



AGREEMENT Between the
HAMILTON-WENHAM REGIONAL SCHOOL COMMITTEE and the
HAMILTON-WENHAM REGIONAL EDUCATION ASSOCIATION

July 1, 2023 – August 31, 2026

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Hamilton-Wenham Regional Education Association
COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE
HAMILTON-WENHAM REGIONAL EDUCATION ASSOCIATION
AND THE
HAMILTON-WENHAM SCHOOL COMMITTEE

Article 1: Recognition, Management Rights

1.1 The Hamilton-Wenham Regional School Committee (hereinafter referred to as "the Committee") recognizes the Hamilton-Wenham Regional Education Association (hereinafter referred to as "the Association") as the sole and exclusive bargaining representative (as certified in MCR-23-9797), as provided by Chapter 150E of the General Laws of the Commonwealth of Massachusetts for all full-time and regular part-time Education Support Professionals ("ESP"s) employed by the Committee, excluding all managerial/confidential employees, and other school employees.

1.2 In recognition of the fact that the laws of the Commonwealth of Massachusetts vest in the Committee and/or the Superintendent of Schools responsibility to the people of the towns of Hamilton and Wenham for the quality of education in, and the efficient and economical operation of the Hamilton-Wenham Regional School District, it is herein agreed that except as specifically and directly modified, amended, or abridged by expressed language in a specific provision of this Agreement, the Committee and/or the Superintendent of Schools retains all rights and powers that it has or may hereafter be granted by law and may lawfully exercise the same at its discretion without such exercise being made the subject of a grievance or unfair labor practice charge. These rights include, but are not limited to, the right to direct and conduct the educational affairs of the District and its schools, programs and departments; to determine the organization, location and number of ESPs; to direct, train (including mandatory professional development programs), supervise and evaluate staff; to assign work; to interpret and modify job descriptions; to set and/or modify the daily and yearly school schedule; to layoff ESPs; to relieve ESPs of their duties due to incapacity; to approve leaves, including the placement of ESPs on administrative leave (with pay); to make, amend and enforce reasonable rules, regulations, operating administrative and safety procedures; and to institute technological changes and revise processes, systems or equipment.

1.3 The Association shall have the right to:

1. Association Activity - There shall be four (4) Association days available to the Association for its authorized Association business, conferences, legislative hearings and conventions. The Association shall normally give twenty-four (24) hours' notice of intention to take an Association day to the appropriate Principal. The Association agrees to contact substitutes and to reimburse the District for substitute wages.

2. Relevant Documents: The District will, upon written request, provide the Association with such relevant documents as will reasonably assist the Association in developing intelligent, accurate, current, informed and constructive programs on behalf of the teachers and their students.
3. Relevant Materials: The Superintendent, upon written request, will provide the Association with reasonable and relevant material as required by G.L. c. 150E as is necessary to enable the Association to fully protect the rights of its ESPs and to interpret and police this Agreement. The written request will contain a list of the information, document or evidence required, the form in which it is requested, and the issues to which the information is relevant. The District reserves the right to refuse to offer information to the Association if the District considers such information privileged or confidential.

1.4 Severability: If any Article or section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or section should be restrained by such tribunal, the remainder of this Agreement will not be affected and will remain in full force and effect.

Article 2: Hours of Work, Work Year

2.1 Hours; Work Year: The normal workday shall be seven (7) hours per day (except Wednesdays), including a one half-hour unpaid lunch; provided that if the District modifies the “half day” Wednesday schedule for students, ESPs’ Wednesday schedules will be similarly modified. The normal work year for ESPs shall be one-hundred and eighty-two (182) days.

2.2 Year & Calendar:

1. ESPs will work the instructional year as established by the Hamilton-Wenham Regional School Committee, including days added for professional development at the beginning, during, or at the end of the school year if professional development is provided to ESPs. In that case, the first day of work for ESPs may be before Labor Day.
2. Prior to December 1, the Superintendent will make arrangements with the Association for discussion of the ensuing two school years. The exact school days to be included in the school year shall be determined whenever possible by the mutual consent of the Committee and the Association. However, in the absence of mutual consent, it is the responsibility of the Committee to determine the calendar.

2.3 Meetings: If the ESP is required by the administration to attend afternoon or evening meetings, attend team meetings, parent conferences, morning/afternoon monitoring of students, participate in the workshops or related course work outside of their regularly scheduled hours, the ESP will be paid for that time at their regular hourly rate.

2.4 Duty-Free Lunch: All ESPs who are scheduled to work more than six (6) hours per day shall receive a thirty (30) minute, unpaid, duty-free lunch period. Under normal circumstances, the lunch

period will be scheduled during one of the scheduled lunch periods. Middle School ESPs who supervise the Middle School lunch period in the cafeteria may be assigned to take their lunch break after the Middle School lunch period.

2.5 Assignment: ESPs will be notified in writing no later than June 20 of their anticipated building assignment for the following year. ESPs will be notified at least fourteen (14) calendar days prior to the first day of school of their specific grade level/program assignment. Building and grade level/program assignments are subject to change based upon the District's needs.

