

AGREEMENT

between the

IPSWICH SCHOOL COMMITTEE

and the

IPSWICH EDUCATORS ASSOCIATION

September 1, 2015 – August 31, 2018

TABLE OF CONTENTS

	Page
ARTICLE I RECOGNITION .....	1
ARTICLE II GENERAL.....	1
ARTICLE III GRIEVANCE PROCEDURE.....	5
ARTICLE IV WORKDAY, WORK YEAR, WORKLOAD .....	7
ARTICLE V TEACHING ASSIGNMENTS AND TRANSFERS.....	14
ARTICLE VI CLASS SIZE.....	16
ARTICLE VII REDUCTION IN FORCE .....	16
ARTICLE VIII LEAVES .....	20
ARTICLE IX STATUTORY MATERNITY AND FAMILY/MEDICAL LEAVE— EXTENDED CHILD REARING LEAVE .....	24
ARTICLE X TEACHER EMPLOYMENT AND SALARY ADMINISTRATION.....	27
ARTICLE XI TEACHER PROTECTION AND LIMITATIONS.....	31
ARTICLE XII DUES DEDUCTION.....	32
ARTICLE XIII HEALTH INSURANCE.....	32
ARTICLE XIV NO STRIKE CLAUSE .....	33
ARTICLE XV FEDERAL AND STATE LAWS AND TOWN BYLAWS.....	33
ARTICLE XVI STUDY COMMITTEE .....	33
ARTICLE XVII TUITION REIMBURSEMENT AND DEPENDENT TUITION.....	33
ARTICLE XVIII FUNDING.....	36
ARTICLE XIX JUST CAUSE .....	36
ARTICLE XX SICK LEAVE BUY BACK.....	36
ARTICLE XXI SICK LEAVE BANK .....	38

ARTICLE XXII	CARNEGIE LANGUAGE .....	39
ARTICLE XXIII	EVALUATION .....	40
ARTICLE XXIV	EDUCATION REFORM.....	40
ARTICLE XXV	JOINT PROFESSIONAL DEVELOPMENT COMMITTEE.....	40
ARTICLE XXVI	DURATION.....	41
APPENDIX A	SALARY SCHEDULES	
	1. SCHEDULES.....	42
	M+15 Column.....	42
	September 1, 2015.....	43
	September 1, 2016.....	44
	92 <sup>nd</sup> Work Day of the 2016-2017 Work Year.....	45
	September 1, 2017.....	46
	August 31, 2018.....	47
	2. General.....	48
	3. B+30 Column.....	48
APPENDIX B	1. EXTRACURRICULAR COMPENSATION .....	49
	2. LONGEVITY COMPENSATION .....	54
	3. MENTOR TEACHERS .....	54
	4. OVERNIGHT TRIPS - CHAPERONES.....	54
	5. BADGES.....	55
	Stipend Application Process.....	56
	Stipend Position Application.....	57
	EVALUATION/JOB DESCRIPTION-MENTOR .....	58
APPENDIX C	Appendix C intentionally left blank.....	62

APPENDIX D	EDUCATOR EVALUATION.....	63
APPENDIX E	SCHOOL NURSES .....	88
	Nursing Coordinator Job Description.....	91
	School Nurse Job Description.....	93
APPENDIX F	RIF LETTERS .....	95
APPENDIX G	Appendix G intentionally left blank.....	97
APPENDIX H	H-5 - 1997-1998 BELL SCHEDULE.....	98
	5-Day Rotation Schedule.....	99
APPENDIX I	REQUEST FOR PERSONAL LEAVE .....	100
APPENDIX J	DRUG-FREE WORKPLACE POLICY – STANDARDS.....	101

THIS AGREEMENT is made and entered into this first (1<sup>st</sup>) .day of September, 2015 by and between the IPSWICH SCHOOL COMMITTEE (hereinafter referred to as the “Committee”) and the IPSWICH EDUCATORS ASSOCIATION (hereinafter referred to as the “Association”).

## **ARTICLE I      RECOGNITION**

For the purposes of collective bargaining with respect to wages, hours and conditions of employment, the negotiation of collective bargaining agreements, and any other questions arising thereunder, the School Committee of the Town of Ipswich recognizes the Ipswich Educators Association as the exclusive bargaining agent and representative of the professional employees as defined in ARTICLE II, Section 2 of this Agreement.

The Ipswich School Committee and the Ipswich Educators Association recognize the educational objective of providing education of the highest quality consistent with their responsibilities and resources.

## **ARTICLE II      GENERAL**

1. This Agreement is negotiated under Section 6 of Chapter 150E of the General Laws of Massachusetts of the Massachusetts General Court in order (a) to establish salaries and other conditions of employment provided herein, and (b) to encourage effective and harmonious working relationships between the Committee and the Ipswich Teachers Association.

2. A. Subject to and in accordance with the provisions of Chapter 150E, the Committee recognizes the Ipswich Educators Association as the exclusive representative for collective bargaining for all professional employees (herein generally called “teachers”) other than temporary substitutes below the rank of Superintendent. Professional employees are defined as follows:

- Unit A. All regularly employed teachers on the teaching staff, including regular part-time teachers who teach fifty percent (50%) or more of the regular teacher’s work week per week, guidance counselors, department chairpersons and librarians excluding all others. Nurses are also included in accordance with the certification of the Massachusetts Labor Relations Commission dated February 17, 1978.
- B. The Ipswich Educators Association agrees to represent equally all professional staff of Unit A without regard to membership or participation in, or association with, the activities of the Ipswich Educators Association, or any other employee organization.

3. Subject to the provisions of Chapter 150E as the same may be amended, the Committee agrees not to negotiate with any teachers organization other than the Ipswich Educators Association with respect to those professional employees in Unit A referred to in ARTICLE I RECOGNITION under Chapter 150E for the duration of this Agreement. To the

extent consistent with recognition of the Ipswich Educators Association as the exclusive bargaining agent under Chapter 150E with respect to those professional employees in Unit A referred to in ARTICLE I RECOGNITION, the Committee shall be free to communicate with teachers (or their representatives) or any other persons individually or by group in the discharge of its responsibility.

4. Despite reference herein to the Committee or the Ipswich Educators Association as such, each reserves the right to act hereunder by committee, individual members, or designated representative, professional or lay, whether or not a member. Each party will provide to the other, upon request, satisfactory evidence (such as official minutes or certificate of resolutions) or authority so to act.

5. The Committee and the Ipswich Educators Association accept the provisions of this Agreement under governing laws as a binding contract which they will honor, support and seek to fulfill cooperatively and in good faith.

6. The provisions of the Agreement will become binding on Committee policy for the duration of the Agreement or until changed by mutual consent in writing. Any previously adopted policy, rule or regulation of the Committee which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement. Nothing in this Agreement which changes pre-existing Committee policy, rules or regulations shall operate retroactively unless expressly so stated. Working conditions in effect on the effective date of this Agreement which are not covered by this Agreement and not reserved to the School Committee by statute or contract, and which are subject to collective bargaining by Chapter 150E of the General Laws shall remain in effect unless changed by collective bargaining.

7. It is recognized that the Ipswich School District (District) has and will continue to retain, whether exercised or not, its statutory powers, including, but not limited to, the following: To maintain public elementary and secondary schools and other educational activities in the Town of Ipswich; to decide the need for school facilities; to maintain and operate buildings, lands, apparatus and other property used for school purposes; to determine the number, age and qualifications of the pupils to be admitted into each school; to employ, assign and transfer teachers and nurses, suspend or dismiss the teachers and nurses of the schools in the manner provided by statute or bylaw, subject to review under the grievance procedure in the case of alleged exercise of the Committee's rights in violation of this Agreement; to designate the schools which shall be attended by the various children within the Town; to make such provisions as will enable each child of school age residing in the Town to attend school for the period required by law and provide for transportation of children wherever it is reasonable and desirable; to prescribe rules governing the operation of the public schools and to approve plans for school buildings; to prepare and submit budgets to the Town Meeting and expend moneys appropriated by the Town for maintenance of the schools; and to make such transfers of funds within the appropriated budget as are authorized by statute or bylaw. These rights, responsibilities and prerogatives are not subject to arbitration in whole or in part, except as provided by law and as they shall be exercised in a manner inconsistent with or in violation of this Agreement. Action taken by the District with respect to such rights, responsibilities and prerogatives, other than those which are involved in this contract, shall not be subject to the arbitration provisions of this Agreement.

The "Ipswich School District" as used in this Agreement shall be interpreted to mean the Ipswich School Committee and/or the appropriate school administrators, as the case may be, so as to comply with the provisions of the Education Reform Act of 1993, and any subsequent amendments.

#### 8. Committee on Mutual Concerns

The parties of this Agreement hereby express their joint intention, through the terms and conditions of the contract, to continue their harmonious relations, to promote mutual cooperation and understanding, to establish and maintain new and effective lines of communications between the parties, to formulate rules, to define and resolve the proper interest of the teachers in their rights of compensation and the conditions under which they perform their duties, and by giving the teachers a voice in the development and evolution of those conditions, thereby to assist the administration and the Committee in providing the Town of Ipswich with a school system representative of the best ideals and the professional efforts of the teachers, the administration, and the Committee.

In order to achieve these ideal ends, the parties recognize the need for establishing and maintaining a conduit for mutual expression and discussion, short of the formal contract grievance procedure, whereby the parties may hear and attempt jointly to resolve the problems which may arise after the execution of the Agreement and which, if reviewed informally, would better advance the ends toward which this Agreement was mutually designed. Therefore, in recognition of the professional standing of teachers and the fact that teachers' ideas and opinions systematically and periodically collated and expressed are of significant value in improving the quality of education in, as well as the efficient and economical operation of, the Ipswich School System; and in further recognition of the Association's collective knowledge of the ideas and opinions of teachers and their present and continuing concern for the best interest of the school system, the parties to the Agreement hereby establish the Committee on Mutual Concerns (herein called the "Mutual Committee") which shall consist of thirteen (13) members as follows:

1. The President of the Association, or his/her designee.
2. Three (3) Elementary teachers, one (1) Middle School teacher and one (1) High School teacher elected from the full-time teaching staff of the Ipswich School System, such election to be conducted by the Ipswich Educators Association.
3. The Chairperson of the School Committee, or his/her designee.
4. Two members of the School Committee
5. The Superintendent of Schools, or his/her designee.
6. The Principal of the High School, or his/her designee.
7. The Principal of the Middle School, or his/her designee.

8. An elementary School Principal.

The Mutual Committee shall meet once every two (2) months during the school year and at such other times as may be necessary or convenient at a mutually convenient time and place to consult as specifically provided in this Agreement and to discuss such other matters of concern or interest to the Association, the Committee, or school administration. The dates for said meetings shall be determined by the President of the Association and the Superintendent of Schools and the Chairperson of the School Committee, or his/her designee.

The parties further agree that at least one (1) week prior to the date scheduled for the consultation, the Association and the Committee will exchange a written agenda of subjects about which they desire to consult. The consultation, as nearly as possible, will be confined to the subjects on the agenda.

It is further agreed that the provisions of this Article are consultative only and will in no way be construed as broadening the scope or application of this Agreement as a whole; nor will these provisions make any matter a grievance which would not be a grievance in the absence of these provisions, nor make any matter a mandatory subject of bargaining in the absence of the provisions of this Article.

It is further agreed that the provisions of this Article will in no way be construed as permitting the Mutual Committee to deal with grievances filed under ARTICLE III, nor will these provisions be construed as a waiver by the Association of any of its rights under Chapter 766 of the Acts of 1965 of the Commonwealth.

9. Severability

If any provision of this Agreement is held to be unlawful by a court of last resort of competent jurisdiction, then such provision shall thereafter not be deemed valid and subsisting. All other provisions of this Agreement will continue in full force and effect for the duration of this Agreement. The Committee and the Association shall meet promptly for the purpose of negotiating a new provision to replace the provision found to be unlawful.

10. Employees may be required to wear identification badges.

11. Any employee who, at the time of the effective date of this Agreement, is a member in good standing of the Association (Union) and all employees hired on and after the effective date of this Agreement shall, as a condition of employment, remain a member in good standing or pay the applicable Agency Fee for the duration of this Agreement. For employees hired on and after the effective date of this Agreement, the obligation to become a member in good standing or pay the applicable Agency Fee shall not commence until after the employee has completed thirty-one (31) calendar days of employment.

Any employee hired on or after the effective date of this Agreement who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting a public employee organization shall not be required to join or



financially support the Association. Those employees may, in lieu of agency fees, pay sums equal to such agency fees to a non-religious, non-labor charitable fund exempt from taxation under Section 501(c) (3) of the Internal Revenue Code. If the need to designate such charitable funds arises, the parties shall meet to select any such funds.

### **ARTICLE III     GRIEVANCE PROCEDURE**

A. The purpose of the procedure set forth hereinafter is to produce prompt and equitable solutions to those problems which from time to time arise and affect the conditions of employment of the employees covered by this contract. The Committee and the Association desire that such procedure shall always be as informal and confidential as may be appropriate for the grievance involved at the procedural level involved; and nothing in this contract shall prevent any such employee from individually presenting any grievance of the employee. A grievance is defined as a claim concerning the meaning or application of any of the provisions of this Agreement. Grievances shall be presented in the following manner and order and within the time limits set forth hereinafter:

B. If a grievance has not been presented by any employee affected by it within ten (10) school days of its occurrence, or within ten (10) school days of the date on which such employee first learned or should have learned of its occurrence, the grievance shall be deemed to have been waived. The failure to advance a grievance from one level to another shall also be deemed to be a waiver and an abandonment of such grievance.

**Level One:** The aggrieved employee shall discuss the grievance with a member of the Ipswich Educators Association.

**Level Two:** If not disposed of to the employee's satisfaction by such discussion, the grievance shall be presented orally by the employee and a member of the Ipswich Educators Association during non-teaching hours to the appropriate intermediate supervisor of the employee.

**Level Three:** If at the end of the five (5) school days next following such presentation in Level Two, the grievance shall not have been disposed of to the employee's satisfaction, the employee may, within five (5) school days thereafter, file with the President of the Ipswich Educators Association, or his/her designee within the Association, a written statement of the grievance. Within five (5) school days thereafter, such statement shall be reviewed with the employee by the said President, or his/her designee within the Association, and if after such review the employee shall so desire, the grievance shall forthwith be presented in writing by the employee and the said President, or his/her designee within the Association, to the Superintendent, or in his/her absence, his/her designated representative, who shall, within five (5) school days thereafter, meet with the employee and the said President or his/her designee within the Association in an effort to settle the grievance.

**Level Four:** If at the end of five (5) school days next following such presentation to the Superintendent, the grievance shall not have been disposed of to the employee's satisfaction, the

employee may, within five (5) school days thereafter, or within such earlier time as the Superintendent acts, notify the said President, or his/her designee within the Association, in writing of the employee's desire to have the grievance presented to the School Committee; and, within five (5) school days following receipt of any such notice, the President of the Association, or his/her designee within the Association, shall meet with the employee to decide whether or not the Association shall present the grievance to the School Committee.

