

AGREEMENT

between the

IPSWICH SCHOOL COMMITTEE

and the

IPSWICH PARAEDUCATORS ASSOCIATION

(8/24/2021 – 8/23/2024)

TABLE OF CONTENTS

ARTICLE 1 - RECOGNITION..... 1
ARTICLE 2 - MANAGEMENT RESPONSIBILITY..... 1
ARTICLE 3 - PROBATIONARY PERIOD - YEARLY APPOINTMENT 2
ARTICLE 4 - HOURS OF WORK..... 5
ARTICLE 5 - EXTRA TIME (Time Beyond “Normal Work Day”)..... 6
ARTICLE 6 - TRANSFERS AND ASSIGNMENTS 8
ARTICLE 7 - SICK LEAVE 9
ARTICLE 8 - PERSONAL DAYS 10
ARTICLE 9 - EMERGENCY LEAVE..... 11
ARTICLE 10 - BEREAVEMENT LEAVE..... 11
ARTICLE 11 - DELAYED OPENINGS..... 12
ARTICLE 12 - WAGES 12
ARTICLE 13 - TUITION REIMBURSEMENT 14
ARTICLE 14 - GRIEVANCE PROCEDURE 15
ARTICLE 15 - NO STRIKES..... 17
ARTICLE 16 - MISCELLANEOUS..... 15
ARTICLE 17 - EVALUATION..... 19
ARTICLE 18 - PROFESSIONAL DAY 20
ARTICLE 19 - SICK LEAVE BANK..... 20
ARTICLE 20 - EXTENDED LEAVE WITHOUT PAY.....23
ARTICLE 21 - DURATION AND RENEWAL..... 24
ATTCHMENT A 26
ATTACHMENT B 27
ATTACHMENT C 28
ATTACHMENT D..... 31
ATTACHMENT E..... 32

AGREEMENT made as of the first day of August 2021 between the Ipswich School Committee (“Committee”) and the Ipswich Paraeducators’ 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.

ARTICLE 1 - RECOGNITION

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.

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.

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 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.

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.

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.

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.

ARTICLE 3 - PROBATIONARY PERIOD - YEARLY APPOINTMENT

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.

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.) 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 receives a layoff notice.

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 this Article. 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.

Disciplinary action taken against any employee upon expiration of their probationary period and prior to the end of the first five (5) consecutive full school years shall be subject to a good cause standard. Good cause as used herein shall include any ground which is not arbitrary, irrational, unreasonable, in bad faith, or irrelevant to the sound operation of the school system. Upon completion of their first five (5) consecutive full school years of service, no paraeducator shall be discharged or suspended without just cause.

1. Discharge or other disciplinary action within the probationary period - not arbitrable.
2. Employee not reappointed - not arbitrable.
3. Employee discharged (disciplinary) subsequent to probationary period - good cause standard.
4. Employee terminated during year (non-disciplinary) - not arbitrable.

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.

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: (i) the qualifications, training, education, experience and evaluations of the paraeducators; (ii) the needs and/or best interests of a particular student(s) and/or the school or school system; and (iii) 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.

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.)

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.

ARTICLE 4 - HOURS OF WORK

1. This Article defines the normal hours of work and shall not be construed as a guarantee of hours of work per day, per week, or per year.

2. Except as otherwise provided herein, the normal work year for full-time Paraeducators shall coincide with the work year shown on the Ipswich Public School calendar

for teachers. This includes up to three (3) orientation days and/or training sessions prior to or during the school year and terminates not later than the last workday in June. Five additional days shall be added to provide for emergency situations such as inclement weather, and if not used, shall not be considered as instructional days or workshop days.

3. 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.

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.

4. 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.

