

AGREEMENT

BETWEEN THE

BEVERLY SCHOOL COMMITTEE

AND THE

BEVERLY TEACHERS ASSOCIATION

PARAPROFESSIONALS – UNIT C

September 1, 2011 – August 31, 2014

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AGREEMENT made between the BEVERLY SCHOOL COMMITTEE, hereinafter referred to as the "Committee", and the BEVERLY TEACHERS ASSOCIATION – (PARAPROFESSIONALS), hereinafter referred to as the "Association."

ARTICLE I – RECOGNITION

1. The Committee hereby recognizes the Association for the purpose of collective bargaining (as provided by Chapter 150E of the General Laws of the Commonwealth of Massachusetts) as the sole and exclusive bargaining representative for all regular Paraprofessionals, including all regular special needs Paraprofessionals and classroom Paraprofessionals employed by the Beverly School Committee, excluding all professional, managerial, and confidential employees, and all other employees, as described in the Agreement for Consent Election filed with the Massachusetts Labor Relations Commission in Case No. MCR-3699, dated January 22, 1987.
2. Employees covered hereunder are hereinafter sometimes called "Paraprofessionals".

ARTICLE II – MANAGEMENT RESPONSIBILITY

1. The listing of the following specific rights of management in this Article is not intended to be nor shall be considered restrictive of or as a waiver of any rights of the Committee not listed herein. Such managerial responsibilities shall remain exclusively with the Committee and/or the Superintendent except as they may be modified by the specific provisions of this Agreement.
2. Among such management responsibilities as are vested exclusively in the Committee and/or the Superintendent are the following: the right to hire, promote, transfer, assign and retain employees in positions with the Committee, to suspend, demote, discharge or take other disciplinary action against employees, to evaluate employees, to determine the hourly, daily and weekly schedules of employment, to relieve employees from duty because of lack of work or other legitimate reasons, to make, administer and enforce work rules and regulations, to determine the method, means and personnel by which Committee operations are to be conducted, and to take whatever action may be necessary to carry out the work of the Committee in situations of emergency.
3. The Committee and/or the Superintendent shall have the freedom of action to discharge its responsibility for the successful operation of paraprofessional work including the scheduling of operations, the methods, materials and equipment used in carrying out the functions of such work, and the extent to which its own or other facilities, equipment or personnel shall be used.
4. Any of the rights, powers and authorities which the Committee and/or the Superintendent had prior to entering this collective bargaining agreement are retained by the Committee and/or the Superintendent, except as specifically modified by the Agreement.
5. Nothing contained in this Agreement is to be construed as in any way granting or waiving rights or responsibilities of the Committee and/or the Superintendent which may not be granted or waived by the Committee and/or the Superintendent under the statutes of the Commonwealth of Massachusetts or any applicable City Ordinance.

ARTICLE III – PROBATIONARY PERIOD

Each new employee and each employee hired after a break in service shall be considered as a probationary employee until she/he shall have actually worked two (2) full years. Probationary employees may be disciplined, discharged, or otherwise terminated in the sole discretion of the Superintendent and any such action shall not be subject to challenge.

ARTICLE IV – NON REDUCTION-IN-FORCE TERMINATIONS

Permanent non-probationary employees shall not be disciplined including discharged without just cause.

ARTICLE V – REDUCTION-IN-FORCE TERMINATIONS

1. Anything contained in this Agreement to the contrary notwithstanding, the Superintendent may at any time, but not earlier than fifteen (15) days after the notice of intent to terminate given by the Superintendent as hereinafter provided, terminate a Paraprofessional when such termination is a reduction-in-force.
2. The Superintendent shall determine which employees shall be terminated in a reduction-in-force in accordance with the following rules.
 - a. Employees with the least amount of seniority shall be terminated first provided that such Employees may be retained by the Superintendent over more senior Paraprofessionals based upon an analysis of the following factors:
 - i. Qualifications
 - ii. Experience
 - iii. Quality of Performance
 - iv. Relationship with teachers
 - v. Continuity of relationship

Seniority, as used herein, shall mean length of continuous service in the Beverly Public Schools starting from the most recent date of hire.

