

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
SCHOOL COMMITTEE OF THE CITY OF HAVERHILL
AND
HAVERHILL EDUCATION ASSOCIATION
(Education Support Personnel Unit)

Effective July 1, 2020 through June 30, 2023

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AGREEMENT

AGREEMENT made this 2nd day of June, 2021 by the SCHOOL COMMITTEE of the CITY OF HAVERHILL (hereinafter sometimes referred to as the "COMMITTEE") and the Education Support Personnel Unit of the HAVERHILL EDUCATION ASSOCIATION (hereinafter sometimes referred to as the "ASSOCIATION").

WITNESS

WHEREAS, this Agreement recognizes that it is the mutual prime purpose of the Committee and the Association and its members to provide education of the highest possible quality for the children of Haverhill and that good morals within the school staff of Haverhill is essential to achievement of that propose; and

WHEREAS, it is the duty of the parties of this Agreement to confer in good faith with respect to wages, hours and other conditions of employment to bargain collectively and to execute a written contract incorporating any agreement reached;

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, subject to the required action of the School Committee and the Educational Support Personnel Unit of the Haverhill Education Association, the parties mutually agree as follows:

ARTICLE I: RECOGNITION AND COMMITTEE RIGHTS

- A. For the purpose of collective bargaining with respect to wages, hours, other conditions of employment, the negotiation of collective bargaining agreements, and any other questions arising there under, the Committee recognizes the Educational Support Personnel as the exclusive bargaining agent and representative of the Educational Support Personnel Unit. Effective July 1, 2008, the non-unit positions of autism life skills specialist and autism behavior support staff will be collapsed into one position referred to as "behavior support person" and recognized as part of the Association. If an educational support person meets the qualifications of the position he/she will be given first consideration in filling that position.
- B. This Committee is a public body established under and with powers provided by the statutes of the Commonwealth of Massachusetts and nothing in this Agreement shall derogate from the powers and responsibilities of the committee under the statutes of the Commonwealth. The Committee retains those rights, powers, and duties it now has or may be granted or has conferred upon it by the law unless modified or changed by this Agreement.

ARTICLE II: GRIEVANCE PROCEDURE

- A. For the purpose of this Agreement a grievance shall be defined as a written complaint by an employee in the Unit covered by this Agreement which involves an alleged violation, misapplication or misinterpretation of a specific provision of this Agreement.

- B. The purpose of the procedure set forth hereinafter is to produce the prompt and equitable solutions to those problems, which from time to time arise and affect the conditions of employment of the employees covered by this contract. The Committee and the Association desire that such procedure shall always be as informal and confidential as may be appropriate for the grievance involved, however documented, at the procedural level involved.
- C. LEVEL ONE: An employee with a grievance will present it to his school principal or immediate supervisor in writing within ten (10) school days of the occurrence of said fact. The principal or immediate supervisor shall within five (5) school days of the receipt of said grievance submit an answer in writing to the grievant.
- D. LEVEL TWO: In the event that the grievance shall not have been disposed of to the satisfaction of the aggrieved employee at Level One or in the event that no decision has been reached within five (5) school days after the presentation of the grievance to the principal or immediate supervisor, the grievance shall within an additional ten (10) school days be referred to the Superintendent of Schools. The Superintendent shall meet to discuss the grievance with the employee within five (5) school days after receipt of the written grievance.
- E. LEVEL THREE: If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within five (5) school days after he/she has first met with the Superintendent he/she may file the grievance in writing with the School Committee within five (5) school days after a decision by the Superintendent, or fifteen (15) school days after he/she has first met with the Superintendent, whichever is sooner. Within five (5) school days after receiving the written grievance, a subcommittee of the School Committee (hereinafter referred to as the "Sub-Committee") will meet with the aggrieved person for the purposes of resolving the grievance. The ultimate decision of the grievance at Level Three will, however, be rendered by the School Committee.
- F. LEVEL FOUR: If the grievance is not resolved to the satisfaction of the employee and the Association within ten (10) school days after the meeting with the Superintendent of Schools, and if the grievance shall involve the interpretation or application of any provision of the Contract, the Association may within ten (10) school days submit the grievance to the State Board of Arbitration and Conciliation for disposition in accordance with the said State Board of Conciliation and applicable rules of arbitration then in effect. The expenses of such arbitration shall be shared equally by the School Committee and the Haverhill Education Association. The arbitrator shall have no power of authority to add to, subtract from or modify any of the terms of this Agreement. Subject to the foregoing and pursuant to 150E, the decision of the arbitrator shall be final and binding upon the School Committee and the Association and the aggrieved employee.
- G. If, at the end of the ten (10) school days next following the occurrence of any grievance, or the date of first knowledge of its occurrence by any employee affected by it, the

grievance shall not have been presented at Level One of the procedure set forth above, the grievance shall be deemed to have been waived; and any grievance in course under such procedure shall also be deemed to have been waived if the action required to present it to the next level in the procedure shall not have been taken within the time specified therefore by the above Section.

ARTICLE III: DURATION

This Agreement is comprised of a three-year contract, effective July 1, 2020 – June 30, 2023. Negotiations for a successor contract shall begin no later than thirty (30) days after written notice by the Committee or Association, but no sooner than November 30, 2022. The Association agrees to submit its contract proposals to the Committee prior to the first negotiation meeting.

ARTICLE IV: SALARIES

- A. The salary schedules for all persons covered by the Agreement, including any applicable longevity increments, are set forth in the Appendices which are attached hereto and made part hereof. Effective July 1, 2014 compensation for all Educational Support Personnel shall be converted from an hourly rate to an annualized salary scale as outlined in the Appendices. Thereafter all Appendices shall reflect an annualized salary in accordance with the work hours per day per employee (six or seven hours per day).

General Wage Increase as follows:

Effective July 1, 2020 2%

Effective July 1, 2021 - Effective July 1, 2021 the ESP clerical employees shall be transferred to the Secretaries Group at wage scales to be negotiated.