ARTICLE 5 - EXTRA TIME (Time Beyond “Normal Work Day”)

A. Extra Time - Bus Duty

The Paraeducators agree that if desired by the Administration there must be coverage for bus duty by the Paraeducators beyond the work day (before and/or after school). The following shall be applicable to extra-time bus duty by the Paraeducators:

(1) The Administration shall advise the Association, in writing, prior to the end of the school year as to its contemplated needs for extra-time bus duty for the following school year (days, times, locations, hereinafter sometimes called “assignments”). The Administration shall advise the Association if any subsequent changes are made.

(2) Paraeducators, at each school, shall first be given the opportunity to sign up for bus duty assignments on a voluntary basis by seniority. In the event that not all bus duty assignments are “covered,” then the assignments not covered will be performed by the Paraeducators who did not volunteer, in the inverse order of seniority.

(3) Prior to the end of the school year, the Association shall furnish to the Administration the names of the Paraeducators who will be performing bus duty, determined as aforementioned, and the bus duty assignments of each Paraeducator.

(4) Seniority as used in this Article shall mean the employee’s length of continuous service as a Paraeducator dating from their most recent date of hire.

The bus duty “extra time” shall be paid at the employee’s regular straight time hourly rate of pay.

B. Extra Time (Other)

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:

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

(2) 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.

(3) 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).

(4) Participation in the homework club and the breakfast club shall be voluntary.

(5) The Administration shall attempt to give reasonable notice of its extra time needs, subject to the circumstances involved.

(6) Extra time shall be paid at the employees' regular straight time hourly rate.

(7) Extra time shall be approved in advance by the Director or Principal, or their designees.

(8) 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.

ARTICLE 6 - TRANSFERS AND ASSIGNMENTS

A. 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.

B. 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.

ARTICLE 7 - SICK LEAVE

Full-time employees in their first three school years of employment shall be entitled to ten (10) sick leave days per work year (prorated for work of less than a full work year) for personal injury or sickness and full-time employees who have completed three work years of employment shall be entitled to twelve (12) sick leave days per work year for personal injury or sickness, to be accumulative to 175 days and to be awarded at the beginning of each year. Full-time employees who have accumulated forty-five (45) days on September 1 of a given year will be entitled to fifteen (15) sick leave days for that year. Any days in excess of 175 for an individual at the end of any school year will be added to the total number of available sick leave days in the Sick Leave Bank provided, however, that the total number of available sick leave days in the Sick Leave Bank shall not exceed the maximum set forth in Article 20.

Five (5) of these sick leave days per year may be used if the absence is required to attend to an ill child, spouse, domestic partner (as defined by MA law), parent, step-parent, sibling, mother-in-law, father-in-law, or household member.

An employee who is not the parent giving birth to the child may use up to fifteen (15) days of accrued sick leave in order to cover the employee's absence for the birth of their child or

for the adoption of a child commencing with the day following the birth or placement of the child with the employee for adoption. Such accrued sick leave shall only be used during the 15 calendar days, excluding Saturdays, Sundays, and legal holidays, following the birth of the child/placement of the child for adoption. (For example, an employee who adopts a child on July 1st is not entitled to use any paid sick leave following the placement of the child for adoption as the fifteen days following the placement of the child, excluding Saturdays, Sundays, and the legal holiday on the 4th of July, are not work days.) The employee requesting to use sick leave for such purpose must provide the Superintendent with written notice at least one month prior to the anticipated date the leave is to commence or with as much notice as the employee can provide under the circumstances. (It is understood that the mother who gives birth to the child may use her accrued sick leave to cover her absences because of birth and recovery from childbirth).

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.

ARTICLE 8 - PERSONAL DAYS

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.

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.

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.

ARTICLE 9 - EMERGENCY LEAVE

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.

ARTICLE 10 – BEREAVEMENT LEAVE

A. In the event of death of an employee’s immediate family, the employee shall be allowed to be absent from work, with pay, up to five (5) workdays following within the seven (7) calendar days commencing on the date of death.

“Immediate family” means spouse, domestic partner (as defined by MA law), child (including miscarriage), step-child, mother, father, step-parent, brother, sister, grandparent, mother-in-law, father-in-law, or persons residing in the household.

