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AGREEMENT

between the

IPSWICH SCHOOL COMMITTEE

and the

IPSWICH EDUCATORS ASSOCIATION- Paraeducators Unit

(8/24/2024 – 8/23/2028)

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AGREEMENT made as of the first day of August 2024 between the Ipswich School Committee ("Committee") and the Ipswich Educators Association ("Association").

The purpose of this Agreement is the promotion of harmonious relations between the Committee and the Association, the establishment of an equitable and peaceable procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

This Agreement and the procedures provided herein may be modified in whole by mutual agreement of the parties hereto, in which event such modification shall be duly executed in writing by both parties.

1. ARTICLE 1 - RECOGNITION

1.1. The Committee recognizes the Association as the exclusive representative for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for all Paraeducators regularly employed by the Committee in the Ipswich Public Schools but excluding secretarial assistants, clerical employees, custodians, teachers, tutors, cafeteria employees, lunchroom assistants, van drivers , supervisory, confidential, and managerial employees, and all other employees.

1.2. Definitions

1.2.A. "Full-time" as used in this Agreement shall mean a Paraeducator who regularly works six (6) or more hours per day.

1.2.B. "Part-time" as used in this Agreement shall mean a Paraeducator who regularly works less than six (6) hours per day.

1.2.C. "District" as used in this Agreement shall mean the Committee and/or Superintendent and/or Principals whenever appropriate to fulfill the purposes and intent of this Agreement and the Educational Reform Act of 1993, as amended.

2. ARTICLE 2 - MANAGEMENT RESPONSIBILITY

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 Ipswich School District ("District") not listed herein. Such managerial responsibilities shall remain exclusively with the District except as they may be modified by the specific provisions of this Agreement.

2.1. Among such management responsibilities as are vested exclusively in the District are the following: the right to hire, promote, transfer, assign and retain employees in positions with the District, 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

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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 District operations are to be conducted and to take whatever action may be necessary to carry out the work of the District in situations of emergency.

2.2. The District shall have the freedom of action to discharge its responsibility for the successful operation of Paraeducators' work including the scheduling of operations, the methods, material 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.

2.3. Any of the rights, powers and authorities which the District had prior to entering this collective bargaining agreement are retained by the District, except as specifically modified by this Agreement.

2.4. Nothing contained in this Agreement is to be construed as in any way granting or waiving rights or responsibilities of the District which may not be granted or waived by the District under the statutes of the Commonwealth of Massachusetts or any applicable Town Ordinance.

3. ARTICLE 3 - PROBATIONARY PERIOD, ASSIGNMENTS, TRANSFERS

3.1. Employees may be required to wear identification badges.

3.2. Each new employee and each employee hired after a break in service shall be considered as a probationary employee until they shall have actually worked three (3) consecutive full school years. Probationary employees may be disciplined, discharged or otherwise terminated in the sole discretion of the Superintendent and/or Principal, as the case may be, and such action shall not be subject to the grievance and arbitration provisions of this Agreement. An authorized leave of absence shall not constitute a break in service but shall not count as time actually worked.

3.3. Employees hired by the District shall be considered hired for one (1) school year term only. (The school year in which the employee commences work shall count as the first school year provided the employee worked at least 165 work days.)

3.4. Similarly, reappointments shall be for only one school year. The decision of the Superintendent/designee as to whether to reappoint the employee each school year shall be in the sole discretion of the Superintendent/designee and the Superintendent/designee's decision thereon shall not be subject to challenge. Employees who have worked three (3) or more consecutive full school years shall be deemed to be reappointed for the following school year unless such employee

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receives a layoff notice.

3.5. By June 1st, a list of expected positions will be posted. Each employee with fewer than three (3) consecutive full school years of service, will be notified by the Superintendent/designee by the last day of school as to whether or not they have been reappointed for the next school year. Employees with fewer than three (3) consecutive full school years of service who are not notified by the Superintendent/designee by the last day of school as to whether they have been reappointed are deemed not reappointed. All employees with three (3) or more consecutive full school years of service are deemed reappointed for the following school year unless they have been laid off in accordance with Article 3 or 4. Notification to employees who have been reappointed or who are not subject to reappointment shall to the extent known, include the assignment, the location and the hours.

3.6. Although the School Committee and the Association recognize that the transfer of employees is sometimes necessary, they also recognize that frequent transfers of employees may interfere with optimum performance.

3.7. When a Principal determines that a transfer should take place, the employee will be notified, and, if requested, they shall be given an opportunity to discuss the transfer with the Principal. While the seniority of employees shall be considered in the making of transfer decisions, the final decision rests with the Principal.

4. ARTICLE 4 - REDUCTION IN FORCE

4.1. In the event the Superintendent deems it necessary to eliminate a paraeducator's position for non-financial reasons during the school year (i.e., student leaves the district in a one-to-one situation) every effort will be made to retain the displaced paraeducator with equivalent hours in another position or temporary position for the remainder of the year.

