of first knowledge of its occurrence by the employee affected by it, the group grievance shall not have been presented at Level I of the procedure set forth above, the grievances shall be deemed to have been waived; and any grievance in process under procedures enumerated above shall also be deemed to have been waived if the prescribed action required to present it to the next level in the procedure shall not have been taken within the time specified unless the time limits have previously been extended by mutual agreement.
2. If any employee covered by this Contract shall present a grievance at Level II without representation by the Association, the Association shall be notified, and its representative shall be permitted to be present and be heard at such presentation.

3. No written communication, other document, or record relating to any grievance shall be filed in the personnel file maintained by the School Department of Dartmouth for any employee involved in presenting such grievances.
4. For the period from the close of school in June to the reopening in September, five (5) days shall be added to all time periods in the Article, and all time limits shall be based on calendar days.

### **Article III Salaries**

The salaries of all persons covered by this Agreement are set forth in Appendix "A" which is attached hereto and made a part hereof.

### **Article IV Working Conditions**

1. **Notices and Announcements**  
All bulletins, circulars or directories pertaining to ESPs shall be posted on the bulletin board designated by the Building Principal, in a space thereon reserved for the Dartmouth Educators Association.
2. **Facilities**  
Every ESP will have the use of any furnished lounges and workrooms commonly used by teachers and other employees.
3. **Hours**  
All members of the bargaining unit shall work seven hours per day including a thirty (30) minute lunch period. Within the workday, the ESP shall receive one paid 15 minute break period. While the starting and ending times of the work day may vary, in no instance shall the provisions of the previous two (2) sentences be modified. Additionally, volunteers shall be solicited for positions with non-traditional starting or ending times prior to the assignment of an ESP to such position.
4. **Length of Year**
  - A. With the exception of tutors, the work year for ESPs will be one hundred and eighty-two (182) days.
  - B. No ESP will be expected to work on days other than the day before the opening of school and each day that school sessions are held and one additional day.
  - C. Those ESPs who are asked to and agree to work an extended work year will be paid at their regular rate of pay.



5. **Seniority**

Length of service for any ESP as of the effective date of this Agreement shall commence with said employee's first day of active service as an ESP in the Dartmouth system. Leaves of absence shall not be considered breaks in said consecutive service. Where the total number of years, months and days are equal, seniority shall be determined by lot. By the end of October, a list specifying the order of seniority of each employee shall be prepared by the Committee. Should the Association disagree with the order of seniority as set forth on the Committee list, the Association will have thirty (30) days in which to make said objections known.

6. **Reduction In Force**

In the event the School Committee determines to reduce the number of ESPs in the bargaining unit, the following procedures shall apply.

- A. In determining which ESPs shall be laid off, the following criteria shall be considered: seniority, quality of performance and the needs of the Dartmouth Public Schools.
- B. ESPs dismissed due to reduction in force will be placed on a recall list for the following two complete school years. ESPs on a recall list will be reemployed as vacancies occur based upon the same criteria utilized for layoffs. ESPs on recall lists shall have priority in filling vacancies. No new personnel shall be hired until all appropriate ESPs on the recall list have been offered the vacancy.
- C. Upon return to employment from the recall list, all benefits to which the ESP was entitled at the time of dismissal including unused accumulated sick leave shall be restored.
- D. In the event that the Committee determines to reestablish the eliminated positions, the employees who have been placed on layoff status and who are in recall status shall be notified by certified mail that such a position is available, the employees so notified shall within fourteen (14) days from the date of the receipt of the letter, respond in writing by certified mail of their intention to return or not to return to the school system.
- E. If the ESP is not to be reappointed he/she will be so notified in writing by July 15<sup>th</sup>.

7. **Transfer or Reassignment**

- A. ESPs who desire a change in assignment or who desire to transfer to another building for the next school year shall file a written statement of such desire with the Superintendent of Schools not later than March 15 of the preceding school year.