B. An employee shall be entitled to be absent, with pay, on the day of the funeral to attend the funeral of their aunt, uncle, niece, nephew, brother-in-law, sister-in-law, or close friend.

ARTICLE 11 - DELAYED OPENINGS

Paraeducators will be paid for delayed openings time, but they must report to school as soon as conditions permit.

Paraeducators who are dismissed early due to inclement weather will be paid for the “lost hours.”

ARTICLE 12 - WAGES

1. Rates

A. Hourly Rate Schedule

See Attachment A

B. General

(1) 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.

C. 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

A year shall be considered a year of continuous service for the purpose of this Section C 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.

D. Substitute Service

A full time Paraeducator who is assigned to take over a teacher’s class in a teaching capacity for at least one hour in the absence of the teacher and who in fact takes over said class for said period of time shall be paid as follows:

At their regular hourly rate plus an additional \$3.50 per hour for each hour so assigned.

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.

E. Tier One, Tier Two and Tier Three Paraeducator Positions

[This Section Intentionally Left Blank]

F. Health Insurance

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:

- A) Effective July 1, 2011 the Union accepts the HMO and PPO Blue Options v.3 plans offered by the Massachusetts Interlocal Insurance Association (MIIA).
- B) Maintain current contribution rate:
 HMO – 65 %
- C) 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.

G. Funding

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

H. Direct Deposit and Electronic Pay Advisories

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.)

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.

ARTICLE 13 - TUITION REIMBURSEMENT

A. Course Reimbursement

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

1. The course is pre-approved by the Superintendent or their designee.
2. The course must be directly work related.
3. The employee must receive a grade of B or better.
4. The course must be taken at an approved college or university and must be a three credit course
5. Not more than one course per employee per year (July 1 - June 30) will be reimbursed.
6. Paraeducators who do not have a degree may request approval of undergraduate courses.
7. The Paraeducator must have completed at least two (2) consecutive years of service in Ipswich from and after the Paraeducator's date of hire.
8. 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.

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

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:

1. Request for such reimbursement is made in writing by the Paraeducator to their Principal prior to commencement of the workshop.
2. The Paraeducator's Principal and the Superintendent approve the request for such reimbursement in writing prior to completion of the workshop.
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.

ARTICLE 14 - GRIEVANCE PROCEDURE

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.

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.

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.

ARTICLE 15 - NO STRIKES

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.

ARTICLE 16 - MISCELLANEOUS

Definitions

- A. "Full-time" as used in this Agreement shall mean a Paraeducator who regularly works six (6) or more hours per day.
- B. "Part-time" as used in this Agreement shall mean a Paraeducator who regularly works less than six (6) hours per day.
- 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.
- D. Paraeducators who work less than 20 hours per week on a regular basis shall not be entitled to any benefits, except as follows:

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 8 (Personal Leave), Article 9 (Emergency Leave), Article 10 (Funeral Leave), and Article 11 (Holidays), subject to the terms and conditions provided therein, on a pro rata basis, so long as they are continuously employed.

- E. 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.

F. 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.

G. Employees may be required to wear identification badges.

H. 1. 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.

2. 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.

I. 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.

J. 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.

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

1. Such an assignment will be reviewed annually.
2. Volunteers for the starting and quitting time will first be sought: if no volunteers are available, seniority will be considered to determine

assignments.

- L. The Parties shall establish a joint labor management committee consisting of not more than three (3) members appointed by the Association and three (3) members appointed by the Superintendent. The joint committee will review and make recommendations to the parties for a revised job description for teaching assistants and a revised evaluation instrument for Paraeducators on or before January 31, 2020.

ARTICLE 17 - EVALUATION

1. The purposes of evaluation are as follows:
 - (a) To provide information for the continuous improvement of performance.
 - (b) To provide a record of facts and assessment for personnel decisions.
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.
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.
4. The Paraeducator may furnish to the evaluator a written self-evaluation prior to their receiving their formal evaluation.
5. Add the following language to the evaluation form:

“Unsatisfactory” and “needs improvement” ratings must be accompanied by written comments of explanation.”