4.2. In the event that there is to be a reduction in the number of paraeducators for the following work year, paraeducators with fewer than three (3) consecutive full school years of service shall be non-renewed prior to paraeducators with three (3) or more consecutive full school years of service being laid off except where the Superintendent/designee determines that the best interest of a student(s) would be better served by retaining a paraeducator who has fewer than three (3) consecutive full school years of service.

In determining which paraeducators with more than three (3) consecutive full school years of service shall be laid off, the Superintendent/designee may consider the following:

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- the qualifications, training, education, experience and evaluations of the paraeducators;

- the needs and/or best interests of a particular student(s) and/or the school or school system; and length of service.

- When the Superintendent/designee determines that the criteria considered by the Superintendent/designee in (i) and (ii) above are substantially equal, seniority shall be used as a tie breaker.

4.3. Recall

4.3.A. Paraeducators with three (3) or more consecutive full school years of service shall be placed on a recall list for a period of twelve (12) months from the date of the layoff notice. The Superintendent/designee shall recall paraeducators on the recall list in inverse order of layoff unless the Superintendent/designee determines that the qualifications, training, education, experience or evaluations of a paraeducator or the needs and/or best interests of a particular student(s) and/or the school or school system would be better served by recalling a paraeducator out of order. (By way of example and not limitation, the Superintendent/designee may, but is not required to, recall a paraeducator with experience at the elementary school level prior to one with experience at the high school level for an elementary position even if the elementary paraeducator was laid off prior to the high school paraeducator.)

4.3.B. Recalls shall be made by email notice to the paraeducator. Paraeducators who wish to be on the recall list are required to inform the Superintendent/designee of their personal email accounts. A paraeducator who fails to respond to a recall notice to their personal email within five (5) calendar days from the date of the email notice or who declines the recall offer, shall be removed from the recall list.

5. ARTICLE 5 - WORK YEAR AND HOURS OF WORK

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.

5.1. Work Year

The school calendar shall be determined by the School Committee. However, before determining the school calendar the School Committee will advise and consult with the Association upon request, but the final decision will be solely that of the School Committee.

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5.1.A. The work year for Paras (other than new personnel who may be required to attend additional orientation sessions) shall be 184 days, consisting of the following:

5.1.A.1. 180 days of instruction.

5.1.A.2. 4 orientation/workshop days:

5.1.A.2.1. The Administration may schedule two orientation (workshop) days prior to the opening of school or at some other time.

5.1.A.2.2. Two days for educators to meet jointly to fulfill curriculum and instruction preparation responsibilities during the year. Some of these activities may include team curriculum preparation, meetings and scheduling discussions with specialists, guidance, resource room and other personnel.

5.1.A.2.3. These non-student workshop days shall be scheduled no earlier than the Monday before Labor Day provided; however, if such days are scheduled before Labor Day, the Friday preceding the Labor Day weekend shall be a non-work day.

5.1.B. No school shall be scheduled on the Friday after Thanksgiving, or on December 24.

5.1.C. There will be no one day work weeks scheduled during the work year, except for the last week of classes.

5.2. Work Hours

5.2.A. The normal work day for full-time Paraeducators shall consist of the following:

Elementary: Six and one half (6 ½) hours plus an unpaid lunch period of thirty (30) minutes.

Middle School: Six and one half (6 ½) hours plus an unpaid lunch period of thirty (30) minutes.

High School:Six and one half (6½) hours plus an unpaid lunch period of thirty (30) minutes.

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5.2.A.1. In the event an unpaid lunch period of thirty (30) minutes cannot, on any given day, be granted, the employee shall be paid at straight time for the deficiency provided that the employee was working.

5.2.B. The Committee/Administration retains the right to establish and change for each employee the number of hours in the workday, the starting and quitting times, the number of hours in the work week and the length of the work year.

5.2.C. When the administration decides to establish alternate starting and end times, the following guidelines will be adhered to:

5.2.C.1. Such an assignment will be reviewed annually.

5.2.C.2. Volunteers for the starting and quitting time will first be sought: if no volunteers are available, seniority will be considered to determine assignments.

5.3. Delayed Openings

5.3.A. In case of a delayed opening or early dismissal, such as due to precipitation, extreme heat, or an upcoming holiday, Paras shall be paid for the instructional time missed. E.g. during a 2-hour delayed opening, the Paras shall be paid for 2 hours work.

5.3.B. Should the administration temporarily close a singular building for a day (as opposed to the entire District being closed) due to a mechanical issue – Paras shall be paid for the day whether or not the day is made up at a later time in the school year. The District reserves the right to have Paras make-up any "closure day" later in the school year and Paras shall not be paid for this day as they were already paid for the day of the closure.

5.4. Work Duties

5.4.A. The Association recognizes that Paraeducators may be assigned cafeteria duty. If so assigned, the Paraeducators within the school shall be assigned on an equitable basis, to the extent feasible and practical and subject to educational considerations.