Article 3: Grievance Procedure

3.1 Purpose: The purpose of the procedure set forth hereinafter is to produce prompt and equitable solutions to each and every grievance. All grievances will be handled as provided in this Article. The parties agree that such procedure shall be kept as informal and confidential as may be appropriate for the grievance involved at the procedural level involved.

In order to ensure the ability of ESPs to pursue freely their rights under this Article, the Committee agrees that no reprisals of any kind will be taken by the School Committee or by any ESP of the administration against any party in interest, any ESP of the Association or any participant in the grievance procedure by reason of such participation.

3.2 Definitions: The following definitions shall apply for purposes of this Agreement:

- A. A "grievance" shall mean a complaint by a ESP (or, in the case of a group or class grievance, a group or class of ESPs) that, as to such ESP(s), the Committee has interpreted and applied this Agreement in violation of an express provision hereof.
- B. An "aggrieved ESP" shall mean the ESP(s) or the Association making the complaint on behalf of a ESP(s)

3.3 Time Limits: Since it is important that all grievances be processed as rapidly as possible, the number of days indicated at each level is to be considered as maximum and every effort should be made to expedite the process. The time limits specified may be extended only by prior mutual agreement in writing. "Days", as used in this Article, shall mean school days from the first workday through May 31 and calendar days (Monday through Friday) during the period June 1 through August 31.

If an ESP or the Association does not present the grievance within twenty (20) days after the grievants first knew or reasonably should have known of the act or condition on which the grievance is based then the grievance shall not be subject to the grievance procedure or to arbitration under this Article. A grievance which is not pursued within this time limit at any stage of this grievance and arbitration procedure shall be deemed waived and shall not thereafter be subject to the grievance procedure or to arbitration under this Article. In the event a grievance is filed on or after April 1, the time limits set forth herein may be reduced by written agreement between the

parties so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

3.4 Representation: Nothing in this Agreement shall prevent any ESP from individually presenting any grievance without the intervention of the Association, provided the adjustment is not in violation of the terms of this Agreement and provided further that the Association may be present at grievance meetings and state its position on the grievance. The ESP may be represented at any or all stages in the grievance procedure by a person of their own choosing, except that they may not be represented by a representative or an officer of any organization other than the Association.

3.5 Grievance Procedure

- A. Principal/Immediate Supervisor Level - The aggrieved ESP must first present the grievance either orally or in writing to the principal of their school or to their next immediate supervisor, not a ESP of this bargaining unit, within twenty (20) days after the ESP first knew or reasonably should have known of the act or condition on which the grievance is based. The principal, supervisor, or designee shall meet with the aggrieved ESP to discuss the grievance and shall provide a decision in writing within five (5) days after the presentation of the grievance at this level.
- B. Superintendent Level - If the grievance is not settled at the preceding level, the grievance may be presented, in writing, to the Superintendent within five (5) days after the receipt of the decision in the preceding level. The specific nature of the complaint and the contract provisions alleged to have been violated shall be included at this time. The Superintendent or their designee shall meet with the aggrieved ESP, within five (5) days after receipt of the written grievance by the Superintendent, to discuss the grievance. The Superintendent or their designee shall issue a written decision within (five) 5 days after the conclusion of such meeting.
- C. Committee Level - If the grievance is not settled at the preceding level, the grievance may be presented to the School Committee by giving written notice to the Superintendent within five (5) days after the receipt of the decision in the preceding level. The Committee or its subcommittee shall meet with the aggrieved ESP and the Committee or its subcommittee shall issue a written decision within fifteen (15) days after receipt of such written notice.
- D. Appeal to Arbitration - If the grievance is not settled at the preceding level, the Association may submit the grievance to arbitration in accordance with Section 3.6. The Association President shall give written notice to the Committee, care of the Superintendent, of such decision no later than (10) days after receipt of the decision by the Committee in the preceding level.

3.6 Arbitration: In the event the Association submits a grievance to arbitration, the arbitrator shall be selected according to, and shall be governed by, the procedure set forth in this section.

- A. Selection of Arbitrator - Within ten (10) days after receipt of notice of submission to arbitration, the Committee or its designee and the Association will endeavor to agree upon a mutually acceptable arbitrator and to obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain a commitment to serve, the grievance may be referred to the American Arbitration Association by the Association within twenty (20) days after receipt of the notice of submission to arbitration. In such event, the

arbitrator shall be selected in accordance with the rules of the American Arbitration Association applicable to voluntary labor arbitrations. The School District and the Association shall share equally in compensation and expenses of the arbitrator.

- B. Question of Arbitrability - Questions of Arbitrability are not waived and may be raised by either party in arbitration or in any other appropriate forum.
- C. Conduct of Arbitration - Any arbitration hereunder shall be conducted in accordance with the rules of the American Arbitration Association applicable to voluntary labor arbitrations, subject to the provisions of this Agreement.
- D. Arbitrator's Function and Authority - The function of the arbitrator is to determine the interpretation and application of specific provisions of this Agreement. There shall be no right in arbitration to obtain, and no arbitrator shall have any authority or power to award or determine any change in, modification or alteration of, addition to, or detracting from any of the provisions of this Agreement. In reaching their decision, the arbitrator shall be subject to the principle that there are no restrictions intended on the rights or authority of the Committee other than those expressly set forth herein. The arbitrator shall not issue a decision contrary to state or federal law.
- E. The decision of the arbitrator, if within the scope of their authority and power under this Agreement, shall be final and binding upon the Committee, the Association, and the ESP(s) who initiated the grievance, subject to the limited bases for appeal under G.L. c. 150C.
- F. Each party shall bear expenses incurred by it, and expenses of arbitration incurred jointly shall be borne equally by the Association and the District.

