
Contract Between

The Ashland School Committee

and

The Ashland Educators' Association

Education Support Personnel's Unit

July 1, 2021 – June 30, 2024

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ARTICLE I - RECOGNITION

For purposes of collective bargaining with respect to wages, hours and other conditions of employment, the Ashland School Committee ("Committee") recognizes the Ashland Educator's Association- Unit B – Ashland Educational Support Personnel ("Association") as the exclusive representative for all full-time and regular part-time paraprofessionals employed by the Ashland Public Schools, including the following classifications: ESP1 (PK-12 Teacher Aides, PK-12 Teacher Assistants), ESP2 (Technology Assistants, Paraprofessionals, ABA) and ESP3 (Tutors, COTA, SLPA) who are not covered by the Unit A contract, excluding all personnel assigned to out of district placements.) For the purposes of this Agreement, the word "employee(s)" shall encompass all members of this unit, regardless of their specific job classification. Excluded are all managerial, confidential and casual employees, all administrative employees, and all other employees employed by the Ashland Public Schools.

Employees who are regularly scheduled to work less than twenty (20) hours per week will be considered part-time employees.

ARTICLE II - NO STRIKES

During the term of this Agreement, the Association or its members shall not cause, sponsor or participate in any strike or illegal activity. If the Association disclaims in writing to the Committee responsibility for any act prohibited hereby, it shall not be liable. Employees who participate in any such act may be disciplined or discharged. Said discharge shall not be subject to the grievance and arbitration procedures, provided, however, that the question of their participation shall itself be subject to the grievance and arbitration procedure outlined in the Agreement.

ARTICLE III - COMMITTEE RIGHTS

The Committee and the Superintendent are provided with powers under the laws of the Commonwealth of Massachusetts, and nothing in this Agreement shall be deemed or construed to derogate from or impair any power, right or duty conferred upon the Committee or the Superintendent by law or any rule or regulation of the Commonwealth. Except where such rights are specifically relinquished, abridged or limited by the provisions of this contract, the Committee has and will continue to retain, whether exercised or not, all of the rights, powers and authority heretofore had by it, including, but not limited to, the determination of educational policy, the operation of the schools and the direction of the working forces. Said areas are exclusively those of the Superintendent and/or the School Committee in accordance with the laws of the Commonwealth.

The Ashland School Committee and the Superintendent under committee rights shall exercise their functions of management, direction and supervision of the School Department. This includes, but is not limited to, the right to: add or eliminate departments; require and assign overtime; increase or decrease the number of jobs; change process; assign work to be performed; schedule shifts and hours to work and lunch or break periods; hire; suspend; demote, discipline or discharge; transfer or promote; initiate layoffs due to financial constraints or other legitimate business reasons; establish

rules, regulations, job descriptions, policies and procedures; conduct orderly operations, establish new jobs; abolish and change existing jobs; determine where, when and how and by whom work will be done and to determine standards of proficiency, except where any such rights are specifically modified or abridged by the terms of this agreement.

This agreement does not purport to spell out all the job responsibilities and obligations of the employees covered by this agreement. Job descriptions are not meant to be all-inclusive. The Committee reserves the right to assign duties consistent with an employee's training and ability, regardless of whether the exact duty is listed in any written job description.

Nothing in this Article will prevent the Association from filing a grievance concerning a violation of a specific provision of this Agreement. Where no specific provision of the contract limits the Committee's right, then the Committee retains its right to exercise its management prerogative.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Committee, the adoption of reasonable rules, policies, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.

ARTICLE IV - EMPLOYMENT

A. ESPs who have served in such positions in the district for 3 complete and consecutive school years shall not be disciplined, suspended, or dismissed without just cause. Any such member may appeal a discipline or discharge decision under the grievance article of this agreement up to and including arbitration for determination of whether the disciplinary action was arbitrary or capricious. This provision shall not apply to a renewal decision or the discipline or discharge of an ESP employee who has served less than 3 complete and consecutive school years.

B. During the first sixty (60) days of an employee's probationary period an employee shall not be allowed to use personal days.

C. Notwithstanding any of the provisions of this Agreement, the Committee reserves the right to employ employees on a part time basis and apply, in its exclusive discretion, the applicable provisions of this Agreement to part-time employees on a pro-rated basis.

D. The determination of work assignments of employees, including any changes thereto, shall be the exclusive prerogative of the Superintendent or his/her designee.

ARTICLE V - PERSONNEL FILE

- A. Employees shall have the right, upon written request, to review the contents of their personnel file by appointment with the Superintendent or his/her designee. Employees shall also have the right to make copies of the material contained therein at reasonable times in the company of the Superintendent or his/her designee.
- B. The employee will be entitled to have a member of the Ashland Educators Association as an observer during the review.
- C. No material derogatory to the member's conduct, service, character or personality will be placed in his/her evaluation file unless the member has had an opportunity to review the materials. The employee will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy, to be filed with the express understanding that such signature in no way indicates agreement with the contents, thereof. The member will also have the right to submit a written answer to such material, within 15 days, and his/her answer shall be reviewed by the Superintendent of Schools and attached to the file copy.
- D. A bargaining unit member may be reprimanded, disciplined, suspended, demoted or dismissed at any time for inefficiency, incapacity, conduct unbecoming, insubordination, moral misconduct, or other good cause. A dismissal by the employer shall sever any and all rights or claims that a bargaining unit member shall have under this Agreement to any additional claims to compensation. The provisions of this section shall not apply to any unit member who has not completed their probationary period.

