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AGREEMENT

between the

IPSWICH SCHOOL COMMITTEE

and the

IPSWICH EDUCATORS ASSOCIATION

ESP UNIT

August 1, 2024 – July 31, 2028

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1. ARTICLE 1: RECOGNITION

1.1. Pursuant to the Department of Labor Relationships certification WMAM-20-8275, the Ipswich School Committee (referred to as the "Committee") recognizes the Ipswich Educators Association (referred to as the "Union") as the exclusive representative for the purposes of collective bargaining in respect to wages, hours of employment and other conditions of employment for all full-time and part-time employees regularly employed by the Committee in the positions of Registered Behavior Technicians (RBTs), Certified Occupational Therapy Assistants (COTAs), Speech Language Pathologist Assistants (SLPAs), and Physical Therapy Assistants (PTAs), but excluding all managerial, confidential, casual and other employees.

2. ARTICLE 2: ASSOCIATION DUES

2.1. Employees shall tender Union membership dues by signing the authorization of dues form. The Employer agrees to deduct Union membership dues, levied in accordance with the By-Laws of the Union from the pay of each employee who executes or has executed such form; and the Employer agrees to remit the aggregate amount to the Treasurer of the Union along with a list of employees who have had said dues deducted.

2.2. Employees may choose to join or not join the Union at their discretion.

3. ARTICLE 3: MANAGEMENT RIGHTS

3.1. The Committee and the Superintendent are provided with powers under the laws of the Commonwealth of Massachusetts, and except as is otherwise expressly provided by the terms of this Agreement, the determination of educational policy, the operation of the schools and the direction of the working forces are that of the Superintendent and/or the School Committee in accordance with the laws of the Commonwealth. This includes but is not limited to the following rights, some of which are modified by the terms of this agreement:

- the right to determine the number of employees required in each classification;
- the right to determine the services to be provided and standards of conduct;
- the right to determine the standards of services to be provided;
- the right to determine the methods, means and personnel by which its operations are to be conducted;
- the right to require employees to engage in training and professional development during the work day;

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- the right to suspend, discharge or take other disciplinary action against an employee;
- the right to relieve from duty employees because of lack of work, reorganization, reduction or elimination of grant funding, or other reason(s);
- the right to contract out work as needed on a non-permanent basis; and
- the right to take necessary actions to carry out its mission in emergencies

3.2. Nothing in this article shall be construed as limiting the Union's legal right under state law to bargain over decisions and/or the impacts of decisions made by the Committee.

4. ARTICLE 4: GRIEVANCE PROCEDURE

4.1. Definitions:

A "grievance" shall mean any complaint arising from any alleged violation, misinterpretation, or misapplication of the contract.

4.2. Purpose:

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances which may arise from time to time.

4.3. General

4.3.A. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum.

4.3.B. Failure at any step of this procedure to advance a grievance to the next step within the specified time limits should be deemed to be a waiver of advancing that grievance.

4.3.C. Failure at any step of this procedure to render a decision within the specified time limits shall advance the grievance to the next step.

4.3.D. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel file of the participants.

4.3.E. If a grievance affects two (2) or more educators, it may be filed directly at Level Two.

4.4. Procedure

Level One:

Level One grievances shall be presented in writing to the building principal within ten (10) school days following the date on which the event or action

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giving rise to the grievance occurred. The building principal may meet with the grievant to discuss the circumstances of the grievance. The principal shall respond in writing within five (5) school days.

Level Two:
If the Level One grievance is not disposed of to the grievant's satisfaction, the grievant may, within ten (10) school days of the date of the response to the Level One grievance from the building principal, present the grievance to the Superintendent of Schools. The Superintendent shall respond in writing within five (5) school days.

Level Three:
If the Level Two grievance is not disposed of to the grievant's satisfaction, the grievant may, within ten (10) school days of the date of the response to the Level Two grievance from the Superintendent, present the grievance to the School Committee. The School Committee shall respond in writing within five (5) school days (after the next regularly scheduled Committee meeting).

Level Four:
If the Level Three grievance is not disposed of to the grievant's satisfaction, the Union may, within ten (10) school days of the date of the response to the Level Three grievance from the School Committee, submit the grievance to arbitration through the American Arbitration Association in accordance with said tribunal's voluntary rules and regulations then obtaining. The costs of the arbitrator shall be shared equally by the School Committee and the Association, including per diem expenses. Subject to law, the arbitration award made shall be final and binding upon the School Committee, the Association, and the grieving employee(s).