- B. An ESP being involuntarily transferred or reassigned will be given a reason, upon request. In the case of an involuntary transfer or reassignment, volunteers will be considered.
8. **ESP Vacancies**
- A. When vacancies in a bargaining unit position occur, notice of said vacancies shall be posted at least five (5) central office business days prior to School Committee action, on the bulletin boards used for notices by the faculty, in each school. Written notice of such vacancies shall also be given the Association President at the same time.
  - B. Qualifications, requirements, duties, salaries and other pertinent information shall be included in the notice and will not be changed prior to an appointment unless the President of the Association has been notified in advance of such changes.
  - C. ESPs who desire to fill any ESP vacancy may apply, in writing, to the Superintendent or his designee.
9. **Files**
- A. No material derogatory to the ESP's conduct, service, character or personality will be placed in his/her personnel file unless the employee is sent a dated copy at the same time.
  - B. The ESP will have the right to submit a response to the statement. The ESP's answer will also be included in the file.
  - C. Official grievances filed by an ESP under the grievance Procedure as outlined in this Agreement shall not be placed in the personnel file of the ESP nor shall such grievance become part of any file or record which is utilized in the recommendation for job placement.
10. **Assistance in Cases of Assault**
- A. Principals shall report all cases of assault brought to their attention, suffered by ESPs in connection with their employment to the Superintendent of Schools.
  - B. This report will be forwarded to the Superintendent, and he/she will advise the Committee, which they will comply with any reasonable request(s) from the ESP for information in its possession relating to the incident or portions involved and will act in appropriate ways as a liaison between the ESP and the police and the courts.
  - C. Insofar as required by Chapter 258 of the General Laws of the Commonwealth of Massachusetts, the Committee shall provide indemnification wherever any ESP shall become eligible therefore.



- D. Damage or Loss of Property. An ESP shall report, in writing, any loss, damage or destruction of/to personal property to the Principal immediately upon becoming aware of such loss, damage, or destruction.
  - E. An ESP representative will sit on the Health and Safety Committee as referenced in Article XV, Item C of the DEA Teachers' Contract.
11. Every reasonable effort will be made to avoid requiring bargaining unit members to toilet physically mature members of the opposite sex. Bargaining unit members shall not be required to be involved in any matter involving a student where contact with human blood is possible.
12. When a bargaining unit member is assigned by the administration as a substitute teacher for at least sixty (60) minutes cumulative any day, they shall receive, in addition to their regular compensation, twenty (\$20.00). When a bargaining unit member is assigned by the administration as a substitute teacher for at least three (3) hours cumulative in any day, they shall receive in addition to their regular compensation, forty (\$40.00). When a bargaining unit member is assigned by the administration as a substitute teacher for a full day, they shall receive in addition to their regular compensation, seventy (\$70.00). Whenever a teacher is called from their assignment by the administration and an ESP covers such assignment, the ESP shall be deemed to have been assigned as a substitute teacher for the purposes of this section. Beginning in 2023-2024 school year, a district electronic substitution coverage form for accrued time will be used at all schools and will be submitted for approval at the end of the weekly period. When a bargaining unit member is substituting, they shall remain a member of the bargaining unit and shall maintain all bargaining unit benefits, such as, but not limited to, seniority, leaves of absence, insurance benefits, etc.

## **Article V**

### **ESP Evaluation**

All monitoring or observation of the performance of an ESP will be conducted openly and with full knowledge of the ESP. A formal evaluation will be followed by a conference between the ESP and evaluator, during which the observations of the evaluator will be discussed. The evaluator shall supply a copy of the summative evaluation to the employee within five (5) school days next following such conference. The ESP will have the right to discuss the evaluation with the evaluator. If the initial request is not honored, the ESP has the right to make the request of the supervisor of the evaluator and to meet with him and the evaluator to discuss the report in question. The evaluator and the evaluate will sign each page of evaluation documents prior to their inclusion in the ESP's personnel file with the express understanding that the ESP's signature in no way indicates agreement with the contents of the evaluations.