ARTICLE VI - VACANCIES

- A. During the school year, notice of the vacant positions in the bargaining unit shall adequately publicized by the Superintendent by emailing a copy of the posting to each ESPs school email address as far in advance of the appointment as possible. During summer and school vacation periods, vacancies shall be sent by the Superintendent to each ESPs home email address and such notice shall be e-mailed or delivered to the Association President. Employees who desire to apply for such vacancies shall file their applications in writing with the Superintendent's office within the time specified in the notice.
- B. To the extent possible, notification in writing will be provided to members on or before June 20th where there is a change in their assignment for the coming year, including the school to which they will be assigned.
- C. When an involuntary transfer is necessary, unit members may volunteer to be transferred. In the situation of an involuntary transfer, the needs of the students, qualifications and training, as well as seniority will be considered when determining which unit employee will be transferred, recognizing that the final decision is with the Superintendent or his/her designee. Where the needs of the students, qualifications and training are deemed equal, as determined by the administration, the principle of seniority shall govern and control the appointment.

D. A reassigned unit employee shall be given ten (10) days of notice, when reasonable, if a transfer takes place during a school year. The unit employee will be provided with the reason(s) for the transfer prior to the transfer being made.

ARTICLE VII - REDUCTION IN FORCE

A. With regard to a reduction in force, the Superintendent shall have the sole discretion in determining which position or positions and/or which type of positions are to be eliminated. Temporary employees may be laid off in the discretion of the Superintendent and shall not be covered by this Article.

B. In the event that the Superintendent decides to reduce the number of positions in any of the job classifications covered by this Article, the following procedures will be followed.

C. For purposes of layoffs, each of the job classifications, as listed in the Recognition Clause of this Agreement, will be separate and distinct. In determining the order in which employees in a classification are to be laid off, evaluations, qualifications and experience of the employees will be the determining factor. When individuals are tied on the basis of these criteria, then seniority within the job classification will be the determining factor in breaking the tie. If further reductions are necessary, then employees who do not have teacher certifications and who have "satisfactory" evaluations in each of the three years detailed above shall be laid off. When individuals are tied on the basis of these criteria, then seniority within the job classification will be the determining factor in breaking the tie.

D. Seniority is defined as the length of total, continuous service within the bargaining unit within the Ashland School system.

An employee shall lose his/her seniority if he/she resigns or retires, is terminated from his/her job, refuses or declines a recall, and/or is absent from work for any reason, including layoff, for one year or more.

E. Exceptions to the provisions in this Article may be made by the Superintendent or his/her designee where it is necessary to do so in the interest of the students.

F. The Superintendent's decisions with respect to reductions in force shall be subject to steps 1 and 2 of the grievance procedure but shall not be subject to arbitration.

G. RECALL: Employees on layoff because of Reduction in Force shall be on a recall list for the first 12 months of layoff and shall have preference over new applicants for any new position or vacancy in the bargaining unit that the Committee is going to fill. It is the responsibility of the laid off employee to notify the Superintendent with updated address/contact information during the first 12 months of layoff. In making a decision as to which of two or more qualified employees on the recall list will be first recalled, the Superintendent will recall employees within classification in the inverse order of layoff. The failure of an employee to accept assignment within 7 calendar days of the postmark of notification thereof shall automatically remove that employee from the recall list and terminate all recall rights.

ARTICLE VIII - HOLIDAY PAY

A. The following days shall be considered holidays for school-year employees. School-year employees are only paid for days actually worked.

Columbus Day
Rosh Hashanah*
Yom Kippur*
Veteran's Day*
Thanksgiving
The Friday after Thanksgiving
Christmas
New Years day
President's Day
Martin Luther King Day
Good Friday
Patriot's Day
Memorial Day

*Only when these days are included as non-school day(s) (school is closed) falling between Monday and Friday in the school calendar.

ARTICLE IX - SALARIES AND METHOD OF PAYMENT

A. The salaries and/or hourly wages of all employees covered by this Agreement whose wages may be negotiated by the parties and listed separately, are set forth in Appendix A which is attached hereto and made a part hereof.

B. An employee's salary schedule is for work performed during the school year calendar, starting with the beginning of the school year and ending on the following June 30.

C. Upon initial hire, the Superintendent will have full discretion to place the individual on the salary schedule.

D. Employees shall be paid in bi-weekly payments. All employees shall enroll in Direct Deposit, no manual paychecks shall be issued.

E. For their first one year of employment, employees shall be employed on an annual basis via appointment and shall not have any right to reappointment. The reappointment or non-reappointment of such employee shall be at the sole discretion of the Superintendent. The exercise of said discretion shall not be made the subject of a grievance or any other action.

F. Employees will receive notification of potential assignments, rate of pay, and hours of work for the coming school year on or before June 20th.