Step 1 - \$21.00/Hr. (1-3 years of service)

Step 2 - \$24.00/Hr. (4-9 years of service or a bachelor's degree)

Step 3 - \$27.00/Hr. (10+years of service)

- Employees hired before July 1, 2021 shall be placed on the step which reflects their years of service and shall move to the next step upon attaining the required years of service. Those employees on Step 1 with a bachelor's degree or greater, or those who later attain a bachelor's degree, shall be placed on Step 2.

- Employees hired on or after July 1, 2021 without a bachelor's degree shall be placed on Step 1; Employees hired on or after July 1, 2021 with a bachelor's degree or

greater, or those who later attain a bachelor's degree, shall be placed on Step 2. Thereafter, employees shall move to the next step upon attaining the required years of service.

-Those employees with active DESE teaching licensing shall be paid a stipend of \$1.00 per hour; Those employees with who are assigned to a technology or library position and who are not supervised by a certified teacher shall receive a stipend of \$1.00 per hour.

- Longevity and toileting stipends shall be deleted.

- For the payment of wages, employees may select from either a 22 pay period schedule or a 26 pay period schedule. Both pay period schedules shall commence the first week of the school year and continue until all annual wages are paid. Employees must make an election no later than July 15th of each year. Employees who do not make an election of a particular pay period schedule shall be placed on the 22 pay period schedule. Medical and dental insurance deductions shall continue to be paid on a 20 week schedule. Any payments remaining at the end of the fiscal year shall be paid in full at that time and not carried into the next school year.

Effective July 1, 2022 1.50%

No retroactive wages shall be due and owing to any person not employed at the time of the ratification of this agreement, or any subsequent agreement, unless said person left the employ of the Haverhill Public Schools to become an active M.G.L. c. 32 retiree.

Longevity stipend shall be deleted effective July 1, 2021

Effective July 1, 2011, longevity shall be adjusted as follows:

Education Support Personnel with:

10-14 years of service shall have added to their annual salary	\$1,000
15-19 years of service shall have added to their annual salary	\$1,200
20 or more years of service shall have added to their annual salary	\$1,500

Longevity payment for the year of service completed will be paid by August 1st of the following fiscal year.

- B. Any Educational Support Personnel employed prior to the signing of this contract shall maintain his or her present salary step. Any Educational Support Personnel employed subsequent to the signing of this contract shall be placed on the salary step representing the number of years of his or her prior service as an aide or in the capacity covered by this contract representing his or her prior services in the Haverhill Public Schools, or at the

level which may be established for any new position.

- C. Payroll: Educational Support Personnel shall be paid bi-weekly commencing with the second week of school during the required service. Personnel are not required to work on emergency snow days as called by the Superintendent and will not be paid for such. When the scheduled payday occurs on a holiday, payment shall be made on the preceding day. When the payday occurs during a school vacation period the payment shall be made available in the Superintendent's Office.

Direct Deposit: The parties agree that all employees shall be paid any and all wages by direct deposit and electronic receipt notification process.

ARTICLE V: LEAVES

- A. Sick Leave. Ten month Educational Support Personnel shall be granted up to fifteen (15) days leave with pay for personal illness. Unused sick leave shall be cumulative to 150 days.

A physician's certificate may be required by the Superintendent or his/her designee for any employee who is absent for five (5) consecutive days.

New employees in their first year of employment shall accrue sick leave as follows: one (1) day for each month from September through April, and three (3) days each for May and June.

- B. Sick Leave Bank. The Committee agrees that the Educational Support Personnel Unit of the Haverhill Education Association may become part of the sick bank as set up in Agreement between the Haverhill Education Association and the School Committee of the City of Haverhill and hence be subject to all provisions and terms pertaining to said sick bank subject to agreement of the Teachers Unit of the Haverhill Education Association.

Additional sick leave through the sick leave bank shall only be requested upon the exhaustion of all available leave.

- C. Bereavement Leave. All employees shall be granted a period of up to five (5) days absence with full pay each time there is a death in the immediate family. This leave is to be taken immediately following the death of an immediate family member. The immediate family is defined to include: mother, father, grandmother, grandfather, stepmother, stepfather, sister, brother, child, wife, husband, mother-in-law, father-in-law, or any member of the immediate household. Educational Support Personnel shall be granted one (1) day's leave for the funeral of other relatives and friends.

- D. Personal Business Leave. Educational Support Personnel shall be allowed three (3) days for personal business, which cannot be transacted outside of school hours with pay. Requests for personal leave shall be filed on a form as approved by the Superintendent and/or his/her designee and is subject to his/her approval. ESP's shall be permitted to use half a personal day at a time. The Superintendent may request from the employee a

reasonable explanation for a personal leave request directly before and/or after a holiday or school vacation.

Educational Support Personnel that do not utilize any of their annual allotment of three (3) personal days may convert them to five (5) sick leave days.

New employees in their first year of employment shall be granted one (1) personal day per quarter, for not more than three (3) days per school year.

- E. Jury Duty. Educational Support Personnel shall be paid the difference in salary from jury duty services and their regular salary while serving on jury duty.
- F. Family Illness. Educational Support Personnel may use up to three (3) days of accumulated sick leave for illness in the immediate family (immediate family to consist of family members defined in Article V Section C).
- G. FMLA Leave. Employees will be entitled to leave as provided in the Federal Family Medical Leave Act. This paragraph is not subject to grievance and arbitration procedures.
- H. Extended Unpaid Leave. A leave of absence without pay may be granted for personal illness, when it exceeds period of two (2) weeks and cumulative sick leave has expired. Such leave will not affect employee seniority status.
- I. Maternity Leave

Upon receipt of at least two weeks written notice of her anticipated date of departure and intention to return, the School Committee shall grant a leave of absence without pay for maternity for up to eight (8) weeks in accordance with the provisions of the Massachusetts General Laws, Chapter 149, Section 105D.