3. The Superintendent, in the event of a contemplated reduction-in-force, will advise the Association as to which Paraprofessionals he/she will recommend be terminated, hereinafter called "affected employees." The "affected employees", upon receipt of such notification, shall have the right, upon request made to the Superintendent within ten (10) days of such notification, to meet and confer with the Superintendent concerning his/her proposed recommendations, which meeting shall take place within ten (10) days of the Superintendent's receipt of the "affected employees" written request. In the event the matter is not resolved to the satisfaction of the Paraprofessional, and in the event the Superintendent's recommendation is not in accordance with seniority, the Paraprofessional may appeal the Superintendent's recommendation to the Committee by notice of appeal filed within ten (10) days after meeting with the Superintendent.
4. Anything contained in this Agreement to the contrary notwithstanding, the decision of the Superintendent as to which employees to terminate shall not be subject to challenge.
5.
 - a. A Paraprofessional terminated as the result of a reduction-in-force shall have recall rights, as hereafter provided, for one year from the employee's last day of service. Vacancies to which appointments are made within said one (1) year period, but in which service actually commences after said one (1) year period shall not be considered within the employee's one (1) year recall period.
 - b. In filling positions which become vacant on other than a temporary basis whenever employees have recall rights under this Article, such vacancies shall be filled in the following manner:
 - i. No new Paraprofessional shall be hired for a Paraprofessional position when there is a Paraprofessional with recall rights who, in the judgment of the Superintendent, is qualified to fill such position.
 - ii. As among employees with recall rights, the Superintendent shall recall in accordance with the rules set forth in Section 2, supra.
 - c. Recall notices shall be sent by certified or registered mail to the terminated employee's last known address, with a copy of such notice being sent to the Association. The recalled employee shall have two (2) weeks after receipt of the notice to accept recall. In the event the recalled employee does not accept the recall, all recall rights shall terminate.
 - d. In the event the Association wishes to appeal the recall, it shall notify the Superintendent in writing within five (5) days of the date it receives a copy of the notice to the person recalled. If the dispute is not resolved within five (5) days thereafter, the Association may appeal to the Committee in writing. The Committee shall schedule a meeting to discuss the matter within fourteen (14) days after receipt of notice of appeal. Anything contained herein to the contrary notwithstanding, the decision of the Committee shall not be subject to change.
6. This article shall only be applicable to Paraprofessionals who have passed their probationary period.

ARTICLE VI – GRIEVANCE PROCEDURE

1. Any grievance which may arise between the parties hereto shall be presented in the following manner and order and within the time limits set forth herein. A grievance is defined as a claim concerning the meaning or application of any of the provisions of this Agreement.
 - a. The employee, or a representative of the Association, shall take up the grievance with the employee's immediate supervisor within ten (10) calendar days (in the event the 10th day occurs during a school vacation period, the time shall be extended to twenty (20) calendar days or the 2nd day back after vacation, whichever first occurs) of the date of the grievance or of the date the employee first acquired knowledge or should have acquired knowledge of its occurrence. Such grievance shall be submitted in writing. The employee's immediate supervisor shall attempt to adjust the matter and shall respond within seven (7) calendar days after the submission of the grievance to him in Step 1a.
 - b. If the grievance has not been settled in Step 1a, it shall be taken up with the Superintendent or his/her designated representative within seven (7) calendar days after the supervisor's response is due or received, whichever is earlier. Such grievance shall be submitted in writing. The Superintendent shall respond in writing. The Superintendent shall respond in writing within ten (10) calendar days after the submission of the grievance to him/her in Step 1b.
 - c. If the grievance is still unresolved, the Association may, within ten (10) calendar days after the reply of the Superintendent is due or received, whichever is earlier, submit the grievance to the Committee. The Committee shall meet with the aggrieved employee and representative of the Association within the twenty-one (21) calendar days after receipt of the written grievance in an effort to resolve the matter.
 - d. If the grievance cannot be resolved by and between the Committee and the aggrieved employee and the Association within twenty-one (21) calendar days after the meeting held in Step 3, then the matter may be submitted to arbitration within fourteen (14) calendar days thereafter by either the Committee or the Association pursuant to the Labor Arbitration Rules of the American Arbitration Association.
2. Failure of the grievant to present a grievance within and to advance it in accordance with any of the time limits set forth in the grievance procedure shall constitute a resolution of the grievance against the grievant. The time limits set forth herein may be enlarged by the written consent of the parties hereto.
3. In the event any of the parties to whom the grievance is presented as hereinbefore provided fails to respond within the time limits provided, it shall be deemed a denial of the grievance.
4. The arbitrator's authority shall be limited to matters involving the interpretation and application of the provisions of this Agreement. The arbitrator may not modify, amend, delete, or add to the terms of this agreement. Within the limits of his authority, the decision of the arbitrator to the extent provided by law shall be final and binding. The fees and expenses of the arbitrator shall be borne equally by the parties. No employee shall have the right to require arbitration.