G. Employees will receive 26 paychecks in alignment with the salary structure of unit A.

ARTICLE X - SICK LEAVE

A. Employees who are scheduled to work twenty (20) hours or more per week shall be eligible to earn sick days at a rate of one and one third (1.3) day per month and are entitled to annual sick leave of thirteen (13) days. Employees who are scheduled to work less than twenty (20) hours per week are eligible to earn sick leave based on hours actually worked per week on a pro-rated basis. Sick leave for employees who are scheduled to work less than twenty (20) hours per week shall be granted on a monthly basis.

B. Any days accumulated by employees covered under this agreement at the time of execution of this contract shall be carried forward into this contract within the maximum accruals listed in paragraph D.

C. In the first year of employment, subject to approval of the Superintendent, the employee may apply for advanced sick leave.

D. Sick leave may accrue to a maximum of two hundred (200) days.

E. Any bargaining unit member who is absent from work shall notify his/her immediate supervisor prior to the start of the work day. Failure to timely notify an employee's immediate supervisor of an absence may be grounds for denying use of a sick day. Where an employee is absent for three (3) or more consecutive work days or where a reasonable question of sick leave abuse exists, the building principal or the superintendent reserve the right to require that an employee provide him/her with a licensed physician's certificate documenting the employee's illness.

ARTICLE XI - NEGOTIATION PROCEDURE

A. This Agreement shall be in full force and effect from August 31, 2009, and shall thereafter be automatically renewed from year to year, unless modified or amended in accordance with the procedure herein set forth. During its term, this Agreement shall not be modified in whole or in part except by an instrument in writing duly executed by both parties.

B. Either party to this Agreement may give written notice of its intention to amend or modify this Agreement prior to November 1 of the year before expiration thereof. Thereafter, the parties shall bargain collectively on any amendments or modification to this Agreement, or on a new Agreement.

C. It is the understanding and contemplation of the parties that the November 1 deadline for notice of intention to modify or amend is absolute and controlling, and that neither party may be required to bargain collectively concerning any term or condition of this Agreement unless such notice has been given as aforesaid.

D. The failure of the Committee or the Association in one or more instances to observe or enforce any provisions of this Agreement shall not be construed as a waiver of said provisions.

E. This Agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiations. The Association and the Committee acknowledge that during the negotiations which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining, that all subjects have been discussed and negotiated, and that the agreements contained in this Agreement were arrived at after free exercise of such rights and opportunities. The Association and the Committee therefore, voluntarily and without qualifications, waive any rights each may have had in this respect and agree that each party shall not be obligated to bargain collectively with regard to any subject or matter referred to or covered by this Agreement and with regard to any subject or matter not covered or referred to in this Agreement, whether or not within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement.

ARTICLE XII - SEPARABILITY AND SAVINGS CLAUSE

If any provision of this Agreement or any application of it to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

ARTICLE XIII - BENEFITS

Employees who regularly work twenty (20) hours or more per week shall be eligible to participate in such health and life insurance, Middlesex County Retirement, dental insurance, 457 income deferral plan and flexible benefit plans as are provided by the Town for municipal employees.

Hourly employees working less than 20 hours per week are required to participate in an OBRA plan as provided by the Town for municipal employees.

All employees, regardless of hours worked, may participate in the tax sheltered annuity plans (403B plan) offered by the School.

ARTICLE XIV - LONGEVITY PAY & SEVERANCE PAY

A. Longevity Pay

Completion of 6-10 years consecutive years	\$850.00
Completion of 11-15 consecutive years	\$1100.00
Completion of 16 or more consecutive years	\$1350.00

B. Severance pay upon retirement shall be paid to all ESP members at the rate of \$25 per day. A maximum of 50 days can be bought back (days 51 – 100). Unused sick days will be paid as follows: after 10 years, employees will be paid up to 50 days; after 15 years employees will be paid up to 100 days; after 20 years of service, employees will be paid up to 200 days.

Severance pay will not be available to any employee hired on or after July 1, 2021.

Members will notify the Superintendent of their intent to retire and receive severance pay no later than February 1 of the previous school year.

A copy of the letter of intent which is sent to the county retirement board will serve as notification of intent to retire.

If the professional staff member after submitting notification of retirement as provided herein, should die prior to January 1, the severance pay due him/her shall be paid to his or her beneficiary as soon as legally possible in the next budget year no later than July 15 of the next budget year.

If a professional member retires because of an emergency and has not submitted proper notification but meets all other requirements, he/she shall receive severance pay in a lump sum within 12 months of first notification.

c. Longevity pay will be distributed in December consistent with Unit A longevity distribution.