5.5. Extra Time (Time Beyond "Normal Work Day")

Paraeducators may be assigned by the Administration to perform extra time duties and responsibilities (in addition to bus duty), before or after school, subject to the following terms and conditions:

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5.5.A. Extra duty time shall not exceed one and one-half (1½ hours) on any given day.

5.5.B. No employee shall be assigned such extra time duties and responsibilities more than eight (8) times during the school year. Nothing contained in this Agreement, however, shall preclude the performance of such extra time duties and responsibilities in excess of eight times provided such times in excess of eight are voluntary.

5.5.C. Except as hereinafter provided, the assignment of extra time duties and responsibilities, within each school, shall first be made to qualified employees on a voluntary basis. In the event there are not enough qualified volunteers, assignment shall then be made in the inverse order of seniority amongst qualified employees. Assignments shall not first be made on a voluntary basis and/or on the basis of seniority, as aforementioned, where the assignment is based on the involvement of the particular Paraeducators involved (for example, a team meeting involving the Paraeducators on that particular team).

5.5.D. Participation in the homework club and the breakfast club shall be voluntary.

5.5.E. The Administration shall attempt to give reasonable notice of its extra time needs, subject to the circumstances involved.

5.5.F. Extra time shall be paid at the employees' regular straight time hourly rate.

5.5.G. Extra time shall be approved in advance by the Director or Principal, or their designees.

5.5.H. Notwithstanding any provision in this Agreement to the contrary, the Superintendent/designee may assign bus duty and/or other duties as part of an employee's regular work day with the total hours per employee not to exceed 40 hours in a work week.

6. ARTICLE 6 - DISCIPLINARY ACTION

6.1. Disciplinary action (including discharge and suspension) taken against any employee upon expiration of their probationary period shall be subject to a just cause standard.

6.1.A. Discharge or other disciplinary action within the probationary period - not arbitrable.

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6.1.B. Employee not reappointed - not arbitrable.

6.1.C. Employee discharged (disciplinary) subsequent to probationary period - just cause standard.

6.2. No derogatory material, including any document specifically addressed to the employee, shall be placed in an employee's file without their knowledge. Employees will have the right to submit a written answer to such material and attach to the file copy.

6.3. A single personnel file will be maintained for each employee by the District. Additional personnel files will not be created or maintained by administrators or School Committee members. Employees will have the right to review and/or duplicate the contents of their personnel file consistent with law. An employee who would like to view and/or duplicate the contents of their file will submit a request to do so in writing to the Superintendent's office, or their designee. Every effort will be made to honor such a request within 24 hours, but in all cases consistent with law. An employee may, if they wish, have a representative of the Association accompany them during such a review.

7. ARTICLE 7 - SICK LEAVE

7.1. All unit members shall be credited 15 sick leave days each school year, as of the first official day of said school year.

7.2. No more than fifteen (15) days per contract year may be used (except as outlined in Extended Family Illness) to care for a member of the unit member's immediate family, defined as below:

7.2.A. Immediate family as used herein shall mean:
Parents and step-parents, spouse, significant other*, siblings, mother-in-law, father-in-law, children, grandchildren or persons residing in the household.

*"Significant other" is defined as a life partner, girlfriend, boyfriend, domestic partner, fiancée.

7.3. Unused sick days shall automatically accumulate to a maximum of 205 accumulated days.

7.4. If an employee is hired into a position in another unit in the Ipswich Public Schools, such employee may carry over the employee's unused accumulated sick leave to the new position subject to any caps associated with sick leave accumulation in the applicable collective bargaining agreement for the new position and provided further that implementation of this paragraph does not in

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any way violate M.G.L. chapter 150E or the collective bargaining agreement applicable to the new position.

7.5. Extended Family Illness:
Employees eligible and approved for leave pursuant to the Family and Medical Leave Act ("FMLA") to care for an immediate family member, as defined by the FMLA, may use up to forty five (45) days to be deducted from the employee's accrued sick leave.

Alternatively, employees not eligible for FMLA but who have worked in excess of one full year with the District may seek approval of the Superintendent for leave to care for an immediate family member, as defined by the FMLA, to use up to forty five (45) days to be deducted from the employee's accrued sick leave. An employee applying for extended family illness (without being eligible for the FMLA) must provide the Superintendent with a signed note from the immediate family member's health care Provider. Extended Family Illness leave may not be used to extend a normal parental leave, however may be used for a different qualifying event.

8. ARTICLE 8 - SICK LEAVE BANK

A Sick Leave Bank will be maintained and apply to all IEA units (Unit A, ESPs, and Paraeducators). The parties agree to continue the sick leave bank to be used only in cases of personal illness, subject to the following conditions:

8.1. Each employee who has completed more than one year of service with the District may become a member of the Bank by donating to the Bank one (1) day of sick leave to which they are entitled. An employee who does not wish to participate in the Bank during a particular school year must so notify the Superintendent, in writing, on the form attached to this Agreement by September 30 of each school year. Absence of such written notification shall be authorization of Bank membership for that year.