ARTICLE VII –WORK DAY AND WORK YEAR

1. This Article defines the normal hours of work and shall not be construed as a guarantee of hours of work per day, per week, or per year.
2. The regularly scheduled workweek shall consist of five (5) consecutive days, Monday through Friday.
3. The normal workday for the purpose of this Agreement is the twenty-four (24) hour period beginning with the employee's regularly scheduled daily starting time.
4. The normal hours per day shall be six (6) hours and fifteen (15) minutes which shall include an unpaid duty-free lunch of thirty (30) minutes. Employees who are required to work in excess of their normal hours per day shall be paid for said hours at their regular straight time hourly rate.
5. The normal work year for all employees will be 183 days.
6. The Superintendent retains the right to establish and change for each employee the number of hours in the work day, the starting and quitting times, the number of hours in the work week, and the length of the work year provided, however, that no such change shall be made in an arbitrary or capricious manner. The standard of review of Superintendent action under this section shall be whether the Committee acted in an arbitrary or capricious manner.
7. Paraprofessionals who work at elementary schools shall leave early on three scheduled early release days and shall attend a professional development day in exchange.
8. A fifteen (15) minute break/preparation period will be granted to all paraprofessionals.
9. The parties agree that circumstances such as district renovation projects could necessitate changes in the student instructional calendar. In the event that said changes are necessary, the Superintendent shall notify the Association President no less than three (3) months prior to the affected change. Employees in the affected school(s) who have a planned vacation impacted by this change shall be granted leave if they can demonstrate

that a personal financial commitment had been made prior to being notified of the calendar change. The impacted employee(s) will be given the option of making up the missed time or paying the cost of a substitute.

ARTICLE VIII – JOB POSTING

Whenever a vacancy occurs in the bargaining unit and the Superintendent desires to fill such vacancy, the vacancy shall be posted for ten (10) days on an appropriate bulletin board in each school building. The Superintendent reserves the right to fill the vacancy with an applicant from within or outside of the bargaining unit.

ARTICLE IX – ASSIGNMENTS AND TRANSFERS

1. The Superintendent will notify bargaining unit members whom he/she intends to employ for the subsequent school year no later than June 30th and of their tentative assignment as soon as possible thereafter. The Administration reserves the right to transfer or reassign employees. The Superintendent, upon request made in writing by the employee within ten (10) days of notice of transfer or reassignment, shall meet with the employee to discuss the transfer or reassignment. In the event the matter is not resolved to the satisfaction of the employee, the employee may appeal the decision of the Superintendent to the Committee by notice in writing filed within five (5) days after the meeting with the Superintendent. The decision of the Committee shall not be subject to challenge. The employee's request for a meeting with the Superintendent, as aforementioned, shall not prevent or hold in abeyance the transfer or reassignment.
2. A unit member who wishes to express a concern over a yearly assignment may within the first 10 working days request a meeting with the Superintendent to discuss the issue.
3. All Paraprofessionals may be required to share in the administrative duties of the school during their normal school hours, such as the supervision of pupils passing in the corridors, fire drills, assemblies, office duties, and assisting students in situations other than their regular assignment. In the event of an emergency, the principal shall have the right to temporarily assign additional administrative duties. Lunchroom, recess, and playground duties will be assigned only in emergency situations.