ARTICLE XV- SICK LEAVE BANK

- A. Sick Leave Bank (the “Bank”) for use by employees covered by this Agreement who have exhausted their own sick leave will be established.
- B. One (1) earned day of an employee’s sick leave will be donated by such employees through the Sick Leave Bank. Eligible members may sign up for the Sick Leave Bank during a thirty (30) day period commencing September 15 and ending November 1 in any year. When the Sick Leave Bank days drops to a minimum number of days as established by the Sick Leave Bank Committee, members may be required to give additional days. Continued membership in the Bank will require that each member give an additional day(s) if so required by the Sick Leave Bank Committee. If no further days are added to the Sick Leave Bank and the total becomes zero, the Bank shall not operate with deficit days. The maximum of 180 days may be accumulated in the Sick Leave Bank.
- C. Employees who wish to join the Sick Leave Bank may do so after the completion of their first year of service in the Ashland Public Schools. Ninety-one (91) days of continuous employment covered by this agreement will constitute one complete year of service and the employee will be eligible to donate one (1) earned day during the 30 day period listed in paragraph B. Employees with less than ninety-one (91) days of continuous employment covered by this agreement will not be eligible to participate in the Sick Leave Bank.
- D. The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of five (5) members. Two (2) members shall be designated by the Superintendent and two (2) members shall be designated by the Association. The fifth member of the Sick Leave Bank Committee shall alternate on a yearly basis between a Committee designee in the first year, following by an Association designee in the following year. Sick Leave Bank Committee shall determine the eligibility for the use of the Bank and the amount of the leave to be granted. Any employee who wishes to receive days from the Sick Leave Bank shall provide his/her building principal with a licensed physician’s certificate documenting the employee’s illness.
- E. The maximum number of days that may be granted to an employee shall not exceed thirty (30) days in any school year.
- F. If the Sick Leave Bank is exhausted, it shall be renewed by the contribution of one (1) additional day of sick leave from each participating employee covered by this Agreement to be deducted from each employee's accumulated sick leave.
- G. The decisions of the Sick Leave Bank Committee shall be final and binding and not subject to grievance/arbitration.

ARTICLE XVI-TEMPORARY LEAVES OF ABSENCE

A. PERSONAL LEAVE: Employees shall be entitled to three (3) days off per year for personal leave. Such leave shall be taken with the approval of the Superintendent in order to transact urgent personal, household, or legal business, which cannot be transacted outside the regularly scheduled workday. Employees may not use personal days to extend a vacation or holiday. A written notice, submitted forty eight (48) hours in advance and citing one of the three (3) valid reasons for the requested leave will be required before an approval of the leave can be given. The Superintendent may waive the forty-eight (48) hour notice requirement in extraordinary circumstances that would preclude the possibility of providing such notice.

1. Unused personal days shall be rolled into sick day carryovers as of June 30th of each year of this contract within the maximum accrual allowable carryover limits listed in Article X – Sick Days, paragraph D.

B. BEREAVEMENT LEAVE: Employees shall be entitled to bereavement leave as follows:

1. Up to five (5) consecutive calendar days' leave (excluding Saturday and Sunday) shall be granted with pay in the event of the death of the teacher's spouse, son, daughter, mother, father, sister, brother, grandson, granddaughter, grandmother, grandfather, mother-in-law, father-in-law, stepson, or step daughter.
2. Up to two (2) consecutive calendar days' leave (excluding Saturday and Sunday) shall be granted with pay in the event of the death of the teacher's aunt, uncle, niece, or nephew, and up to one (1) calendar day for a cousin. Up to two (2) consecutive calendar days' leave (excluding Saturday and Sunday) shall be granted with pay to the teacher in the event of the death of the following family members of the teacher's spouse: grandmother, grandfather, brother, or sister.
3. The Superintendent has the sole discretion to grant up to and including five (5) additional days of funeral leave with pay to a teacher. The Superintendent has the sole discretion to grant additional unpaid funeral leave days to a teacher. The decision(s) of the Superintendent in the exercise of her/his discretion in this subsection 3 shall not be subject to grievance or arbitration.

C. Time necessary for Ashland Educators Association President and Vice President to attend Massachusetts Teachers Association, National Education Association conferences and/or any other meetings of an education nature may be provided with pay at the discretion of the School Committee. Expenses for travel, food and lodging incurred while attending these meetings may be provided at the discretion of the School Committee. Every attempt will be made to create a schedule for the President of the Association that does not include duties so that he/she may conduct AEA business that can not be conducted before or after school hours.

D. The Association acknowledges that the Association and the Committee are subject to the provisions of the Massachusetts Parental Leave Act (MPLA). The MPLA shall not increase or decrease the length of leave available to eligible employees under this Agreement. It is also acknowledged that unit

members may use accrued sick days for the purpose of this leave. Alleged violations of the MPLA are not subject to the parties' grievance and arbitration procedures.

The intent of this section is to allow an employee paid parental leave for the purpose of bonding with a child after birth or adoption. This leave may be taken for up to, but shall not exceed, the ten (10) consecutive weeks immediately after the birth or adoption, but may begin up to two (2) weeks prior to the anticipated date of birth or placement of an adopted child. This period of paid leave shall be charged to an employee's individual sick leave accrual provided (a) they have available sick days and (b) the day would have been a normal work day. The employee must notify their intent to use accrued sick time and how many days to be used at the time of request for leave.

E. The Association acknowledges that the Association and the Committee are subject to the provisions of Massachusetts General Law, Chapter 234A, Section 48, addressing pay for regular employees called to trial or grand jury duty. Alleged violations of MGL CH234A, S 48 are not subject to the parties' grievance and arbitration procedures.