8.2. Only those employees who have completed more than one year of service with the District who deposit days to the Bank as provided in 8.1 , above, shall be eligible to withdraw sick days from the Bank, subject to the terms and conditions of this Article during that school year.

8.3. If the Bank goes below 180 days by September 30th of school year, all eligible employees, to maintain eligibility, must donate a day. Assessment shall be made upon newly enrolled members first and then all other members.

8.4. The sick leave Bank will be administered by a Sick Leave Bank Committee (SLBC) to be comprised of three persons appointed by the Association, which shall be one person from the Teachers unit, one person from the ESP unit, and one

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person from the Paraeducators unit, and three persons appointed by the Superintendent. The SLBC shall meet to consider requests for use of the sick leave Bank and will notify the Superintendent in writing of requests to be considered at least one week prior to any scheduled meeting of the SLBC.

8.5. In order to be eligible for use of the Bank, a participating employee must have exhausted their annual and accumulated sick leave and must present a physician's statement certifying a disability, illness or accident which will result in long term illness or injury. In determining eligibility, the SLBC may consider a participating employee's past usage of sick leave and usage of the sick leave bank.

8.6. The initial grant by the SLBC to an eligible employee shall not exceed fifteen (15) days. Upon completion of the fifteen (15) day period, additional days may be granted by the SLBC upon demonstration of need by the participating employee, not to exceed sixty (60) days for the same illness, injury or accident.

8.7. All decisions shall be made by a majority vote of the SLBC and shall be final and binding on all parties. Decisions of the SLBC are not subject to challenge or appeal under Article 16 or in any other manner.

9. ARTICLE 9 - PERSONAL DAYS

9.1. Full-time employees may be granted up to two days per school year to attend to legal, religious, ceremonial, or other personal matters which cannot be scheduled other than during school hours, are unavoidable and which necessitate the Paraeducator's presence.

9.2. Personal leave may not be used the last scheduled workday prior to and the first scheduled work day following vacations or long weekends. In addition, personal leave may not be utilized for such matters (not exhaustive) as recreational activities, travel facilitation, other job demands. Notwithstanding the foregoing, the Superintendent may exercise their discretion to grant a personal day under extenuating circumstances.

9.3. Full-time employees requesting personal leave shall submit their request, in writing, on the form attached hereto as Attachment B as soon as possible but not less than seven (7) days prior to the requested day except when such notice cannot be so given. Such request is subject to the approval of the Superintendent or their designee. The Superintendent, or designee of the Superintendent, in making their determination as to whether or not to approve said request, shall not require the Paraeducator to state any additional reasons.

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10. ARTICLE 10 - EMERGENCY LEAVE

10.1. Requests for emergency leave shall be made in writing to the Superintendent of Schools. The granting of any such days shall be discretionary with the Superintendent and, if granted, may be granted with or without pay.

11. ARTICLE 11 – BEREAVEMENT LEAVE

11.1. Up to five (5) school days within the thirty (30) calendar days commencing the day of death will be granted in case of death in the immediate family. Immediate family, as used herein, shall have the same definition as in Article 7.2.A

11.2. In the event of the loss of a child(ren) due to miscarriage or stillbirth educators may be entitled to up to five (5) days at the time of this loss.

11.3. One day will be granted, to attend the funeral, in the case of death of the following: Employee's aunt, uncle, niece, nephew, brother-in-law, sister-in-law, death of a close friend.

11.4. Subject to the approval of the Superintendent, additional days may be granted.

11.5. School Principals may authorize educators to leave school for less than half a day to attend funerals, wakes, or memorial services.

12. ARTICLE 12 – PARENTAL LEAVE

An employee who anticipates needing leave under this section is encouraged to provide written/email notice of the anticipated dates that the leave will start and end to the employee's principal and to Human Resources as soon as possible so that the administration may engage a qualified substitute for the leave period.

12.1. All full-time bargaining unit employees who have completed three (3) months of service in the Ipswich Public Schools shall be entitled to twelve weeks of parental leave, for:

12.1.A. the purpose of giving birth and/or bonding with a newborn child; or

12.1.B. the placement of a child under the age of 18, or under the age of 23 if the child is mentally or physically disabled, for adoption with the employee who is adopting or intending to adopt the child;

12.2. Any two employees of the District shall each be entitled to the parental leave provided for in this Article for the birth or adoption of the same child. However,

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both employees shall not be on parental leave at the same time.

12.3. Parental Leave Compensation:

12.3.A. The Employer shall pay one hundred percent (100%) of base wages on the first four (4) weeks of the parental leave of absence; and

12.3.B. During the following eight (8) weeks of a parental leave, bargaining unit employee may use accumulated sick leave to receive pay.