Child-rearing leave up to one (1) year may be granted without pay. The leave period will not count toward seniority.

An additional year of absence may be granted by the Committee upon recommendation of the Superintendent. This leave period will not count toward seniority.

Chapter 149, section 105D - Maternity Leave Provisions

A female employee who has completed the initial probationary period set by the terms of her employment, or if there is no such probationary period, has been employed by the same employer for at least three consecutive months as a full-time employee, who is absent from such employment for a period not exceeding eight weeks for the purpose of giving birth, said period to be hereinafter called maternity leave, and who shall give at least two weeks' notice to her employer of her anticipated date of departure and intention to return, shall be restored to her previous, or a similar position with the same status, pay, length of service credit and seniority, wherever applicable, as of the date of her leave. Said maternity leave may be with or without pay at the discretion of the employer.

Such employer shall not be required to restore an employee on maternity leave to her previous or similar position if other employees of equal length of service credit and status in the same or similar position have been laid off due to economic conditions or other changes in operating conditions affecting employment during the period of such maternity leave; provided however, that such employee on maternity leave shall retain any preferential consideration for another position to which she may be entitled as of the date of her leave.

Such maternity leave shall not affect the employee's right to receive vacation time, sick leave, bonuses, advancement, seniority, length of service credit, benefits, plans or programs for which she was eligible at the date of her leave, and any other advantages or rights of her employment incident to her employment position; provided, however, that such maternity leave shall not be included, when applicable, in the computation of such benefits, right, and advantages; provided further, that the employer need not provide for the cost of any benefits, plans, or programs during the period of maternity leave unless such employer so provides for an employee on leave of absence. Nothing in this section shall be construed to affect any bargaining agreement or company policy, which provides for greater or additional benefits than those required under this section.

A notice of this provision shall be posted in every establishment in which females are employed.

- K. Perfect Attendance. Educational Support Personnel with perfect attendance, exclusive of bereavement leave, jury duty, worker's compensation, holidays, vacation days, if applicable, and personal days shall receive one (1) weeks' salary at their per diem rate, payable in August of the subsequent year.
- L. Sick Leave Buy Back Upon Death. In the event of the death of an active employee, the District shall pay to an employee's estate up to fifty (50) days of the employee's accrued, but unused sick time, at the employee's regular rate of pay.

ARTICLE VI: JUST CAUSE

- A. It is agreed by the Committee and the Association that Educational Support Personnel are annual appointments made by the Committee and shall not have tenure in any position. The Committee reserves the right in its discretion not to rehire any person covered by the Agreement. Rehiring or failure to rehire is not subject to the grievance procedure.
- B. No Educational Support Personnel who has served at least one year shall be suspended, dismissed except for just cause. The Educational Support Personnel may use the grievance procedure to contest the validity of the complaint. Just cause shall be defined as in Section 43 Chapter 31 of the General Laws of the Commonwealth of Massachusetts, with the exception that failure to rehire shall in no event be considered as a dismissal.
- C. After five (5) years of service in the Haverhill Public Schools, no Educational Support

Personnel staff will be non-renewed for performance based reasons unless said staff member has received two (2) consecutive negative summative evaluations.

ARTICLE VII: TRANSFERS AND VACANCIES

- A. Any Educational Support Personnel shall have the right to request a transfer to another school if an opening for Educational Support Personnel exists in that school. No involuntary transfers shall result in decreased compensation in the first year of an employee's transfer. However, effective the following July 1st, his/her annual salary shall be adjusted accordingly.
- B. All vacancies within the unit will be posted in each building for at least ten (10) days prior to the final date for application to the position. During the months of July and August, written notice of such vacancies will be mailed to the Association.

ARTICLE VIII: HEALTH INSURANCE

The City of Haverhill shall provide employees the same health insurance benefits and coverage provided to all other municipal employees pursuant to MGL c. 32B. Employees hired before July 1, 2011 shall pay a twenty-five percent (25%) health insurance contribution for both PPO and HMO products. Employees hired on or after July 1, 2011 shall pay a thirty percent (30%) health insurance contribution for both PPO and HMO products.

Flexible Spending Account under IRS Section 125

The maximum annual allowable amount to be deducted on a pre-tax basis for the Flexible Spending Account will be \$2,500 (\$2,550 per plan year beginning 7/1/15). The maximum annual allowable amount to be deducted on a pre-tax basis for Medical Dependent Care Account will be \$5,000.

Health Reimbursement Account

The City will establish Health Reimbursement Accounts pursuant to the current MGL c. 32B PEC Agreement.

Opt-Out Plan – A one-time opt out option

The City of Haverhill will provide a health insurance opt out option. Eligible employees who enroll in the program will receive a lump sum financial incentive payment. The amount will be \$1,500 for an individual and \$3,000 for a family. In order to be eligible for the program an employee must meet the following criteria: 1) the employee must have 24 consecutive months of enrollment in a City of Haverhill health plan, and 2) the employee must provide written proof of other (non-City of Haverhill) health coverage.

ARTICLE IX: HOLIDAY/VACATION

- A. The following holidays shall be granted all Educational Support Personnel with Pay: Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Martin Luther King Day, President's Day, Good Friday, and Memorial Day.

- B. The Christmas Vacation shall be a paid vacation for all Educational Support Personnel. Christmas vacation shall include (7) paid days for all Educational Support Personnel.
- C. No Work Days: In addition to the 15 days noted above the Educational Support Personnel will not be required to work the day after Thanksgiving, Winter Recess, and Spring Recess.

ARTICLE X: HOURS

The following hours shall be in effect during the duration of this contract:

At the elementary and middle school levels, education support personnel will work a six (6) and ½ hour day excluding a thirty-minute lunch

At the high school level, education support personnel will work a seven (7) and ½ hour day excluding a thirty-minute lunch.