**Level Five:** (This level will not apply to grievances involving discipline.) If an employee has not obtained satisfaction after exhausting all channels as set forth in the preceding levels, the grievance may forthwith be presented in writing by the Association to the School Committee; and within ten (10) school days thereafter, or at the date of the next succeeding School Committee meeting, (whichever is the later) the School Committee shall meet with the President of the Ipswich Educators Association and/or two other designees of the Ipswich Educators Association, and the employee in an effort to settle the grievance. Whenever a designee of the Ipswich Educators Association from without the Association will be present, the School Committee must be given forty-eight hours advance notice in writing stating who is going to be present and in what capacity.

**Level Six:** (This level does not apply to grievances involving dismissal.) If at the end of twenty-five (25) school days next following presentation of the grievance in writing to the School Committee, or in a disciplinary case within ten (10) school days after the meeting with the Superintendent, 1) the grievance shall not have been disposed of to the satisfaction of the Ipswich Educators Association, and 2) if the grievance shall involve interpretation or application of any provisions of this contract, the Ipswich Educators Association may, by giving written notice to the School Committee within ten (10) school days next following conclusion of such period of twenty-five (25) school days, or ten (10) school days, as the case may be, or at such earlier time as the School Committee or Superintendent, as the case may be, acts present the grievance for arbitration to an arbitrator selected pursuant to the rules of the American Arbitration Association. The arbitrator's authority shall be limited to matters involving the interpretation and application of the specific provisions of this Agreement. The arbitrator may not modify, amend, delete or add to the terms of this Agreement. Within the limits of his/her authority, the decision of the arbitrator to the extent permitted by law shall be final and binding. The expenses of such arbitration shall be shared equally by the School Committee and the Ipswich Educators Association.

The School Committee agrees not to maintain staff personnel records relating to a grievance after a formal grievance has been received and until it is settled, and no record of same shall be forwarded which shall adversely affect an employee's future employment.

Whenever a grievance is presented by any employee, the Association shall be notified by the Superintendent's Office and shall be permitted to be present and to present its view at the appropriate step of the grievance procedure.

**ARTICLE IV                      WORKDAY, WORK YEAR, WORKLOAD**

**A.        WORKDAY**

1.        The following regular school hours for pupils are established:

Elementary:	8:40 A.M. - 3:05 P.M. (except as hereinafter provided)
Middle School:	7:45 A.M. – 2:21 P.M. (except as hereinafter provided)
High School:	7:45 A.M. – 2:21 P.M. (except as hereinafter provided)

The High School hours are predicated on the Elementary School hours. In the event the Elementary School hours were to change, the High School hours may be changed by the Administration.

The school hours for pupils shall not be changed without notice or discussion with the Ipswich Educators Association. It is understood that special programs may be scheduled at different hours than those set forth above.

2.        In the event a teacher requests early dismissal for personal reasons, the principal may grant such request at his/her discretion.

3.        Classroom teachers and other teachers on the classroom teacher salary schedule shall not be required to report earlier than fifteen minutes before the regular school hours established for pupils.

It is recognized that the proper performance of the teachers' professional duties and responsibilities will require the teachers' presence, at school, beyond the regular school hours for pupils. Therefore, teachers are required to be so present in order to fulfill such responsibilities as (not exhaustive) extra help for students, conferences with parents, meetings, etc.

At the High School, up to three teachers may be required to report 25 minutes before the regular school hours for pupils. Teachers who are so required will be allowed, except on meeting days, to leave 10 minutes earlier than they ordinarily would have been allowed to leave.

Nothing contained herein shall limit the teachers' obligations under Section B 5, After School Meetings.

4.        Specialists (physical education, art, music, guidance counselors, specific learning disabilities, technology education, and remedial teachers) shall not be required to remain more than one hour after the normal school day.

5.        The Administration may implement at the High School the schedule attached hereto as Appendix H-5 or any of the schedules attached to the 1995-1997 collective bargaining agreement as Appendix H-1, H-2, H-3, and H-4. Appendix H attached to said agreement as well as schedules H-1-H-4 are incorporated herein by reference.

The Parties agree that they have satisfied their bargaining obligations with respect to the High School Schedule appended to this MOA as Exhibit 3, and referred to as the “5-Day Rotation Schedule”. It is the School Committee’s goal to implement a new high school schedule for the start of the 2016-2017 school year. Notwithstanding any provision in the parties’ collective bargaining agreement including Article IV.A.5, Article IV.C.9, and Appendix H, the School Committee and administration may implement the new high school schedule referred to as the “5-Day Rotation Schedule” commencing no earlier than the 2016-17 school year. The Parties recognize that if there is a material change to the “5-Day Rotation Schedule” that impacts working conditions, the Parties will satisfy their bargaining obligations regarding the impacts of such material change(s).

6. Flexible Schedule. The Administration/Committee reserves the right to change the teacher’s regularly scheduled workday, subject to the following terms and conditions:

- (a) Subject to educational considerations, as determined by the Superintendent and/or Principal, the Administration shall first seek qualified volunteers. In the event that there are not a sufficient number of qualified volunteers, the Administration may then require teachers to change their hours provided that not more than ten teachers, system wide, may be so required. Any teacher so required shall have the right, in the event of extenuating circumstances, to discuss the change with the Superintendent, prior to its implementation.
- (b) The teacher’s hours will not be changed more than one hour earlier or more than two hours later, provided, however, that no such change shall increase the total number of hours in the teacher’s workday beyond that required in this Agreement.
- (c) This Section 6 shall expire and be of no force and effect at the end of the school year in which such flex time scheduling is first implemented, subject to the right of the School Committee to then reopen this agreement on such issue.

7. Teachers may be required by their respective principals to remain after school until 5:00 PM on the last day of school so as to complete all their pertinent records.

## B. WORK YEAR

1. 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.

2. The work year for teachers in Unit A (other than new personnel who may be required to attend additional orientation sessions and guidance counselors whose work extends beyond the last work day in June and department chairperson) shall be 184 days, consisting of the following:

- (a) 181 days of instruction.
- (b) 3 orientation/workshop days:
  - (1) One day for teachers to meet jointly to fulfill curriculum and instruction preparation responsibilities for the ensuing year. Some of these activities may include team curriculum preparation, meetings and scheduling discussions with specialists, guidance, resource room and other personnel.
  - (2) The Administration may schedule the other two orientation (workshop) days prior to the opening of school or at some other time.
- (c) 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.
- (d) The instructional days shall start no earlier than September 1.

3. Increase in the Work Year

- (a) The Committee has the right to increase the work year by one (1) additional student instructional day (184 to 185 days). In the event the Committee so increases the work year, this additional student instructional day shall be scheduled before the first MCAS exam. The salary scheduled (Appendix A) would be increased by one-half percent (1/2%) to reflect the extra day. The consultation provisions in Article IV, Section B.1 shall be applicable.

- (b) Inclement Weather

The school calendar determined by the School Committee shall contain one hundred eighty six (186) or one hundred eight seven (187) days as stated in Section B.3) days to provide for emergency situations such as inclement weather and if not used, shall be deducted and not considered as instructional days or workshop days.

4. First Day of School

- a. Administration meetings at all schools will end on this day by 12:00 noon.
- b. The parties may, upon mutual agreement, reverse the order of the “first day of school” and “the joint curriculum and instruction preparation day”.

5. After School Meetings

- A. Teachers may be required normally to remain after school for no longer than one hour to one and one-half hours, except as hereinafter provided, to

attend the following:

- (1) Regular staff meetings and/or curriculum meetings. Time to be determined by Principal; meetings to be held at his/her discretion, but not to exceed four (4) per month, except as hereinafter provided.
- (2) Extra help and make-up sessions for pupils - one day for an hour after the close of school by schedule. Regular part-time teachers are required to provide time for such sessions on a pro-rata basis. The time for such sessions shall be mutually agreed upon by the building administrator and the teacher.
- (3) Teachers shall be available to perform functions such as bus duty and other school approved functions requested by Principal after school - assignments to be equally distributed among the qualified members of the staff so as not to conflict with the above schedule. Nurses may be required to perform functions such as bus duty and other school approved functions requested by the Principal after school in extraordinary or emergency situations.
- (4) Additional staff and curriculum meetings may be called by the Principals and/or Superintendent of Schools, as the case may be, in extraordinary or emergency situations.

#### B. Parent Teacher Conferences

Attendance at Parent-Teacher Conferences is required. Active participation in such meetings is consistent with a teacher's professional responsibility.

(1) In the event that a teacher is required to attend a third evening meeting with parents, he/she will not be required to attend one of the staff/curriculum meetings specified in 5. A. (1) above for that month.

#### C. Workload

C.1. Lunch Period: All teachers shall have a duty-free lunch period equivalent in length to the students' lunch period.

C.2. High School: High School teachers shall in addition to their lunch period have one planning period each day during which they will not be assigned to any other duties.

C.3. Middle School: Middle School teachers shall, in addition to their lunch period, have one planning period (common or individual) each day during which they will not be assigned to any other duties, except as hereinafter provided. It is recognized that lunch duty may be scheduled by the Administration during part of a teacher's planning period. If so scheduled, to the extent feasible and practical, it shall be assigned on a rotating basis. The previous two

sentences of this paragraph beginning with the words “It is recognized” and ending with the words “rotating basis.” shall not be applicable during the school years 2007 – 2008, 2008 – 2009, and 2009 – 2010, so long as the middle school schedule currently planned to be implemented by the Administration commencing the 2007 – 2008 school year is so implemented and remains in effect during said years. In the event such schedule is not so implemented and/or does not remain in effect, the Administration, prior to implementing a different schedule, shall meet with the Association to discuss the different schedule. The Middle School Building Administrators will seek input from faculty at the Middle School in the form of a subcommittee when a comprehensive schedule change at the Middle School is being contemplated.

Middle School staff may be assigned one supervisory duty period per semester, except as hereinafter provided. Middle School staff not assigned a homeroom may be assigned an additional lunch duty all year.

Middle School Instructional Team Leaders shall not be required to participate in “Project Assistance” and shall not be assigned homeroom.

C.4. Elementary Schools: Elementary teachers shall, in addition to their lunch period, have a planning period during Art, Music, and Physical Educational classes during which time they will not be assigned other duties.

The school department recognizes the importance of planning time in the elementary schools, grades K-5. Accordingly, the school department agrees to guarantee elementary teachers a minimum of 150 minutes per week of planning time.

#### C.5. Early Release Day Schedule

For the 2011-2012 school year, the school department will utilize 2 administrative planned workshop days for afternoon conferences, 1 hour, 40 minutes in the fall and 1 hour, 40 minutes in the spring. In addition to above, teachers will hold parent conferences for 2 hours in the evening in the fall and 2 hours in the evening in the spring. Teachers will be paid a stipend of \$200 for the year for these evening conferences. The parties will meet after the spring conferences are completed to consider whether to continue the program for the 2012-2013 school year or develop an alternative method for parent/teacher conferences

A committee shall be established consisting of the superintendent, the two elementary building principals, and two teachers from each elementary school to plan, facilitate and make recommendations for the 2011-2012 parent teacher conference pilot. The same committee will review and assess the 2011-2012 parent teacher conference pilot and make recommendations for the 2012-2013 school year.

(A) Elementary Early Release: During the school year 2015-2016, 2016-2017, and 2017-2018, early release day sessions shall take place according to the following plan:

<u>Grade</u>	<u>Number</u>	<u>Purpose of Session</u>	<u>Planned By</u>
1-5	11	Parent conference	Teachers/Administration
1-5	20	Professional activities	Teachers
1-5	3	Professional activities	Administration
1-5	2	Placement	Administration/Teachers

The following shall be applicable for the 2015-2016, 2016-2017, and 2017-2018 school years:

(1) Grades 1-5 teachers may, if they so desire, on some or all of the aforementioned 11 parent conference early release days, leave school one hour early and return to school, at a later time, for the purpose of conducting such parent conferences.

(2) A record shall be kept by the teacher of such leaving early and later scheduled conferences.

(B) Early Release for Middle School and High School

Students shall be released at 1:17 p.m. on early release days at the Middle and High Schools.

(C) Early Release for Kindergarten

Parent conferences for full-day kindergarten shall take place on two (2) complete school days.

(D) Consultation

The Committee, upon request made by the Association, shall meet to discuss any plans to alter the early release schedule and utilization

(E) Legal Requirements

All early-release days must meet the legal requirements of the State Board of Education. Early release day sessions shall be held on school premises. During the week a planning session is held, the one and one-half hour curriculum meeting will not be held.

C.6. High School Teaching Load

(A) In addition to homeroom duty, academic subject area High School teachers shall not be assigned more than five (5) teaching periods per day. Special teachers in the elementary and secondary (physical education, art, music, guidance counselors, home economics, special learning disabilities, industrial arts and remedial teachers) may be assigned more than five (5) teaching periods per day, but not more than five and one-half (5 1/2) work hours. A Science Department Lab will count as a teaching period.

“Special Teachers” who are assigned academic subject area teaching periods in addition to their teaching periods in the listed specialties shall be paid for the time assigned in excess of a 100% teaching load, as hereinafter provided.



1. Multiply each academic subject area teaching period assigned (outside of the listed specialties) by 20%
2. Multiply each specialty period assigned by .1666%

The total amount assigned in excess of 100% (determined on a yearly basis) shall be the salary differential paid.

Examples: (A) Teacher is assigned for the year 5 special teaching periods plus one academic subject area teaching period.

$$\begin{array}{rcl}
 5 \times .1666\% & = & .833\% \\
 1 \times .20\% & = & \underline{.200\%} \\
 & & 1.033\%
 \end{array}$$

(B) Teacher is assigned for the year 4 special teaching periods plus one academic subject area teaching period.

$$\begin{array}{rcl}
 4.5 \times .1666\% & = & .75\% \\
 1 \times .20\% & = & \underline{.20\%} \\
 & & .95\% \text{ No salary differential paid}
 \end{array}$$

(C) Teacher is assigned (1st semester) 3 special teaching periods and 3 academic teaching periods and is assigned (2nd semester) 5 special teaching periods. No differential is paid since on a yearly basis the teaching load was not in excess of 100%.

(B) High School teachers shall not be required to teach in more than three (3) curriculum areas, provided that such teachers are licensed, pursuant to M.G.L. c. 71, s. 38G, by the Massachusetts Department of Education to teach in such curriculum areas. The Committee will strive to restrict teaching preparations. Such teachers, in addition, may be required to teach one limited enrollment course provided that they are relieved of homeroom obligations and extra duties such as directed study.

#### C.7. Extracurricular

While the School Committee and the Ipswich Educators Association recognize the value of such activities to the teacher as well as the student, teacher participation in all extracurricular activities for which additional compensation (as set forth in Appendices to this Agreement entitled High School Boys, etc.) is paid, shall be voluntary, except where such extracurricular activities are an official part of a legal and binding contract.