F. All benefits to which the unit member was entitled at the time of her/his leave commenced, including unused accumulated sick leave will be restored upon her/his return, and he/she will be placed on the applicable salary schedule at the step which he/she had attained when the leave commenced except that a member who had worked ninety (90) days or more in the school year in which her/his leave commenced will be placed on the next step of the applicable salary schedule. A member returning from such a leave will be assigned to the same or substantially equivalent position which she/he held at the time the leave commenced.

G. The Federal Family and Medical Leave Act of 1993 ("FMLA") entitles eligible employees to take unpaid, job-protected leave for specified family and medical reasons. FMLA leave will be granted in accordance with the applicable federal laws and statutes. The employee must request FMLA leave in writing on the FMLA Leave Request Form (as shown in Appendix C) and submit the form to the Superintendent prior to the start of the FMLA leave.

ARTICLE XVII-AGENCY FEE AND DUES

So long as Agency Service Fee remains unconstitutional this Article shall be null and void.

Pursuant to the provision of M.G.L. Chapter 150E, Section 12, the Committee accepts an Agency Service Fee beginning on July 1, 2009, for all newly hired employees covered by this agreement, wherein the Association can assess those newly hired employees not members of the Association an annual amount commensurate with the costs of collective bargaining and contract administration. Said Agency Service Fee shall be a percentage of the combined membership dues of the Ashland Teachers' Association-Unit B, the Massachusetts Educators Association, and the National Education Association as determined by the Ashland Educators Association- Unit B in accordance with Chapter 150E, Section 12, and the "AEA check-off card" shall be submitted by the 30th day of employment. Said agency service fee shall be paid or deducted in the same manner as dues for membership in the Ashland Educators Association.

ARTICLE XVIII-GRIEVANCE PROCEDURE

A. Definition: For the purpose of this Agreement, a grievance shall be defined as: Any complaint by an employee or a group of employees, covered by this Agreement, that there has been a violation, misinterpretation, misapplication, or inequitable or unfair application of a specific provision of this Agreement.

B. It is the declared objective of the parties to encourage prompt resolutions of grievances. The parties recognize the importance of prompt and equitable disposition of any complaint at the lowest organizational level possible. Any party covered by this agreement shall have the following rights under this grievance procedure.

C. Any question, problem or disagreement may be discussed at any time, on an informal basis, between any individual, on behalf of himself/herself or others, and his/her immediate supervisor or other representative of management, without such informal discussion being considered a part of the grievance procedure herein set forth.

D. The failure on the part of the Association or a grievant to institute a grievance within the time limits set forth in Levels One, Two and Three in paragraph H of this Article shall be conclusively deemed to constitute a waiver of all rights for this dispute under this article. Failure at any step of this procedure to appeal the grievance to the next step within the specified time limit shall also constitute a waiver of all rights to proceed with this dispute.

E. For purposes of this Article, the term "school days" shall be defined as those days when school is actually in session.

F. By mutual consent of the parties involved in the grievance procedure, the time schedule may be shortened or lengthened.

G. The grievance at any level will be in writing and signed and shall set forth the precise date, and if applicable, the time and place of the grievance and shall set forth the specific facts giving rise to the grievance and the specific section(s) of this Agreement that the grievant and/or Association believes to have been violated. All grievances shall be submitted on the approved grievance form, a copy of which is included at the end of this contract as Appendix B.

LEVEL ONE - An employee with a grievance shall, with or without a representative of the Association, present it in writing to the immediate supervisor or building principal no later than:

- a. Ten (10) school days from the date of the event on which the grievance is based.
- b. Within ten (10) school days from the date the aggrieved should have had knowledge of its occurrence.

The immediate supervisor or building principal shall initial the written grievance together with the grievant and/or an Association representative, noting the date and time of the receipt of the grievance.

In the event that a grievance affects a group or class of employees, the group or class of employees may request the Association to submit the grievance on their behalf commencing at Level One provided, however, that the ten (10) school day time limitation for instituting grievances shall begin to run from the date of the first of the alleged violations. Upon request, the immediate supervisor or building principal shall meet with the aggrieved employee(s) in an effort to settle the grievance. Any meeting with reference to the above shall be held during non-school hours. The employee shall be notified of decisions in writing no more than ten (10) school days after the submission of the grievance at Level One or the Level One meeting, whichever is later.

LEVEL TWO - In the event that the grievance is not settled at Level One, the Association may submit the written grievance to the Superintendent of Schools within ten (10) school days of the receipt of notification of an adverse decision.

Upon request, the Superintendent or his/her designee shall meet with the aggrieved employee in an effort to settle the grievance at this level. This Level Two meeting shall normally be held within ten (10) school days after receipt of the grievance by the Superintendent, unless the Superintendent requires a longer period in which to arrange the meeting. The aggrieved employee shall be notified of the Superintendent's decision within ten (10) school days following the presentation at Level Two, or the Level Two meeting, whichever is later.

LEVEL THREE - In the event the grievance is not settled at Level Two, the original written grievance may be submitted to arbitration by the Association or the School District in accordance with the following procedure:

1. A request for arbitration shall be made in writing to the American Arbitration Association within twenty (20) school days of receipt by the grievant or the Association (whichever occurs sooner) of an adverse decision at Level Two.