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.

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.

8. Amend the written evaluation form to read as follows:

See Attachment C to this memorandum.

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

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

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.

ARTICLE 18 - PROFESSIONAL DAY

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.

ARTICLE 19 - SICK LEAVE BANK

A Sick Leave Bank ("Bank") is hereby established for use by Paraeducators, subject to the terms and conditions hereinafter provided:

- (A) The Bank shall be administered by a Sick Leave Bank Committee (“SLBC”) consisting of four (4) members, two (2) of which will be designated by the Superintendent and two (2) of which will be designated by the ITAA.
- (B) The Sick Leave Bank may only be utilized for serious long term illness or injury.
- (C) The Paraeducator requesting Bank days must have exhausted their annual and accumulated sick leave.
- (D) Each school year, each Paraeducator may become a member of the Bank for that year by depositing to the Bank one (1) day of sick leave to which they are entitled for that particular school year. All deposits to the Bank shall be voluntary. Such days may not be withdrawn by the contributing member for any reason.
- (E) All deposits to the Bank will credited on 1 October of each year. Since membership in the Bank is voluntary, a Paraeducator 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 as Attachment D), by September 30 of each year. Absence of such written notification shall be understood to have authorized Bank membership for that year.
- (F) Only those Paraeducators who deposit days to the Bank in a given school year may be eligible to withdraw, subject to the terms and conditions provided herein, sick days from the Bank during that school year. Bank days which the SLBC allows to be withdrawn may only be applied during the regular school year.
- (G) Any member of the Bank who requests sick leave days from the Bank shall, by themselves or by another authorized (authorization must be in writing) person to act on their behalf, inform, in writing, the SLBC, with copies thereof to the President of the ITAA and to the Superintendent, the nature of their illness, an estimate of how long such illness shall continue in the school year in which their sick leave has been exhausted, and the number of days that they seek to withdraw from the Bank. Said application shall be accompanied by a written statement of a

physician with personal knowledge who can corroborate the nature of the illness and estimate the degree and duration of same. The Sick Leave bank Committee shall have the right to request of the applicant additional information as needed for the purpose of reaching a decision in a particular case.

- (H) The initial grant of Bank day by the SLBC to an eligible Paraeducator shall not exceed fifteen (15) days.
- (I) Information the SLBC may consider in making its determination may include, but is not limited to, (1) adequate medical evidence of serious long term personal illness; (2) proper utilization of all eligible sick leave; (3) length of service in the Ipswich Public Schools; (4) consideration of past usage of sick leave.
- (J) A Paraeducator who is still unable to perform their duties to their serious long term illness or injury after the period for which sick leave was granted by the SLBC may apply for an additional grant. Such grant so requested shall be subject to the provisions set forth in this Article. In no case shall any Paraeducator be granted sick leave to extend beyond the school year in which such leave has been granted.
- (K) Sick leave granted from the Bank but not used will revert back to the Bank.
- (L) The maximum amount of Bank days that may be granted to a Paraeducator in any school year is 60. The maximum amount of Bank days that may be granted to the bargaining unit as a whole in any school year is 180. Only Paraeducators who have completed at least three full work years of service as a Paraeducator in Ipswich shall be eligible to utilize the Bank.
- (M) The granting of Bank days shall be by majority vote of the SLBC with all members present and shall be in writing with a copy of such statement forwarded to the Superintendent for inclusion in the Paraeducator's personnel folder. All decisions of the SLBC are final and binding and are not subject to challenge.