3.7 Other:

- A. If a decision at any level is not provided within the time limit specified, the grievance shall be deemed denied on the day the decision was due and shall be qualified to be taken to the next higher level.
- B. Decisions, rendered at all levels, shall be in writing and will be transmitted promptly to all parties in interest including the President of the Association.
- C. All documents, communications and records dealing with the processing of the grievance will be filed separately from the personnel files of the aggrieved ESPs, unless required by law.
- D. If a grievance affects a group or class of ESPs, the Association may directly submit such grievance in writing at the Superintendent level.
- E. If the aggrieved ESP and the Superintendent agree, the Superintendent level may be omitted and the grievance may be presented directly at the Committee level.

Article 4: Discipline, Just Cause, Probationary Period

4.1 Complaints: Upon receipt of a complaint from a student, parent, or other person, the District shall make a determination within ten (10) school days whether to investigate the complaint. If it decides to investigate the complaint, it will notify the ESP that a complaint has been received and is being investigated and will provide the ESP an opportunity to present their case or viewpoint as a part of its investigation process and before any disciplinary action is taken. The ESP will be entitled to have an Association representative present during any meeting at which they are asked to

present their case or viewpoint. If the District decides within ten (10) days not to investigate the allegation, the complaint will not be placed in the ESP's personnel file and will not be used in the evaluation process or in any disciplinary action.

4.2 Just Cause: No ESP who has successfully completed their probationary period shall be dismissed, suspended, or disciplined without just cause. Reprimands shall be made in private. If an ESP is to be questioned regarding a matter which may lead to discipline, the ESP will be entitled to have an Association representative present. The Administrator shall have the right to have a representative present.

4.3 Probationary Period: All new ESPs shall be on a probationary status for one (1) full school year, and may be discharged with or without reason, and such discharge shall not be subject to the grievance and arbitration provisions of this Agreement. Thereafter the ESP shall be automatically renewed.

Article 5: Transfers & Vacancies, Seniority, Reduction in Force, Recall Rights

5.1 Seniority shall be defined as the length of continuous, unbroken service in the District measured from the first day of service within the bargaining unit. Approved leaves of absence shall count for service unless otherwise noted in this agreement.

5.2 Transfers

- A. Voluntary Transfer: ESPs desiring a transfer will submit a written request to Human Resources stating the assignment preferred. Such requests must be submitted before April 1 of each school year to be considered for the next school year. Requests must be renewed each year. Voluntary transfer requests are subject to the approval of the building principal to which the ESP wishes to transfer and the Superintendent.
- B. Involuntary Transfer: When involuntary transfers are necessary, an ESP's skills, disciplinary record, quality of performance, and length of service in the District will be considered. An involuntary transfer will be made only after a meeting between the ESP involved and the Superintendent or their designee, at which time the ESP will be notified of the reason for such transfer. When involuntary transfers are necessary, reasonable effort will be made to transfer the ESP to a comparable position or level of responsibility. Reasonable efforts will be made to hold such transfers to a minimum, and such transfers will be made only for the good of the system.

5.3 Vacancies: Whenever a vacancy in a bargaining unit position occurs, ESPs shall be given adequate opportunity to apply for the position. Vacancies in positions within the system will be posted at least five (5) days prior to the close of applications for that position. Qualified ESPs will be considered to fill the position, and consideration will be given to the factors listed above with respect to involuntary transfers.

5.4 Reduction in Force: Should the Superintendent determine ESPs shall be terminated due to reduction in force, the Superintendent will terminate ESPs in reverse order of seniority.

5.5 Recall Rights: A ESP terminated as the result of a reduction in force shall have recall rights for sixteen (16) months from the ESP's last day of service. In filling positions which become vacant on other than a temporary basis whenever ESPs have recall rights under this Article, such vacancies shall be filled in the following manner:

- A. ESPs eligible for recall list shall be offered employment first.
- B. As among ESPs with recall rights, the Superintendent shall recall in reverse order of lay-off.
- C. Recall notices shall be sent in writing by a method for which delivery can be verified, e.g., certified mail, use of overnight delivery service, to the terminated ESP's last known address, with a copy of such notice being sent to the Association.
- D. The recalled ESP shall have two (2) weeks after the receipt of the notice to accept the recall. In the event the recalled ESP does not accept a recall offer, all recall rights shall terminate.

This article shall only be applicable to ESPs who have passed their probationary period. Any ESP who is hired back into the system shall have their seniority status restored, but recalled ESPs shall not receive seniority credit for the duration of their layoff.