An evaluation system shall be adopted by the School Committee after consultation with the Association. Document attached.

## **Article VI**

### **Use of School Facilities**

- A. The Association will have the privilege of using school buildings for meetings without rental fees but will be responsible for other fees involved. Application for the building will be made through the School Principal or other procedures that may be adopted by the School Committee.
- B. There will be a bulletin board in each faculty room of each school building, and said bulletin board will be available to the officers of the Association or their designees (and the Administration) for displaying notices, circulars, and other professional materials. The source of the material, notices, etc., must be readily identifiable. Copies of all such material will be offered to the building principal.
- C. Officers of the Association or their designees may place notices, circulars and other material in teachers' mailboxes. The material must bear the signature or stated endorsement of an authorized representative of the Association. Copies of all such material will be given to the building principal.

## **Article VII**

### **Sick Leave**

- A. ESPs will be entitled to fifteen (15) sick leave days. Exception: In the case of an ESP joining the Dartmouth staff for the first time and who does not report on the first official day of school because of illness, such sick leave will not become effective until the person actually starts work. The accumulation of sick leave days shall be unlimited. During the school year, if an ESP does not use any sick leave or family illness leave days, that ESP will receive a four hundred-dollar (\$400) bonus.
- B. Each ESP shall receive, prior to the opening of school in September, a notice giving the number of days sick leave which he or she has accumulated up to that time.
- C. Bargaining unit members shall be permitted to participate in the Sick Leave Bank which exists pursuant to the provisions of Article XVII, Section E of the Collective Bargaining Agreement between the Committee and the Association covering teachers. Their participation shall be governed and controlled by the rules and regulations set forth in said Article XVII, Section E.
- D. Upon termination of service after ten (10) years of employment, an ESP shall be paid twenty-five dollars (\$25.00) per day for each of their first fifty (50) days of



unused, accumulated sick leave, and forty dollars (\$40.00) per day for each of their next one hundred (100) days of unused, accumulated sick leave.

### **Article VIII Temporary Leaves of Absence**

- A. ESPs will be entitled to the following temporary leaves of absence with pay each school year:
1. A total of two (2) days for personal, legal, business, household or family matters which cannot be taken care of other than during school hours and provided that, except in emergency situations, advance notice is given to the Superintendent. This provision is not intended for recreational purposes nor for the pursuit of outside occupations. Unused personal days may accumulate from year to year to a maximum of five (5). Accumulation of unused days shall take place on the basis of one per year until the maximum number is reached.
  2. Four days for each death in the immediate family or a member of your immediate household (not considered sick leave) will be allowed without loss of pay. The immediate family to be considered as parent, child, spouse, grandparent, grandchild, stepchildren, stepparents, and in-laws of the employee or their spouse. For the purpose of this section, step relations will be considered to be the same as blood relations.
  3. One (1) day for each death of a member of the family not considered as listed above or for the death of a friend. This provision shall apply to the death of a friend only once per school year.
  4. Up to three (3) days for illness or health related needs of the ESP's family. Additionally, bargaining unit members may also use ten (10) of their own accumulated sick leave days per year for illness or health related needs of their family. Medical documentation may be required after three (3) consecutive days.
  5. A maximum of ten (10) days per school year will be allowed persons called into temporary active duty of any unit of the U.S. Reserves or the State National Guard, provided such obligations definitely cannot be fulfilled on days when school is not in session. ESPs will be paid the difference between their regular pay and the pay which they receive from the State or Federal Government.
  6. Up to three (3) days for religious observance if said prohibits the ESP from working on said day.