5. ARTICLE 5: PROBATIONARY PERIOD / TRANSFERS / ASSIGNMENTS

5.1.Probationary Period

5.1.A. Each new employee shall be considered as a probationary employee until they have completed one full school year. For the purpose of this article, 100 days worked is equivalent to one full school year (i.e. at the end of a school year an employee will be out of their probationary period if they have worked 100 days or more; however, an employee does not exit their probationary period on day 100 of

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the school year). Probationary employees may be disciplined, discharged, or terminated at the discretion of the Superintendent or their designee.

5.1.B. On the first day of work after their first year, employees shall no longer be probationary. Employees who have passed probation shall not be disciplined, reprimanded, reduced in rank or compensation, or dismissed without good cause.

5.2. Transfers

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

5.2.B. When the Administration determines that a transfer within a building should take place, the principal will ask for volunteers from any eligible employees. If no employees volunteer for the transfer or if the volunteer is not qualified for the new position, the District retains the right to transfer employees based upon qualifications. Qualifications shall be determined by assigning due weight to an employee's areas of competence, prior experience and training, quality of job performance, and best interest of students. In the event of equal qualifications, seniority shall be used as a tie breaker to determine transfer. If practicable, any employee who is transferred shall be given at least two (2) weeks notice of said transfer.

5.3. Assignments

5.3.A. All hourly employees shall be required to sign in and out of the building(s) in which they are working. The District may implement an electronic method for sign in/out at the District's discretion with reasonable notice to employees.

5.4. **Reappointment**

5.4.A. Prior to June 15, all unit employees shall receive a note of reasonable assurance of reappointment if they are expected to continue in their appointed work for the next school year, or shall receive a note stating otherwise if they are not being reappointed. The Committee will endeavor to submit notices of reduction in force as far in advance of June 15 as is practicable.

5.4.B. All non-probationary employees are deemed reappointed for the following school year unless they have been laid off in accordance with this article.

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Notification to employees who have been reappointed shall to the extent known include the assignment, location, and hours.

6. ARTICLE 6: SENIORITY

6.1. Seniority means an employee's length of uninterrupted service in years and fractions thereof in a bargaining unit position. Approved leaves of absence shall not be considered breaks in service. Ties in length of service will be resolved by lottery. An employee who is laid off and recalled shall be credited with seniority accrued prior to the effective date of the layoff, but time not spent working for the District shall not count towards seniority.

7. ARTICLE 7: REDUCTION IN FORCE , LAYOFF AND RECALL

7.1. In the event of a reduction in force, layoffs shall occur based upon qualifications. Qualifications shall be determined by assigning due weight to an employee's areas of competence, prior experience and training, quality of job performance, and best interest of students. In the event of equal qualifications, seniority shall be used as a tie breaker to determine transfer.

7.2. When a mid-year student outplacement, changes in population, etc. would result in a reduction of ESPs in a building the District shall make every effort to maintain the employment of an ESP whose assignment must change. Should these changes result in a transfer to a different building, the District shall first ask eligible employees in the building for volunteers. If no employees volunteer for the transfer or if the volunteer is not qualified for the new position, the District retains the right to transfer employees based upon qualifications. Qualifications shall be determined by assigning due weight to an employee's areas of competence, prior experience and training, quality of job performance, and best interest of students. In the event of equal qualifications, seniority shall be used as a tiebreaker to determine transfer. If practicable, any employee who is transferred shall be given at least two (2) weeks notice of said transfer.

If a reduction in force must occur due to these changes, said reduction shall follow the procedures in this CBA.

7.3. The standards of good cause and just cause shall not apply to a reduction in force. However, employees with cause shall not be laid off unless there are no employed probationary employees in the same job classification (i.e. RBT or COTA).

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7.4. Recall

7.4.A. Non-probationary unit employees shall be placed on a recall list for a period of twelve (12) months from the date of the layoff notice. The Superintendent or their designee shall recall ESPs on the recall list in reverse order of layoff.

8. ARTICLE 8: DISCIPLINARY ACTION

8.1. On the completion of their third full year, employees shall not be disciplined, reprimanded, reduced in rank or compensation, or dismissed without just cause.

8.2. 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.

8.3. 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.

9. ARTICLE 9: WORK YEAR & HOURS OF WORK

9.1. Work Year

9.1.A. 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.

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

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9.1.B.1. 180 days of instruction.

9.1.B.2. 4 orientation/workshop days:

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

9.1.B.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.

9.1.B.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.

9.1.B.4. No school shall be scheduled on the Friday after Thanksgiving, or on December 24.

9.1.B.5. There will be no one day work weeks scheduled during the work year, except for the last week of classes.

9.1.B.6. Administration shall schedule a meeting during the work day (PD day, early release, etc) prior to the end of the school year between elementary and Middle School RBTs to go over student behaviors and behavior plans.