12.4. Health Insurance Contributions During Parental/FMLA Leave

12.4.A. While an educator is on Parental/FMLA leave, the Committee shall continue to make its contribution toward the employee's health insurance premium provided the employee makes timely payment of their contribution toward the health insurance premium.

12.5. Extended Child Rearing Leave (Leave in Excess of Twelve Weeks)

An educator shall be eligible for extended child rearing leave in accordance with, and subject to, the following terms and conditions:

12.5.A. The educator must be past their probationary period.

12.5.B. The extended child rearing leave shall be for the purpose of giving birth and/or caring for the child, or the placement of a child through adoption or foster care.

12.5.C. The leave must commence within one year of the birth or placement of the child.

12.5.D. Requests for such leave shall be submitted to the Superintendent, or their designee, in writing, and shall state the purpose of the leave, the date of its commencement, and the anticipated date of the educator's return. The request shall be made as soon as practical, but in no event, except in case of emergency, less than thirty (30) days prior to the date of commencement of the requested leave.

12.5.E. The extended child rearing leave shall be without pay.

12.5.F. The leave may not exceed in length, in any event, the balance of the school year in which the leave commences, plus one school year.

Educators opting to take leave for one school year, beyond the school year in which the leave commences, must provide the District with notice of

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their anticipated return by December 1 of the school year for which they are on leave. Failure to provide timely notice may be interpreted as the educator's voluntary resignation.

Educators opting to take leave for less than one school year, beyond the school year in which the leave commences, must provide the District with 45 calendar days' notice of their anticipated return. Failure to provide timely notice may be interpreted as the educator's voluntary resignation.

12.5.G. The educator may not, in any event, return to school at any time other than the beginning of a school year, or the beginning of the second semester. The provisions of this paragraph may be waived by the Superintendent, or their designee.

12.5.H. All benefits to which the educator was entitled at the time the extended child rearing leave of absence commenced, including unused accumulated sick leave, shall be restored to the educator upon their return from said leave. Seniority shall not accrue during such leave.

12.5.I. An educator, upon return from their extended maternity leave, shall be assigned to the same or similar position, subject to the rights of the Ipswich School District as provided in this Agreement.

12.5.J. An educator on extended child rearing leave shall be eligible to continue to participate in the Town's group health insurance plan provided the educator pays 100% of the monthly premium by the applicable date each month as required by the District. This provision shall not apply to that portion of extended child rearing leave which is FMLA leave. Rather, the provisions of Section 12.1 above shall apply during such period.

12.5.K. If and to the extent the educator is eligible for leave under FMLA and/or M.G.L Chapter 149, Section 105D, such leaves, where legally permissible, shall run concurrently with extended child rearing leave.

12.5.L. Educators on extended child rearing leave shall notify the Superintendent by March 15 of the school year preceding the school year of their return of their intent to return. Failure to so notify the Superintendent may be deemed a resignation by the Committee/Administration.

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13. ARTICLE 13 - WAGES AND BENEFITS

13.1. Rates

13.1.A. Hourly Rate Schedule
See Attachment A

13.2. General

13.2.A. In the event the school year commences prior to September 1, the rate increase for the school year shall be effective the date that the school year actually commences.

13.3. Longevity

A Paraeducator who regularly works twenty (20) or more hours per week shall receive the following payments based upon their length of continuous service in the Ipswich Public Schools in the Paraeducator bargaining unit.

Effective August 24, 2021:

After the completion of 5 years	$250
After the completion of 10 years and through year 15	$500
After the completion of 15 years and through year 20	$1,000
After the completion of 20 years and thereafter	$1,500

13.3.A. A year shall be considered a year of continuous service for the purpose of this Section 13.3 if the employee works 90 or more work days in the year in question. Work of less than 90 days shall not destroy continuity of service, absent a termination of employment, but shall not count as a year of "continuous" service.

13.3.B. In determining "length of continuous service" for longevity purposes, continuous time served as an employee of the Cape Ann Collaborative shall count provided there was no "gap" between such time and continuous service as an employee of the Ipswich Public Schools.

13.4. Substitute Service

13.4.A. A full time Paraeducator who is assigned to take over a teacher's class in a teaching capacity for at least forty five (45) minutes or one (1) period, in the absence of the teacher and who in fact takes over said class for said period of time shall be paid as follows:

13.4.A.1. At their regular hourly rate plus an additional five dollars ($5.00) per hour for each hour so assigned.

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13.4.A.2. A full-time Paraeducator who takes over the teacher's class, as aforementioned, for the entire day shall not receive less than $70.00 for the day.

13.5. Highly Qualified Standard

13.5.A. The Committee shall pay current employees (employed as of 9/1/07), who take and pass the formal state assessment to meet the "highly qualified standard," such as the Para Pro Test, the cost (one time cost of approximately $40.00) of such test. The test must be taken between the date of ratification of this Agreement and the end of the 07-08 school year.