Educational Support Personnel who are required to eat lunch with their students will work and receive remuneration for a six and one-half hour day for elementary and middle school levels and seven and one-half hour day for the high school level.

Educational Support Personnel who are required to work less than six hours per day or more than six and one-half hours (elementary and middle school level), seven and one-half hours (high school level) are recognized as exceptions to the above and will be remunerated commensurate with the hours which they work.

ARTICLE XI: MILEAGE

Any Educational Support Personnel whose duties require regular traveling approved by the Superintendent shall be entitled to a travel allowance as promulgated by the Committee from time to time.

ARTICLE XII: PAYROLL DEDUCTIONS

Educational Support personnel may request payroll deductions for dues, U.S. Savings Bonds, tax sheltered annuity and health insurance.

ARTICLE XIII: WORK YEAR

Effective July 1, 2021, the number of days worked shall be increased from 181 to 182 per year.

The Committee agrees that if it shall employ any person for a full year's service in the category of Educational Support Personnel, the said full years' service shall not be less than 182 days. The term "full years' service" as used herein shall be during the time from the Monday before Labor Day through June 30 annually. Educational Support Personnel will be required to attend the in-

service day as approved by the Committee. Persons hired by the Committee, subject to this Agreement, for less than a full year, such as on a per diem or temporary basis, shall not be guaranteed the said number of days that constitute a full year's service. The minimum number of days for a full year's service as defined for each school year in this Agreement shall not be inclusive of such holiday or vacation as provided in Article IX.

Whenever school is closed and the faculty and students released, for any reasons, the Educational Support Personnel will also be released without loss of pay.

If a snowstorm erupts during the workday and progresses in intensity, Educational Support Personnel will be dismissed with the teachers.

All employees must work their contracted hours on early release days. If mandated professional development opportunities are provided by the District on early release days, all employees must participate.

ARTICLE XIV: SENIORITY

Seniority shall be defined as length of continuous service in the Haverhill School System. An approved leave of absence shall not constitute an interruption of service. Employment will be offered to the persons most senior, in order, on the seniority list if qualified. The determination of qualification shall be the exclusive discretion of the Superintendent and his decision as to qualification shall be final and binding and shall not be grievable or subject to any review. Commencement of seniority shall start on the first day of work for the Aide.

1. **Layoff and Recall**

An employee who is to be laid off for lack of work or lack of funds shall receive a written notice of layoff not less than fifteen (15) calendar days prior to the effective date of the layoff.

ARTICLE XV: PROFESSIONAL DEVELOPMENT

1. All courses to be submitted for salary credit must be approved by the supervising administrator and Superintendent as being relevant to the educational responsibility of the employee.
2. All Educational Support Personnel who have acquired the necessary credits will be placed at their proper step and rate and effective September 3, 1985, the effective date of the collective bargaining agreement.
3. Any in-service courses offered by the School Committee to instructional staff shall be offered to Educational Support Personnel. Educational Support Personnel shall attend the same workshop(s) as their grade level teacher unless designated otherwise.

Although Educational Support Personnel may take in-service course, such course may not be used for salary advancement.

4. Tuition vouchers shall be available for use by Educational Support Personnel when there are no teachers or other professionals requesting use of said vouchers and no conditions established by participating colleges and universities, which would exclude use by Educational Support Personnel.
5. Salary changes due to classification changes because college credits are recognized September 1.

If transcripts of courses completed by Educational Support Personnel prior to September 1 are not received by the Superintendent's Office on or before September 1, any salary adjustment due as a result of completion of such course(s) shall be paid at a later date retroactive to September 1.

Courses completed after September 1 will be recognized on the following September 1.

6. Effective July 1, 2018, professional development pertinent to the ESP job description will be made available at least one week ahead of time for ESP's to identify which opportunity they wish to participate in. Consideration will be given based on current positions held.

Effective July 1, 2018, a stipend of up to \$200.00 will be provided to an ESP that provides PD opportunity within the district per half day of PD. A stipend of up to \$400.00 will be provided to an ESP that provides approved PD opportunities within the district for a full day of PD. All proposals for administering professional development opportunities must be approved by the Superintendent or his/her designees prior to offering. A minimum number of 10 personnel must sign up for the PD for the PD to take place.

7. Effective July 1, 2021, the Superintendent and/or an administrator designated by the Superintendent will meet with five (5) HEA appointed unit members to plan professional development that is relevant to the role of ESP prior to implementation the next school year. Training in safety and de-escalation techniques will be provided every year.
8. Effective July 1, 2021, ESPs will be issued a certificate either electronically or on paper for any Professional Development they have been provided by the district within a month after the ESP has completed the session and the required evaluation form.

- No personal days shall be allowed on scheduled professional development days, except for emergency situations approved by the Superintendent or her designee

ARTICLE XVI: DUTIES

- A. Toileting
Educational Support Personnel will be responsible for performing such toileting as is assigned by the classroom teacher or in special situations by the supervising administrator.

In-service training on toileting procedures and other health related services will be provided to Educational Support Personnel.

Effective July 1, 2018, in some circumstances, an ESP will be expected to assist students with their personal care, including toileting.

These students may include:

- Students with PDD, Autism, or other cognitive/neurological deficits who participate in an intensive program;
- Other identified individual students who are fully included but require the support of a full time assistant;
- These students may require assistance with:
 - Diaper changing
 - Toilet training
 - Assistance in the bathroom with dressing
 - Assistance in the bathroom with personal care such as washing and wiping

In circumstances where an ESP member will be expected to provide such care, it is understood that the administration will:

- Inform potential or transferred member of this expectation at the time of hire or transfer.
- Provide staff with annual training in appropriate procedures and guidelines.
- Provide staff with appropriate materials and supplies such as gloves, wipes, plastic bags for wet or soiled clothing, containers for disposal, etc.
- Develop alternate plans to address the student's personal care needs should the professional be absent.
- This position description is not applicable for students who may have from time to time an "accident" and who may need additional assistance.