9.2.Work Hours

9.2.A. Effective August 1, 2025, a work week of six and one half (6.5) work hours per day plus a 30 minute unpaid lunch for a total of thirty-two and one-half (32.5) work hours per week shall be considered full time equivalent (1.0 FTE).

9.2.B. ESPs shall report for work at least ten minutes prior to the start of the student day.

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9.2.C. On early release days, ESPs shall not have assigned duties during the release time, and shall use the time for administrative and preparatory tasks.

9.2.D. If an ESP is directed by the Program Manager or Principal to work through their lunch then the ESP will be compensated for that time at their regular hourly rate. An ESP who is not directed to work through their lunch, but works through their lunch in good faith, shall also be compensated for that time at their regular hourly rate. An ESP who works through their lunch must inform the Program Manager or Principal in writing that they did not take lunch by the end of each day in which lunch is not taken and shall submit timesheets by the end of the week. At any time the District may, in its sole discretion, bar an employee from working through their lunch.

9.2.E. With approval of the Principal or their designee, an RBT who provides coverage for another RBT shall be paid time and one half of the covering RBT's regular hourly rate for all hours spent working with the absent RBT's student(s). RBTs must submit time sheets reflecting hours of coverage at the end of the work week in which the coverage was provided.

9.3. Delayed Openings and Early Dismissal

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

9.3.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 – ESPs 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 ESPs make-up any "closure day" later in the school year and ESPs shall not be paid for this day as they were already paid for the day of the closure.

9.4.Extra Time

9.4.A. Unless otherwise specified in this agreement, any assignment of extra work beyond regular work hours is voluntary.

9.4.B. Home Visits may occur during or outside of the normal school day hours as appropriate to an employee's position. Absent exceptional circumstances, Home

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Visits shall be scheduled at least one week in advance. ESPs shall be compensated for home visit services at the employee's standard rate of pay unless they fall under the "extra time" provisions.

9.4.C. Voluntary additional work - such as student tutoring, mentoring, or breakfast club - shall be assigned based on qualifications. ESPs shall be compensated for these services at their standard rate of pay unless they fall under "extra time" provisions.

9.4.D. Each year the District will post openings for summer work internally. If there are no qualified applicants the District may post for summer work externally.

9.4.E. Work performed at the behest of the Committee beyond 40 hours in one calendar week shall be compensated at a rate of one-and-one-half-times (150%) their hourly rate for every hour of work or fraction thereof.

10. ARTICLE 10: SICK LEAVE

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

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

10.3. Unit members employed prior to the ratification of this agreement shall keep their accrued sick days up to a maximum of 205 days.

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

10.5. Employees may be required to provide a medical certificate signed by a licensed physician or health care provider for absences exceeding three (3) consecutive days, at the request of the Superintendent or their designee.

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10.6. 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:

10.6.A. Immediate family as used herein shall mean:
Parents and step-parents, spouse, domestic partner (as defined by MA law) 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, fiancee.

10.7. 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.

11. ARTICLE 11: 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:

11.1. 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.

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11.2. Only those employees who have completed more than one year of service with the District who deposit days to the Bank as provided in paragraph 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.

11.3. 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.

11.4. 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 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.

11.5. 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.

11.6. 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.

11.7. 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 III or in any other manner.

12. ARTICLE 12: PERSONAL DAYS

12.1. The Ipswich Public Schools will provide two (2) personal days per school year. Personal days are not cumulative. All personal leave usage must be requested in writing to the employee's supervisor at least forty eight (48) hours in advance except in case of emergency. Personal leave requests shall be responded to by Principals

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within twenty-fours (24) hours. Employees are encouraged to request days as far in advance as is practicable.

12.2. Requests for personal days shall not be unreasonably denied. The parties recognize that inadequate staffing is a reasonable reason for denial. Personal days generally will not be used to extend school vacations or holidays. Requests for personal days immediately preceding or subsequent to a school vacation period or holiday must be accompanied by a written request detailing the reason for the leave.

12.3. In exceptional circumstances, additional paid personal days for leave may be granted at the discretion of the Superintendent or their designee.

13. ARTICLE 13: BEREAVEMENT LEAVE

13.1. 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 10.2.A

13.2. 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.

13.3. 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.

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

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

14. ARTICLE 14: PARENTAL LEAVE

Parental Leave (for births and leaves occurring after the date of ratification)
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.

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14.1. 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:

- the purpose of giving birth and/or bonding with a newborn child; or
- 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;

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

14.3. Parental Leave Compensation:

14.3.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

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

14.4. Health Insurance Contributions During Parental/FMLA Leave

14.4.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.