Article 6: Paid Leave

6.1 Personal Days: The School Committee and the Association recognize that occasionally compelling personal reasons arise that necessitate absence from the regular school day. Two (2) days leave per school year with pay, and not deducted from sick leave, will be allowed to each ESP for compelling personal reasons.

- A. The staff recognizes its obligation to the educational welfare of the students and the need to avoid unnecessary absences. The parties agree that personal leave is intended to accommodate personal emergencies or legal arrangements that cannot be made outside of the school day as well as significant events such as graduations and weddings in the immediate family. This listing is intended as examples of compelling personal reasons and is not intended to be all-inclusive. The professional judgment and sense of responsibility of the ESP is relied upon. Prior permission and explanation is not required (except as noted below) although the ESP is expected to give the Principal as much advance notice as is practicable.
- B. All personal leave days immediately before or after vacations and holidays and at the beginning or end of the school year must be approved by the Superintendent or their assigned representative. Each situation will be evaluated by the Superintendent or their assigned representative. An ESP should realize that if leave is approved, one may forfeit per diem salary for the days missed.
- C. A ESP may carry over one (1) additional personal day for a total of three (3) days in the subsequent year. These days will roll over automatically.

6.2 Emergency Leave: In addition to the two (2) days of leave described in the preceding paragraphs, the Superintendent or their designee, may authorize, in their discretion, up to three (3) additional days per school year for unusual or emergency situations that are compelling and justifiable in their opinion. These days are not to be deducted from sick leave.

6.3 Bereavement: up to five (5) extra days per year for death in the immediate household or immediate family member, or the death of another close significant person to the ESP shall be granted. Notification of the need for such leave shall be made to the Superintendent.

- A. Additional consecutive days may be granted upon request with approval of the Superintendent for the following reasons: travel, distance and time, legal matters, religious reasons, delayed funeral or for any other unforeseen circumstances.
- B. The determination of the Superintendent concerning such additional days shall not be subject to the grievance and arbitration procedures of this Agreement.

6.4 Religious Observance: In addition to the two (2) days of leave described in 6.2 the Superintendent or their designee may authorize additional leave for up to three (3) days per school year for religious or ethnic observances. This leave will be granted as non-cumulative, paid leave.

6.5 Jury Duty: The Committee agrees to pay any ESP who is called to jury duty their regular salary for school days actually missed. An ESP must furnish documentary evidence from the court demonstrating the dates on which they performed jury duty. Failure to provide such documentary evidence will result in the absence being treated as an unapproved absence.

Article 7: Sick Leave, Sick Leave Bank

7.1 Sick Leave: Any regular full-time ESP, absent due to personal illness or illness in the immediate family, shall be entitled to full pay for fifteen (15) days per year.

- A. If a unit ESP is absent for three (3) or more consecutive days, the Superintendent may ask the unit ESP to provide confirmation from a medical provider that the ESP (or their immediate family member) is under their care and the ESP is temporarily prevented from doing their job. Information will remain confidential in accordance with state and federal laws.
- B. A ESP who has exhausted the fifteen (15) days allotted annually must furnish evidence to the reasonable satisfaction of the Superintendent to be eligible to utilize remaining accumulated days for personal illness.
- C. Full-time ESPs may accumulate up to 182 days.
- D. Any regular part-time ESP, absent due to personal illness, shall be credited with sick leave days prorated according to the number of hours in the part-time ESP's schedule. A part-time ESP's ability to access accumulated sick days will be similarly prorated.
- E. For the purposes of this article, "immediate family" shall mean children, including foster children, step-children, child residing in the ESP's home and children for which the ESP is the legal guardian; spouse; and parents, including step parents and in-laws, or someone who lives within the ESP's immediate household

7.2 Sick Leave Bank: All ESPs are eligible to participate in the Sick Leave Bank ("Bank"). The Bank will be managed on a school year basis. Beginning the first day of the 2023-24 school year, each ESP will contribute two (2) sick days per school year to the Bank during the term of this Agreement beginning in Year 1. ESPs who have a negative balance shall have a negative accrual

- A. Enrollment: Passive enrollment will occur at the beginning of each school year; each bargaining unit ESP will be automatically enrolled in the Bank unless he/she opts out by:
 - a. Sending written notification to the Superintendent (or designee) prior to September 1st.
 - b. A new hire can opt-out of the Bank by sending written notification to the Superintendent (or Designee) within two (2) weeks of their first day of employment. Otherwise, they donate two (2) sick days to be a ESP of the sick leave bank. This will result in a negative balance until the ESP accrues enough sick leave to have a positive balance.
 - c. ESPs will not be reimbursed for prior year contributions to the Bank if they choose to opt-out of the Bank in subsequent years.
- B. Administration: The Bank will be administered by the Superintendent (or designee) and will be maintained within the District's accounting system.
- C. Balances: Any balance in the Bank that exists at the end of a school year shall be automatically carried over to the next school year. If the Bank is depleted, all active ESPs will have two (2) sick days deducted from their personal sick leave account. ESPs who have no sick leave balance shall have a negative accrual.
- D. Limitations:
 - a. ESPs are limited to draw a maximum of ninety (90) sick days from the Bank during their employment with the District.
 - b. ESPs must be enrolled in the Bank in order to be eligible to draw from the Bank.
 - c. An ESP must have exhausted all accrued sick and personal time in order to be eligible to draw from the Bank.
 - d. An ESP cannot access Bank benefits concurrently with long-term disability or other similar benefits.
 - e. An ESP can only access the Bank as a result of their own serious health condition (e.g. Illness or Accident).
- E. Application: An application for Sick Leave Bank benefits must be made, in advance, and in writing to the Superintendent (or designee) and must be accompanied by a certification/letter from the ESPs primary health care provider. The certification must be deemed satisfactory by the Superintendent (or designee). If it is not satisfactory, the Superintendent (or designee) can request that additional medical information be provided before an application can be approved.
- F. After consultation with the Association President, the decision of the Superintendent (or designee) with respect to any application for Sick Leave Bank benefits shall be final.