ARTICLE X – PAY SCHEDULE

1. Employees shall be compensated in accordance with the pay schedule attached to this Agreement as Appendix A.
2. The Superintendent in placing new bargaining unit members on the salary schedule may grant, in his/her discretion, credit for prior appropriate and comparable experience or prior related experience in business trade profession. The denial of any such credit shall not be subject to the grievance and arbitration provisions of this agreement.
3. Paraprofessionals with the following years of continuous service shall receive the following:

a. After ten (10) years or more of service	\$450
b. After fifteen (15) years or more of service	\$600
c. After twenty (20) years or more of service	\$725
d. After twenty-five (25) years or more of service	\$800

Eligible employees shall receive the entire amount due in the first pay period in December of each year. In the event an employee dies or retires during a school year, the employee or his/her heirs shall be paid the applicable longevity pay pro rata from the beginning of the school year to the month of termination.
4. Paraprofessionals shall receive 1/22 of their contracted salary for each of the first 22 payments.
5. Employees who are required to work in excess of their normal hours per day shall be paid for said hours at their regular straight time hourly rate. Such work shall be on a volunteer basis. If no one volunteers, they may be assigned on a rotational weekly basis.
6. If a paraprofessional subs for a teacher, the paraprofessional will receive a \$10.00 differential in their hourly rate of pay. If the paraprofessional is a certified teacher, the paraprofessional will receive a \$12.00 per hour differential in 2012-2013 and a \$13.00 per hour differential in 2013-2014. When possible, a paraprofessional will be utilized as a substitute for a classroom teacher.
7. No paraprofessional shall be required to lead the advisory block at the high school. Any paraprofessional who volunteers to lead an advisory block shall be paid according to Article X #6.
8. "Paraprofessionals who hold an active teachers license shall be paid an additional \$300 per year. The payment will be equally distributed over each of the 22 salary payments. Any paraprofessional earning certification after the start of the school year, will receive a pro-rated amount distributed over each of the remaining salary payments." (per LOA dated 6/4/10)
9. Paraprofessionals will be remunerated for approved curriculum work at the following rates:

\$15 per hour – Non-degree but Highly Qualified
\$20 per hour – Associate's Degree
\$25 per hour – Bachelor's Degree
\$30 per hour – Master's Degree

9. A non-degreed paraprofessional who achieves a high school diploma and thirty (30) college credits, approved by the Superintendent, will be granted a \$200 stipend.

ARTICLE XI – PAYROLL DEDUCTIONS

1. General Laws
 - a. The Committee hereby accepts the provision of Section 17C of Chapter 180 of the General Laws of Massachusetts, and, in accordance therewith, shall certify to the Treasurer of Beverly all payroll deductions for payment of dues to the Association duly authorized by the employees covered by this contract.
2. Indemnification
 - a. The Association shall indemnify and save the Committee and/or the City of Beverly harmless against all claims, demands, suits, or any other form of liability whatsoever which may arise by reason of any action taken in making deductions and remitting the same to the Association pursuant to this Section.
3. Deduction Requests
 - a. Paraprofessionals planning to request deductions which are to become effective on the first payment of the school year must do so by June 15, in writing, to the Superintendent's Office.
4. Terminations of Deductions
 - a. Written request to cease deductions, other than Association dues, must be made within fifteen (15) days in advance of the date on which the payment is to stop.
5. Additional Deductions
 - a. The Committee agrees that payroll deductions, in addition to the Association dues deduction, will be made if, after consultation with the City Treasurer and the Superintendent's Office, it is deemed mechanically possible and does not cause undue expense.