7. For days required to serve on Jury Duty. In cases where the ESP receives compensation for Jury Duty, the ESP shall be paid the difference between regular compensation from the Dartmouth Public Schools and the compensation received from Jury Duty. Travel allowance is not considered compensation paid by the court. ESPs will try to have jury duty scheduled when school is not in session.
  8. Up to five (5) days per year when required by subpoena to appear in court for actions wherein the ESP is not the defendant.
  9. Leaves taken pursuant to Section A will not be subtracted from sick leave.
- B. ESPs will make their requests of the Principal/Superintendent or designee as far in advance as possible. In emergency situations, a telephoned request will be followed by a letter for the record.

## **Article IX**

### **Extended Leaves of Absence**

#### **A. Parental Leave**

1. The parties acknowledge and recognize the Family Medical Leave Act, 29USC Chapter 28 (FMLA) and the Massachusetts Parental Leave Act, MGL c. 149 Section 105D (MPLA). All parental leaves of absence shall be in compliance with said laws, where appropriate.
2. A parental leave of absence without pay for a period of up to two years shall be granted to a bargaining unit member upon the birth of her/his child, or upon the adoption of a child, or upon assuming the legal responsibility for the care and/or support of a child.
3. To the extent the bargaining unit member has accrued sick leave, up to twelve weeks sick leave pay may be accessed during any such leave, provided however, if 2 bargaining unit members take leave to care for the same child, only a total of twelve weeks accrued sick leave pay may be accessed between them.
4. A bargaining unit member on parental leave shall notify the Superintendent in writing of her/his intention to return to school as follows:
  - a) For leave of eight weeks or less, no later than four weeks prior to the termination of the leave; and
  - b) For leave of more than eight weeks, a bargaining unit member shall be restored to her/his regular position in the September or the mid-term, whichever occurs first, following one year from the

commencement of the leave, provided the bargaining unit member notifies the Superintendent in writing by March 15th or within four weeks prior to the termination of the leave, whichever occurs first. If a bargaining unit member elects not to return at that time, she/he may return at a subsequent September or mid-term period (up to 2 years from the time of the commencement of her/his leave), provided a position for which the member is qualified is available. If no position is available, she/he shall be assigned to the first available vacancy for which she/he is qualified regardless if the period extends beyond 2 years limitation previously set forth in this section.

5. A bargaining unit member who is on parental leave shall not be entitled to accrue paid sick leave or other benefits during the period of such leave. The parties agree to abide by the decisions of the United States Supreme Court interpreting the Constitution and Federal Laws and regulations established under such laws regarding usage of sick leave for parental leave purposes. Upon return from parental leave, the bargaining unit member shall advance to the next step of the Salary Schedule if she/he had been in active employment status for at least 91 days of the school year in which the leave commenced.
- B. An ESP who adopts a preschool child shall, upon request, be allowed an unpaid leave of absence of one (1) year for the purpose of child rearing for the year immediately following the adoption. In the event the leave of absence would expire during a school year, the ESP may not return during the school year without the approval of the Superintendent of Schools. If the Superintendent does not approve a return to school during a mid-year, the ESP shall be reinstated the following September.
- C. Special unpaid leave for the purpose of caring for a newborn infant shall be granted to a non-child bearing ESP, provided the ESP is the parent of the child or has the legal responsibility of the care and/or support of the child. Such leave shall be for a period of one (1) school year and begin on September 1.
- D. A leave of absence without pay or increment of up to one (1) year will be granted to an ESP for the purpose of caring for sick members of the ESP's immediate family. The Committee has the right to ask the ESP to furnish appropriate medical evidence.
- E. An ESP may be granted a leave of absence, without pay or increment, for up to one (1) year for health reasons. Requests for such leave will be supported by appropriate medical evidence.
- F. Any ESP whose personal illness extends beyond the time compensated by sick leave will, upon furnishing appropriate medical evidence, be granted a leave of



absence, without pay or increment, for up to a remaining portion of the current school year.