C.8. When there are exceptional demands upon a particular individual, including regular part-time teachers, for the time over and beyond the regular workday as hereinbefore set forth, the Superintendent or his/her designee may work out with the individual concerned an arrangement for compensatory time off, or additional proportional pay compensation. No

teacher shall be required to accept such exceptional demands for time beyond the regular work day.

C.9. High School Block Schedule

The following is contemplated in conjunction with longer block scheduling:

1. The Administration has the right to schedule teachers to directed study as a supervisory period. It is contemplated that specialists and guidance counselors will not be assigned directed study.
2. Teachers may be assigned detention and bus duty as supervisory.
3. Under normal circumstances, teachers will not be assigned homeroom duty.
4. Under normal circumstances, teachers, except guidance counselors, will not be assigned lunchroom duties.
5. Guidance counselors may be assigned administrative responsibilities in connection with the Community Service Program.
6. Teachers may be assigned other supervisory responsibilities consistent with past practice, subject to the above.

**ARTICLE V      TEACHING ASSIGNMENTS AND TRANSFERS**

A. Teachers shall be notified in writing of any change in their programs and schedules for the ensuing school year, including the schools in which they will be assigned, the grades and/or subject that they will teach, and any special or unusual classes or assignments that they will have, not later than August 1, subject, however, to change required by reason of resignation, illness, or unexpected enrollment. In the event of emergencies, such assignments may be changed as required to meet the situation. The Superintendent will endeavor wherever possible to notify teachers concerning the matters set forth in this paragraph by the end of the current school year.

When the Guidance Counselor receives an education plan for a student, the teacher or teachers of that student may request a copy of the goals and objectives to be implemented in the classroom. Such copies upon request, shall be made available for the teacher's use.

B. In order to assure that the pupils are taught by teachers working within their areas of competence, teachers shall not be assigned except in accordance with the certification regulations of the State Board of Education to subjects and/or grades or other classes outside the scope of their teaching certificates and/or their major or minor fields of study.

C. In the determination of assignments and transfers, the convenience and wishes of the individual teacher will be honored to the extent that these considerations do not conflict with

the instructional requirements and the best interests of the school system and the pupils. An involuntary assignment or transfer shall be made only after a meeting between the teacher involved and the Superintendent, or his/her designee, at which time the teacher shall be notified of the reasons for the assignment or transfer. In the event that a teacher objects to the assignment or transfer at this meeting, the Ipswich Teachers Association will, upon request of such teacher, send a representative to meet with the Superintendent, or his/her designee, to discuss the assignment or transfer.

D. Teachers shall not be required to keep registers.

E. Teachers who wish to be considered for a voluntary transfer shall advise the Superintendent as to their desires by April 15 of the school year preceding the school year in which they wish to be transferred.

F. Teachers may apply to job share, subject to the following terms and conditions:

1. The teacher involved must be certified in the shared job.
2. The job sharing request may not exceed one (1) school year. (Teachers may reapply the following year, however.)
3. The job sharing application by the teachers involved is subject to the following procedure:
  - (a) Principal: Interview, explanation, decision
  - (b) Superintendent: Interview, explanation, approval
4. The application to job share must be submitted to the Principal by March 11 of the preceding school year.
5. Teachers who job share shall be entitled, subject to the terms and conditions of the collective bargaining agreement, to pro rata contractual benefits, based upon the proportionate time worked. Health insurance shall be at the full amount, provided the teachers work at least 20 hours per week. In the event the teacher does not work at least such amount, no insurance shall be provided.
6. Teachers who job share shall be entitled to seniority credit during the job share year based upon the proportionate time worked (50% Teacher = 50%; 40% Teacher = 40%).
7. Both job share teachers may be required by the Administration to attend meetings.
8. Job sharing teachers may be required to team teach up to the first eight (8) teaching days of the school year. The job sharing teachers and their Administrator shall meet to discuss this issue in the attempt to arrive at a mutual agreement as to the amount of days. In the event they cannot so

mutually agree, the final decision shall be up to the Administrator and shall not be subject to challenge. These days shall be included within the compensation received for the proportionate time worked i.e. if a 60% teacher they are included within the 60% compensation.

9. The decision of the Superintendent (whether to approve job sharing) is not subject to challenge.

**ARTICLE VI            CLASS SIZE**

It is the policy of the School Committee whenever possible and practical to limit class sizes and teaching load to the following:

Kindergarten	20 or fewer pupils
Grade One	25 or fewer pupils
Elementary	30 or fewer pupils
Middle School	30 or fewer pupils per equivalent team teacher
High School	30 or fewer pupils
High School English	A goal of 100 pupils per day
Practical Arts	A goal of 15 pupils per class

This Article is not meant to prevent or preclude the introduction of techniques which might call for increased class sizes. Any instance of overpopulated class size shall be reported monthly by the Superintendent and/or the Association to the School Committee and proposals made to solve the problem, in keeping with the goals heretofore set forth.

In keeping with the foregoing, efforts will be made to equitably distribute and assign students taking into account those with special needs and programs.

**ARTICLE VII            REDUCTION IN FORCE**

I. It is the hope of the School Committee that when a reduction in force in teaching personnel is to occur, it shall occur by attrition such as retirement, voluntary termination or death. Also, whenever possible, transfer to a vacant position shall be made to avoid the termination of a teacher due to a reduction in force provided, however, the teacher to be transferred is qualified to perform the duties of the vacant position. Teaching personnel refers to personnel occupying positions in the bargaining unit set forth in this Agreement.

In the event of a reduction in force of teaching personnel, the following procedure shall apply:

A. No teacher with professional teacher status will be dismissed due to a reduction in force if there is a teacher without professional teacher status holding a position which the teacher with professional teacher status is qualified to fill. Where there is more than one such teacher

without professional teacher status, the Superintendent shall determine which teacher is not to be reappointed and/or dismissed and his or her position assigned to the teacher with professional teacher status.

The Following Section B is effective through August 31, 2016:

B. In the event a teacher with professional teacher status or a school nurse is to be dismissed due to a reduction in force, the following factors shall be considered by the Superintendent in determining who among teachers with professional teacher status and/or school nurses is to be dismissed: Qualifications, history of performance, the needs of the school system and length of service in the system. Where among teachers with professional teacher status and/or school nurses the foregoing factors are approximately equal, length of service shall be the determining factor.

Effective September 1, 2016, the above Section B is deleted and replaced with the following:

B. In the event a teacher with professional teacher status or a school nurse is to be dismissed due to a reduction in force, the following factors shall be considered by the Superintendent in determining who among teachers with professional teacher status and/or school nurses is to be dismissed: (i) qualifications and history of performance, including factors of job performance in the teacher's overall evaluation ratings; however, no distinction shall be made between proficient and exemplary ratings and seniority shall only be used as a tie-breaker in personnel actions between or among teachers whose qualifications are approximately equal; (ii) the needs of the school system; and (iii) the best interests of students in the school or district.

C. Partial RIF's (Basic Concepts)

ADD APPROPRIATE LANGUAGE MAKING IT CLEAR THAT PARTIAL RIF'S ARE VALID (COCO VS SCHOOL COMMITTEE OF BOYLSTON (1984) NOT APPLICABLE.)

## II. Recall/Waiver Provisions

A. The Superintendent, in the event of a contemplated reduction in force, will meet with the Association to discuss which teachers with professional teacher status he/she contemplates will be dismissed, hereinafter sometimes called "affected teacher(s)".

B. The Association, within five (5) school days of the meeting with the Superintendent, shall advise the Superintendent, in writing, as to whether they agree or disagree with the Superintendent's contemplated "affected teachers". In the event of disagreement, the specific reasons shall be set forth.

C. The affected teacher(s) will be granted the following options:

- (1) To elect an unpaid leave of absence status, in lieu of dismissal, without challenge of the Superintendent's proposed action and implementation

thereof. The leave of absence shall be for the length of the teacher's recall rights, *infra*. Upon expiration of the teacher's recall rights, the teacher shall be considered to have resigned. A resignation, subject to the conditions outlined herein, and in the form attached hereto as Appendix F, shall be filed with the notice of this election.

- (2) To elect an unpaid leave of absence status, in lieu of dismissal, subject to challenge of the Superintendent's proposed action, and implementation thereof under the provisions of this Article. The specific reasons for challenge must be filed with the notice of election. The leave of absence provided hereunder shall be subject to the same terms and conditions set forth in II C (1) above, except that this leave will be granted, subject to challenge as above outlined.
- (3) The exercise of either option II C (1) or II C (2) shall be subject to the affected teacher waiving his or her M.G.L. Chapter 32 and M.G.L. Chapter 71 rights. The option must be exercised within ten (10) days following the aforesaid meeting with the Superintendent and must be on the form attached to this Agreement as Appendix F1 or F2.

D. In the event the affected teacher elects option II C (2) the following rules shall be applicable:

- (1) The parties shall attempt to agree upon the selection of an arbitrator. Such arbitrator must be able to hold a hearing within thirty (30) days of his/her selection and render a decision within thirty (30) days of the hearing. If the parties cannot agree upon an arbitrator, the arbitrator shall be selected under the Voluntary Labor Arbitration Rules of the American Arbitration Association. Such arbitrator must also be able to hold hearing and render a decision within the time constraints set forth immediately above.
- (2) In the event the Association joins the affected teacher's election to proceed under this Article, then the costs of the arbitration proceeding shall be shared equally between the District and the Association with each party bearing the expenses of preparing and presenting its own case. But if the Association does not join in the affected teacher's election to proceed under this Article, then the costs of the arbitration proceeding shall be shared equally between the District and the affected teacher with such parties bearing the expense of preparing and presenting its own case. The fact that the Association does not join in the affected teacher's election to proceed under the Article shall not bar the affected teacher from proceeding to arbitration, anything contained in this agreement to the contrary notwithstanding. The Association shall not have the right to proceed to arbitration alone.
- (3) The standard of review of the Superintendent's determination under Section I shall be whether the Superintendent was arbitrary or capricious in making

his/her determinations. The arbitrator shall not substitute his/her judgment for that of the Superintendent. Any dismissal or leave of absence taken under this Article in accordance with seniority shall not be arbitrable.

- E. (1) A teacher with professional teacher status who elects one of the options under Section II C of this Article or who does not contest his/her dismissal under M.G.L. Chapter 32 and/or Chapter 71, shall have recall rights, as hereinafter provided, for two years from the teacher's last day of teaching. Vacancies to which appointments are made within the two year period but which teaching actually commences after the two year period shall not be considered within the teacher's two year recall period.
- (2) In filling positions which become vacant on other than a temporary basis whenever teachers with professional teacher status have recall rights under this Article, such vacancies shall be filled in the following manner:
- a. No new teacher shall not be hired for a position when there is a teacher with professional teacher status with recall rights who, in the judgment of the Superintendent, is qualified to fill such position.
  - b. As among teachers with professional teacher status with recall rights, the Superintendent shall recall in accordance with the rules set forth in Section 1 B, supra.
- (3) Recall notices shall be sent by email to the dismissed teacher's, or leave of absence teacher's, as the case may be, last known email address, with an email copy of such notice being sent to the Association. The recalled teacher shall have two weeks after the date of the email to accept the recall. In the event the recalled teacher does not accept the recall, all recall rights shall terminate.
- (4) In the event the Association feels that Section II E 2 of this article has been violated, it must so notify the Superintendent in writing within five (5) days of the date it receives a copy of the notice to the person recalled. If the dispute is not resolved within five (5) days thereafter, the Association may seek arbitration pursuant to the procedure set forth in Section II D of this Article. The standards of review in arbitration shall be as set forth in Section II D 3 of this Article.
- (5) A teacher with professional teacher status who elects one of the options under Section II C of this Article or who does not contest his/her dismissal under M.G.L. Chapter 32 and/or Chapter 71 shall be entitled to retain his/her group membership in the Town of Ipswich group insurance plans, subject to the terms and conditions thereof, provided (a) they pay 100% of the premium cost, and (b) the applicable carrier(s) does (do) not prohibit such inclusion, and (c) this inclusion is allowed by law. The right of continued participation as provided in this paragraph shall continue for the duration of their recall

rights.

- (6) A teacher with professional teacher status recalled under this Article shall have all of the benefits to which he/she was entitled prior to his/her leave of absence or dismissal, as the case may be, including accumulated sick leave and shall be placed one step higher on the salary scheduled (unless previously on maximum) than he/she occupied upon receipt of notice of termination or exercise of option, as the case may be, provided he/she would have advanced to such step had he/she not been terminated or gone on a leave of absence, as the case may be. Seniority shall not accumulate during the period of time a teacher is entitled to recall rights.

## **ARTICLE VIII      LEAVES**

### **A.      Military Leave**

Pursuant to 38 U.S.C. Section 204 (d), a leave of absence shall be granted to any teacher who is inducted into any branch of the armed forces of the United States or whose reserve unit is called to active duty. Upon return from such leave, a teacher shall be placed on the salary schedule at the level the teacher would have achieved if the teacher remained actively employed in the system during the period of his/her leave of absence.

A teacher on the schedule who enters military service from the Ipswich Public School System will be allowed one increment for each twelve (12) months of service, or each major portion thereof upon return to the system.

### **B.      Sick Leave**

#### **a.      Purpose**

The purpose of sick leave is to promote the health and welfare of teachers and students.

#### **b.      Details**

Teachers employed on a ten or twelve month basis shall be entitled to 15 sick leave days each school year, as of the first official day of said school year.

The maximum accumulation of unused sick leave days shall be 205 days.

#### **c.      Family Illness - Use of Sick Leave - Basic Concepts**

1. Teachers may use their sick leave to take care of an ill or injured member of the teacher's immediate family, subject to the following terms and conditions.



- A. No more than five (5) days per contract year may be so used.
- B. The illness or injury must be major.
- C. The request to utilize sick leave days in such manner must be made in writing to the Superintendent and is subject to his/her approval. In the event the Superintendent denies any such request, his/her denial is not challengeable.
- D. Immediate family as used herein shall mean:

Parents, spouse, mother-in-law, father-in-law, children, persons residing in household.

C. Bereavement Leave

- 1. Up to five (5) school days within the seven (7) calendar days commencing the day of death will be granted in case of death in immediate family. Immediate family, as used herein, means parent, brother, sister, spouse, child, mother-in-law, or father-in-law, of any employee.
- 2. Up to three (3) school days within the five (5) calendar days commencing the date of death will be granted in case of death of the following: Employee's grandparents.
- 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.
- 4. Subject to the approval of the Superintendent, additional days may be granted.
- 5. School Principals may authorize teachers to leave school for less than half a day to attend funerals.

Comment: "Significant other" will be handled by Superintendent under Clause F of this article (case by case basis).

D. Personal Leave

1. Purpose

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 teacher's presence.

Personal leave may not be utilized for such matters as (not exhaustive list) recreational

activities, travel facilitation, other job demands.

- a. Two (2) days per year may be granted for leaves for personal reasons and shall not be subtracted from sick leave, and shall not be accumulated. Requests for personal leave must be presented in writing to the Superintendent, or his/her designee, and are subject to his/her approval.
- b. Teachers requesting personal leave shall submit their request in writing on the form attached hereto as Appendix I. The Superintendent, or designee of the Superintendent, in making his/her determination as to whether or not to approve said request, shall not require the teacher to state any additional reasons.