2. The party requesting the arbitration shall execute and mail a written request to the American Arbitration Association for the appointment of an arbitrator, and a copy of said request shall be simultaneously mailed to the other party. The selection of an arbitrator will then be made in accordance with the rules and regulations of the American Arbitration Association.

3. The authority of the arbitrator shall be limited to the terms and provisions of this Agreement and to the question or questions which are submitted. The arbitrator shall not have any authority to change the established salary schedule or other forms of compensation as provided in this Agreement, to establish any terms or conditions of employment or to add to, subtract from, modify or otherwise change any of the terms or provisions of this Agreement. The arbitrator shall have no authority to make any decisions or award retroactive relief beyond the date on which the date of the alleged violation took place. The decision of the arbitrator shall be final and binding upon all parties.

4. The costs of the services of the arbitrator shall be borne equally by the Committee and the Association.

5. Each party shall pay its own expenses for the presentation of its case to the arbitrator.

ARTICLE XIX-WORK YEAR

A. Employees will be paid for actual hours worked, based on their regular assignment schedule. The sole exception shall be that on the day before Thanksgiving and the last day of the school year, employees shall work a half day and be paid for their regular full day.

B. On scheduled early release days, employees will be paid for the actual hours they worked performing their regular duties. All employees will be required to work a full day on the four (4) PK-12 early release days. Unit members will receive a regular days pay for all scheduled hours when the Superintendent of Schools calls for a delayed school opening and/or early dismissal.

C. Any additional time worked beyond an employee's regular work schedule must be requested by the employee's immediate supervisor and be approved prior to the time being worked.

D. School-year employees shall not be paid for any days for which school is cancelled, including but not limited to snow days.

E. All bargaining unit members shall be required to attend three (3) professional development days which shall be scheduled by the school district during the school year.

F. All ESP 1 will be given 1 hour and 15 minutes per week of unscheduled time for preparation and/or collaboration to more effectively perform their duties. All ESP 2 & 3 will receive a total of 2 1/2 hours per week.

This time will be arranged between the principal and employee. Principals will have the flexibility to combine or spread the time as is appropriate with any period being no less than 15 minutes for ESP 1 and 30 minutes for ESP 2 & 3. This time may be adjusted on short work weeks

G. New Educational Support Personnel hired after July 1, 2020 will attend no more than two (2) days orientation before the beginning of the school year.

ARTICLE XX – EVALUATION PROCEDURE

A. Staff evaluation is a cooperative venture to determine areas of strength to build upon and areas of weakness to be eliminated or improved.

B. All employees will be formally evaluated at least once annually in accordance with the form and procedures established by the school district. The evaluation form and rubric can be found in Appendix D.

1. Observations of ESPs for the purpose of evaluation will occur once a year.
2. Each observation will be no less than 10 minutes.
3. The observation will take place by May 1.
4. The employee will receive written feedback within 5 school days of the observation, and a follow-up meeting will take place at the request of either the evaluator or the member.
5. The observation will be done by an appropriate administrator.
6. The final evaluation each year will be given to the employee no later than June 1.
7. The evaluation will provide feedback about observed strengths as well as areas for improvement.

C. All evaluations will be done with the full knowledge of the employee(s). The school district reserves the right to conduct periodic evaluations of employees covered by this Agreement, at any time.

D. The employee shall be given a copy of any evaluation and shall discuss such report with the evaluator(s). The employee shall acknowledge he/she has reviewed the evaluation report by affixing his/her signature to the copy to be filed. Such signature does not indicate agreement or disagreement with the content of the report. The member will also have the right to submit a written answer to such material, within 10 calendar days, and his/her answer shall be reviewed by the Superintendent of Schools and attached to the file copy.

1. The evaluator(s) shall point out to the employee any area in which the employee DOES NOT MEET the level of performance in the evaluation. The employer will make specific suggestions for improvement. The evaluation will be discussed with the employee and a plan of action developed to achieve these objectives. Within three (3) work months, the employee will be evaluated again with respect to these particular areas of employment.

2. In the event, the employee has not improved within six (6) months of the date of evaluation, the employee will be subject to appropriate disciplinary action, including discharge. Any disciplinary action taken pursuant to this shall be subject to the grievance and arbitration provisions of the Agreement. The evaluative judgment of the evaluator(s) and/or the substance of the evaluation shall not be subject to the arbitration provision of this Agreement. Any dispute as to whether the process of the evaluation has been fairly followed shall be subject to grievance and arbitration.

E. The parties affirm their desire that all employees of the District- administrators, professional employees, and others included-treat each other with dignity and mutual respect. This paragraph is not subject to arbitration.

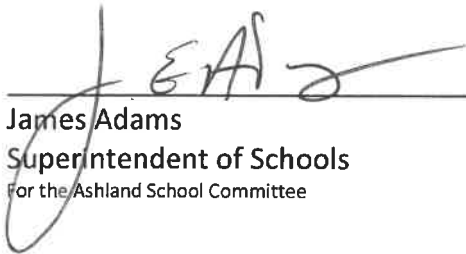
ASHLAND PUBLIC SCHOOLS
ASHLAND, MASSACHUSETTS



Michelle Smith
President - Ashland Educators Association

AUGUST 10, 2021

Date



James Adams
Superintendent of Schools
For the Ashland School Committee

August 10, 2021

Date

APPENDIX A
ASHLAND EDUCATION SUPPORT PERSONNEL
HOURLY RATES

A. Wages

All ESPs will work 183 days.