ESP members who are routinely working in this capacity will receive an additional \$200 per semester. A semester shall be interpreted as one half of the school year. The member shall be both regularly assigned to perform toileting duties in the ordinary course of their employment, and, the need for toileting shall be included in the student's IEP in order to qualify for payment of the stipend. The stipend shall be payable to the member within 60 days of the conclusion of the qualifying semester. **Effective July 1, 2021, the toileting stipend shall be deleted.**

The determination as to whether an aide will or will not attend a student core evaluation will be made by the teacher after consultation with the supervising administrator.

It may be necessary for Educational Support Personnel to attend job related workshops or parent/teacher conferences outside the normal workday. Educational support personnel may request in writing to attend such conferences or job-related workshops, and may so attend, with the approval of their immediate supervisor or principal. In addition, their immediate supervisor or principal may request, in writing, that they attend a specific conference or workshop, and the employee shall so attend. In either event, educational support personnel will be compensated at their hourly rate upon completion or fulfillment of their responsibilities.

B. Job Descriptions

The Employer shall provide each ESP with a job description that describes the duties of his/her position. The Employer shall not assign duties that fall outside of the normal duties of that position, except on an emergency basis that may only be temporary.

Effective July 1, 2021, the attached job description shall replace the current job descriptions. The parties will continue to bargain changes to the job description as to additional duties for 12 month positions.

- Members shall have the ability to use Online Platforms through Google Meets and Google Classroom, etc., In Person and Virtually. The District agrees to provide training to members as necessary and/or requested.

- Members shall be able to assist in behavioral interventions and, when necessary, able to achieve Safety Care Certification (with full restraint training provided as required).

- The ESP Unit acknowledges the need for substitute's teachers within the District to provide coverage for absent members of the teaching staff. Taking this into consideration the District will endeavor to, when feasible, employ substitutes to provide coverage

C. One-On-One Assignments

Any ESP who has been assigned to the same student in a one on one assignment may request to be reassigned to a different position for the next school year. The final determination shall remain with management.

D. **Special Ed Review:** Building based ETFs will create a schedule for members assigned to special needs students to meet with Special Ed Professionals quarterly or trimesterly to review Special Ed Practices, IEP's and Behavior Support Plans. Additional support will be added when needed.

ARTICLE XVII: TUITION REIMBURSEMENT

Effective July 1, 2021:

The Committee agrees to allocate twenty thousand dollars (\$20,000.00), per school year for tuition reimbursement for bargaining unit members. The courses must be undergraduate or graduate level courses relating to the role of an ESP and/or teacher and support the educational needs of Haverhill Public Schools students.

All members are eligible for undergraduate or graduate reimbursement for courses taken at an accredited college or university. Reimbursement shall be at the rate of one hundred forty dollars (\$140.00) per credit with total reimbursement allowed for tuition, per course, not to exceed four hundred and twenty dollars (\$420.00). Fees and PDP's are not eligible for reimbursement.

Members shall be reimbursed up to the first three (3) college credits based on a first come, first eligible basis using the date of initial submission. If there are funds not committed by June 1st,

then those eligible members shall be reimbursed for the second three (3) college credits, then the third three (3) college credits, and so on until all funds are allocated. No funds beyond the amount allocated above shall be required to fund any requests for reimbursement herein.

The following must be submitted for approval to the Superintendent or his/her designee when seeking course approval/tuition reimbursement:

1. Prior to taking the course(s):
 - a. Submit the completed course approval/request for reimbursement form. Members are responsible for submitting all of the required information on the course approval/tuition reimbursement form before the course is approved. Forms submitted for approval after the start of the course will not be considered.

2. Upon completion of course(s):
 - a. Provide official transcripts verifying the college/university, name of employee, title of course, date course was completed and a grade of B or better. Submit to Human Resources along with the signed course approval request.

 - b. Submit the proper documentation within thirty (30) days of completing the course and the reimbursement will be paid within sixty (60) days of receipt of required documentation.

Any tuition payments that were disbursed within two (2) years from the date of resignation, will be reimbursed to the district by the ESP.

ARTICLE XVIII: EVALUATION

All Educational Support Personnel shall be evaluated a minimum of once annually prior to June 1 by a principal or his/her designee. The agreed upon evaluation instrument is attached as Appendix B.

The parties acknowledge that they have commenced bargaining over changes to the current performance evaluation form and hereby agreed to continue to bargain changes to the form to be effective for the 2021-2022 school year. The Group and the School Committee shall complete the negotiations for the new performance Evaluation form no later than September 1, 2021. The new evaluation form shall be referenced and incorporated into Article XVIII of the Contract.

ARTICLE XIX: NONDISCRIMINATION

Educational Support Personnel will not be discriminated against because of their race, color, national origin, age, gender, sexual orientation, or disability.

There will be no reprisals of any kind taken against any Educational Support Personnel by reason of his/her membership in the Association or participation in its activities.

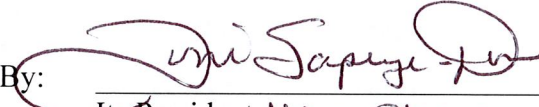
IN WITNESS WHEREOF, the parties to this Contract have ratified and caused these presents to be executed by their agents hereunto duly authorized and their seals to be affixed hereto, as of the date first written above written.


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

This Agreement is subject to ratification by the Unit and the School Committee.

SCHOOL COMMITTEE OF HAVERHILL

EDUCATION SUPPORT PERSONNEL OF THE
HAVERHILL EDUCATION ASSOCIATION

By: 
~~Its President~~ Vice-Chair

By: 
Its President

Dated: June 15, 2022

Dated: 6/17/22

**APPENDIX A
2020-2021 (FY21) 196 days (2.00%)**

All elementary and middle school levels, educational support personnel will work 6 and 1/2 day excluding a thirty-minute lunch.
At the High School level, educational support personnel will work 7 and 1/2 hour day excluding a thirty-minute lunch.