ARTICLE XII – INSURANCE

Health Insurance for all City of Beverly employees, including all School Department employees governed by this collective bargaining agreement, is provided pursuant to the terms of the MUNICIPAL HEALTH INSURANCE AGREEMENT between the City of Beverly and the Public Employee Committee dated January 10, 2012.

ARTICLE XIII – SICK LEAVE

1. Employees shall be entitled to fifteen (15) sick leave days per year. Said employees shall be entitled to accumulate sick leave to a maximum of 180 days. Members will be permitted to use five days per year to be deducted from sick leave for illness in the immediate family. A member who has not used the family illness days may accumulate up to fifteen days for use for this purpose. All said family illness days will be deducted from sick leave. A family leave form will be completed within five days of the leave.
2. If an employee is absent for reason of illness before and/or after a holiday or vacation, the Superintendent may request a doctor's certificate verifying the illness before payment is made for the absence.
3. Sick Leave Bank
 - (1) A sick leave bank will be established for use by members of the unit who have been employed for at least three (3) years and who have exhausted their own sick leave and have a prolonged and/or serious illness or injury.
 - (2) Each paraprofessional member of the bargaining unit with at least three (3) years of service shall contribute one day from his/her sick leave in order to fund the bank. In the event that the Sick Leave Bank becomes depleted, each member of the bargaining unit with at least three (3) years of service shall contribute a day from his/her sick leave to refund the bank. No more than two (2) sick leave bank days shall be deducted from paraprofessionals' individual sick leave accounts in any one school year. At no point shall the bank contain more days than the number of unit members.
 - (3) The Sick Leave Bank shall be administered by a Sick Leave Bank Board consisting of four members. Two members will be designated by the Superintendent to serve at his/her pleasure, and two members shall be designated by the Association to serve at its pleasure. Award of the benefits to the bank require a majority vote of the full Board. In the event of a tie vote, the Sick Leave Bank Board will agree upon a fifth person to break the tie. If the parties cannot agree, the Association and the Superintendent will draw lots to determine which party will select the tie breaker.

- (4) An initial grant of sick leave by the Board shall not exceed thirty (30) days. If need continues, reapplication to the Board may be made for further extensions up to a maximum of thirty (30) days each. Except as provided hereafter in the paragraph, no more than ninety (90) days may be granted by the Sick Leave Bank Board to any individual for a single illness or accident. The Board agrees to give due consideration to those situations of unusual circumstances and for hardship arising from prolonged illness or accident when an employee's accrued sick leave and ninety (90) days from the Bank have been exhausted. Such situations will be brought to the attention of the Board by the Association only, whereupon the Board may authorize up to an additional ninety (90) Sick Leave Bank days.
- (5) A paraprofessional who has received a grant from the Sick Leave Bank will, upon his/her return to regular duties, receive five (5) sick leave days from the Bank to be used in the event of illness during the remainder of the school year. Days not used will be returned to the bank on the last day of school.
- (6) Subject to the provisions of this Article, the Board shall utilize the following criteria in administering the bank and in determining eligibility and amount of leave:
 - (a) Adequate medical evidence, including diagnosis and prognosis, or serious and/or prolonged illness or injury and expected date of return. This information shall remain confidential with the Sick Leave Bank Board. The Sick Leave Bank Board may require a second opinion from an independent medical examiner. The cost of the independent medical examination will be borne by the employer.
 - (b) Access to the Bank may be barred because of the history of prior usage of annual and accumulated sick leave.
- (7) The decision of the Sick Leave Bank Board with respect to eligibility and entitlement shall be final and binding and not subject to reappear except for reconsideration to the Board itself.

ARTICLE XIV – BEREAVEMENT LEAVE

1. Employees shall be granted up to five (5) days leave with pay on account of death in the immediate family. Immediate family means husband, wife, child, parent, brother, sister, or member of the household in which the Paraprofessional is living.
2. An absence of up to three (3) days shall be granted for the purpose of attending the funeral of a member's grandchild, grandparent, aunt, uncle, niece, nephew, first cousin, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, or brother-in-law.
3. An additional bereavement day may be granted upon approval of the Superintendent to attend the funeral of a close friend.