Note: Adjustments will be made for ESPs working more or less hours per day.

Elementary 21/22				
	ESP 1 – Building Aid	ESP 1	ESP 2/ABA	ESP 3/COTA
Step 1	\$21,574	\$22,180	\$28,769	\$37,932
Step 2	\$22,973	\$23,633	\$30,076	\$39,265
Step 3	\$24,802	\$25,502	\$32,494	\$42,433
Step 4	\$25,279	\$25,990	\$33,092	\$43,270
Step 5	\$26,401	\$27,131	\$34,384	\$44,741

Elementary 22/23				
	ESP 1 – Building Aid	ESP 1	ESP 2/ABA	ESP 3/COTA
Step 1	\$22,113	\$22,735	\$29,488	\$38,880
Step 2	\$23,547	\$24,224	\$30,828	\$40,246
Step 3	\$25,422	\$26,140	\$33,306	\$43,494
Step 4	\$25,911	\$26,640	\$33,919	\$44,352
Step 5	\$27,061	\$27,809	\$35,244	\$45,860

Elementary 23/24				
	ESP 1 – Building Aid	ESP 1	ESP 2/ABA	ESP 3/COTA
Step 1	\$22,666	\$23,303	\$30,226	\$39,852
Step 2	\$24,136	\$24,829	\$31,599	\$41,253
Step 3	\$26,058	\$26,793	\$34,139	\$44,581
Step 4	\$26,558	\$27,306	\$34,767	\$45,461
Step 5	\$27,738	\$28,504	\$36,125	\$47,007

Preschool & Secondary 21/22				
	ESP 1 – Building Aid	ESP 1	ESP 2/ABA	ESP 3/COTA
Step 1	\$21,778	\$22,390	\$29,041	\$38,290
Step 2	\$23,190	\$23,856	\$30,360	\$39,636
Step 3	\$25,030	\$25,736	\$32,794	\$42,833
Step 4	\$25,515	\$26,236	\$33,405	\$43,679
Step 5	\$26,654	\$27,388	\$34,710	\$45,165

Preschool & Secondary 22/23				
	ESP 1 – Building Aid	ESP 1	ESP 2/ABA	ESP 3/COTA
Step 1	\$22,322	\$22,950	\$29,767	\$39,247
Step 2	\$23,770	\$24,453	\$31,119	\$40,627
Step 3	\$25,656	\$26,380	\$33,614	\$43,904
Step 4	\$26,153	\$26,892	\$34,240	\$44,771
Step 5	\$27,320	\$28,073	\$35,577	\$46,294

Preschool & Secondary 23/24				
	ESP 1 – Building Aid	ESP 1	ESP 2/ABA	ESP 3/COTA
Step 1	\$22,880	\$23,524	\$30,511	\$40,228
Step 2	\$24,364	\$25,064	\$31,897	\$41,643
Step 3	\$26,297	\$27,039	\$34,455	\$45,002
Step 4	\$26,806	\$27,564	\$35,096	\$45,890
Step 5	\$28,003	\$28,775	\$36,467	\$47,451

B. ESPs shall be paid the same hourly rate as Unit A (per Unit A CBA - Article XVII section L) for work assigned beyond the normal work day, such as bus duty, late pick-ups, registration outside of regular work hours, IEP support after school, etc. The parties agree that the Superintendent/designee may limit the number of hours for such assigned work prior to the employee commencing the assigned work. Pay for such hours shall be submitted bi-weekly and paid on the next paycheck.

C. In the event that a member is required by the principal to substitute for a teacher the member will be paid an additional \$5.00 per hour up to a total of 32.50 per day.

ESPs who take over as a long-term sub will be paid an additional \$70/day.

In the event that an ESP 1 fills in for an ESP 2, they will be paid at the ESP 2 rate for the hours/days they function in this capacity.

D. It is agreed by the Committee and the membership that ongoing education and professional development is important to providing quality education for the students of Ashland. To help facilitate this, members will be eligible to receive up to \$400 each year in course reimbursement for pre-approved courses or workshops.

APPENDIX B

ASHLAND EDUCATION SUPPORT PERSONNEL
OFFICIAL GRIEVANCE FORM

NAME OF EMPLOYEE _____

JOB TITLE: _____

WORK LOCATION: _____

IMMEDIATE SUPERVISOR: _____

LEVEL _____ DATE FILED _____

LIST OF SPECIFIC CONTRACT ARTICLE(S) ALLEGEDLY VIOLATED: _____

STATEMENT OF GRIEVANCE: _____

REQUESTED REMEDY: _____

Signature of Member: _____

Date: _____

Signature of Association Rep.: _____

Date: _____

LEVEL ONE:

Decision _____

Signature of Immediate Supervisor or Principal: _____ Date: _____

LEVEL TWO:

Decision _____

Signature of Superintendent: _____ Date: _____

LEVEL THREE to Arbitration:

Decision of Arbitrator

Signature of Superintendent: _____ Date: _____

Appendix C
FMLA Leave Request Form



Ashland Public Schools

Family And Medical Leave
Employee Request

SECTION 1: For completion by the EMPLOYEE

Employee Name:

Employee Home Address:

Home Phone Number:

Work Phone Number:

Email:

School:

Department:

Work Address:

Reason for Leave (check all applicable):

- Birth/Adoption/Pre-Adoptive Foster Care
- Foster Placement
- Employee's Own Serious Health Condition (may require medical certification)
- To Care for Family Member (including domestic partner or domestic partner's parent) of Military Service Member with a Serious Health Condition* (may require medical certification)
- For a Qualifying Exigency due to military deployment of a spouse, son, daughter, or parent in the regular or Reserve armed forces to a foreign country (certification may be required)

**When Family and Medical leave is needed to care for a family member or service member, you must state the care you will provide and an estimate of the time period during which this care will be provided, including*

Anticipated Begin Date of Leave:

Anticipated End Date of Leave:

Briefly Explain Reason for Leave. If leave is to care for someone, please indicate the name of and relationship to the person who needs care.

Substitution of Paid Leave: Please indicate if you would like to use paid leave during your absence and how many days you plan to use (to the extent provided by law, labor agreement, and workplace leave policies). Attach a completed leave report if required.

- Sick (____ days)
- Personal (____ days)

I authorize the appointing authority to obtain any necessary information regarding my request for family and medical leave.

Employee Signature:

Date:

APPENDIX "D"

EDUCATIONAL SUPPORT PERSONNEL EVALUATION RUBRIC.

		Level of Performance			
		Exceeds	Meets	Approaching	Does <u>Not</u> Meet
Performance Responsibilities	Provide students with reinforcement of instruction introduced by the teacher	Reinforces student instruction by using multiple methods of instruction (introduced by the teacher in other lessons). Monitors ongoing student performance and provides teacher with feedback	Reinforces student instruction by using methods introduced by the teacher, adjusts the amount or type of reinforcement while working with the student	Reinforces student instruction by using methods that are introduced by the teacher, but does not adjust the amount/type of reinforcement while working with the student (seeks teacher input)	Does not reinforce the instruction introduced by the teacher, uses methods that confuse the student
	Work with students to sustain behavioral approaches developed by the teacher	Works with teacher to develop and sustain behavioral approaches, provides teacher with ongoing feedback	Routinely supports teacher behavioral approaches, monitors responses and adjust approaches accordingly	Routinely supports teacher behavioral approaches, but does not monitor responses and adjust approaches accordingly	Does not support teacher behavioral approaches, is unable to maintain student control
	Assist in the preparation of activities and materials to be utilized in the classroom	Prepares activities and materials of own design (approved by teacher), researches and locates materials that support the teacher's instructional goal	Prepares varied activities and materials given broad goals by teacher	Prepares activities and materials with significant guidance of the teacher	Does not adequately prepare activities and materials
	Assist in the collection and organization of classroom data used to improve student instruction	Assists the teacher in developing systems for the collections and organization of data	Collects and organizes data on student achievement from multiple sources	Collects classroom data and organizes it using one simple method	Is unable to identify and collect educational data on students
	Assist in the integration of varied technology in instruction	Assists the teacher in integrating varied forms of technology in instruction and/or locating technology resources	Uses varied forms of technology integration during instruction	Uses basic technology that has been integrated into instruction given supervision and guidance	Is unable to utilize basic technology that has been integrated into instruction

EDUCATION SUPPORT PERSONNEL EVALUATION FORM

School _____

Date _____

Name of Educational Support
Personnel _____

Name of
Principal/Supervisor _____

Please record **E** (exceeds), **M** (meets), **A** (approaching), or **N** (does not meet) for each responsibility.

___ Provides students with reinforcement of instruction introduced by the teacher

Comments:

___ Works with students to sustain behavioral approaches developed by the teacher

Comments: _____

___ Assists in the preparation of activities and materials to be utilized in the classroom

Comments: _____

Education Support Personnel Evaluation Form page 2

___ Assists in the collection and organization of classroom data used to improve student instruction

Comments: _____

___ Assists in the integration of varied technology in instruction

Comments: _____

_____ Date _____
Signature of Education Support Personnel

_____ Date _____
Signature of principal/supervisor

**Educational Support Personnel Evaluation
Kindergarten ESP**

School: _____

Date: _____

Name of Educational Support Personnel: _____

Name of Principal/Supervisor: _____

Please record E (exceeds), M (meets), A (approaching), or N (does not meet) for each responsibility.

___ Demonstrates professionalism in communication and collaboration among members of the school community including colleagues and administration.

Comments:

___ Supports a learning environment that encourages appropriate standards of behavior, positive social interactions, active engagement in learning and self-motivation.

Comments:

___ **Supports teachers by participating in instructional practices.**

Comments:

___ **Assist the teacher in planning, modification, and implementation of curriculum, instruction, and assessment, when appropriate.**

Comments:

___ **Provides supervision/support for students outside the classroom**

Comments:

Additional Comments:

Recommendations:

Signature of Education Support Personnel

Date

Signature of Principal/Supervisor

Date