## 2. Process

### a. Employee Request

Any request shall be presented to the Principal, in writing, 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 Principal, or Superintendent in the circumstances hereinafter provided.

### b. Principal Response

1. Seven (7) or more days notice by employee.

The Principal will make a good faith effort to respond within 48 hours of receipt of the written request.

- a. If the teacher's request is approved by the Principal.

If the teacher's request is approved by the Principal, no further Administrative approval is required.

- b. If the teacher's request is forwarded by the Principal to the Superintendent for review and decision.

The Superintendent will make a good faith effort to respond within 48 hours of the Principal's referral.

2. Less than Seven (7) Days Notice by Employee.

The Principal and Superintendent (if referred for review and decision by the Principal) shall make a good faith effort to respond as soon as possible in the circumstances.

E. Professional Leave

Purpose

To attend to various professional meetings or days of visitation at the discretion of the Superintendent and a written report or oral report at teacher meetings may be required by the Superintendent following attendance by a teacher at such meetings or visitations.

F. Other leaves may be granted but all such leaves shall be subject to the approval of the Superintendent.

G. Rules for Administering Leaves

1. Any request for leave shall be presented to the Superintendent in writing as soon as possible and is subject to approval by the Superintendent.
2. Deductions from pay shall be made as follows:
  - (a) 1/184 of contract salary per day of absence.

H. Religious Leave

Five days per school year (unit wide) shall be set aside as personal days for religious purposes and shall be subject to the following terms and conditions:

- (1) A teacher may not utilize more than one (1) of such days per school year.
- (2) A teacher who wishes to utilize one (1) of these days must advise the Superintendent, or his/her designee, in writing, on or before the first day of school of the school year involved that he/she wishes to utilize one (1) of the days and the day requested. If more than five teachers request such days, the names of the teachers so requesting will be placed in a hat and then chosen randomly.

I. Sabbatical Leave

Leave of Absence for Professional Study

The School Committee, upon recommendation of the Superintendent, may grant a leave of absence for study or research to any teacher covered by this Agreement with professional teaching status and who has completed seven (7) years continuous service in the Ipswich School System, except that in unusual circumstances the seven-year requirement may be waived by the School Committee but, in no case, shall a waiver be granted where the teacher has completed less than three (3) continuous years of service in the Ipswich School System, and such leave would increase his/her professional ability. The said leave shall be for a period not to exceed one (1) year provided that prior to the granting of such leave the teacher shall enter into a written

agreement with the School Committee that upon a termination of such leave he/she will return to service in the public schools of the Town of Ipswich for a period equal to twice the length of such leave and in default of completing such service, he/she will refund to the Town an amount equal to such proportion of salary received by him/her while on leave as the amount of service not actually rendered as agreed bears to the whole amount of service agreed to be rendered. Such leave shall be for full-time study for credit towards a recognized degree beyond the Bachelor's degree in an institution of higher learning accredited by a state and professional accrediting agency. No more than two (2) members of the teaching staff may be absent at the same time on leave of absence for professional study. Request for such leave must be submitted to the Superintendent and the School Committee in a form required for this purpose by December 31, prior to the academic year in which the leave is to take effect. Exceptions to the filing by December 31 may be allowed for good cause by the Superintendent and School Committee. Action by the School Committee on such request shall be taken by the February 1st preceding the date of commencing the leave. Exceptions to the February 1st date may be allowed for good cause by the School Committee. The salary of a teacher on such professional leave shall be at the following rates:

- a. Fifty percent (50%) of the salary a teacher would have received for the year on leave if the teacher remained teaching in the Ipswich Schools for a full academic year of professional leave.
- b. Up to one hundred percent (100%) of the salary the teacher would have received for the year on leave, pro-rated for one-half (1/2) year, if the teacher remained teaching in the Ipswich Schools for a leave of one-half (1/2) academic year of professional leave.
- c. Such salary, when added to other compensation derived from the program of study or research on leave, grant, or other form of pecuniary emolument in connection therewith shall not exceed the teacher's regular salary which he/she would have received for the year or one-half (1/2) year on leave if the teacher remained in the Ipswich Schools.

Upon return from such professional leave, the teacher's salary shall be the same as if he/she had spent the time on leave in the Ipswich School System.

**ARTICLE IX            STATUTORY MATERNITY AND FAMILY/MEDICAL LEAVE - EXTENDED CHILD REARING LEAVE**

1.     Maternity Leave (Statutory)

A.     M.G.L. Chapter 149, Section 105D (Up to eight weeks)

A female teacher shall be entitled to up to eight (8) weeks of unpaid leave in accordance with, and subject to, the terms and conditions of M.G.L. Chapter 149, Section 105D.

B. Adoption Leave (Statutory)

A teacher shall be entitled to up to eight (8) weeks of unpaid adoption leave in accordance with, and subject to, the terms and conditions of M.G.L. Chapter 149, Section 105D, except that the age requirement shall not be applicable.

C. Family/Medical Leave Due to the Birth of a Child (Up to twelve weeks)

A teacher shall be entitled to up to twelve (12) weeks leave due to the birth of a child in accordance with, and subject to, the terms and conditions of the Family Medical Leave Act of 1993 (FMLA) and the FMLA policy of the School Committee.

D. Concurrent Running of leaves

To the extent an employee is eligible for leave under M.G.L. Chapter 149, Section 105 D and the FMLA, where legally permissible, the leaves shall run concurrently.

E. Sick Leave Utilization During Leave Taken Under Section 1A, B or C

A female teacher may utilize accrued sick leave for certified disability resulting from childbirth and recovery therefrom during any leave taken under Section 1 A, B, or C of this Article.

F. Health Insurance Contributions During FMLA Leave

While a teacher is on FMLA leave, the Committee shall continue to make its contribution toward the employee's health insurance premium provided the employee makes timely payment of his/her contribution toward the health insurance premium.

2. Leave in Excess of Twelve Weeks (hereinafter sometimes called "extended child rearing leave")

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

A. The teacher must be a PTS teacher.

B. The extended child rearing leave shall be for the purpose of giving birth (female) and/or caring for the child (female/male). The leave must commence with the birth of the child.

C. Request for such leave shall be submitted to the Superintendent, or his/her designee, in writing, and shall state the purpose of the leave, the date of its commencement, and the anticipated date of the teacher'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.

D. The extended child rearing leave shall be without pay, except as hereinafter provided in Section K of this Article.

E. The leave may not exceed in length, in any event, the following:

The balance of the school year in which the leave commences, plus one semester, but in no event more than one year:

Examples:

(a) If leave commences October 1:

Maximum amount: The balance of the school year. The teacher is not eligible for an additional semester since the leave would then exceed one (1) year (see F).

(b) If leave commences April 1:

Maximum amount: The balance of the school year plus first semester of the following year. The teacher is not eligible for the second semester since the leave would then exceed one (1) year (see F).

F. The teacher 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 his/her designee.

G. All benefits to which the teacher was entitled at the time the extended child rearing leave of absence commenced, including unused accumulated sick leave, shall be restored to the teacher upon his/her return from said leave. Seniority shall not accrue during such leave.

H. A teacher, upon return from her 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.

I. A teacher on extended child rearing leave shall be eligible to continue to participate in the Town's group health insurance plan provided the teacher pays 100% of the monthly premium by the applicable date each month as required by the District. This provision shall not apply to that portion of extended child rearing leave which is FMLA leave. Rather, the provisions of Section 1 B, supra, shall apply during such period.

J. If and to the extent the teacher 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.

K. A female teacher may utilize accrued sick leave while on extended child rearing leave subject to the following terms and conditions:

- (a) The teacher continues to work until such time as she is disabled. The District may require the teacher to provide medical certification of disability.
- (b) The accrued sick leave may only be used during the period of disability resulting from childbirth and recovery therefrom.

L. An extended child rearing leave of absence is subject to the recommendation of the Principal and the approval of the Superintendent.

M. Teachers on extended child rearing leave shall notify the Superintendent by April 1 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.

## **ARTICLE X TEACHER EMPLOYMENT AND SALARY ADMINISTRATION**

### **I. GENERAL PRINCIPLES**

A. The salary schedules attached hereto as Appendix "A" and incorporated herein by reference set forth salaries in effect during the period September 1, 2010 to September 1, 2013. The schedule recognizes the professional status of teachers.

B. The schedule reflects an expectation of high professional standards. The degrees referred to in the salary schedule refer to those degrees awarded by schools approved by recognized accrediting agencies of colleges and universities.

### **II. ADMINISTRATIVE DETAILS OF THE SALARY SCHEDULE**

#### **A. INCREMENTS**

1. Increments are voted each year according to the salary schedule.
2. Increments are permissive, pursuant to the provisions of this Agreement.
3. Should an increment be withheld, the teacher will be notified by March 1st.

#### **B. METHOD OF PAYMENT**

Teaching personnel are paid their salary during each year of the contract term, based on the payout schedule for the year. Their salary shall be divided into twenty-six (26) or twenty-two (22) equal pays, exclusive of applicable deductions, and according to each teacher's choice of payment schedule. Each teacher shall notify the payroll office, in writing, by June 1 of the preceding school year as to which payroll schedule he/she desires. Commencing with the first Thursday in the teacher work year, salary is payable every other Thursday. On the last

Thursday payday in June, which is the 22<sup>nd</sup> payday in the school year, the full amount of the remaining salary shall be paid in a lump sum for those teachers selecting the 26 pay option.

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 have not been receiving his/her 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.

C. GENERAL

1. Teachers may move from one preparation category to another on the salary schedule semi-annually at the beginning of the school year and at the mid-point of the school year.
2. When employees in the bargaining unit are required by the Administration to travel and use their own motor vehicle, they shall be paid forty-one cents (41cents) per mile.

D. MOVEMENT FROM ONE CATEGORY TO ANOTHER

Effective September 1, 1985, teachers may move from one salary category to another upon presentation of proof of completion of courses or the prescribed college degree. This movement may take place only if (a) the programs have been completed prior to September 1st of any calendar year or February 1st and (b) The Superintendent has been given written notice of the expected movement by the September 20 preceding the date of the expected February movement and by the June 1 preceding the date of the expected September movement and (c) The course/s receives/receive the approval of the Superintendent. Whenever possible, the Superintendent's prior approval must be obtained. If not possible, such approval must be obtained within ten (10) calendar days after the first day of class. In the event course approval is denied by the Superintendent, the standard of review is whether the Superintendent was arbitrary or capricious. Credits are usable over a three-year period only, except for programs ending in a college degree. (Colleges generally limit credit use to seven (7) years.)

E. PLACEMENT ON THE SALARY SCHEDULE

1. New Teachers: Teachers hired from and after 2/ /86

The Step and Column placement on the salary schedule of teachers hired from and after 2/ /86 shall be at the discretion of the School Committee.

2. Current Teachers (Teachers Employed as of 2/ /86)



Subject to Article X.E and Appendix A2, a, b, c, and d, a teacher employed before 2/86 can utilize up to 15 credits that were obtained prior to that date, subsequent to a Bachelor's degree, and prior to but not used toward a Master's degree, to achieve a placement on the schedule beyond the Master's upon obtaining a Master's degree.

F. COURSES AND DEGREES

The emphasis is on subject matter courses with the exception of planned and approved degree programs.

G. SUBSTITUTE TEACHERS

1. All teachers' classes will be provided with a substitute in the event of absence of the assigned teacher whenever practical and possible. The Superintendent shall make a reasonable and good faith effort to provide a substitute in the event of the absence of an assigned school nurse.

2. The Committee agrees to consult with the Association prior to implementing any change in its substitute policy (pay, etc.). The final decision and implementation of said decision, however, is up to the Committee and is not subject to challenge.

H. SPECIAL COMPENSATION

1. Teachers shall receive extra assignment pay as set forth in Appendix "B" which is incorporated herein by reference for the assignments set forth therein.

2. Teachers will be paid for each day of summer teaching employment at their per diem rate which shall be predicated on the number of teacher working days in the preceding school year. Part-time summer employment will be paid on a pro rata basis.

I. RESIGNATIONS

A teacher shall give written notice of resignation at least thirty (30) days, exclusive of work year vacation periods, prior to the effective date of such resignation.

J. PERFORMANCE (WITHHOLDING OF RAISE-MAXIMUM STEP)

1. The Committee/Administration shall have the right to withhold future wage increases for teachers at maximum step, subject to the following terms and conditions:

- (a) The teacher is given appropriate notice, through the evaluation process, that he/she is at risk in terms of the Administrator recommending withholding of wage increases based upon job performance. The Administrator must set forth: (1) that the teacher is "at risk" regarding the withholding of his/her wage increase and (2) the basis upon which he/she is making his

recommendation, i.e. which criteria he/she finds not acceptable in terms of the teacher's performance and the reasons why he/she finds such performance not acceptable.

- (b) Withholding may take place only after the teacher receives two (2) successive yearly notices that he/she is "at risk" of losing his/her wage increase.
- (c) A teacher at risk hereunder shall receive at least 3 formal observations each year.
- (d) The criteria for measuring job performance shall be the criteria referred to in the contract (see Appendix D-1).
- (e) The Administrator shall include suggestions concerning ways to improve and shall make reasonable efforts to help the teacher improve.
- (f) The Superintendent shall notify the Association and affected teacher, in writing, that it is his/her intent to recommend withholding of the increase no later than April 1 of the school year preceding the scheduled increase. The Association and affected teacher shall have the right, upon request made in writing within five (5) days of receipt of notice from the Superintendent, to meet and confer with the Superintendent concerning his/her recommendation, which meeting shall take place within ten (10) days of the Superintendent's receipt of the Association's written request.

The Association shall have the right, upon request made in writing within five (5) days of the meeting with the Superintendent, to appeal to the Committee. Said appeal shall be treated as a grievance. The Committee shall meet with the Association and the affected teacher within twenty (20) school days thereafter, or at the date of the next succeeding school committee meeting, (whichever is the later).

In the event the matter is not satisfactorily resolved at the Committee level, the Association shall have the right to challenge the proposed withholding in arbitration.

#### Arbitration

- (a) The Association must notify the Committee in writing within twenty (20) days of the Committee meeting regarding its intent to go to arbitration.
- (b) The arbitrator must be able to hold a hearing with 20 days of selection and render a decision with 10 days of hearing.
- (c) The employee shall not have the right to proceed to arbitration alone.

- (d) The cost of arbitration is to be shared equally between the Committee and the Association.
- (e) The implementation of the recommendation and decision to withhold shall be held in abeyance pending the arbitration decision.
- (f) Parties shall attempt to mutually agree upon the arbitrator. In the event they are unable to so agree, the grievance is to be submitted to the American Arbitration Association in accordance with the Voluntary Labor Arbitration Rules then in effect.
- (g) Incorporate the last six (6) lines of Article III, Level 6, on page 6 of the collective bargaining agreement.