XV – MATERNITY LEAVE

A pregnant paraprofessional who has completed three (3) months of consecutive employment and who desires to continue service, shall be granted a leave of absence employment and who desires to continue service, shall be granted a leave of absence subject to the terms and conditions hereinafter provided, for the purposes of giving birth and raising her child.

- (1) Leaves for purpose of giving birth shall not exceed eight (8) weeks duration and are granted pursuant to and shall be subject to the terms and conditions of Chapter 149, Section 105D. Such leave shall be without pay.
- (2) A teacher on leave granted pursuant to and subject to the terms and conditions of Chapter 149, Section 105D may utilize during such leave any accumulated sick leave to which she is entitled under the following terms and conditions:
 - The teacher continues to work until such time as she is physically disabled from working. The Superintendent may require the teacher to produce medical certification of the disability as aforementioned.
 - The teacher returns to work as soon as she is no longer physically disabled from working. The Superintendent may require the teacher to produce a medical certification as to the period of disability as aforementioned.

XVI – PERSONAL LEAVE

1. Permanent non-probationary employees shall be allowed as hereinafter provided, one (1) personal day, with pay, each contract year, at their straight-time rate, to attend to business matters which necessitate their presence and which cannot be scheduled after work hours. Such day shall be requested in writing on the form attached to this Agreement and by this reference incorporated herein, with as much advance notice as possible, but in no event,

except in cases of emergency, less than three (3) days in advance of the requested day. The request shall be directed to the Superintendent. Employees may accumulate up to two (2) days of personal leave.

2. The one (1) personal day provided herein may not be taken before or immediately after vacation or holiday unless permission is granted therefore by the Superintendent.

ARTICLE XVII – JURY DUTY

In the event that a Paraprofessional is called for jury duty, the Paraprofessional shall be permitted to be absent from work so to serve and shall be paid for time spent as a juror the difference between the amount the employee received for jury duty (excluding trial allowances or reimbursement of expenses) and the amount the employee would have received computed on the basis of the employee's base rate, had he/she been employed by the Committee during such time, provided the employee was scheduled to work during such time. To be eligible for the jury duty benefits provided herein, the Paraprofessional must give the Superintendent reasonable notice that he/she has been summoned for jury duty and must furnish satisfactory evidence that he/she reported for or performed jury duty. During the period of jury service, the employee must report for work when his/her services as a juror are not required. A Paraprofessional who volunteers (without being summoned) for jury duty shall not receive any of the jury duty benefits listed above.

ARTICLE XVIII – PERSONNEL FILES

1. An employee shall have the right to review the contents of her/his personnel folder and to make copies of such contents as concerns their work or themselves, excluding confidential recommendations for employment in or advancement in the Beverly School system. An employee shall be entitled to have a representative of the Association accompany him during such a review.
2. An employee shall have the right to submit a written comment on the contents of her/his personnel folder and the comments will be placed in the employee's folder.

ARTICLE XIX – NO STRIKES

There shall be no strikes, walkouts, stoppages or suspensions of work, boycotts, sit-downs or slowdowns, picketing or any other interference with the Committee's operations, whether direct or sympathetic. No officer, agent, or representative of the Association shall authorize, approve, ratify, or condone any of the activities herein prohibited and no employee will instigate, promote, sponsor, engage in, or condone any of the activities herein prohibited.

ARTICLE XX – EFFECT OF AGREEMENT

1. This instrument constitutes the entire Agreement of the Committee and the Association arrived at as a result of collective bargaining negotiations, except such amendments hereto as shall have been reduced to writing and signed by the parties.
2. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent with respect to future enforcement of all the terms and conditions of this Agreement.
3. No provision of this Agreement shall be retroactive prior to the effective date of this Agreement unless otherwise specifically stated herein.