- (N) Accumulated unused Bank days will be carried over to succeeding years, up to a maximum of 300 days, subject to the terms and conditions provided herein. For example, but without limitation, the maximum amount of Bank days that may be granted to any Paraeducator in any school year is 60 and the maximum amount of Bank days that may be granted to the bargaining unit as a whole in any school year is 180.
- (O) In the event of the anticipated depletion of the number of days in the Bank, the SLBC may recommend to the membership the assessment of an additional day of contribution, subject to the terms and conditions provided herein. Those members choosing not to contribute an additional day will immediately cease being members of the Bank for the remainder of that school year. If a bank member has no remaining sick leave days to contribute, they will retain membership for the remainder of the school year.
- (P) Employees who choose not to join in any given year shall be allowed to join in any subsequent year provided (1) they advise the Superintendent, in writing, by September 30, and (2) donate to the Bank an amount of days equal in number to the years in which they did not participate once becoming eligible. Such contribution shall be made even if such contribution increases the amount of days in the bank about 200. Thereafter, they shall be considered a participant in the Bank and must notify the Superintendent pursuant to Section E if they do not wish to participate.

Employees not eligible to join as of September 30 shall have thirty calendar days to decline membership upon first becoming eligible. If they choose to become a member, they shall deposit to the Bank one (1) day of sick leave to which they are entitled for that particular school year.
- (Q) The Committee is not contributing any days to the Bank.

ARTICLE 20 – EXTENDED LEAVES WITHOUT PAY

A. Childrearing Leave

A Paraeducator who has completed three (3) full years in the Ipswich Public Schools, may request a leave of absence without pay for the purpose of childrearing. The Superintendent’s decision to grant or not grant the request for leave shall not be subject to grievance and arbitration. Such leave shall commence with the birth of the employee’s child, or the date that the child was placed with the employee for adoption. The leave shall be unpaid and shall be for the remainder of the work year in which the birth/placement for adoption occurred and, if requested by the employee, for the following work year. The employee must notify the Superintendent in writing of the employee’s intention to return to work no later than May 15” prior to the start of the work year in which the employee wishes to return to work. Provided that the employee’s return to work does not result in the layoff of another employee and that there is a vacancy for which the returning employee is qualified, the employee will be placed in a position in the unit at the start of the work year. If the employee returns to work the employee’s unused accrued sick leave at the time of the leave will be restored to the employee. If the employee does not return to work at the end of the leave, the employee will be deemed to have separated from employment.

ARTICLE 21 - DURATION AND RENEWAL

This Agreement shall become effective the school year commencing August 24, 2021, except as otherwise provided herein, and shall continue in full force and effect until August 23, 2024, 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, 2021, 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.

IPSWICH PARAEDUCATORS
ASSOCIATION

DocuSigned by:

76AAF7D29CA940D...
Co-Chair

DocuSigned by:

B40E9F05DFFE46C...
Co-Chair

IPSWICH SCHOOL COMMITTEE

DocuSigned by:

665E5DB854B5416...
School Committee Chairperson

DocuSigned by:

1A348E9ECE0546D...
Dr. Brian Blake, Superintendent

DocuSigned by:

59AF434DF6CC492...
Cheryl Herrick-Stella, Director of Finance &
Operations

ATTACHMENT A

Paraeducator's Hourly Rate Schedule

2021-2024

<u>FY22</u>	<u>Hourly Rate</u>
All Employees	\$22.50
<u>FY23</u>	
Highly Qualified	\$23.38
Associates	\$24.38
Bachelors	\$25.38
Masters	\$26.38
Bachelors with Educator License	\$28.13
Masters with Educator License	\$29.13
<u>FY24</u>	
Highly Qualified	\$24.25
Associates	\$25.25
Bachelors	\$26.25
Masters	\$27.25
Bachelors with Educator License	\$29.00
Masters with Educator License	\$30.00

Movement to new categories for the 2022-2023 school year:

Employees must provide proof of degree and/or educator license by 5PM on July 29, 2022 to be eligible to move for the 2022-2023 school year. Proof must be submitted to Caroline Estabrook, Human Resources Manager via email or hard-copy. Absent proof of degree and/or license the paraeducator shall be paid in the "Highly Qualified" category.

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.