13.5.B. Employees hired after 9/1/08 shall be required to be "highly qualified," at the employee's expense, not later than the beginning of the school year following the school year in which they commence employment. The Administration may waive this requirement.

13.6. Tier One, Tier Two and Tier Three Paraeducator Positions
[This Section Intentionally Left Blank]

13.7. Paraeducators who work less than 20 hours per week on a regular basis shall not be entitled to any benefits, except as follows:

13.7.A. Less than twenty (20) hour employees currently (as of 9/ /95) employed on a regular basis shall be entitled to the benefits set forth in Article 7 (Sick Leave), Article 9 (Personal Days), Article 10 (Emergency Leave), and Article 11 (Bereavement Leave) subject to the terms and conditions provided therein, on a pro rata basis, so long as they are continuously employed.

13.8. Paraeducators who regularly work twenty or more hours per week but less than full-time shall be entitled to the benefits provided in this Agreement on a pro rata basis.

13.9. Health Insurance

13.9.A. The Committee shall pay the following percentage of the premium cost for insurance coverage as provided by the Town under M.G.L. Chapter 32B, subject to the Committee's right to do so:

13.9.B. Effective July 1, 2011 the Union accepts the HMO and PPO Blue Options v.3 plans offered by the Massachusetts Interlocal Insurance Association (MIIA).

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13.9.C. HMO

July 1, 2024:	65%
July 1, 2025:	67%
July 1, 2026:	70%

13.9.D. Indemnity: 50%

13.9.E. Health Reimbursement Account: The School Committee agrees to create a Health Reimbursement Account to cover the cost of employee co-payments for hospital in-patient services.

13.10. Funding

13.10.A. Each year of this Agreement is subject to funding of the total School Committee budget presented by the School Committee to Town Meeting.

13.11. Direct Deposit and Electronic Pay Advisories

13.11.A. Effective starting with the first pay period of the 2015-2016 work year, all employees shall receive their pay through direct deposit. (Each employee who has not been receiving their pay through direct deposit shall provide the required signed authorization forms to facilitate direct deposit to the Human Resources office of the Ipswich Public Schools at least three weeks prior to the start of the work year.)

13.11.B. Effective with the first pay period of the 2015-2016 work year or later, all employees shall receive electronic pay advisories in lieu of paper paystubs if and only if employees can access their electronic pay advisories through a self-service portal.

14. ARTICLE 14 - CONTINUING EDUCATION / TUITION REIMBURSEMENT

14.1. Course Reimbursement

Full-time Paraeducators shall be eligible for tuition reimbursement as hereinafter provided, subject to the terms and conditions hereinafter provided:

14.1.A. The course is pre-approved by the Superintendent or their designee.

14.1.B. The course must be directly work related.

14.1.C. The employee must receive a grade of B or better.

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14.1.D. The course must be taken at an approved college or university and must be a three credit course

14.1.E. Not more than one course per employee per year (July 1 - June 30) will be reimbursed.

14.1.F. Paraeducators who do not have a degree may request approval of undergraduate courses.

14.1.G. The Paraeducator must have completed at least two (2) consecutive years of service in Ipswich from and after the Paraeducator's date of hire.

14.1.H. Specifically budgeted funding must be available. In the event such funding is available reimbursement shall be granted in the order of application until such funds are exhausted. Effective August 24, 2022, in the event such funding is available, the maximum amount of reimbursement per employee shall be the lesser of the following: (i) eight hundred dollars ($800) or (ii) 75% of the tuition for the course.

14.1.I. Commencing with the 2022-2023 school year, the School Committee shall budget funds of no less than $3,000.00 annually for tuition reimbursement

14.2. Attending Workshops or Conferences

14.2.A. A full-time Paraeducator may be granted time off for which they will be paid for the purpose of attending a professional conference or workshop, subject to the prior written approval of the Superintendent. A written or oral report may be required by the Superintendent following attendance by a Paraeducator at such a conference or workshop.

14.2.B. Workshop Reimbursement
A full-time Paraeducator may be reimbursed the cost of tuition of a professional workshop, subject to the following terms and conditions:

14.2.B.1. Request for such reimbursement is made in writing by the Paraeducator to their Principal prior to commencement of the workshop.

14.2.B.2. The Paraeducator's Principal and the Superintendent approve the request for such reimbursement in writing prior to completion of the workshop.

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14.2.B.3. A written or oral report may be required by the Superintendent or Principal following attendance by the Paraeducator at the workshop. In such case, timely submission of such a report shall be a condition of such tuition reimbursement.

15. ARTICLE 15 - GRIEVANCE PROCEDURE

15.1. 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 specific provisions of this Agreement.

Step 1. The employee, or a representative of the Association, shall take up the grievance with the employee's immediate supervisor within seven (7) calendar days of the date of the grievance or the date the employee first acquired knowledge or should have acquired knowledge of its occurrence. Such grievance shall be submitted in writing, and shall set forth the facts relied upon, the section of the Agreement allegedly violated, and the remedy sought. 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 1.