Article 8: Parental Leave

Parental Leave shall be granted to all ESPs in compliance with the Massachusetts Parental Leave Act ("MPLA") (M.G.L. c. 149, s. 105D) or the federal Family Medical Leave Act ("FMLA") (as applicable). ESPs taking leave under the MPLA (8 weeks of leave) or FMLA (12 weeks of leave) will be granted the following paid leave benefits, prior to accessing any other paid leave benefits in the CBA:

- A. Up to two (2) work weeks paid parental leave, on consecutive workdays, not to be charged to other paid leave. Non-birth parents may use their family sick leave under section 7.1 of this Agreement for an additional 15 paid days, if they have such days to use.
- B. Upon receipt of a doctor's note verifying disability periods due to pregnancy or childbirth that certifies the length of time the teacher will be disabled, an ESP is eligible to use accumulated sick days toward the leave.
- C. Except as provided for in paragraphs A and B, parental leave shall be unpaid.
- D. Paid parental leave must be used within the period of time covered by MPLA and/or FMLA leave.
- E. If both parents are ESPs, each shall be entitled to two (2) work weeks of paid parental leave; provided both parents may not be on paid parental leave at the same time.
- F. Paid parental leave shall be prorated based on the ESP's regular hours of work.
- G. After the expiration of leave under this Agreement and applicable laws, an ESP may take up to one (1) additional year of unpaid childrearing leave as a matter of right. Any requests for additional parental leave may be granted by the Superintendent under extenuating circumstances.

Article 9: Unpaid Leave

9.1 Under extenuating circumstances, a leave of absence of up to one (1) year may be granted by the Superintendent.

Article 10: Professional Development

10.1 The District agrees to reimburse ESPs covered by this Agreement for tuition expenses paid by them for courses of study attended by them relating to their positions which have been approved in advance by the Superintendent (or designee). ESPs authorized by the Superintendent to attend professional development courses, institutes, and conferences to improve job performance shall be reimbursed for expenses incurred for such authorized attendance and shall suffer no loss of pay for working time lost by reason of such attendance. All ESPs will be eligible to receive up to \$650.00 annually for tuition reimbursement, not to exceed \$15,000 per contract year, as a unit, collectively. Fees, materials, and travel expenses for out-of-district travel will be paid by the District if approved by the Superintendent.

10.2 ESPs may attend appropriate in-service workshops and courses offered to teachers in the Hamilton-Wenham Schools on their own time, i.e., without pay. The District shall also offer professional development during the normal workday that is tailored to address the professional demands of ESPs. ESPs required to attend training outside of the normal work day will be paid for such time.

Article 11: Evaluation & Personnel File

11.1 Evaluations: There shall be a joint labor-management committee to develop an evaluation process appropriate for ESPs.

11.2 Personnel File: The District will maintain a personnel file for each ESP.

- A. No material derogatory to an ESP's conduct, service, character or personality shall be placed in their personnel file unless the ESP is sent a dated copy at the same time. An ESP shall have the ability to respond in writing to any document placed in their personnel file, and such response shall remain a part of the ESP's personnel file, attached to said document, for so long as the record remains in their file.
- B. No documents related to any grievance or arbitration filed by or on behalf of an ESP in accordance with this agreement shall become part of an ESP's personnel file unless required by law.
- C. A ESP may examine their personnel file within five (5) days of giving the Superintendent (or designee) written notice, and shall upon written request be provided a copy of any documents contained therein.

Article 12: Substitute Pay

12.1 Effective with the 2025-2026 school year, when an ESP replaces a teacher for more than 3.5 hours in a day, the ESP shall be compensated for an additional \$25 for the day.

Article 13: Salary, Pay Schedule, Payroll Deduction

13.1 Salary Schedule. The hourly rates of pay for ESPs are set forth in Appendix A, which is attached to and made a part of this Agreement.

- A. The District reserves the right to place ESPs new to the District on the column and step appropriate for the degrees, certifications and/or relevant experience prior to employment.
- B. At the start of each school year, an ESP who has actually worked at least ninety-one (91) days during the previous school year shall advance one (1) Step on the Salary Schedule.