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

ATTACHMENT C

IPSWICH PUBLIC SCHOOLS Paraeducator Evaluation

Paraeducator: _____ Date: _____

Evaluator: _____ School: _____

With input from: _____

Assignment: _____

Time in position: _____ In Ipswich: _____
(Not including current year)

Explanation: U = Unsatisfactory; NI - Needs Improvement; S = Satisfactory; AA = Above Average;
NA = Not Applicable

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

CHECK APPROPRIATE RATING

	U	NI	S	AA	NA
1. Respects/maintains confidentiality of students and families. Comments:					
2. Demonstrates a working knowledge of Individualized Education Plan. Comments:					
3. Implements quality lessons with students both individually and in groups. Comments:					
4. Implements curriculum modifications appropriately based on individual learning style. Comments:					
5. Provides input for individual student records. Comments:					
6. Demonstrates professionalism toward colleagues/parents. Comments:					

7. Demonstrates appropriate communication with students. Comments:					
---	--	--	--	--	--

CHECK APPROPRIATE RATING

	U	NI	S	AA	NA
--	---	----	---	----	----

8. Implements effective behavior management techniques. Comments:					
9. Communicates with Program Manager regarding pertinent student/staff issues. Comments:					
10. Collaborates effectively with Team members (e.g., liaison, classroom teachers, therapists). Comments:					
11. Demonstrates initiative and independence. Comments:					
12. Demonstrates knowledge of curriculum frameworks and instructional strategies. Comments:					
13. Collects and organizes appropriate curriculum materials. Comments:					
14. Demonstrates an effort to increase knowledge and skills through workshops and educational readings. Comments:					
15. Facilitates an inclusive school/classroom culture. Comments:					
16. Demonstrates flexibility to adapt. Comments:					

17. Accepts responsibility. Comments:					
18. Maintains appropriate standards of behavior, respect and safety. Comments:					

CHECK APPROPRIATE RATING

	U	NI	S	AA	NA
--	---	----	---	----	----

19. Uses good judgment in interactions with staff, students and parents. Comments:					
20. Is punctual and displays consistency of attendance. Comments:					
21. Displays ability to communicate. Comments:					
22. Displays sensitivity to others. Comments:					
23. Displays appropriate relations with the school community. Comments:					

SUMMARY:

Evaluator's signature: _____ Date: _____

COMMENTS:

Paraeducator's signature: _____ Date: _____

ATTACHMENT D

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: _____

ATTACHMENT E
Ipswich Paraeducator – Job Description

1. Work with special and general educators to promote student independence in all areas of the curriculum and other school related activities.
2. Collaborate with teachers and therapists planning daily activities, preparing lessons, and organizing material for use in the classroom.
3. Tutor and assist individuals or small groups of students in mastering assignments, materials, skills, and concepts introduced by teachers or special education staff.
4. Confer with teachers and specialists in developing strategies for reinforcing material or skills based on an understanding of individual students' needs, interests and abilities.
5. Accompany and support students during class and specialists as needed.
6. Gather data and maintain individual records to document student performance and behavior to ensure progress on IEP objectives.
7. Attend and participate in IEP meetings, team meetings, and teacher-parent conferences, regarding student progress and issues when requested. Defer to certified staff regarding parental inquires, except as directed.
8. Respect the confidentiality of teachers, students and parents.
9. Assist students with devices, supportive technology, and all ADL (Activities of Daily Living) activities, including accessing facilities such as restrooms, as needed.
10. Monitor students during non-class time, such as recess, lunch, passing time, assemblies and school meetings, field trips, transportation, school arrival and departure, and emergency drills.
11. Maintain a working knowledge of school routines, emergency procedures and the school discipline policy. Support and carry out codes established by the administration and teachers to ensure a safe and stimulating educational environment.
12. Serve as a source of information, help substitute teachers, provide classroom coverage during emergencies when teacher is absent.
13. Administer MCAS and other performance tests as directed and supervised by special educators and/or administrators.
14. Participate in all job-associated training and workshops as directed.