14.5. 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:

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

14.5.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.

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

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14.5.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.

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

14.5.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 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.

Educator's 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.

14.5.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.

14.5.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.

14.5.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.

14.5.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

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the District. This provision shall not apply to that portion of extended child rearing leave which is FMLA leave. Rather, the provisions of Section 1 above shall apply during such period.

14.5.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.

14.5.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.

15. ARTICLE 15: JURY DUTY

15.1. The Committee shall pay an employee who is required to serve on jury duty their daily hourly rate for each day on jury duty. Employees shall turn over to the Committee all court payment or reimbursement in return for their regular payment. Employees shall be expected to return to work if there exists a reasonable period of time left in the day. Employees are urged to defer their service until non-school times.

16. ARTICLE 16: WAGES AND BENEFITS

16.1. Hourly Rate

Amend Appendix A, Salary Schedules as follows:

- 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.
- Year 1 (September 1, 2025): Increase hourly rate by $1.75
- Year 2 (September 1, 2026): Increase hourly rate by $2.00
- Year 3 (September 1, 2027): Increase hourly rate by $1.75

Please see salary scales in Appendix A for reference.
Please see adjusted rate as stipulated in Article ____ (Certification, Professional Development, and Training)

16.2. Longevity

Employees who have been in continuous employment in a bargaining unit position shall be paid, in addition to regular salary, yearly increments as follows:

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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	$1000
After the completion of 20 years and thereafter	$1500

Longevity compensation will be paid to eligible employees in the unit in one lump sum payment annually in the last pay period in December. Approved leaves shall not count as breaks in continuous employment. Credit for one (1) year shall be given for every school year during which an ESP worked 100 or more work days in the year in question.

16.3. Insurance and Annuity

16.3.A. The Ipswich Public Schools will offer health and other benefits as provided to all employees of the Town of Ipswich. These offers are subject to the terms and conditions of said coverage.

16.4. 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:

16.4.A. HMO

July 1, 2024:	65%
July 1, 2025:	67%
July 1, 206:	70%

16.4.B. Indemnity: 50%

17. ARTICLE 17: USE OF SCHOOL FACILITIES

17.1. The association shall be permitted to use reasonable space in school buildings at reasonable hours for meetings and other association activities free of charge.

18. ARTICLE 18: CERTIFICATION, PROFESSIONAL DEVELOPMENT,, AND TRAINING

18.1. RBT Certification

18.1.A. Within 120 calendar days of employment with the Ipswich Public Schools, all RBTs shall be required to obtain and maintain certification through the

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Behavior Analyst Certification Board. The cost of maintaining such licensure shall be borne solely by the RBT.

18.1.B. In the event that the federal or state government requires additional licensure or certification in order to maintain RBT status, RBTs shall be required to obtain and maintain such license or certification. The cost of maintaining such license and/or certification shall be borne solely by the RBT unless federal or state funding is provided to the district for the sole purpose of assisting RBTs to obtain the additional licensure or certification.

18.1.C. Registered Behavior Technicians (RBTs) hired that are pending certification shall be paid at 75% of the above rates.

18.2. Non-RBT Certification

18.2.A. Employees who are required to possess a Massachusetts state certification to perform their job duties shall maintain said license at all times. Failure to maintain the required license shall result in discipline up to and including discharge.

18.3. Professional Development

18.3.A. Every year, the district shall provide unit-specific professional development programming during every PD day (in addition to the regular yearly CPI training).

18.3.B. The district shall provide time during the work day each work year for the RBT Competency Assessment and CPI recertification for relevant unit members.

18.3.C. A unit member may be granted paid professional time for the purpose of attending a professional conference or workshop, subject to the prior written approval of the Superintendent or their designee. An oral report by the employee may be required following the attendance of such a workshop or conference.

18.3.D. ESPs shall have one (1) representative on the district's professional development committee.

18.4. Deescalation Training

18.4.A. All ESPs will be trained in de-escalation.

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18.4.B. The District, in collaboration with the trainers, will make available adequate safety and protective materials available in all buildings. Before the start of the academic year, the building administration will inventory equipment and make a determination based on trainer input, of any additional materials to be ordered. The District, in collaboration with the trainers, will make available adequate safety and protective materials available in all buildings as needed.

18.5. Restraint Training

18.5.A. Restraint Training: Every building shall create a response team to assist with student matters and shall be trained in restraint training and education as offered by the Ipswich Public Schools. Team members shall be selected via a committee made up of a reasonable number of District and IEA members. Should the committee be unable to make mutually agreeable selections the District shall have the final determination of who shall be on the response team.