13.2 Payroll Schedule. ESPs will be paid bi-weekly consistent with the payroll schedule of the District.

- A. There will be twenty-one (21) payrolls.

13.3 Payroll Deduction: The Committee, whenever authorized by an ESP in writing, shall make payroll deductions on behalf of such ESP from each paycheck in accordance with such authorization for any or all of the following purposes.

- A. Dues of the Association
- B. Premiums under the benefit plan

13.4 Dues Check Off

- A. In accordance with Article 13.3, the District shall deduct regular Association dues in the amount authorized by the ESP from the ESP's regular paycheck. The amounts deducted shall be sent to the Association office with a roster. The deduction of dues shall be in accordance with approved District procedures.
- B. The Association agrees to indemnify and save the District harmless against any and all claims, suits or other forms of liability arising out of the application of this provision. The Association assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the Treasurer of the Association, who shall provide such information to the District as the District may require.
- C. In the event that an ESP has not earned enough in a pay period to satisfy his or her dues obligation, the Association shall collect those dues directly, and the District shall not be held responsible for collection of those dues.

Article 14: Insurance

14.1 Health Insurance: The parties agree to continue bargaining health insurance benefits (including FSA and HRAs), premium contribution rates, and plan design pursuant to M.G.L. c 32B, Section 19.

14.2 ESPs on unpaid leaves of absence may continue group insurance coverage as provided by the District to ESPs by paying the full premium cost to the extent permitted by COBRA.

14.3 The District will offer a voluntary disability insurance program for which the District will incur no costs.

Article 15: Emergency School Closure

15.1 Whenever school is closed after the start of the school day, ESPs shall receive their regular full-day's compensation if they work their regular hours. If school is closed because of an emergency or school has a delayed opening, ESPs scheduled to work shall receive their regular full-day's compensation if the day constitutes a legal day of school.

Article 16: Other Working Conditions

16.1 The District will provide all ESPs with access to laptop computers at central locations to be used for work related use during the workday.

16.2 An ESP who is permanently assigned to a literacy, Intensive Learning (ILP) or Therapeutic Learning Center (TLC) program shall be paid additional compensation of \$1,500 (prorated based on FTE) per school year. This lump sum will be divided evenly to be paid in December and June.

16.3 ESPs will be paid the IRS mileage allowance when they are assigned off-campus ESP assignments required by the District. This mileage is authorized through the execution of a purchase order and all reimbursements must be submitted no later than June 30 each year.

16.4 ESPs will be remunerated for approved curriculum work at their hourly rate.

Article 17: Workplace Safety

17.1 Safe Working Environment: The District and the Association recognize ESPs' right to a safe working environment, including the right to be free from threats of violence, and recognize the District's obligation to provide a safe learning environment for all students and safe working environment for all staff, teachers, and ESPs. To this end, the District shall:

1. Effective January 1, 2024, meet annually with the Association to review
 - a. District-wide staff reporting protocols on classroom safety issues.
2. In subsequent years, this meeting will occur no later than October 1.
3. Provide annual training to all staff on the use and purpose of the staff reporting function(s).
4. Provide ongoing training to all ESPs who are assigned to work with students with identified mental health needs, including professional development and training on behavior management as needed.
5. Provide all ESPs who are assigned to implement Individualized Education Plans and/or 504 Plans with access to such plan(s) to the full extent necessary to fulfill their professional obligations and allowable by law.

17.2 Student Related Incident Reporting/Response: ESPs will report, as soon as reasonably possible and in writing, to their respective principals all cases of workplace injury including but not limited to physical injury, incidents of sexual harassment, and/or threats of assault suffered by them in connection with their employment including, but not limited to, any violations of the District's Acceptable Use Policy by which ESPs are targeted. The Association President may receive a copy of such report, which may be redacted, as part of determining whether to file a grievance or other activity related to ensuring a safe working environment.

17.3 Personal Injury Benefits:

1. ESPs who receive on-the-job injuries must report said injuries to their principals immediately. If said injury is covered by Workers' Compensation, ESPs may use accrued sick leave to supplement their pay up to the amount of their regular base pay.
2. The Committee will reimburse an ESP for:
 1. The replacement cost of any medical devices including, but not limited to, hearing aids and corrective lenses damaged or destroyed as a result of an injury caused by a student in the course of the ESP's work duties; and
 2. Any clothing or other personal property damaged or destroyed as a result of an injury caused by a student in the course of the ESP's work duties.
 3. Reimbursements under this provision shall be limited to \$150 per item and will only be paid if the District's insurer determines there is no coverage for the ESP's loss.
 4. The annual maximum benefit to the bargaining unit as a whole under this provision shall be \$2,500.

Article 18: Orientation

18.1 Newly hired ESPs shall be compensated if required to attend orientation prior to the Monday before Labor Day return to work date.

Article 19: Stability of Agreement

20.1 No agreement, understanding, alteration, amendment, practice or variation of the terms of this Agreement will bind the parties to this Agreement unless made and executed in writing by the parties.

20.2 The waiver of any breach of condition of this Agreement by either party shall not constitute a precedent with respect to future enforcement of all the terms and conditions of this Agreement.