2. The wage increase will be reinstated prospectively upon the successful completion of a future evaluation year as reflected by the summative evaluation. Reinstatement shall take place at such time, pro rata for the balance of the school year.

3. If mentor teachers have been appointed, they will be utilized, if possible, to help the teacher.

4. The Committee/Administration's right to withhold wage increases as herein provided is not in derogation of any other rights of the School Committee/Administration in reference to performance problems nor is the Committee/Administration's failure to withhold any wage increase, as herein provided, to create a negative inference, or be used in any way against the Committee/Administration.

**ARTICLE XI            TEACHER PROTECTION AND LIMITATIONS**

A. Serious complaints of substance concerning a teacher made to the Committee or Administration will be brought to the attention of the teacher with reasonable promptness, subject to the circumstances involved.

**B.    TEACHER INVOLVEMENT IN ASSAULT AND BATTERY**

a. Teachers will report immediately to the Superintendent in writing, (with copies of the report also given to the Principal) all cases of actual or suspected assault and/or battery suffered by them in the course of their employment in the school. Likewise, teachers will report in writing as above any incident which involved the touching of an individual and which might, in their opinion, give rise to a charge of assault and/or battery against them. The teacher's report will be forwarded to the Committee or their designee. The Committee will comply with any reasonable request from the teacher or the Association for information in its possession relevant to the incident, persons directly involved, and will otherwise reasonably act and cooperate with the

teacher, police and the courts to the extent it is possessed of such knowledge, reports and information of the incident as the employing authority; provided, however, that the Committee deems such action to be reasonable within the best interests of the school.

- b. If the criminal or civil proceedings are brought against a teacher, the Committee recognizes it has a responsibility to the teacher under the law and hereby affirms such obligations under Chapter 41, Section 100 (c) of the General Laws of Massachusetts.
- c. Reprimands - No reprimand of a teacher by an administrator, department chairperson or supervisor will take place in the presence of anyone except appropriate, authorized persons, nor will any personally derogatory remarks by a teacher be made against an administrator, department chairperson or supervisor, in the presence of anyone except appropriate authorized persons.

**ARTICLE XII      DUES DEDUCTION**

The School Committee agrees to deduct from salaries of its professional employees dues for ITA, MTA and NEA as said teachers individually and voluntarily authorize the Committee to deduct, and to transmit the moneys promptly to such associations or association. Teachers' authorizations will be in writing. [See law permitting payroll deduction of Teachers' Association dues--Chapter 180, Section 17c, General laws, Chapter 175 (1962).] In addition, the School Committee agrees to deduct from the salaries of its professional employees payments toward Savings Bonds and MTA Credit Union as said teachers individually and voluntarily authorize the Committee to deduct, and to transmit the moneys deducted for the MTA Credit Union promptly to the MTA. Teachers' authorizations will be in writing. In the case of Savings Bond deductions, the teachers shall fill out Payroll Savings Application Cards in addition to any and all other documents that may be appropriate.

**ARTICLE XIII      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. HMO:            9/1/07:    60%  
                          9/1/09:    65%
- B. Indemnity:    50%

Either party shall have the right to reopen this contract to negotiate on medical insurance issues upon 10 days written notice to the other.

MIIA Tiered Option 3 to be implemented effective July 1, 2011. HRA for in-patient hospitalization through term of contract modeled after Town HRA with third administrator

and cap of no less than \$10,000 per plan year unless a different number is mutually agreed upon. Any remaining funds at end of contract term revert to school department.

**ARTICLE XIV      NO STRIKE CLAUSE**

The Ipswich Educators Association agrees to abide by the provisions of Section 9A of Chapter 150E of the Massachusetts General Laws, which state:

“Section 9A. (a) No public employee or employee organization shall engage in a strike, and no public employee or employee organization shall induce, encourage or condone any strike, work stoppage, slow-down or withholding of services by such public employees.

(b) Whenever a strike occurs or is about to occur, the employer shall petition the commission to make an investigation. If, after investigation, the commission determines that any provision of paragraph (a) of this section has been or is about to be violated, it shall immediately set requirements that must be complied with, including but not limited to, instituting appropriate proceedings in the superior court for the county wherein such violation has occurred or is about to occur for enforcement of such requirements.”

**ARTICLE XV      FEDERAL AND STATE LAWS AND TOWN BYLAWS**

This Agreement is subject to applicable state and federal laws and town bylaws, and all executive orders, regulations and interpretations thereof.

**ARTICLE XVI      STUDY COMMITTEE**

A Study Committee consisting of members of the School Committee and members of the Association shall be established to study the structure of the salary schedule.

**ARTICLE XVII      TUITION REIMBURSEMENT AND DEPENDENT TUITION**

Teachers shall be eligible for tuition reimbursement subject to the following terms and conditions:

1.    Procedure:

Under normal circumstances, request for approval must be made in writing, on a form supplied by the Superintendent, in advance of the start of the course.

2.    Approval:

In order to be eligible for tuition reimbursement, the teacher must obtain the Superintendent’s approval for the course prior to starting the course. Superintendent’s approval is also required in order for a course to count toward salary schedule category changes.

3. Reimbursement

The teacher shall pay the entire tuition cost of the approved course and will be reimbursed in accordance with and subject to the following terms and conditions:

- a. The teacher must obtain a grade of B or better and present satisfactory evidence thereof to the Superintendent.
- b. A copy of the tuition bill must be submitted to the Superintendent.
- c. Not more than one course per teacher per fiscal year will be reimbursed.
- d. Not more than \$15,000 per fiscal year will be spent for tuition reimbursement, which amount shall be budgeted by the Committee. In the event the \$15,000 is not used, the amount not so expended will not be carried over to another fiscal year. (A fiscal year starts on July 1<sup>st</sup> and ends the following June 30<sup>th</sup>).

- e. A teacher will be reimbursed for an approved course in an amount equal to the lesser of the following amounts: (i) 80% of the total cost of the course paid by the teacher or (ii) \$800. Reimbursement will be based on a “first come, first served basis” and will be dependent on fund availability in the Round for which the teacher’s reimbursement is applied. The course end date determines the specific reimbursement round. (For example a course that ends on December 20<sup>th</sup> is in the Second Round.)

Reimbursement will be determined in three rounds per fiscal year:

SPECIFIC ROUND	DATES	AGGREGATE AMOUNT OF REIMBURSEMENT AVAILABLE FOR THE SPECIFIC ROUND
First Round	July 1 to August 31	\$9,000 available for reimbursement
Second Round	September 1 to December 31	\$3,000 available for reimbursement
Third Round	January 1 to June 30	\$3,000 available for reimbursement

Funds will be reserved for reimbursement based upon the date of teacher submission of course approval forms. Should the total amount of requested reimbursements exceed the Aggregate Amount of Reimbursement Available in the Specific Round, a waiting list will be maintained. In the event that a teacher does not complete the requirements for reimbursement, the next teacher(s) on the waiting list will be reimbursed in the Specific Round until the Aggregate Amount of Reimbursement available for the Specific Round is exhausted.

If the total requests for reimbursement are less than the Aggregate Amount of Reimbursement Available for the First Round, the remaining amount of funds available in the First Round will roll forward to the Second Round. If the total requests for reimbursement are less than the Aggregate Amount of Reimbursement Available for the Second Round, the remaining amount of funds available in the Second Round will roll forward to the Third Round. If there are funds remaining available at the end of the Third Round, the amount not expended will not roll forward into any subsequent rounds and will not be carried over to the subsequent fiscal year.

Teachers are required to submit reimbursement paperwork within the prescribed time period; failure to do so will result in the teacher being disqualified from reimbursement for the course and the teacher(s) on the waiting list, if any, will receive reimbursement subject to the limitations above and provided that such teachers submit the reimbursement paperwork within the prescribed time.

Requirements for submission of Reimbursement Paperwork

SPECIFIC ROUND	PAPERWORK FOR REIMBURSEMENT DUE ON OR BEFORE:
First Round	October 15 <sup>th</sup>
Second Round	February 15 <sup>th</sup>
Third Round	July 31 <sup>st</sup>

Exceptions to the above reimbursement deadlines may be made provided that the teacher makes a written request for an exception to the Director of Finance and Operations, the need for the exception is due to circumstances beyond the teacher’s control, and the Association President and the Director of Finance and Operations agree in writing (or by email) to the exception. The denial of an exception shall not be subject to grievance.

- f. Only three (3) credit courses or more shall be subject to reimbursement, except as hereinafter provided in Section g.
- g. A teacher on M+60 shall be eligible to receive tuition reimbursement notwithstanding that the teacher is not seeking credit for such course, subject to the following terms and conditions:
  - (1) The course is in fact at least a three credit course at the educational institution involved.
  - (2) The teacher otherwise fulfills all the terms and conditions provided in this Article.
  - (3) The workload and standards (grades, tests, papers, etc.) applicable to the course are the same for the teacher as for those taking the course for credit.

**ARTICLE XVIII            FUNDING**

Each year of this Agreement is subject to funding in accordance with the following rules:

In the event the Committee budget presented to the Town Meeting by the Committee for each fiscal year during the life of this Agreement is not fully funded, the settlement for that school year shall be of no force and effect at the discretion of the Committee. In the event the Committee so exercises its discretion, the parties shall meet to negotiate as if no agreement for that school year had been reached.

**ARTICLE XIX            JUST CAUSE**

A. No teacher with professional teacher status shall be suspended or dismissed for disciplinary reasons without just cause.

B. No derogatory material, including any document specifically addressed to the teacher, shall be placed in a teacher’s file without his/her knowledge. Teachers will have the right to submit a written answer to such material and attach to the file copy.

The official personnel file for each member of the bargaining unit shall be kept at the Office of the Superintendent of Schools. The teacher shall have the right to review and duplicate (at teacher’s expense) the contents of such file upon request. A teacher may, if he/she wishes, have a representative of the Association accompany him/her during such a review.

**ARTICLE XX            SICK LEAVE BUY BACK**

A. Eligibility

- (1) Employees who have completed twenty (20) years of continuous service in the Ipswich Public Schools. An authorized leave of absence shall not destroy continuity of service. Such time, however, shall not be credited as time served.
- (2) Must retire under M.G.L., Chapter 32.
- (3) Payment to be made to estate if death occurs while employed and other conditions satisfied.
- (4) Written notice of intent to retire must be given by 9/1 of the school year at the end of which the retirement is effective provided, however, if notice is given after 2/1 of the school year preceding the school year at the end of which the retirement is effective and 9/1, as aforementioned, payment of the applicable amount shall not be made until the fiscal year following the year in which the employee retires. Notice of intent to retire is irrevocable,



except as follows:

- a. A teacher may revoke his/her notice of intent to retire at any time prior to 9/1. The revocation must be in writing.
  - b. From and after 9/1: The teacher may make a request to the Committee, based upon emergency reasons, to revoke his/her notice of intent to retire. The request must be made in writing and set forth the basis of the request for revocation. The decision of the School Committee on such request shall not be subject to challenge.
- (5) A teacher may make a request to the Committee for eligibility hereunder after 9/1 of the school year at the end of which the retirement is effective. Any such request must be in writing and set forth the basis of the request. The decision of the School Committee on such a request shall not be subject to challenge.
- (6) An employee shall not be eligible for sick leave buy back if he/she receives benefits under an early retirement incentive package.

B. Amount

An amount equal to \$25.00 times the amount of accumulated sick leave days in excess of 100 days standing to the employee's credit at the effective date of retirement.

Example: (1) X gives written notice on 11/1/93 of intent to retire at the end of the 1994-1995 school year. At the time of retirement (6/30/95) X has 155 sick leave days standing to his/her credit. Amount of sick leave buy back: 55 days  $(155-100) \times \$25.00 = \$1,375.00$ .

Effective 9/1/2001 delete Article XX B and substitute in place thereof the following:

An amount equal to \$25.00 times the amount of accumulated sick leave days in excess of 100 days but less than 150 days, \$30.00 times the amount of accumulated sick leave days in excess of 150 days but less than 175 days, and \$35.00 times the amount of accumulated sick leave days in excess of 175 days up to the maximum (205 days).

Example: Assume the teacher has 205 accumulated sick leave days.

(a)	50 x \$25.00 (100 to 150 days) =	\$1,250.00
(b)	25 x \$30.00 (150 to 175 days) =	\$ 750.00
(c)	30 x \$35.00 (175 to 205 days) =	<u>\$1,050.00</u>
		\$3,050.00

## **ARTICLE XXI     SICK LEAVE BANK**

The parties agree to continue the sick leave bank to be used only in cases of personal illness until August 31, 2018, subject to the following conditions:

1. Each school year, each PTS teacher may become a member of the Bank for that year by donating to the Bank one (1) day of sick leave to which he/she is entitled. Such donation will be made by September 30 of that year. A PTS teacher 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 Appendix K by September 30 of each school year. Absence of such written notification shall be authorization of Bank membership for that year.

2. Only those PTS teachers 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.

3. If the Bank goes below 180 days at the start of any school year, PTS teachers, to maintain eligibility, must donate a day by 9/30 of each school year in accordance with the provisions of paragraph 1, above.

4. When and if the Bank reaches 400 days, no additional days may be donated, except as hereinafter provided.

5. The sick leave Bank will be administered by a Sick Leave Bank Committee (SLBC) to be comprised of two persons appointed by the Association and two 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.

6. In order to be eligible for use of the Bank, a PTS teacher must have exhausted his/her 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 PTS teacher's past usage of sick leave and usage of the sick leave bank.

7. 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 PTS teacher, not to exceed sixty (60) days for the same illness, injury or accident.

8. 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.

## **ARTICLE XXII CARNEGIE LANGUAGE**

### **1. OBJECTIVE**

The Association and the School Committee recognize that issues considered during workshops on the Report of the Carnegie Forum on Education and the Economy have given rise to a mutual desire to experiment in ways that will support the professionalism of teaching and improve the quality of public education. It is the intent of the School Committee and the Association to encourage new ideas that promote teaching professionalism and improve public education. To do this, a process is needed that provides a mutually supportive environment during the trial period for new ideas.

### **2. SCOPE AND PROCEDURE**

New ideas, proposed by teachers or administrators, which affect wages, hours, terms, and conditions of employment, and which require formal contract changes and/or negotiation, may be implemented in accordance with the following procedure (hereinafter sometimes called “Carnegie proposal procedure”):

- a. The Superintendent, the administration and the teachers directly affected desire to implement the idea.
- b. A trial period is agreed to by the Superintendent, the administration and the teachers directly affected. The trial period should be the minimum needed to judge the success of the idea and/or work out the problems without disrupting school operation.
- c. The proposal shall be reduced to writing, designated “Carnegie proposal”, and submitted to the Executive Board of the Association and to the Ipswich School Committee. The written proposal shall include the educational goals of the project and suitable means for judging the success or failure of the project.
- d. Prior to trial implementation, the Executive Board of the Association and the School Committee shall review the proposal and each shall have veto power for up to four weeks following receipt of the completed written proposal.
- e. The Superintendent will report on the status of all trial ideas to the Executive Board of the Association and the School Committee quarterly.
- f. The matter will be reviewed at the end of the trial period by the Superintendent, the Administration, and the teachers directly affected. In the event continuation is recommended, as originally proposed or as modified, such continuation shall be subject to approval of the Executive Board of the Association and the School Committee.