- G. Other leaves of absence may be granted by the Committee.
- H. All benefits to which an ESP was entitled at the time her leave of absence commenced, including unused accumulated sick leave, will be restored to her upon her return, and she will be assigned to the same position which she held at the time said leave commenced, if available, or if not, to a substantially equivalent position for which she is fully qualified, if available.
- I. All requests for extensions or renewals of leaves will be applied for and reacted to in writing.
- J. By March 15 of each calendar year, all leave of absence personnel must communicate in writing to the Superintendent of Schools their intent to return for the next school year, their intent not to return for the next school year, or their request to extend their leave. Failure to notify shall be considered as a termination.
- K. A leave of absence without pay or increment up to one (1) year will be granted to an employee for the purpose of caring for a sick member of the employee's immediate family. The Superintendent may ask the employee to furnish appropriate evidence.

## **Article X**

### **Insurance, Annuity and Credit Union**

- 1. The Town of Dartmouth will pay the maximum percentage permitted by Town Meeting enactment or referendum of the cost of the following types of insurance coverage.
  - a. A term life insurance plan of the type presently available to Town Employees.
  - b. Individual or family coverage, whichever applies in the particular case, for Blue Cross and Blue Shield or any other suitable carrier selected by the Town of the type presently available to Town Employees.
- 2. In the event an ESP resigns from the School System after June 1 but prior to September 1, Blue Cross Blue Shield coverage will end with contract termination. An ESP may continue coverage at full cost if available and if he/she so desires "Cap" – COBRA.



3. ESPs will be eligible to voluntarily participate in a "tax sheltered" Annuity Plan established pursuant to M.G.L. c.71, §78 and in the Credit Union on a payroll deduction basis.

## **Article XI**

### **Dues Deduction**

- A. The Committee agrees to deduct from the salaries of its employees dues for the Dartmouth Educators Association, Massachusetts Teachers Association, National Education Association, as said ESPs individually and voluntarily authorize the Committee to deduct and to transmit the monies promptly to such Associations. ESP authorization shall be the signed form provided by the Massachusetts Teachers Association.
- B. The Dartmouth Educators Association named in Section A will certify to the Committee in writing the current rate of membership dues. The Committee will be given thirty (30) days' written notice prior to the effective date of any change in membership dues.
- C. Deductions shall be made weekly from September until June.
- D. No later than October 15 of each year, the Committee will provide the Association with a list of those employees who have voluntarily authorized the Committee (such authorization to be stated prior to September 30) to deduct dues for any of the Associations named in Section A above. The Committee will notify the Association monthly of any changes in said list. Any ESP desiring to have the Committee discontinue deductions she has previously authorized must notify the Committee and the Association concerned in writing by September 30 of each year for that school year's dues.
- E. The Association shall indemnify and save the Committee and/or the Town harmless against all claims, demands, suits or other forms of liability which may arise by reason of any action taken in making deductions and remitting the same to the Association pursuant to this Article.
- F. It is agreed that the School Committee accepts payroll deduction for the purpose of the Credit Union.
- G. In accordance with the provisions of Massachusetts General Laws, Chapter 150E, Section 12, all members of the bargaining unit who are not paying dues to the Association shall, as a condition of continued employment, pay to the Association, the exclusive bargaining agent and representative, an agency fee commensurate with the cost of collective bargaining and contract administration. The terms of this provision shall be subject to controlling law.

- H. ESPs shall be eligible for voluntary payroll deductions for United States Savings Bonds.

## **Article XII School Committee Rights**

Nothing in this Agreement shall be deemed to derogate from or impair any power, right or duty heretofore possessed by the School Committee except where such right, power, or duty is specifically limited by this Contract.