Article 20: No Strike

21.1 The Association and any ESP covered by this agreement understands that G.L. c. 150E makes it unlawful to engage in, induce, or encourage, or condone any strike, work stoppage, slowdown, or withholding of any service by said Association or any ESP.

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Article 21: Duration of Agreement

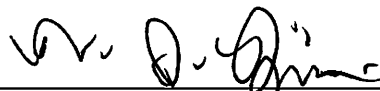
This Agreement shall be effective as of July 1, 2023, and will remain in full force and effect until June 30, 2026. Should the parties fail to agree on a new contract by July 1, 2026, the current Agreement will remain in full force and effect until a new Agreement is negotiated.

The parties agree to make housekeeping language changes as necessary. Should the need arise, due to economic considerations both parties mutually agree to make a good faith effort to enter into midterm bargaining.

Executed in duplicate this 30th day of November 2023 by the Hamilton- Wenham Regional School District Committee by its Chairperson and by the Hamilton-Wenham Regional Educational Association by its President.



Dana Allara, Chairperson
Hamilton-Wenham Regional
School Committee



Nicholas Ristaino, President
Hamilton-Wenham Regional
Education Association

Appendix A: Salary Schedule

Year 1: New Salary Schedule (2023-2024).

<u>Step</u>	ParaPro ¹	Associates	Bachelor's	Master's or Bachelor's w/ DESE License
1	\$23.18	\$24.00	\$24.84	\$25.69
2	\$23.81	\$24.63	\$25.51	\$26.36
3	\$24.45	\$25.32	\$26.20	\$27.04
4	\$25.11	\$25.99	\$26.94	\$27.78
5	\$25.79	\$26.67	\$27.65	\$28.50
6	\$26.81	\$27.76	\$28.77	\$29.62

Year 2: (2024-2025): 2.5%

<u>Step</u>	ParaPro ²	Associates	Bachelor's	Master's or Bachelor's w/ DESE License
1	\$23.76	\$24.60	\$25.46	\$26.33
2	\$24.41	\$25.25	\$26.15	\$27.02
3	\$25.06	\$25.95	\$26.86	\$27.72
4	\$25.74	\$26.64	\$27.61	\$28.47
5	\$26.43	\$27.34	\$28.34	\$29.21
6	\$27.48	\$28.45	\$29.49	\$30.36

¹ An employee may be hired into this column before successfully completing the ParaPro Assessment provided they must successfully complete ParaPro Assessment before the beginning of their second school year of employment with the District. For example, an ESP employed by the District for any portion of the 2023-24 school year must have successfully completed the ParaPro Assessment before the first day of the 2024-25 school year.

² An employee may be hired into this column before successfully completing the ParaPro Assessment provided they must successfully complete ParaPro Assessment before the beginning of their second school year of employment with the District. For example, an ESP employed by the District for any portion of the 2023-24 school year must have successfully completed the ParaPro Assessment before the first day of the 2024-25 school year.

Year 3: (2025-2026) 2.5%, add step 7 on last day (3%)

<u>Step</u>	ParaPro ³	Associates	Bachelor's	Master's or Bachelor's w/ DESE License
1	\$24.35	\$25.22	\$26.10	\$26.99
2	\$25.02	\$25.88	\$26.80	\$27.69
3	\$25.69	\$26.60	\$27.53	\$28.41
4	\$26.38	\$27.31	\$28.30	\$29.19
5	\$27.10	\$28.02	\$29.05	\$29.94
6	\$28.17	\$29.17	\$30.23	\$31.12
7	\$29.01	\$30.04	\$31.13	\$32.05

ParaPro: A high school diploma

AD: An Associate's degree from an accredited college or university

BA: A Bachelor's degree from an accredited college or university

MA/BA + Lic: A Master's degree from an accredited college or university or Bachelor's degree from an accredited college or university and a teaching license from the Massachusetts Department of Education

ESPs for whom the District has no documentation supporting their current lane placement or believe they are eligible for a higher lane place will be required to provide documentation verifying their credential no later than December 1, 2023.

³ An employee may be hired into this column before successfully completing the ParaPro Assessment provided they must successfully complete ParaPro Assessment before the beginning of their second school year of employment with the District. For example, an ESP employed by the District for any portion of the 2023-24 school year must have successfully completed the ParaPro Assessment before the first day of the 2024-25 school year.

Appendix B: Longevity Pay

ESPs with the following years of continuous service shall receive the following:

After 5 or more years: \$525.00

After 10 or more years: \$650.00

After 15 or more years: \$800.00

After 20 or more years: \$1000.00

After 25 or more years: \$1400.00

Eligible ESPs shall receive the entire amount due in the first pay period in June of each year. Longevity payments shall be prorated based on a ESP's FTE status.

Appendix C: ESP Performance Evaluation Procedures and Form

Performance Evaluation Procedures Education Support Professional (ESP)

Persons Responsible for Evaluation: Building Administrator or Superintendent's designee

- The Evaluator may solicit and include information in the ESP evaluation from any of the following:
 - The classroom teacher
 - Special Education Liaison,
 - or any other professional staff member working directly with the ESP
- The names of staff who provide input to the evaluation must be included in the evaluation documentation. These persons are not responsible for meeting with the ESP to review the evaluation.
- The Evaluator will rank each area of evaluation, not the individual elements within that area.