ARTICLE XXI – AGENCY FEE

A member of the bargaining unit who is not a member of the Association shall be required to pay an agency service fee to the Association. The fee shall be set pursuant to law and the regulations of the Massachusetts State Labor Relations Commission, and the Association shall establish a rebate procedure in accordance with the law and such regulations. The fee shall be due on or after the thirteenth (13) day following the bargaining of employment or the effective date of this Agreement, whichever is later. If a member of the bargaining unit has a conscientious objection to paying the fee, the teacher may instead pay an amount, equal to the fee, to the Beverly Teachers' Association Scholarship Fund, to be granted to graduates of Beverly High School in accordance with the terms of the fund. If a member of the bargaining unit does not pay the fee or scholarship fund contribution or challenge the fee before the Massachusetts State Labor Relations Commission, the Association shall institute court action against the employee to collect the fee. The Committee shall not be responsible in any way for the implementation, collection or enforcement of this fee and the Association agrees to assume responsibility for any legal expenses incurred.

ARTICLE XXII – MISCELLANEOUS

1. Employees required to use their own vehicles in the performance of their duties shall be paid for such use in accordance with the rate applicable to the members of Unit A.
2. Employees shall be entitled to participate in the group insurance plan provided by the City of Beverly subject to the terms and conditions of the City of Beverly and the applicable insurance carrier.
3. Complaints of substance upon which the administration intends to act will be brought to the attention of the member.
4. The parties agree that members of Unit A who are currently working with a probationary member of the Unit C may be asked by the administration to indicate whether they would be willing to continue to work with the Unit member in the future.
5. Bargaining unit members will be covered by worker's compensation effective September 1, 2009, pending City Council approval.
6. Early Childhood Tuition Benefit:
 - a. The benefit of reduced preschool and kindergarten tuition is available to all full-time employees of BPS who are also Beverly residents and who have been in our employ for at least one full year.
 - b. This benefit is applicable only for the children of such employees.
 - c. The tuition benefit for preschool is 50% of the annual tuition set by the School Committee. The tuition benefit for kindergarten is 100% of the annual tuition.
 - d. For the purposes of this benefit, full time employment is determined to be a minimum of 28 hours per week and an FTE of 1.0.
 - e. Exceptions to the above criteria for significant extenuating circumstances will be considered on a case-by-case basis at the discretion of the Superintendent of Schools.
 - f. Children enrolled in the program when this agreement is ratified shall be grandfathered in the program.

ARTICLE XXIII – DURATION AND RENEWAL

This agreement shall become effective September 1, 2011 except as otherwise provided herein, and shall continue in full force and effective until August 31, 2014. Negotiations for a successor Agreement shall begin no later than thirty (30) days, but in no event earlier than November, 2013, after written notice by either party of its desire to commence negotiations for a successor Agreement. The Committee and the Association, upon receipt of said notice, shall make mutual satisfactory arrangements to engage in negotiations for a successor Agreement.

SIGNED AND SEALED THIS 27 DAY OF December, 2012.

BEVERLY TEACHERS ASSOCIATION

By: Verthen Hitchfield
Alynn Sudak
Debra J. McCannan
Cheryl Sydesha

BEVERLY SCHOOL COMMITTEE

By: [Signature]
Alvin T. Duffa
Paul A. Moore
J. David M. Manzi
John Hill
Annemarie Murray Case
Kris Stuenkel

APPENDIX A

YEAR	ANNUAL WAGE SCHEDULE				
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
2011-12	16,105	16,828	17,721	18,307	18,856
2012-13	16,266	16,996	17,898	18,490	19,045
2013-14	16,510	17,251	18,166	18,767	19,330

ABSENCE REPORT FORM

NAME: _____ **Instructional**
SCHOOL/DEPT. _____ **Non-Instructional**

REASON

PERSONAL DAY (for imperative personal business which could not effectively be conducted outside of school hours)