## **Article XIII General**

- A. There will be no reprisals of any kind taken against any ESP by reason of her membership in the Association or participation in its activities.
- B.
  - 1. If negotiation meetings between the Committee and the Association are scheduled during a school workday, appropriate representatives of the Association will be relieved from all regular duties without loss of pay as necessary in order to permit their participation in such meetings.
  - 2. Should a grievance reach arbitration and should it become necessary for a school representative, member of the PR&R Committee, or other representative designated by the Association to attend a hearing called by the Committee during a school day, the representative will, upon notice to the representative principal or immediate superior and to the Superintendent by the Chairman of the PR&R Committee, be released without loss of pay as necessary in order to attend said hearing. Any ESP whose appearance in such hearings as witness is necessary will be accorded the same right.
- C. ESPs will be entitled to full rights of citizenship, and no ESP will be disciplined or discriminated against with respect to professional employment because of her exercise of such rights.
- D. The Committee will, upon request, provide the Association with any non-personal public documents which will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the ESPs, together with any other available information which may be necessary for the Association to process grievances under this Agreement. Similarly, the Association agrees to provide the same to the Committee when requested to do so.



- E. As soon as possible after official School Committee meetings, the Administration will make available to the Association accepted and released copies of minutes of such meetings and all other printed materials that are made available to the public and distributed at such meetings. A copy of the official agenda of any upcoming meetings, and any attached documents of a public nature, shall be transmitted to the President of the Association (or her designee) prior to said meetings.
- F. The Association will notify the Superintendent of all upcoming meetings it may have for its full membership. Agendas will be made available as will copies of all printed material of a public nature distributed to its membership. The Association will notify the Superintendent of any upcoming meeting for the full faculty of any given school or schools.
- G. One hundred (100) copies of this Agreement will be printed at the joint expense of the Committee and the Association. Seventy (70) copies will be given to the Association and thirty (30) to the Committee.
- H. This Agreement constitutes a part of Committee policy for the term of said Agreement, and the Committee and Association will carry out the commitments contained herein and given them full force and effects as Committee and Association policy. The Committee will amend its Administrative Regulations and take such other action as may be necessary in order to give full force and effect to the provisions of this Agreement.
- I. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.
- J. The Association shall furnish the Superintendent with a list of its officers and members of the Professional Rights and Responsibilities Committee and shall, as soon as possible, notify the Superintendent in writing of any change herein.
- K. The Committee shall furnish the Association with the names of any person or persons empowered by it to conduct negotiations with the Association.
- L. This Agreement is subject to all applicable Federal, State, and Local Laws now or hereafter in effect and to rulings of the Massachusetts Board of Education having the effect of law.
- M. Association representatives shall be granted, at the discretion of the Superintendent, time necessary, up to a total of seven (7) days to attend to any legitimate union business. The names of all representatives will be submitted to the Superintendent as soon as practicable and under normal circumstances not later than two (2) weeks



prior to the date of the conference or convention. The Superintendent will not exercise his discretion unreasonably.

- N. The salaries of all employees in the bargaining unit shall be annualized and paid to said employees in equal installments on a weekly basis throughout the school year. Additionally, the Committee will make every reasonable effort to insure that all deductions taken from employee salaries shall be taken in equal installments from each paycheck.
- O. In annually rehiring ESPs, the Committee shall give consideration to current ESPs for available positions. The final decision, however, is that of the Committee and shall not be subject to the grievance procedure.
- P. ESPs who are required to travel as part of their job responsibilities shall be reimbursed for all such travel at the prevailing town mileage rate.
- Q. The Committee will pay reasonable expenses including registration fees and transportation incurred by ESPs who attend workshops, seminars, conferences, or other specialized professional development with prior approval of the Superintendent or designee.

Three (3) types of professional development shall be available for ESPs:

- 1. At the request of the ESP, principal or special education administrator, and with prior approval by the Superintendent or designee, a bargaining unit member may attend workshops or conferences that directly pertain to their assignment and the needs of the students they serve. Reasonable expenses incurred in connection with such attendance shall be paid pursuant to the first paragraph of this section.
- 2. With prior approval by the Superintendent or designee, bargaining unit members who are subject to Teacher Recertification requirements, at administrative discretion or request, may attend district sponsored professional development activities which provide PDP's and assist members in meeting said recertification requirements.
- 3. The District will sponsor professional development directly related to the roles of ESPs.