Timeline for Evaluation:

- The evaluator must meet with all ESPs by September 30th to discuss the evaluation process, review the evaluation tool, and discuss expectations of their specific assignment.
 - For ESPs hired after September 30th, the evaluator must meet with the ESP(s) no later than 10 school days from their start date to review the evaluation process, review the evaluation tool, and discuss expectations of their specific assignment.
- An evaluation must be completed by December 1st and May 1 for all **first year ESPs**. The first year is considered the Probationary Period, as outlined within the ESP Contract.
 - The Evaluator shall meet with the ESP rated proficient to discuss the December 1 and/or May 1 evaluations if either the ESP or the Evaluator requests such a meeting. These meetings shall occur no later than 10 school days from December 1 and May 1.
 - The Evaluator shall meet with the ESP rated Needs Improvement or Unsatisfactory to discuss the evaluation. This meeting shall occur no later than 10 school days from December 1 and May 1.

- ESP evaluations for the academic year must be completed no later than June 1st for all ESPs beyond their first year.
 - The Evaluator shall meet with the Educational Support Professional rated proficient to discuss the end of year evaluation if either the ESP or the Evaluator requests such a meeting. This meeting shall occur no later than June 10th.
 - The Evaluator shall meet with the ESP rated Needs Improvement or Unsatisfactory to discuss the evaluation. This meeting shall occur no later than June 10th.
 - The ESP may reply in writing to the evaluation report within 10 school days of receiving the evaluation. The ESP's reply shall be attached to the evaluation report.
 - The ESP shall sign the evaluation report within 10 school days of receiving. The signature indicates that the ESP received the evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
 - Informal observations will take place, by the evaluator, throughout the school year.
-

Reminders:

ESPs must be provided with all necessary student information (safety, health, educational and social needs) prior to the start of the school year and/or the ESP or students' start date through consultation with the special education liaison, classroom teacher, and/or other pertinent staff (ie: principal, school counselor, district BCBA, school nurse).

Performance Evaluation Education Support Professional (ESP)

Name:	Date of Hire:
School:	Assignment:
Evaluator:	Date:
With Input From:	

☐ mid-year

☐ end of year

Rating Key:	E	M	NI	DN	NA
<p>E=Exceeds Expectations M = Meets Expectations NI =Needs Improvement DN = Does Not Meet Expectations NA = Not Applicable</p> <p>Ratings of "Needs Improvement" and "Does Not Meet Expectations" require a written comment or explanation.</p>					
<p>Supporting Instruction</p> <ul style="list-style-type: none"> Supports classroom learning expectations and routines Provides review and reinforcement of curriculum, as directed by the classroom teacher and/or special education liaison As directed and given appropriate training, provides organized, systematic remedial strategies to support instruction. Consults with special education liaison or other service providers regarding modification of assignments and assessments. Implements classroom accommodations and modifications with classroom teacher direction and/or special education liaison/service provider direction. Utilizes adaptive equipment, with proper training, as directed. Supports the engagement of students in the learning environment. 					

Comments:					
Learning Environment <ul style="list-style-type: none"> Establishes and maintains professional rapport with students and staff Communicates expectations in a clear and concise, manner Builds, respectful and caring relationships to help all students feel valued, respected, and supported, Promotes a safe, supportive, and inclusive environment. Promotes student self-advocacy and problem-solving skills. Promotes critical thinking skills. Supports student behavior plans as directed. Comments:					
Student Learning <ul style="list-style-type: none"> Supports student use of technology within the classroom/school community, as directed Supports student learning objectives and accommodations/modifications as directed by the classroom teacher and/or special education liaison. Assists students with self help skills (i.e. toileting, feeding, dressing, grooming) as assigned Comments:					
Shared Responsibility, Collaboration, and Decision-Making <ul style="list-style-type: none"> Collaborates effectively with colleagues Communicates effectively and in a timely to appropriate staff Shares responsibility for schoolwide culture and learning expectations Refers parents' questions and concerns to the classroom teacher and/or the special education liaison 					

<ul style="list-style-type: none"> Collects and records data regarding students' behavior as directed <p>Comments:</p>					
<p>Professional Responsibilities</p> <ul style="list-style-type: none"> Is punctual, reliable, and professional Maintains confidentiality of students, parents, and staff Demonstrates flexibility in providing support within the building Monitors/supervises playground/lunch activities as directed Monitors/supervises arrival and dismissal activities as directed Adheres to the school and district's policies and procedure Performs duties as assigned <p>Comments:</p>					

Summary Comment:

Date Evaluation Report given to the ESP: _____

Date of Final Evaluation Conference, as needed: _____

Evaluator's Signature: _____

Date: _____

ESP Signature: _____

Date: _____

My signature acknowledges receipt of this report on the date indicated and knowledge that it will be inserted into my personnel file. It does not indicate agreement or disagreement with its content. I understand that I have the right to comment on this evaluation within ten (10) days, the copy of which will be attached to this report.