19. ARTICLE 19: EVALUATION

19.1. Unit members shall be evaluated pursuant to the ESP Professional Evaluation Guidelines attached hereto as Appendix B.

20. ARTICLE 20: IPSWICH EDUCATORS ASSOCIATION RELATED LEAVE

20.1. Up to one (1) delegate of the ESP Unit of the Association shall be granted one (1) day's leave with pay to attend the MTA Annual Meeting. The district shall be notified with reasonable advanced notice.

20.2. An IEA ESP unit member whose appearance is required before any judicial, quasi-judicial, or administrative tribunal, including but not limited to arbitration, mediation, or fact-finding proceedings, shall not lose any compensation for the performance of such obligations for one day per unit per school year. If the proceedings were initiated by the Association, then the Association shall pay for the cost of the substitute for that day. Compensation for more than the unit's one day per year may be granted under the personal leave provision.

21. ARTICLE 21: DURATION

This agreement shall have a duration of 8/1/2024 to 7/30/2028. All terms and provisions, including pay, shall be retroactive to the start of this agreement.

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DocuSigned by:
2/27/2026
C5C64F63077742F...
Becky Slawson, President
Ipswich Educators Association

Signed by:
2/27/2026
590F7283E8044EF...
Dianna Freehan, Chairperson
Ipswich School Committee

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APPENDIX A – SALARY SCHEDULE

Fiscal Year	Annual Hourly Increment	Licensed	Unlicensed at 75%
FY25	$ 2.50	$38.85	$29.14
FY26	$ 1.75	$40.60	$30.45
FY27	$ 2.00	$42.60	$31.95
FY28	$ 1.75	$44.35	$33.26

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APPENDIX B – EVALUATION

ESP Professional Evaluation

The regulatory purposes of evaluation are:

i. To promote student learning, growth, and achievement by providing Educators with feedback for improvement, enhanced opportunities for professional growth, and clear structures for accountability.

ii. To provide a record of facts and assessments for personnel decisions.

iii To affirm and recognize professionalism in daily practice

The Ipswich Public Schools' purposes of evaluation are to support and promote educator excellence and improvement through collaboration, mentoring, and professional development.

Evaluation

1. Evaluations will be conducted by an administrator who has been trained in the evaluation process.
2. BCBA's, Special Education teachers, classroom teachers and Program Managers may be consulted during the evaluation process, but observations and evaluations must be completed by the administrator.
3. Evidence considered for the evaluation process may include daily professional interactions and routines, work product exemplars, anecdotal exemplars provided by the educator, educator self-reflection, and educator - evaluator conferences.
4. ESP's will be evaluated twice in their first year of service. These evaluations will consist of:
    - A formative evaluation provided within the first 4 months of employment using the evaluation form.
    - A summative evaluation completed by the end of the probationary period using the evaluation form. The summative evaluation will indicate whether or not the educator has successfully completed their probationary period.
    - Probationary ESP's will be trained in the evaluation process and expectations in their first week of service.
5. ESP's who have completed their probationary period will be evaluated annually. The summative evaluation will be provided between January 1st and June 1st of the academic year.

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Ipswich Public Schools

ESP Evaluation

Staff Member:	**Date:**
Staff Title:	**Assignment:**
Time in position:	**Time in Ipswich:**
Evaluator:	**School:**
With input from*:	*Evaluator may consult with the Program Manager and/or Special Education Teacher, and classroom teacher, as needed.

Explanation: E= Exemplary; P=Proficient; NI=Needs Improvement; U=Unsatisfactory; NA=Not Applicable

*Ratings of **Unsatisfactory** and **Needs Improvement** must be accompanied by written comments explanation*

	E	P	NI	U	NA
1. Demonstrates a working knowledge of Individualized Education Plan Comments:					
2. Effectively communicates and collaborates with Educational team members Comments:					
3. Effectively communicates and collaborates with colleagues Comments:					

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4. Respects and maintains confidentiality of students and families Comments:					
5. Effectively communicates with students Comments:					
6. Facilitates inclusive and positive school/classroom culture Comments:					
7. Maintains appropriate standards of behavior, respect, and safety Comments:					
8. Demonstrates appropriate initiative and independence Comments:					
9. Demonstrates an effort to increase knowledge and skills Comments:					
10. Demonstrates flexibility Comments:					
11. Accepts appropriate responsibility Comments:					
12. Is punctual and displays consistency of attendance Comments:					
13. Maintains discipline-specific licensure/certification Comments:					

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14. Shows competence in discipline-specific responsibilities Comments:					

Summary

Administrator's Signature: _____ **Date:** _____

ESP Signature: _____ **Date:** _____