Complete descriptions of all professional development offered by the district will be made available to ESPs.

- R. Upon execution of this Agreement and all subsequent successor Agreements to this Agreement, when said Agreement is presented to the Association members in its final revision, they shall also receive a copy of the current job description for their position.

S. If an ESP should be injured on the job and such injury prevents her from working, the Committee shall pay the difference in her pay not covered by Workman's Compensation. This difference in gross pay shall come from the ESP's accumulated sick leave.

T. Protection

1. ESPs will immediately report in writing to their immediate superior for transmission to the Superintendent of Schools all cases of assault suffered by them in connection with their employment.
2. This report will be forwarded to the Committee, which will comply with any reasonable request from the ESP for information in its possession relating to the incident or to the persons involved, and will act in appropriate ways as liaison between the ESP, the police and the courts.
3. If criminal or civil proceedings are brought against a ESP alleging that he committed an assault in connection with his employment, the Committee may furnish legal counsel to defend him in such proceedings if she requests such assistance. If the Committee does not provide such counsel and the ESP is exonerated, then the Committee will reimburse the ESP for reasonable counsel fees incurred by him.
4. If a ESP is exonerated from any responsibility with respect to acts referred to in "1" above, she shall not suffer loss of any professional advantage because of time lost due to such acts.

U. Public monitoring systems (e.g. Building cameras) shall not be used for evaluation purposes.

**Article XIV**  
**Just Cause**

No ESP shall be disciplined except for just cause. This provision applies only to acts of misconduct and does not include actions taken by the Committee related to the ESP's job performance.

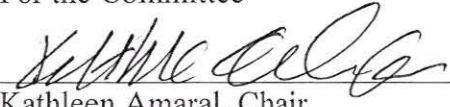
**Article XV**  
**Duration**

The provisions of this Agreement shall be effective on September 1, 2022 and will continue in full force and effect through August 31, 2025.

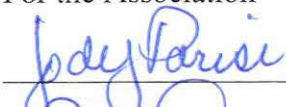
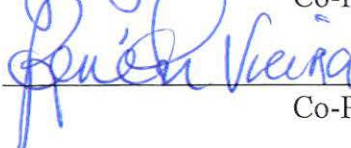
IN WITNESS WHEREOF, the parties to this Agreement have caused these presents to be executed by their agents hereunto duly authorized, and their seals to be affixed hereto, as of the date first above written.

DATE: September 11, 2023

For the Committee

  
Kathleen Amaral, Chair

For the Association

  
Co-President  
  
Co-President



## Appendix A

### Health Insurance

The Town of Dartmouth through the Dartmouth School Committee will offer the following health insurance plans to bargaining unit members:

- PPO
- HMO
- HMO High Deductible HSA

Plan	Employer	Employee
PPO	54%	46%
HMO – Year 1 only	54%	46%
HMO – beginning in Year 2	56%	44%
HMO High Deductible	60%	40%

The Town will make annual contributions to the HSA of employees enrolled in the HMO High Deductible Plan as follows:

- Individual Plan: five hundred dollars (\$500)
- Family Plan: one thousand dollars (\$1,000)

The Town contribution to the HSA of employees enrolled in the HMO High Deductible Plan shall be made incrementally in equal installments by pay period.

### Salary Schedule

#### 1. ESPs (Annual)

Step	2022-2023 (7.5%)		2023-2024 (3.0%)		2024-2025 (4.0%)	
	Non-Degree	Bachelor	Non-Degree	Bachelor	Non-Degree	Bachelor
1	\$20,543.25	\$20,693.90	\$21,159.55	\$21,314.72	\$22,005.93	\$22,167.31
2	\$21,967.58	\$22,200.41	\$22,626.61	\$22,866.42	\$23,531.67	\$23,781.07
3	\$24,350.60	\$24,597.12	\$25,081.12	\$25,335.03	\$26,084.36	\$26,348.43
4	\$25,240.81	\$25,487.33	\$25,998.03	\$26,251.95	\$27,037.95	\$27,302.03
5	\$26,089.93	\$26,322.75	\$26,872.63	\$27,112.43	\$27,947.54	\$28,196.93
6	\$27,911.43	\$28,157.95	\$28,748.77	\$29,002.69	\$29,898.72	\$30,162.80