New ideas, implemented as set forth above, shall not be challengeable, shall not give rise to any claim of contract violation, and shall not give rise to any unfair labor practice charges.

3. The terms, conditions and restrictions of Section 2 apply only if the Carnegie proposal procedure is utilized. For example, and without limitation, if the Committee were to implement a “new idea” under claim of right (existing contract right) or after impact bargaining and impasse, Section 2 shall not be applicable. The rights and obligations of the parties, in such case, would not be affected by Section 2.

**ARTICLE XXIII EVALUATION**

1. PURPOSES OF EVALUATION

The purposes of evaluation, as set forth in 603 CMR 35.00, are:

- a. To provide information for the continuous improvement of performance through an exchange of information between the person being evaluated and the evaluator; and
- b. To provide a record of facts and assessments for personnel decisions.

2. EDUCATOR EVALUATION

The Educator

Evaluation Agreement is set forth in Appendix D.

**ARTICLE XXIV EDUCATION REFORM**

The language of this Agreement shall be interpreted subject to and in conformity with the Education Reform Act of 1993, and subsequent amendments, and any provision of this Agreement inconsistent with the Education Reform Act shall be deemed amended so as to be in compliance with such act.

**ARTICLE XXV JOINT PROFESSIONAL DEVELOPMENT COMMITTEE**

The parties agree to establish a Joint Professional Development Committee, subject to the following terms and conditions:

- 1. The purpose of the Committee is to make recommendations to the Superintendent concerning short term and long-term goals for professional development of the District. The role of the Committee is advisory only.
- 2. Three members of the Committee shall be designated by the Superintendent, and

three by the Association. The Joint Committee shall be co-chaired by a representative of the teachers and a representative of the Administration.

3. The Committee shall meet at least twice a year or as determined by the Joint Committee.

**ARTICLE XXVI DURATION**

“This Agreement shall become effective September 1, 2015, except as otherwise provided herein, and shall continue in full force and effect until August 31, 2018, except as otherwise provided herein and subject to Article XVIII Funding.”

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

**IN WITNESS WHEREOF**, the parties hereunto set their hands and seals this \_\_\_\_ day of \_\_\_\_\_ 2016.

\_\_\_\_\_  
Co-President  
Ipswich Educators Association

\_\_\_\_\_  
Carl Nylén, Chairperson  
Ipswich School Committee

\_\_\_\_\_  
Co-President  
Ipswich Educators Association

**APPENDIX A**  
**SALARY SCHEDULES**

**Master's + 15 Column**

Column M+15 shall be of no further force and effect, provided, however, all teachers employed as of the close of the 2006-2007 school year shall be "grandfathered," i.e., they shall be eligible, subject to the provisions of this agreement, to move to M+15.

**2015-2016 Work Year**

**Effective September 1, 2015, 1.5% increase**

<b>Step</b>	<b>Bach</b>	<b>B+15</b>	<b>B+30</b>	<b>Master</b>	<b>M+15</b>	<b>M+30</b>	<b>M+45</b>	<b>M+60</b>
<b>1</b>								
<b>2</b>								
<b>3</b>	40,872	43,036	45,720	46,611	48,360	51,869	53,621	55,281
<b>4</b>	42,502	44,666	47,702	48,719	50,566	53,969	55,719	57,471
<b>5</b>	44,128	46,298	49,682	50,813	52,566	56,071	57,812	59,573
<b>6</b>	45,755	47,920	51,667	52,913	54,667	58,175	59,928	61,677
<b>7</b>	47,384	49,550	53,654	55,022	56,772	60,276	62,029	63,779
<b>8</b>	49,009	51,175	55,634	57,123	58,872	62,377	64,132	65,880
<b>9</b>	50,637	52,805	57,620	59,225	60,979	64,481	66,234	67,986
<b>10</b>	52,263	54,432	59,606	61,331	63,079	66,585	68,337	70,087
<b>11</b>	55,181	57,697	62,985	64,748	66,597	70,297	72,150	73,999
<b>12</b>	58,452	60,923	66,714	68,645	70,543	74,342	76,243	78,142
<b>13</b>	61,749	64,176	70,474	72,574	74,521	78,422	80,372	82,321
<b>14</b>	62,367	64,817	71,180	73,298	75,265	79,208	81,176	83,145
<b>15</b>	62,990	65,465	71,891	74,032	76,019	79,999	81,988	83,976

**2016-2017 Work Year\***

**Effective September 1, 2016, 1.0% increase**

<b>Step</b>	<b>Bach</b>	<b>B+15</b>	<b>B+30</b>	<b>Master</b>	<b>M+15</b>	<b>M+30</b>	<b>M+45</b>	<b>M+60</b>
<b>1</b>								
<b>2</b>								
<b>3</b>	41,281	43,466	46,177	47,077	48,843	52,387	54,158	55,834
<b>4</b>	42,927	45,113	48,179	49,206	51,072	54,508	56,277	58,046
<b>5</b>	44,569	46,761	50,179	51,321	53,091	56,631	58,390	60,169
<b>6</b>	46,213	48,399	52,183	53,442	55,214	58,756	60,527	62,294
<b>7</b>	47,858	50,046	54,190	55,572	57,340	60,879	62,649	64,416
<b>8</b>	49,499	51,687	56,191	57,694	59,461	63,001	64,773	66,538
<b>9</b>	51,144	53,333	58,196	59,818	61,589	65,126	66,896	68,666
<b>10</b>	52,786	54,977	60,202	61,945	63,710	67,251	69,020	70,788
<b>11</b>	55,733	58,274	63,615	65,395	67,263	71,000	72,872	74,739
<b>12</b>	59,036	61,533	67,381	69,332	71,248	75,085	77,005	78,923
<b>13</b>	62,366	64,818	71,179	73,299	75,267	79,206	81,175	83,144
<b>14</b>	62,990	65,465	71,892	74,031	76,018	80,000	81,987	83,976
<b>15</b>	63,620	66,120	72,610	74,772	76,780	80,799	82,808	84,816



**Effective 92<sup>nd</sup> work day of the 2016-2017 work year, 1.0% increase**

<b>Step</b>	<b>Bach</b>	<b>B+15</b>	<b>B+30</b>	<b>Master</b>	<b>M+15</b>	<b>M+30</b>	<b>M+45</b>	<b>M+60</b>
<b>1</b>								
<b>2</b>								
<b>3</b>	41,694	43,901	46,639	47,548	49,332	52,911	54,699	56,392
<b>4</b>	43,356	45,564	48,661	49,698	51,583	55,053	56,839	58,627
<b>5</b>	45,015	47,229	50,681	51,834	53,622	57,198	58,974	60,771
<b>6</b>	46,675	48,883	52,705	53,977	55,766	59,344	61,132	62,917
<b>7</b>	48,337	50,546	54,732	56,128	57,913	61,487	63,275	65,060
<b>8</b>	49,994	52,204	56,752	58,271	60,055	63,631	65,421	67,204
<b>9</b>	51,655	53,867	58,778	60,416	62,205	65,777	67,565	69,352
<b>10</b>	53,314	55,527	60,804	62,564	64,347	67,923	69,710	71,496
<b>11</b>	56,291	58,856	64,251	66,049	67,936	71,710	73,600	75,486
<b>12</b>	59,627	62,148	68,055	70,025	71,960	75,836	77,775	79,712
<b>13</b>	62,990	65,466	71,891	74,032	76,019	79,998	81,987	83,975
<b>14</b>	63,620	66,120	72,611	74,772	76,778	80,800	82,807	84,816
<b>15</b>	64,256	66,781	73,336	75,520	77,547	81,607	83,636	85,664

\* The School Committee may blend the two increases for the 2016-2017 work year (i.e. September 1, 2016 increase and the 92<sup>nd</sup> day increase) for payroll convenience purposes. However, for employees who do not work the entire work year and/or who have any non-paid days, the employee's actual pay shall be determined in accordance with the September 1<sup>st</sup> increase and the 92<sup>nd</sup> day increase.

**2017-2018 Work Year\*\***

**September 1, 2017, 2.0% increase**

<b>Step</b>	<b>Bach</b>	<b>B+15</b>	<b>B+30</b>	<b>Master</b>	<b>M+15</b>	<b>M+30</b>	<b>M+45</b>	<b>M+60</b>
<b>1</b>								
<b>2</b>								
<b>3</b>	42,527	44,779	47,571	48,499	50,318	53,969	55,793	57,520
<b>4</b>	44,224	46,475	49,634	50,692	52,614	56,154	57,976	59,799
<b>5</b>	45,915	48,173	51,694	52,871	54,695	58,342	60,154	61,986
<b>6</b>	47,608	49,861	53,759	55,056	56,881	60,531	62,355	64,176
<b>7</b>	49,303	51,557	55,827	57,251	59,071	62,717	64,541	66,362
<b>8</b>	50,994	53,248	57,887	59,437	61,256	64,903	66,729	68,548
<b>9</b>	52,688	54,944	59,953	61,624	63,449	67,093	68,916	70,739
<b>10</b>	54,380	56,637	62,020	63,815	65,634	69,282	71,105	72,925
<b>11</b>	57,416	60,033	65,536	67,370	69,295	73,144	75,072	76,996
<b>12</b>	60,819	63,391	69,416	71,426	73,400	77,353	79,331	81,307
<b>13</b>	64,249	66,776	73,329	75,513	77,540	81,598	83,627	85,655
<b>14</b>	64,893	67,442	74,063	76,267	78,314	82,416	84,463	86,512
<b>15</b>	65,541	68,117	74,803	77,031	79,098	83,239	85,308	87,377

**August 31, 2018, 0.5% increase**

<b>Step</b>	<b>Bach</b>	<b>B+15</b>	<b>B+30</b>	<b>Master</b>	<b>M+15</b>	<b>M+30</b>	<b>M+45</b>	<b>M+60</b>
<b>1</b>								
<b>2</b>								
<b>3</b>	42,740	45,003	47,809	48,741	50,570	54,239	56,072	57,808
<b>4</b>	44,445	46,708	49,882	50,946	52,877	56,435	58,266	60,098
<b>5</b>	46,145	48,414	51,953	53,135	54,968	58,633	60,455	62,296
<b>6</b>	47,846	50,110	54,028	55,331	57,165	60,834	62,667	64,496
<b>7</b>	49,550	51,815	56,106	57,537	59,367	63,031	64,864	66,694
<b>8</b>	51,249	53,514	58,177	59,734	61,563	65,228	67,063	68,891
<b>9</b>	52,952	55,219	60,253	61,932	63,766	67,428	69,261	71,093
<b>10</b>	54,652	56,920	62,330	64,134	65,962	69,628	71,460	73,290
<b>11</b>	57,704	60,334	65,863	67,707	69,641	73,510	75,448	77,381
<b>12</b>	61,123	63,708	69,763	71,783	73,767	77,739	79,727	81,713
<b>13</b>	64,571	67,110	73,695	75,890	77,927	82,006	84,045	86,083
<b>14</b>	65,217	67,779	74,433	76,648	78,705	82,828	84,886	86,945
<b>15</b>	65,869	68,458	75,177	77,416	79,494	83,656	85,735	87,814

\*\* The 0.5% increase on August 31, 2018, the last day of the third year of the contract, shall have no cost to the School Committee until the following contract year begins on September 1, 2018.

2. General

- a. Credits for movement beyond the Bachelor's column must be credits from a graduate school or university accredited by the usual accrediting agencies, except as hereinafter provided. Undergraduate courses will not be used for credit purposes beyond the Bachelor's column unless such credits are approved by the Superintendent.
- b. Step placement within a salary category is not synonymous with years of service.
- c. The determination of the step in the salary category at which a teacher lies will proceed, according to the terms of this agreement from that step held by the teacher on the salary schedule effective September 1, 1980 through August 31, 1981 previously agreed to by the parties.
- d. A teacher will not advance a step during the year in which that teacher moves into or through the Master's category, except if the teacher's pay status prior to such movement was B+30.
- e. In the event school year 2016-2017 or 2017-2018 commences prior to September 1<sup>st</sup>, the aforementioned September 1<sup>st</sup> percentage rate increase for that school year shall be effective the date that school year actually commences.

3. B+30 COLUMN

(a) All the terms and conditions for placement, movement and advancement currently found in the contract shall be applicable to said salary category including, without limitation, those set forth in Article X.

(b) In addition, only teachers with ten or more years of teaching experience shall be eligible for the B+30 category provided, however, teachers without such years of experience but who would otherwise have qualified for such placement, may move toward placement on the B+30 category as follows:

1. The first year the teacher would otherwise have qualified: The teacher's salary would be increased by an amount equal to 1/4th the difference between the B+15 Step the teacher is on and the B+30 Step the teacher would otherwise have been eligible for in the absence of the 10 or more years of teaching experience requirement.
2. The next year: The teacher moves another 1/4.
3. The next year: The teacher moves another 1/4.
4. The fourth year: The teacher moves the final 1/4.