Hourly	Step	Class 1A	Class 1B	Class II	Class III	Class III Stipend
	1	\$16.49	\$17.10	\$17.75	\$18.31	\$18.84
	2	\$17.10	\$17.69	\$18.38	\$19.02	\$19.55
	3	\$17.82	\$18.50	\$19.12	\$19.79	\$20.32
	4	\$18.46	\$19.12	\$19.78	\$20.43	\$20.96
	5	\$19.25	\$19.91	\$20.60	\$21.29	\$21.81
	6	\$19.71	\$20.39	\$21.10	\$21.81	\$22.35
6 hr day	Step	Class 1A	Class 1B	Class II	Class III	Class III Stipend
	1	\$19,396	\$20,108	\$20,876	\$21,535	\$22,155
	2	\$20,108	\$20,807	\$21,618	\$22,371	\$22,991
	3	\$20,960	\$21,756	\$22,480	\$23,276	\$23,898
	4	\$21,715	\$22,486	\$23,262	\$24,030	\$24,651
	5	\$22,633	\$23,412	\$24,223	\$25,032	\$25,652
	6	\$23,184	\$23,982	\$24,814	\$25,643	\$26,278
6.5 hr day	Step	Class 1A	Class 1B	Class II	Class III	Class III Stipend
	1	\$21,013	\$21,784	\$22,616	\$23,330	\$24,002
	2	\$21,784	\$22,541	\$23,419	\$24,235	\$24,907
	3	\$22,707	\$23,569	\$24,353	\$25,216	\$25,889
	4	\$23,524	\$24,360	\$25,201	\$26,033	\$26,706
	5	\$24,519	\$25,363	\$26,242	\$27,118	\$27,790
	6	\$25,116	\$25,981	\$26,881	\$27,780	\$28,468
7 hr day	Step	Class 1A	Class 1B	Class II	Class III	Class III Stipend
	1	\$22,629	\$23,460	\$24,356	\$25,124	\$25,848
	2	\$23,460	\$24,275	\$25,221	\$26,099	\$26,823
	3	\$24,453	\$25,382	\$26,226	\$27,156	\$27,881
	4	\$25,334	\$26,234	\$27,139	\$28,035	\$28,760
	5	\$26,405	\$27,314	\$28,260	\$29,204	\$29,927
	6	\$27,048	\$27,979	\$28,949	\$29,917	\$30,658

**APPENDIX A
ESP SALARY SCHEDULE
2021-2022 (FY22)**

All elementary and middle school levels, educational support personnel will work 6 and 1/2 day excluding a thirty-minute lunch.
At the High School level, educational support personnel will work 7 and 1/2 hour day excluding a thirty-minute lunch.

2021-2022 (FY22)			2021-2022 (FY22)		
		182 days Hourly			227 days Hourly
Hourly	Step	10 mos		Step	12 mos
(1-3 YOS)	1	\$21.00	(1-3 YOS)	1	\$21.00
(4-9 YOS or B Degree)	2	\$24.00	(4-9 YOS or B Degree)	2	\$24.00
(10+ YOS)	3	\$27.00	(10+ YOS)	3	\$27.00
		Annual			Annual
6 hr day	Step	10 mos	6 hr day	Step	12 mos
(1-3 YOS)	1	\$22,932.00	(1-3 YOS)	1	\$28,602.00
(4-9 YOS or B Degree)	2	\$26,208.00	(4-9 YOS or B Degree)	2	\$32,688.00
(10+ YOS)	3	\$29,484.00	(10+ YOS)	3	\$36,774.00
6.5 hr day	Step	10 mos	6.5 hr day	Step	12 mos
(1-3 YOS)	1	\$24,843.00	(1-3 YOS)	1	\$30,985.50
(4-9 YOS or B Degree)	2	\$28,392.00	(4-9 YOS or B Degree)	2	\$35,412.00
(10+ YOS)	3	\$31,941.00	(10+ YOS)	3	\$39,838.50
7 hr day	Step	10 mos	7 hr day	Step	12 mos
(1-3 YOS)	1	\$26,754.00	(1-3 YOS)	1	\$33,369.00
(4-9 YOS or B Degree)	2	\$30,576.00	(4-9 YOS or B Degree)	2	\$38,136.00
(10+ YOS)	3	\$34,398.00	(10+ YOS)	3	\$42,903.00

**APPENDIX A
ESP SALARY SCHEDULE
2022-2023 (FY23)**

All elementary and middle school levels, educational support personnel will work 6 and 1/2 day excluding a thirty-minute lunch.
At the High School level, educational support personnel will work 7 and 1/2 hour day excluding a thirty-minute lunch.

2022-2023 (FY23) 1.5%			2022-2023 (FY23) 1.5%		
		182 days Hourly			227 days Hourly
Hourly	Step	10 mos		Step	12 mos
(1-3 YOS)	1	\$21.32	(1-3 YOS)	1	\$21.32
(4-9 YOS or B Degree)	2	\$24.36	(4-9 YOS or B Degree)	2	\$24.36
(10+ YOS)	3	\$27.41	(10+ YOS)	3	\$27.41
		Annual			Annual
6 hr day	Step	10 mos	6 hr day	Step	12 mos
(1-3 YOS)	1	\$23,281.44	(1-3 YOS)	1	\$29,037.84
(4-9 YOS or B Degree)	2	\$26,601.12	(4-9 YOS or B Degree)	2	\$33,178.32
(10+ YOS)	3	\$29,931.72	(10+ YOS)	3	\$37,332.42
6.5 hr day	Step	10 mos	6.5 hr day	Step	12 mos
(1-3 YOS)	1	\$25,221.56	(1-3 YOS)	1	\$31,457.66
(4-9 YOS or B Degree)	2	\$28,817.88	(4-9 YOS or B Degree)	2	\$35,943.18
(10+ YOS)	3	\$32,426.03	(10+ YOS)	3	\$40,443.45
7 hr day	Step	10 mos	7 hr day	Step	12 mos
(1-3 YOS)	1	\$27,161.68	(1-3 YOS)	1	\$33,877.48
(4-9 YOS or B Degree)	2	\$31,034.64	(4-9 YOS or B Degree)	2	\$38,708.04
(10+ YOS)	3	\$34,920.30	(10+ YOS)	3	\$43,554.49

Substitute Rate:

Effective January 1, 2018

Educational Support Personnel who substitute for absent teachers shall receive \$25.00 per day, unless they are certified. If certified as a teacher, they shall receive \$115.00 per day or current rate.