### ESPs (Hourly)

Step	2022-2023 (7.5%)		2023-2024 (3.0%)		2024-2025 (4.0%)	
	Non-Degree	Bachelor	Non-Degree	Bachelor	Non-Degree	Bachelor
1	\$16.13	\$16.24	\$16.61	\$16.73	\$17.27	\$17.40
2	\$17.24	\$17.43	\$17.76	\$17.95	\$18.47	\$18.67
3	\$19.11	\$19.31	\$19.68	\$19.89	\$20.47	\$20.69
4	\$19.81	\$20.01	\$20.40	\$20.61	\$21.22	\$21.43
5	\$20.48	\$20.66	\$21.09	\$21.28	\$21.93	\$22.13
6	\$21.91	\$22.10	\$22.57	\$22.76	\$23.47	\$23.67

Any and all bargaining unit members, employed as of the execution date of this Agreement, shall be exempt, for the term of their employment, from any requirement to acquire a Bachelor's Degree. Those bargaining unit members with Bachelor's degrees, who present evidence of such degree by December 31<sup>st</sup> of the current year, shall be placed on the Bachelor's column for the remainder of the school year; otherwise, presentation of evidence by August 15<sup>th</sup> shall place the employee on the column for the upcoming school year.

#### 2. Longevity

10 years	\$1,300
15 years	\$1,500
20 years	\$1,600
25 Years	\$1,700
30 Years	\$1,800

Longevity payments shall be paid in one lump sum during the first week of December.

Retiring and separating ESPs who given notice by May 1<sup>st</sup> will receive the longevity payment earned during their last year of employment in June.

#### 3. Vacation

After completion of five (5) consecutive years of service in the Dartmouth School System, bargaining unit members shall receive five (5) days paid vacation. Such vacation must be taken between Christmas Day and New Year's Day, each year. Payment for such vacation time will be made in a lump sum during the second week in January each year.

#### 4. Stipends

Job Title/Role	Stipend
ESP-LPN (One-to-one)	\$ 8000.00
ESP-RBT	\$ 8000.00
ESP-SLPA	\$ 8000.00
ESP-LPN (Nurse's Office)	\$10,000.00

ESPs whose primary assignment is in a special education program classroom (including PALS, PASS, and Integrated preschool classrooms will receive a \$1,000 stipend. If an ESP is relocated from such a classroom, or if the classroom designation is changed, the stipend will be stopped and pro-rated.

5. An ESP who assists with daily living skills such as toileting, where he/she physically bathrooms or changes a student's clothing for toileting, shall receive a stipend of one thousand dollars (\$1,000). The stipend will apply to ESPs in pre-K classrooms and special education program classroom who support students requiring this type of assistance on a regular basis. The stipend shall be paid at the end of the school year. Should the student no longer need assistance with ADL services, the stipend will be stopped and pro-rated.

ESPs will receive training relating to universal precautions and will be provided with all material for universal precautions.

#### COVID-19 Premium Pay

6. A Dartmouth Education Association member employed as of September 1, 2020 and currently remaining employed as of the date of this agreement, shall be paid a one-time, lump sum payment of one thousand five hundred dollars (\$1,500). Funding for the COVID-19 Premium Pay will be allocated from the Dartmouth Public Schools ESSER III grant allocation. Funding is subject to approval of a grant amendment to the ESSER plan by the Massachusetts Department of Elementary and Secondary Education as required by Federal Grant Programs Monitoring.

This payment is made to support retention of staff and is in recognition of ongoing efforts to maintain the operation of and continuity of services and to mitigate the impact of learning loss resulting from the COVID-19 pandemic.