## APPENDIX B

### 1.Extra Curricular Compensation

#### EXTRA ASSIGNMENTS

##### A. Non-Coaching

##### Fine Arts

<b>IHS -Fine Arts Stipends</b>	
Art club advisor-IHS	\$1,000
Band Director-IHS	\$3,200
Choreographer-IHS	\$1,000
Drama Director-IHS (per play/yr) Spring/Fall	\$3,250
Drama Costume Director-IHS per yr	\$1,100
Drama Set Director for Plays-IHS \$300/show	\$300
Drama Tech Director for Plays-IHS-\$300/show	\$300
Drama Musical Director IHS	\$1,300
Music IMS/HS Orchestra Director	\$650
Music Choral Director - IHS	\$1,100
Music IHS Accompanist	\$1,500
Music Select Chorus Director	\$600

<b>IMS -Fine Arts Stipends</b>	
Art club advisor-IMS	\$500
Choreographer-IMS	\$1,000
Drama Costumer-IMS per yr	\$1,000
Drama Director-IMS (per play/yr) Spring/Fall	\$3,250
Drama Music Director - IMS Musical (one show)	\$1,000
Drama Set Director for Plays-IMS	\$500
Drama Tech Director for Plays-IMS	\$500
Drama Musical Accompanist IMS	\$1,000
Music IMS/HS Orchestra Director	\$650
Music Choral Director - IMS	\$650
Music IMS Accompanist	\$4,800
Music MS Band Co-Director (2)	\$350
Music MS Jazz Band Director	\$600

<b>Elementary -Fine Arts Stipends</b>	
Art Show - each elementary	\$300
Music Elementary (per school):	

Band (4th&5th)	\$300
Orchestra (4th&5th)	\$300
Choral (4th&5th)	\$300
Musical/Concerts(General Music)	\$300
Music Accompanist (elementary)	\$1,500

Professional Development/Curriculum

<b>Professional Development/Curriculum Stipends for SY 2015-2016 through SY 2017-2018 inclusive</b>	
Professional Learning Community (PLC) Leader (up to 25)	\$1,300
Compass Leader (up to 25)	\$1,300
Technology Specialist (up to 25)	\$1,300
Department Head - IHS	\$3,650
Educator Evaluation (1/school + 1 fine arts)	\$1,300
IMS Cluster Coordinator (7)	\$600

Co-Curricular

<b>Co-Curricular Stipends for SY 2015-2016 through SY 2017-2018 inclusive</b>	
Bookroom Coordinator (Doyon - 2)	\$250
Chameleon Literary Magazine - IHS	\$1,000
Class Advisor-faculty Freshman (1) \$400	\$400
Class Advisor-faculty Sophomore (2) \$450 each	\$450
Class Advisor-faculty Junior (2) \$500 each	\$500
Class Advisor-faculty Senior (1) \$1,200	\$1,200
Community Service-IMS	\$750
Data Team (1/school +1 coordinator)	\$250
Elementary Conferences (\$100 fall, \$100 spring per teacher)	\$200
Environmental Club-IHS	\$750
Foreign Language Club	\$500
Grade 6 field trip coordinator	\$1,000
Grade 7 field trip coordinator	\$1,000
Grade 8 field trip coordinator	\$1,000
GSA/Diversity	\$750
Guidance IHS - Summer scheduling adjustment (per diem)	per diem
Homework Club Coordinator (2) SPED Elementary	\$300
Honors reception coordinator (2)	\$300
IMS/IHS Building Scheduler	\$2,000
Interact Club-IHS	\$500

International Club-IHS	\$500
IPAC Director	\$8,000
Ipswich Advisors and Mentor (IAM) Coordinator-Doyon	\$300
Journalism	\$1,500
Kindergarten - Data Input (3)	\$750
Marine studies coordinator-IMS	\$750
Math League Advisor (2)	\$500
Math League Leader	\$1,000
MCAS Administrator (1/school)	\$1,000
MCAS Tutor - (15 - elementary)	\$360
Medical Paperwork - 6th and 8th grade trips (\$300/trip)	\$300
Mentor - elementary (8)	\$800
Mentor - IHS (5)	\$800
Mentor - IMS (2)	\$800
Mentor Coordinator - Elementary	\$2,000
Mentor Coordinator - Secondary	\$2,000
Model UN (2)	\$500
National Honor Society Coordinator	\$1,000
Nurse Coordinator - Elementary	\$1,800
Nurse Coordinator - Secondary	\$1,800
People to People	\$500
Quiz Bowl	\$700
Schedule Prep - Doyon	\$800
School To Work/Bridge/Job Shadow (2 x \$2500)	\$2,500
Science League	\$500
Senior Graduation Advisor	\$1,000
Student Leadership Council (Winthrop)/Early Act (Doyon) Coordinators (2 each school)	\$600
Student Leadership Council (Winthrop)/Student Leadership Team (Doyon) Members (2 each school)	\$300
Student Leadership Team (Doyon)/Early Act Leadership Council (Winthrop) (2 each school)	\$500
Student Service Leadership Senate-IMS	\$750
Substitute Callers (4)	\$2,000
Talent show coord. (3)	\$100
Technology Specialist Coordinator	\$4,500
Yearbook Coordinator-IHS	\$2,450
Yearbook Coordinator-IMS	\$2,100

Special Education

<b>SPECIAL EDUCATION STIPENDS</b>	
Admin Asst - elementary (\$1,000 and \$500) SPED	\$1,500
Summer tutoring (3 x \$1,080)	\$1,080
SPED Program Manager (4 x \$2,604)	\$2,604
Oversee summer SPED program-elem principals (2)	\$750
Supervisory coverage summer SPED	per diem

B. Coaching

<b>Athletics Stipend</b>	<b>SY 2014-2015</b>	<b>SY 2015-2016</b>	<b>SY 2016-2017</b>	<b>SY 2017-2018</b>
Baseball-Varsity	\$5,825	\$5,975	\$6,125	\$6,275
Basketball-Varsity Boys	\$5,825	\$5,975	\$6,125	\$6,275
Basketball-Varsity Girls	\$5,825	\$5,975	\$6,125	\$6,275
CC-Varsity Boys	\$5,825	\$5,975	\$6,125	\$6,275
CC-Varsity Girls	\$5,825	\$5,975	\$6,125	\$6,275
Cheer Coach-Varsity	\$4,531	\$4,681	\$4,831	\$4,981
Field Hockey Coach-Varsity	\$5,825	\$5,975	\$6,125	\$6,275
Football Coach-Varsity	\$9,597	\$9,747	\$9,897	\$10,047
Golf Coach-Varsity	\$4,531	\$4,681	\$4,831	\$4,981
Indoor Track-Varsity Girls	\$5,825	\$5,975	\$6,125	\$6,275
Indoor Track-Varsity Boys	\$5,825	\$5,975	\$6,125	\$6,275
Lacrosse-Varsity Boys	\$5,825	\$5,975	\$6,125	\$6,275
Lacrosse-Varsity Girls	\$5,825	\$5,975	\$6,125	\$6,275
Outdoor Track -Varsity Girls	\$5,825	\$5,975	\$6,125	\$6,275
Outdoor Track -Varsity Boys	\$5,825	\$5,975	\$6,125	\$6,275
Soccer Coach-Varsity Boys	\$5,825	\$5,975	\$6,125	\$6,275
Soccer Coach-Varsity Girls	\$5,825	\$5,975	\$6,125	\$6,275
Softball-Varsity	\$5,825	\$5,975	\$6,125	\$6,275
Swim/Dive-Varsity	\$5,825	\$5,975	\$6,125	\$6,275
Tennis-Varsity Boys	\$5,825	\$5,975	\$6,125	\$6,275
Tennis-Varsity Girls	\$5,825	\$5,975	\$6,125	\$6,275
Intramural Volleyball (2)	\$750			
Faculty Manager	\$2,740			
Equipment Manager	\$2,625			

All Stipends for JV coaches, freshman coaches, assistant coaches, athletic trainers, post season,



CAL Athletic Coordinator, game administrators, game officials, scoreboard, shot clock, ticket seller, weight room, and all other stipends associated with Athletics, will remain the same amount as paid in 2014 through 2018.

<b>The following Middle School Athletic stipends will be in effect through the 2017-2018 school year:</b>	
Athletics Coordinator (Interscholastic) MS	\$2,600
Basketball-MS Girls	\$1,000
Basketball-MS Boys	\$1,000
Soccer Coach-MS	\$1,200 - \$1,500 - \$1,950
Track Coach-MS	\$1,200 - \$1,500 - \$1,950
Assistant Track-MS	\$800 - \$1,100 - \$1500
Field Hockey-MS	\$1,200 - \$1,500 - \$1,950
Cross Country -MS	\$1,200 - \$1,500 - \$1,950
Asst. Cross Country-MS	\$1,200 - \$1,500 - \$1,950
Intramural Coordinator	\$2,600
Intramural Golf	\$500
Intramural Hockey	\$500

Intramural support for badminton, volleyball and other middle school sports will be paid at a rate of \$20/hour.

C. General

1. Newly hired persons will normally enter at the bottom of the range, provided however, that the administration, in its discretion, may start a newly employed person at a higher step on the range.
2. Each recipient of compensation for the extra assignments set forth in this entire Appendix B including Athletics will be required to submit a written report of his/her job duties, accomplishments and recommendations within 30 days from the completion of the activity. Those teachers holding assignments on Appendix B shall be required to submit reports detailing the number of participants, the hours spent and the time in which the students are involved.
3. In-house candidates for athletic stipend positions, which positions are posted annually, shall be offered an interview.
4. Upon the written application for an advisorship to a new extracurricular activity from a teacher to the principal; the principal may approve the advisorship for up to 2 school years with no stipend as a trial period. After the 2-year trial period, the Committee and the Association will consider integrating extracurricular activity into Appendix B.

2. Longevity Compensation

<u>Years of Continuous Service As a Teacher in the Ipswich School System</u>	<u>Amount of Longevity Payment</u>
15 or more years of continuous service	\$1,000.00
20 or more years of continuous service	\$1,500.00
25 or more years of continuous service	\$2,000.00
30 or more years of continuous service	\$2,500.00

3. Mentor Teachers

A. The District agrees to pay the following stipend to teachers appointed by the District as “Mentor – elementary,” “Mentor – IHS,” or “Mentor – IMS” as provided in Appendix B, Section 1.A.

B. The duties and responsibilities of a Mentor Teacher are as set forth in the job description attached hereto.

C. It is recognized that fulfillment of the duties and responsibilities of the aforementioned positions will involve use of the teacher’s preparation time, lunch time, and times outside school hours. Any release time shall be subject to administrative approval.

D. Appointments by the Ipswich School District to the aforementioned positions shall be for one school year only. At the end of the school year involved, the appointment shall automatically end. A teacher who desires to be appointed for succeeding years must reapply for consideration each year.

E. The Administration will not assign a Mentor Teacher to a teacher with professional teacher status without the teacher with professional teacher status’ approval.

F. In the event the Administration formally evaluates the Mentor Teacher in reference to his/her Mentor duties and responsibilities (under no obligation to do so, however) the job description will be the basis of the “form” of evaluation.

4. Overnight Trips - Chaperones

Overnight chaperones: \$100.00 per night, subject to the following terms and conditions:

1. Monies must be available from non-budgeted funds.
2. The Principal involved determines the number of chaperones and who is chosen to act as chaperone/s.
3. The Association recognizes that chaperones need not be teachers.

5. Badges

Employees may be required to wear identification badges.

## **APPENDIX B**

### **STIPEND APPLICATION PROCESS FOR:**

ATHLETICS

CO-CURRICULAR

FINE ARTS

PROFESSIONAL DEVELOPMENT/CURRICULUM

1. The School Committee/designee shall determine which stipends listed in the Unit A collective bargaining agreement it intends to fill each year. All stipend positions that the School Committee/designee has decided to fill will be posted annually.
2. The Superintendent will post on the district website all stipend positions listed in the Unit A collective bargaining agreement that are to be filled. All positions will be categorized as: Athletics, Co-Curricular, Fine Arts, or Professional Development/Curriculum.
3. The applicant fills out the online Stipend Application form and submits it to the appropriate administrator who created/sponsored the position.
4. The administrator will review all applications for the stipend position and select the applicant whose qualifications best fit the position. The administrator's selection is not subject to grievance.
5. The administrator submits a Contracted Services Form to Central Office for that stipend position.
6. The School Committee/designee may create new stipend positions for Unit A and establish the stipend rates for such positions during the course of the year. The Association reserves the right to negotiate such stipend rates if the position is to be continued in the subsequent year.

## APPENDIX B

### STIPEND POSITION APPLICATION

School Year \_\_\_\_\_

1. Stipend Position: \_\_\_\_\_

2. Stipend Amount: \_\_\_\_\_

3. School: \_\_\_\_\_ Doyon \_\_\_\_\_ Winthrop \_\_\_\_\_ IMS \_\_\_\_\_ IHS \_\_\_\_\_ District

4. Name: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Home Address: \_\_\_\_\_

5. Qualifications/Experience:

6. Signature:

Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

Building Principal/Superintendent: \_\_\_\_\_ Date: \_\_\_\_\_

IPSWICH PUBLIC SCHOOLS

EVALUATION/JOB DESCRIPTION - MENTOR

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

UNSATISFACTORY	NEEDS IMPROVEMENT	GOOD	MERITORIOUS	EXCEPTIONAL	<p><u>JOB GOAL:</u> Mentors will assist the principal in training, supporting, coaching and assisting staff members who have a need(s) in order to maximize that staff member's effectiveness and success in their job responsibilities in a timely fashion.</p> <p><u>REPORTS TO:</u> Principal</p> <p><u>METHOD OF EVALUATION:</u> Twice annually by Principal</p>
1	2	3	4	5	
					<p><u>PERFORMANCE RESPONSIBILITIES:</u> The Mentor will:</p> <ol style="list-style-type: none"> <li>1. Demonstrate and encourage different and appropriate teaching strategies.</li> <li>2. Supervise beginning teachers on a daily basis.</li> <li>3. Help teachers understand and implement the curriculum.</li> </ol>

1	2	3	4	5	<p>4. Help teachers deal with students in the most appropriate way.</p> <p>5. Facilitate the teacher's growth in the teaching/learning process.</p> <p>6. Foster an understanding of the political and social environment of the school.</p> <p>7. Support new teachers through what is often an isolating experience.</p> <p>8. Introduce them to the notions of cooperative and team approaches to teaching.</p>
---	---	---	---	---	--

--	--	--	--	--	--

1	2	3	4	5	<p><u>CRITERIA FOR BECOMING A MENTOR:</u></p> <p>The Mentor is one who:</p> <ol style="list-style-type: none"> <li>1. Can articulate reasons for wanting to become a mentor; can identify qualities, strengths, interest he/she would bring to the program.</li>   <li>2. Has shown interest; is an involved and committed teacher; has demonstrated involvement in his/her own professional growth.</li>   <li>3. Has been acknowledged as a successful classroom teacher: <ul style="list-style-type: none"> <li>•relates well to children and parents</li> <li>•works well with colleagues and other adults</li> <li>•has and uses a wide repertoire of teaching skills</li> </ul> </li>   <li>4. Has a positive attitude, makes good interpersonal judgments; can usually take a bad situation and make it better; is sensitive, has a sense of humor.</li>   <li>5. Is a continuous learner and enjoys learning.</li> </ol>
---	---	---	---	---	--



--	--	--	--	--	--

1	2	3	4	5	<p>6. Is open to growth and change.</p> <p>7. Accepts his/her own imperfections.</p> <p>8. Has generous spirit; is willing to give; is willing to take on additional responsibility.</p> <p>9. Is flexible, with response to time and teaching styles.</p> <p>10. Places a high value on teaching.</p> <p>11. Knows how to involve parents.</p>
---	---	---	---	---	---

PRINCIPAL'S SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

MENTOR'S SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

5/24/89

**APPENDIX C**

This Appendix Intentionally Left Blank

## APPENDIX D

### IPSWICH EDUCATOR EVALUATION AGREEMENT

10/18/12

#### 1. Purpose of Educator Evaluation

This contract language is locally negotiated and based on M.G.L., c.71, § 38; M.G.L. c.150E and the Educator Evaluation regulations, 603 CMR 35.00 et seq.

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.

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

#### 2. Definitions

**Artifacts of Professional Practice:** Educator developed work products and student work samples that demonstrate the Educator's knowledge and skills with respect to specific performance standards.

**Caseload Educator:** Educators who teach or counsel individual or small groups of students through consultation with the regular classroom teacher, for example, school nurses, guidance counselors, speech and language pathologists, and some reading specialists and special education teachers.

**Classroom Teacher:** Educators who teach preK-12 whole classes and teachers of special subjects as such as art, music, library, and physical education. May also include special education teachers and reading specialists who teach whole classes.