Educational Support Personnel who substitute for clerical staff shall receive \$25.00 per day.

Effective January 1, 2018

Any Educational Support Personnel who substitutes for a teacher for one or more classes in a day and who then reaches six (6) classes covered for a period of 30 minutes or greater can complete the form below and submit for one day of substitute pay for \$25.00. It is the responsibility of the ESP to complete the paperwork and to submit to their principal for confirmation.

APPENDIX B

**HAVERHILL PUBLIC SCHOOLS
EDUCATIONAL SUPPORT PERSONNEL
EVALUATION INSTRUMENT**

In accordance with Article XVI of the collective bargaining agreement between the Haverhill School Committee and the Haverhill Public schools Educational Support Personnel effective January 1, 1995, all Educational Support Personnel shall be evaluated a minimum of once annually prior to June 1 by a Principal or his/her designee. In compliance, this evaluation instrument was created by a committee comprised of representatives of the Educational Support Personnel Unit and Central Administration.

Name: _____ Title/Position: _____

School: _____ Date: _____

RATING SCALE

S	Satisfactory - performs at or above expected performance level.
U	Unsatisfactory - performs below expected performance level.
NA	Not Applicable - Category does not apply to job description.
	Comments/Recommendations - required on every evaluation.

EVALUATION

Job Responsibilities

	S	U	NA
- Accuracy of work			
- Thoroughness of work			
- Initiative			
- Communication skills			
- Organizational skills			
- Follows directives			
- Quality of work			
- Respect for confidential information			
- Rapport with staff			
- Adherence to policy & procedure			

Cooperation

	S	U	NA
- Acknowledges administrative/supervisory directives			
- Interpersonal skills			
- Collaboration with instructional staff			
- Reliability/dependability			
- Sound judgment & decision-making			

Student Rapport

	S	U	NA
- Ability to focus/re-direct student attention to academics or behavior			
- Sensitivity to varied student abilities & interests			
- Effective communication			
- Responds in firm, fair, consistent manner to student behavior			
- Concern for safety & welfare of students			

Instruction / Supervision

	S	U	NA
- Takes initiative			
- Follows lesson plans			
- Enhances lesson			
- Provides accurate information related to lesson			
- Adapts lesson to meet needs of individual / group			
- Communicates with supervisor			
- Provides essential information from classes to further enhance student learning			
- Assists students with mainstream settings			
- Effective use of instructional media			

Supervisor's Comments / Recommendations:

POST – CONFERENCE

Evaluations of Educational Support Personnel must be reviewed in a post-conference meeting. The employee should read and discuss the evaluation with the evaluator. The employee has the right to comment on or rebut the evaluation. If so, attach a statement on a separate paper.

Summary of Conference: (Include employee’s comments)

Evaluation Summary Rating	S	U
----------------------------------	----------	----------

Employee’s Signature: _____ **Date:** _____

Evaluator’s Signature: _____ **Date:** _____

Evaluator: _____ **Title:** _____

A copy must be forwarded to the Human Resources Department for the employee’s personnel file. Additional copies should be retained by the employee and supervisor / evaluator submitting the evaluation.

APPENDIX C

SETTLEMENT AGREEMENT

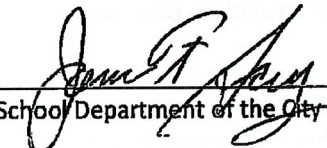
This Settlement Agreement is made and entered into as of the seventeenth day of April, 2013, by and between the Haverhill Education Association/Education Support Personnel Unit (hereinafter the "Union"), and the School Department of the City of Haverhill (hereinafter the "District"). In full and final settlement of all matters pertaining to a pending arbitration relative to the use of Merrimack College Education Fellows by the District, and for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. The District agrees to limit the number of Merrimack College Education Fellows to fifteen (15) in any academic year.
2. The District agrees that no currently employed full time ESP's will be made part time from the date of this agreement forward.
3. The District agrees that part time employees will get first consideration for full time positions as they become available.
4. The District will provide the HEA a copy of the names and placement of the Education Fellows at the beginning of each year.
5. The District recognizes that employees who work beyond 19 hours are eligible for the health insurance offerings in accordance with the collective bargaining agreement.
6. The District agrees to abide by the previous grievance resolutions for ESP's who were hired as "permanent subs" and then continued employment beyond 30 days.
7. The District agrees that this agreement is the lone exception to the Recognition Clause of the Contract.

8. The District agrees that this issue will only be permanently solved in full collective bargaining, ergo the agreement is only for the current academic year, 2012-13, and the subsequent year, 2013-2014. The use of interns to perform bargaining unit work after academic year 2013-2014 will be resolved in collective bargaining.
9. The District agrees that ESP's will be eligible and encouraged to make use of the 30 vouchers for courses offered by Merrimack College as part of the internship program.
10. The District agrees to temporarily resolve the issue over the use of Merrimack College Education Fellows by paying all ESP unit members, both full time and part time, a pre-arbitration award of \$200 to be paid by July 14, 2013, and another \$200 to be paid by July 14, 2014.
11. Upon full execution of this Agreement, the Union will withdraw with prejudice the pending American Arbitration Association Case.