Step 2. If the grievance has not been settled in Step 1, it shall be taken up with the Superintendent, or their 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 within ten (10) calendar days after the submission of the grievance to him in Step 2.

Step 3: 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 twenty-one (21) calendar days after receipt of the written grievance in an effort to resolve the matter.

Step 4. 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.

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15.2. 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. 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.

15.3. 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 their 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.

16. ARTICLE 16 - NO STRIKES

16.1. There shall be no strikes, walkouts, stoppages or other suspensions of work, boycotts, sitdowns or slowdowns or any other interference with the District'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.

17. ARTICLE 17 - EVALUATION

17.1. The purposes of evaluation are as follows

17.1.A. To provide information for the continuous improvement of performance.

17.1.B. To provide a record of facts and assessment for personnel decisions

17.2. Paraeducators shall be given the opportunity to respond, in writing, to their formal evaluation reports. Such response shall be included in the Paraeducator's personnel file

17.3. Each Paraeducator will be notified who their evaluator will be on or before October 1st of an evaluation year. The evaluation will be signed by the Paraeducator and the evaluator. The Paraeducator's signature does not necessarily imply agreement with the substance of the evaluation but rather indicates that the evaluation has been received and reviewed.

17.4. The Paraeducator may furnish to the evaluator a written self-evaluation prior to their receiving their formal evaluation.

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17.5. Add the following language to the evaluation form:
"Unsatisfactory" and "needs improvement" ratings must be accompanied by written comments of explanation."

17.6. The evaluator, upon written request of the Paraeducator made within one week of the Paraeducator's receipt of the written evaluation shall meet with the Paraeducator to discuss the written evaluation.

17.7. Significant negative information utilized in the formal evaluation report/s which is derived from informal observations of the Paraeducator shall be brought to the attention of the Paraeducator prior to the Paraeducator's receipt of the formal evaluation report/s. Similarly, significant negative information utilized in the formal evaluation report/s derived from sources other than formal or informal observations shall be brought to the attention of the Paraeducator prior to the Paraeducator's receipt of the formal evaluation report/s.

17.8. Amend the written evaluation form to read as follows:
See Attachment C to this memorandum.

17.9. It is recognized that not every criterion of evaluation is applicable to every employee.

17.10. Under normal circumstances, the written evaluation shall be furnished to the Paraeducator on or before March 31 of each school year.

17.11. Paraeducators who have been reappointed for three or more consecutive years shall be formally evaluated, in writing, at least every other school year. Paraeducators who have not been reappointed for three or more consecutive years, shall be evaluated at least once each school year.

18. ARTICLE 18 - DURATION AND RENEWAL

This Agreement shall become effective the school year commencing August 24, 2024, except as otherwise provided herein, and shall continue in full force and effect until August 23, 2028, except as otherwise provided herein. Negotiations for a successor Agreement shall begin no later than thirty (30) days, but in no event earlier than January 15, 2028, 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 mutually satisfactory arrangements to engage in negotiations for a successor Agreement.

DocuSigned by:
/2026
C6C64F63077742F...
Becky Slawson, President
Ipswich Educators Association

Signed by:
/2026
590F7283E8044EF...
Dianna Freehan, Chairperson
Ipswich School Committee

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ATTACHMENT A - Hourly Rate Schedule

i. Year 1 (September 1, 2024):
Increase hourly rate by $2.50

Retroactive pay, if applicable, shall be provided only to individuals who are employed as of the date of ratification.

ii. Year 1 (September 1, 2025):
Increase hourly rate by $2.00

iii. Year 2 (September 1, 2026):
Increase hourly rate by $2.50

iv. Year 3 (September 1, 2026):
Increase hourly rate by $2.00

Paraeducator's Hourly Rate Schedule

Fiscal Year	Annual Hourly Increment	Highly Qualified	Associates	Bachelors	Masters	Bachelors with Educator License	Masters with Educators License
FY25	$ 2.50	$26.75	$27.75	$28.75	$29.75	$31.50	$32.50
FY26	$ 2.00	$28.75	$29.75	$30.75	$31.75	$33.50	$34.50
FY27	$ 2.50	$31.25	$32.25	$33.25	$34.25	$36.00	$37.00
FY28	$ 2.00	$33.25	$34.25	$35.25	$36.25	$38.00	$39.00

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Movement to new categories subsequent to 2022-2023 school year

Effective July 1, 2023, paraeducators may move from one salary category to another upon presentation of proof of completion of the prescribed college degree and/or educator license.

This movement may take place only if (a) the programs have been completed prior to the start of the work year and (b) the Superintendent and the Director of Finance and Operations have been given written notice of the expected movement by December 31st preceding the date of the expected movement.