Verification of requested leave: _____ **days available**
_____ **days used**
Payroll Clerk

_____ **VACATION (where permitted by contract)** Custodians & Clerks two weeks in advance.

_____ **PERSONAL ILLNESS** (non-instructional staff only)

_____ **BEREAVEMENT LEAVE** **Relationship:** _____
of days: _____

_____ **JURY DUTY** (Please return receipt after you serve)

_____ **SUMMONS to court as a witness**

_____ **ATTENDANCE at the marriage of a son/daughter, sibling, parent**

_____ **OTHER (subject to Superintendent's approval) please specify:**

DATE(S) OF ABSENCE: _____

INSTRUCTIONAL: _____ **(Number of Days)**

NON-INSTRUCTIONAL: _____ **(Number of Hours)**

DAY(S) OF THE WEEK (circle) M T W TH F

Employee Signature: _____ **Date:** _____

.....
Acknowledged by: _____ **Date:** _____

Business Manger (Non-Instructional)

Superintendent of School (Instructional)

BEVERLY PUBLIC SCHOOLS

PARAPROFESSIONAL EVALUATION FORM

NAME _____

EVALUATOR _____

SCHOOL _____

DATE _____

	Exceeds Expectations	Meets Expectations Consistently	Meets Expectations Inconsistently *	Does Not Meet Expectations *
COMMITMENT TO ASSIGNMENT <ul style="list-style-type: none"> • Displays interest and enthusiasm in work • Demonstrates punctuality and consistency of attendance • Maintains positive attitude and strong work ethic • Accepts and carries out assignments willingly • Uses work time productively • Demonstrates initiative and resourcefulness • Demonstrates flexibility and adjusts to change 				
RESPONSIVENESS TO STUDENT NEEDS <ul style="list-style-type: none"> • Interacts positively with students • Displays concern for student health and safety • Promotes age appropriate social behavior and interactions among all students • Accepts individual differences • Helps students to communicate in a positive manner 				
INSTRUCTIONAL KNOWLEDGE & SKILLS <ul style="list-style-type: none"> • Demonstrates knowledge of student's IEP and implements the plan effectively • Demonstrates knowledge of the district's core curriculum relevant to assignment after appropriate training • Demonstrates awareness of basic classroom/school routines • Is successful in the reinforcement of skills • Works well with groups or individual students • Implements modifies and adapts assignments according to the student's IEP under teacher direction 				
SCHOOL COMMUNITY RELATIONSHIPS <ul style="list-style-type: none"> • Accepts guidance and constructive suggestions • Works cooperatively and constructively with faculty and school staff • Brings concerns / issues through proper chain of command • Communicates effectively with the school community • Is considerate of others 				
PROFESSIONAL RESPONSIBILITIES <ul style="list-style-type: none"> • Maintains accurate records, documentation, and reports associated with the position, as requested by the teacher • Maintains professional appearance • Demonstrates confidentiality in all matters pertaining to students, their families, and teachers • Follows through on directions • Seeks professional development to improve skills when available • Applies information gained through in-service and workshops in the classroom • Performs duties as assigned 				

Rating Scale

Exceeds Expectations	Indicates that the employee's performance meets and sometimes exceeds expectations for performance in this position requirement. Performance can be improved in the area(s) indicated, but current practices are acceptable.
Meets Expectations Consistently	Indicates that the employee's performance meets expectations for performance in this position requirement. Performance can be improved in the area(s) indicated, but current practices are acceptable.
Meets Expectations Inconsistently *	Indicates that the employee's performance sometimes but not always meets expectations for performance in this position requirement. Improvement activities are required to consistently meet standards.
Does Not Meet Expectations *	Indicates that the employee's performance in this position requirement is not acceptable. Improvement activities must be undertaken immediately.

(* The evaluator shall set forth the basis for any these ratings.)

Evaluators Comments

Employee's Comments:

Employee**

Evaluator

** The signature of the employee shall signify the receipt of this written evaluation report by the employee not necessarily approval of the contents of the written evaluation report.