Haverhill Education Association/Education
Support Personnel Unit



School Department of the City of Haverhill

APPENDIX D

**HAVERHILL PUBLIC SCHOOLS
HAVERHILL, MASSACHUSETTS 01830**

ANTICIPATED OPENING
ANNOUNCEMENT OF POSITION

HAVERHILL PUBLIC SCHOOLS IS A DIVERSE ENVIRONMENT AND IS PROUD TO BE AN EQUAL OPPORTUNITY EMPLOYER. ALL QUALIFIED CANDIDATES WILL RECEIVE CONSIDERATION

Title of Position: **EDUCATIONAL SUPPORT PERSONNEL - ESP
SPECIAL EDUCATION INSTRUCTIONAL SUPPORT
SPECIAL EDUCATION INTENSIVE SUPPORT
FULL TIME POSITION- Bilingual Preferred**

Work Year: Ten (10) Months - 182 Days - 6, 6.5 or 7 hours per day
Twelve (12) Months - 227 Days - 6, 6.5 or 7 hours per day

**Effective Date
of Employment:** School Year

Salary: In accordance with Educational Support Personnel Salary
Scale.

**Organizational Relationship
or Line of Authority:** Directly responsible to the Principal for all matters
pertaining to the building and to the Director of Special
Education for all matters pertaining to special education.

Statement of Duties:

- Under supervision of a certified teacher, and in accordance with student' IEP, prepare for classroom instructional events and other educational or non-educational activities.
- Assists the teacher in implementing special strategies and interventions developed by the teacher for reinforcing material or skills based on an understanding of individual students, their needs, interests, and abilities;
- Provide positive and appropriate role models for students at all times and treat students with the respect due them as individual members of the community.
- Assists in the teaching process and works directly with children to provide class support in the areas of academics, social skills, self-care (ADL's), and vocational tasks.
- Assist and reinforce generalization in skill development and community integration
- Assist with addressing student behavior and encouraging effort in the classroom.

- Ability to use Online Platforms through Google Meets and Google Classroom, etc. In Person and Virtually.
- Completion of Onboarding Process including familiarization with and responsibility for implementation of students 'IEP, district policies and procedures.
- Serves as a resource person about the student(s) in communicating with the teachers regarding specific instruction with students relative to specific goal attainment.
- Assists in behavioral interventions/able to achieve Safety Care certification (full restraint training provided).
- Assists in implementing treatment plans, safety plans and behavior plans, etc. for various students in order to create a successful learning experience.
- Data Collection as instructed
- Work as a member of a team with other staff members (BCBA, RBT, etc.)
- Be able to apply ABA Strategies (training provided)
- Execute Discrete Trials, de-escalation techniques, positive behavioral interventions (training provided)
- Assist in toileting certain students with disabilities (if required)
- Lift and carry certain students with disabilities per IEP (if required).

Work with individuals and small groups of students to:

- Reinforce material initially introduced by the teacher;
- Assist with self-help and independence skills;
- Implement remedial and review exercises, practice and drill work as outlined by the teacher;
- Aid independent study, enrichment or remedial work as provided by the teacher;
- Help students master instructional tasks assigned by teachers;
- Assist in test taking, use of instructional technology and reading to students;
- Observe and make notes of the observation on performance and behaviors;
- Implement curriculum modifications or accommodations designed by professional staff.

Assist teachers with non-instructional duties, such as:

- Escorting and supervising movement of students throughout the school;
- Proctoring testing and providing make up work assistance;
- Toileting, including diaper changing.

Assist in the administrative duties of the school during normal school hours, including such duties as:

- Provide supervision/monitoring of students during breaks, lunches, community trips and other times as assigned/necessary, including covering for absent members of the teaching staff;
- the supervision of pupils passing in the corridors and during fire drills and assemblies;
- assisting students in situations other than their regular assignment as requested by the teacher;
- temporary assignment by the principal to additional administrative duties (lunchroom, recess, and playground duties will be assigned);
- Set up and operate instructional and/or assistive technology equipment under the direction of the teacher;
- Participate in available professional development activities appropriate to district expectations and to the ESP job requirements.

Responsible for other general duties as indicated by the Principal, the Director of Special Education and the Superintendent of Schools, or his/her designees and policies of the Haverhill School Committee.

Qualifications

- Passing score on the Para Pro Test or other state approved assessment program or 48 college credits
or
- Associate Degree
- Willingness to accept direction and cooperate with all staff
- Prefer prior experience with working with children in a school or similar setting
- Physical Requirements- Ability to move in and out of an office, classrooms, buildings, and up and down stairs. Must possess mobility to work in a classroom and strength to lift and carry materials weighing up to 20 pounds. Strength to lift and/or carry materials/items/persons weighing up to 75 pounds with assistance as the students may need positioning. Ability to climb stairs, kneel and move easily on and off floor mats.
- Ability to use good judgment and exercise tact and diplomacy in dealing with others; ability to respect confidential matters; sensitivity to and respect of the problems of children; traits of resourcefulness,

thoroughness, initiative, patience, courtesy, dependability, and enthusiasm.

- Computer Literate
- Ability to learn and use Assistive Technology
- Ability to use Online Platforms through Google Meets and Google Classroom, etc. In Person and Virtually
- Bilingual *Preferred*
- Such alternatives to the above qualifications as the Superintendent of Schools may find appropriate and acceptable

**Closing Date for Receipt
of Application:**

School Spring Posting #:

**Address all Applications and
Letter of Intent to:**

School Spring (Preferred)

or

Haverhill Public Schools
Human Resource Department
4 Summer Street - Room 104
Haverhill, MA 01830

An Equal Opportunity Employer

The Haverhill Public Schools is an Equal Opportunity Employer and is in compliance with Federal regulations prohibiting discrimination in employment on the basis of race, color, religion, national origin, age, gender, gender identity or expression, sexual orientation, or disability.