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ATTACHMENT B

IPSWICH SCHOOL SYSTEM
IPSWICH, MASSACHUSETTS

REQUEST FOR PERSONAL LEAVE

I hereby request, pursuant to Article VIII of the Collective Bargaining Agreement between the Ipswich School Committee and Ipswich Teachers Association, a personal leave day on

_____

DATE

The purpose is to attend a legal, religious, ceremonial or other personal appointment which cannot be scheduled other than during school hours, is unavoidable, and which necessitates my presence. I recognize that personal leave may not be utilized for such matters as (not exhaustive list) recreational activities, travel facilitation, other job demands.

_____

SIGNATURE OF TEACHER

_____ Approved

_____ Not Approved

_____

SIGNATURE(S) (PRINCIPAL / SPED DIRECTOR) DATE

_____ Approved

_____ Not Approved

_____

SIGNATURE (SUPERINTENDENT) DATE

Employee (white) Supervisor (yellow) Payroll (pink) Personnel File (gold)

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ATTACHMENT C - Evaluation

Ipswich Public Schools
Teaching Assistant Evaluation

Name:_____

Assignment:_____ **School Year:**_____

M- Meets, NS- Needs Support, U- Unsatisfactory, N/A- Not applicable

Student Support	M	NS	U	N/A	Comments
Build healthy relationships with students					
Work with teaching staff to promote student independence in all areas of curriculum and other school-related activities					
Collaborate with teaching staff to plan daily activities, prepare lessons and organize material for use in the classroom					
Collaborate with teaching staff to foster inclusive, purposeful learning environments, using positive reinforcement and respectful personal relationships					
Tutor and assist individuals or small groups of students in mastering assignments, materials, skills, and concepts introduced by teaching staff					
Accompany and support students during class and specialists, as needed					
Gather data and maintain individual records to document student performance and behavior to ensure progress on IEP objectives					
Assist students with devices and supportive technology					
Assist students with all ADL activities, including accessing facilities such as restrooms, as needed					
Monitor students, as directed by one's supervisor, during times such as school arrival and departure, non-class time, recess , lunch, passing time, assemblies, school meetings, daily field trips and emergency drills, as needed					
Administer MCAS and other assessments as directed and supervised by teaching staff and/or administrators					

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Professionalism	M	NS	U	N/A	Comments
Respect the confidentiality of teachers, students and parents					
Demonstrate initiative, independence and flexibility to adapt					
Maintain a working knowledge of school routines, emergency procedures and the school discipline policy. Support and carry out drills established by the administration to ensure a safe environment					
Serve as a source of information, help substitute teachers and provide classroom coverage during emergencies when the teacher is absent					
Participate in technology training, as related to student needs, position-associated training and workshops, as directed					

Comments:

Comments:

This evaluation has been completed by:

Principal's Signature: _____ ***Date:*** _____

With Input From: _____ ***Date:*** _____

Staff Signature: _____ ***Date:*** _____

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ATTACHMENT D - Sick Bank Non-Participation Form

PARAEDUCATOR SICK LEAVE BANK NON-PARTICIPATION FORM

DATE SUBMITTED: _____

By signing this form, I am giving notice of my intent NOT to participate in the Paraeducator Sick Leave Bank for school year of _____

I understand that this form must be submitted to the Superintendent by 30 September of each school year.

Paraeducator Name: _____

Paraeducator Signature: _____

School Building: _____

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ATTACHMENT E - Teaching Assistant Job Description

Student Support

1. Build healthy relationships with students
2. Work with teaching staff to promote student independence in all areas of curriculum and other school-related activities.
3. Collaborate with teaching staff to plan daily activities, prepare lessons and organize material for use in the classroom.
4. Collaborate with teaching staff to foster inclusive, purposeful learning environments, using positive reinforcement and respectful personal relationships.
5. Tutor and assist individuals or small groups of students in mastering assignments, materials, skills, and concepts introduced by teaching staff.
6. Accompany and support students during class and specialists, as needed.
7. Gather data and maintain individual records to document student performance and behavior to ensure progress on IEP objectives.
8. Assist students with devices and supportive technology.
9. Assist students with all ADL activities, including accessing facilities such as restrooms, as needed.
10. Monitor students, as directed by one's supervisor, during times such as school arrival and departure, non-class time, recess , lunch, passing time, assemblies, school meetings, daily field trips and emergency drills, as needed/
11. Administer MCAS and other assessments as directed and supervised by teaching staff and/or administrators.

Professionalism

12. Respect the confidentiality of teachers, students and parents.
13. Demonstrate initiative, independence and flexibility to adapt.
14. Maintain a working knowledge of school routines, emergency procedures and the school discipline policy. Support and carry out drills established by the administration to ensure a safe environment.
15. Serve as a source of information, help substitute teachers and provide classroom coverage during emergencies when the teacher is absent.
16. Participate in technology training, as related to student needs, position-associated training and workshops, as directed.

Updated edits 11/14/19
Team meeting: Superintendent, SC member, IEA President, Teaching Assistants, Administrator