**Categories of Evidence:** Multiple measures of student learning, growth, and achievement; judgments based on observations and artifacts of professional practice; and additional evidence relevant to one or more Standards of Effective Teaching Practice.

**District-determined Measures:** Measures of student learning, growth, and achievement related to the Massachusetts Curriculum Frameworks or other relevant frameworks that are comparable across grade or subject level district-wide. These measures may include, but shall not be limited to: portfolios; approved commercial assessments and district-developed pre- and post-unit and course assessments; and capstone projects. These measures shall be locally-bargained by the parties.

**Educator(s):** Inclusive term that applies to all classroom teachers and caseload educators, unless otherwise noted.

**Educator Plan:** The growth or improvement actions identified as part of each Educator’s evaluation. The type of plan is determined by the Educator’s career stage, overall performance rating, and the rating of impact on student learning, growth, and achievement. There shall be four types of Educator Plans:

**Developing Educator Plan** shall mean a plan developed by the Educator and the Evaluator for one school year or less for an Educator without Professional Teacher Status (PTS). The Educator shall be evaluated at least annually.

**Self-Directed Growth Plan** shall mean a plan developed by the Educator for one or two school years for Educators with PTS who are rated proficient or exemplary.

- For Educators whose impact on student learning is either moderate or high, the Educator Plan may be for up to two years.
- For Educators whose impact on student learning is low, the Educator plan shall be for one year. The Plan shall include a goal related to examining elements of practice that may be contributing to low impact.

**Directed Growth Plan** shall mean a plan developed by the Educator and the Evaluator of one school year or less for Educators with PTS who are rated needs improvement. There shall be a summative evaluation at the end of the period determined by the plan, and, if the Educator does not receive a proficient rating, he or she shall be rated unsatisfactory and shall be placed on an improvement plan.

**Improvement Plan** shall mean a plan developed by the Educator and the Evaluator for a realistic time period sufficient to achieve the goals outlined in the Improvement Plan, but not less than 30 school days within the same school year and no more than one school year, for Educators with PTS who are rated unsatisfactory with goals specific to improving the Educator’s unsatisfactory performance. In those cases where an Educator is rated unsatisfactory near the close of a school year, the Educator may voluntarily include activities during the summer preceding the next school year as part of the plan.

**ESE:** The Massachusetts Department of Elementary and Secondary Education.

**Evaluation:** The ongoing process of defining goals and identifying, gathering, and using information as part of a process to improve professional performance (the “formative evaluation” and “formative assessment”) and to assess total job effectiveness and make personnel decisions (the “summative evaluation”).

**Evaluator:** Any building or district administrator (including the Director of Fine Arts) who is appropriately licensed and designated by the superintendent who has responsibility for observation and evaluation. The superintendent is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation. Each Educator will have one

Evaluator at any one time responsible for determining performance ratings. A list of Evaluators and the Educators to whom they are assigned to evaluate each school year will be included in the opening day material.

**Teaching Staff Assigned to More Than One Building:** Each Educator who is assigned to more than one building will be evaluated by the appropriate administrator where the individual is assigned most of the time. The principal of each building in which the Educator serves must review and sign the evaluation and may add written comments. In cases where there is no predominate assignment, the superintendent will determine who the Evaluator will be.

**Notification:** The Educator shall be notified in writing of his/her Evaluator at the outset of each new evaluation cycle. The Evaluator(s) may be changed upon notification in writing to the Educator.

**Evaluation Cycle:** A five-component process that all Educators follow consisting of: 1) Self-Assessment; 2) Goal-setting and Educator Plan development; 3) Implementation of the Plan; 4) Formative Assessment/Evaluation; and 5) Summative Evaluation.

**Experienced Educator:** An Educator with Professional Teacher Status (PTS)

**Family:** Includes students' parents, legal guardians, foster parents, or primary caregivers.

**Formative Assessment:** An assessment conducted mid-cycle for an Educator on a Developing Educator Plan. The process is used to assess progress towards attaining goals set forth in Educator Plans, performance on standards, or both. This process may take place at any time(s) during the cycle of evaluation, but typically takes place at mid-cycle for an Educator on a 1-year plan.

**Formative Evaluation:** An evaluation conducted at the end of year one for an Educator on a two-year Self-Directed Growth Plan which is used to arrive at a rating on progress towards attaining the goals set forth in the Educator Plan, performance on Standards and Indicators of Effective Teaching Practice, or both.

**Goal:** A specific, actionable, and measurable area of improvement as set forth in an Educator's Plan. A goal may pertain to any or all of the following: Educator practice in relation to Performance Standards, Educator practice in relation to indicators, or specified improvement in student learning, growth, and achievement. Goals may be developed by individual Educators, by the Evaluator, or by a team of Educators, departments, or other groups of Educators who have the same role. Team goals can be developed by grade level or subject area teams.

**Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.

**Multiple Measures of Student Learning:** Measures must include a combination of classroom, school, and district assessments, student growth percentiles on state assessments, if state assessments are available, and student ACCESS gain scores. This definition may be revised as required by regulations or agreement of the parties upon issuance of ESE guidance.

**Observation:** A data gathering process specifically undertaken pursuant to this agreement that includes notes and judgments made during one or more classroom or worksite visits(s) of at least five (5) minutes in duration by the Evaluator and may include examination of artifacts of practice including student work. An observation shall occur in person. All observations will be done openly and with knowledge of the Educator. No photography, no videotaping or audio taping shall be permitted without mutual agreement between the Educator and Evaluator. Classroom or worksite observations conducted pursuant to this article must result in feedback to the Educator using the agreed upon protocols.

**Parties:** The Ipswich Educators Association and the Ipswich School Committee are the parties to this agreement.

**Performance Rating:** Describes the Educator's performance on each performance standard and the overall evaluation. There shall be four performance ratings:

**Exemplary:** the Educator's performance consistently and significantly exceeds the requirements of a standard or the overall evaluation. The rating of exemplary on a standard indicates that practice significantly exceeds proficient and could serve as a model of practice on that standard district-wide.

**Proficient:** the Educator's performance fully and consistently meets the requirements of a standard, or the overall evaluation.

**Needs Improvement:** the Educator's performance on a standard or the overall evaluation is below the requirements of a standard or the overall evaluation but is not considered to be unsatisfactory at this time. Improvement is necessary and expected.

**Unsatisfactory:** the Educator's performance on a standard or the overall evaluation has not significantly improved following a rating of needs improvement, or the Educator's performance is consistently below the requirements of a standard or the overall evaluation and is considered inadequate, or both.

**Performance Standards:** Locally developed standards and indicators pursuant to M.G.L. c. 71, § 38 and consistent with, and supplemental to, 603 CMR 35.00.

**Professional Teacher Status:** PTS is the status granted to an Educator pursuant to M.G.L. c. 71, § 41.

**Rating of Educator Impact on Student Learning:** A rating of high, moderate, or low based on *trends and patterns* of student learning, growth, and achievement. The parties will negotiate the process for using state and district-determined measures to arrive at an Educator's rating of impact on student learning, growth and achievement, using guidance and model contract language from ESE.

**Rating of Overall Educator Performance:** The Educator's overall performance rating is based on the Evaluator's professional judgment and examination of evidence of the Educator's performance against the four Performance Standards and the Educator's attainment of goals set forth in the Educator Plan, as follows:

Standard 1: Curriculum, Planning, and Assessment

Standard 2: Teaching All Students

Standard 3: Family and Community Engagement

Standard 4: Professional Culture

Attainment of Professional Practice Goal(s)

Attainment of Student Learning Goal(s)

**Rubric:** In rating Educators on Performance Standards for the purpose of formative assessments, formative evaluations, or summative evaluations, a rubric must be used. The rubric is a scoring tool used to judge the Educator's practice at the four levels of performance. The rubric consists of:

- Standards and Indicators of Effective Teaching Practice, defined in 603.CMR 35.03. These standards and indicators are used in the rubrics incorporated into this evaluation system.
- Descriptors: define the individual elements of each of the indicators under the standards.
- Benchmarks: describe the acceptable demonstration of knowledge, skill, or behavior necessary to achieve that performance rating. For each indicator, there are four benchmarks – one describing performance at each performance rating – Exemplary, Proficient, Needs Improvement and Unsatisfactory.

**Self-Assessment:** The evaluation cycle shall include self-assessment addressing Performance Standards. The Educator shall provide such information, in the form of self-assessment, by October 1st to the Evaluator at the point of goal-setting and plan development. Evaluators shall use evidence of Educator performance and impact on student learning, growth and achievement to set the goal with the Educator, based on the Educator's self-assessment and other sources that the Evaluator shares with the Educator.

**Summative Evaluation:** An evaluation used to arrive at a rating on each standard, an overall rating, and as a basis to make personnel decisions. The summative evaluation includes the Evaluator's judgments of the Educator's performance against Performance Standards and the Educator's attainment of goals set forth in the Educator's Plan. The summative evaluation rating must be based on evidence from multiple categories of evidence. MCAS growth scores cannot be the sole basis for a summative evaluation rating. To be rated Proficient overall, an Educator shall, at a minimum, have been rated Proficient on the Curriculum, Planning, and Assessment and the Teaching all Students standards for teachers. Evaluations used to determine the Educator's overall performance rating and the rating on each of the four standards may inform personnel decisions such as reassignments, transfers, PTS, or dismissal pursuant to Massachusetts general laws.

**Superintendent:** The person employed by the school committee pursuant to M.G.L. c. 71 §59 and §59A. The superintendent is responsible for the implementation of 603 CMR 35.00.

**Teacher:** An Educator employed in a position requiring a certificate or license as described in 603 CMR 7.04(3)(a, b, and d). Teachers may include, for example, classroom teachers, librarians, guidance counselors, or school nurses.

**Trends in Student Learning:** At least three years of data from the locally-bargained measures and state assessments used in determining the Educator's rating on impact on student learning as high, moderate, or low.

### **3. Evidence Used in Evaluation**

The following categories of evidence shall be used in evaluating each Educator:

- A. Multiple measures of student learning, growth, and achievement, which shall include:
  - i. Measures of student progress on classroom assessments that are aligned with the Massachusetts Curriculum Frameworks or other relevant frameworks and are comparable within grades or subjects in a school.
  - ii. Statewide growth measure(s) where available, including the MCAS Student Growth Percentile and the ACCESS for ELLs and locally-bargained measures of student learning comparable across grade or subject district-wide.
  - iii. Measures of student progress and/or achievement toward student learning goals set between the Educator and Evaluator for the school year or some other period of time established in the Educator Plan.
  - iv. For Educators whose primary role is not as a classroom teacher, the appropriate measures of the Educator's contribution to student learning, growth, and achievement shall be locally-bargained. The measures shall be based on the Educator's role and responsibility.
- B. Observations and artifacts of practice, including:
  - i. Unannounced observations of practice
  - ii. Announced observations of practice
  - iii. Examination of Educator work products
  - iv. Examination of student work products
  - v. Evidence of progress toward professional practice goal(s)



- vi. Evidence of progress toward student learning outcomes goal(s)
- C. Evidence relevant to one or more Performance Standards, compiled and presented *by the Educator*, including but not limited to:
  - i. Evidence of fulfillment of professional responsibilities and growth, such as self-assessments, peer collaboration, professional development linked to goals in the Educator Plan, and contributions to the school community and professional culture.
  - ii. Evidence of active outreach to and engagement with families.
- D. Student and Staff Feedback – see #23-24, below

#### **4. Rubrics**

The rubrics are a scoring tool used for the Educator’s self-assessment, the formative assessment, the formative evaluation, and the summative evaluation. These rubrics are attached to this agreement.

#### **5. Evaluation Cycle: Training**

- A. Prior to the implementation of the new evaluation process contained in this document, districts shall arrange training for all Educators, principals, and other Evaluators that outlines the components of the new evaluation process and provides an explanation of the evaluation cycle. The district through the superintendent shall determine the type and quality of training based on guidance provided by ESE.
- B. By December 1st of the first year of this agreement, all Educators shall complete a professional learning activity about self-assessment and goal-setting satisfactory to the superintendent or principal. Any Educator hired after the December 1st date, and who has not previously completed such an activity, shall complete such a professional learning activity about self-assessment and goal-setting within three months of the date of hire. The superintendent shall work with the Association and the joint labor-management evaluation team to determine the most effective means to provide this training.

#### **6. Evaluation Cycle: Annual Orientation**

- A. At the start of each school year, the superintendent, principal, or designee shall conduct a meeting for Educators and Evaluators focused substantially on educator evaluation. The superintendent, principal, or designee shall:

- i. Provide an overview of the evaluation process, including goal-setting and the educator plans.
- ii. Provide all Educators with directions for obtaining a copy of the forms used by the district. These may be electronically provided.
- iii. The faculty meeting may be digitally recorded to facilitate orientation of Educators hired after the beginning of the school year, provided that an announcement is made at the beginning of the meeting that it is being recorded.
- iv. Provide District and School goals and priorities, as well as professional development opportunities related to those goals and priorities.
- v. All new staff will receive training in the district Educator Evaluation model as part of the teacher induction program.

## **7. Evaluation Cycle: Self-Assessment**

### **A. Completing the Self-Assessment**

- i. The evaluation cycle begins with the Educator completing and submitting to the Evaluator a self-assessment by October 1st or within four weeks of the start of his/her employment at the school.
- ii. The self-assessment includes:
  - An analysis of evidence of student learning, growth, and achievement for students under the Educator's responsibility.
  - An assessment of practice against each of the four Performance Standards of effective practice using the district's rubrics.
  - Proposed goals to pursue:
    - At least one goal directly related to improving the Educator's own professional practice.
    - At least one goal directed related to improving student learning.

### **B. Proposing the goals**

- i. Educators must consider goals for grade-level, subject-area, department teams, or other groups of Educators who share responsibility for student learning and

results, except as provided in (ii) below. Educators may meet with teams to consider establishing team goals. Evaluators may participate in such meetings.

- ii. For Educators in their first year of practice, the Evaluator or his/her designee will meet with each Educator by October 1st (or within four weeks of the Educator's first day of employment if the Educator begins employment after September 15th) to assist the Educator in completing the self-assessment and drafting the professional practice and student learning goals, which must include induction and mentoring activities.
- iii. Unless the Evaluator indicates that an Educator in his/her second or third years of practice should continue to address induction and mentoring goals pursuant to 603 CMR 7.12, the Educator may propose team goals.
- iv. For Educators with PTS and ratings of proficient or exemplary, the goals may be team goals. In addition, these Educators may include individual professional practice goals that address enhancing skills that enable the Educator to share proficient practices with colleagues or develop leadership skills.
- v. For Educators with PTS and ratings of needs improvement or unsatisfactory, the professional practice goal(s) must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject area team goals.

## **8. Evaluation Cycle: Goal-setting and Development of the Educator Plan**

- A. Every Educator has an Educator Plan that includes, but is not limited to, one goal related to the improvement of practice and one goal for the improvement of student learning. The Plan also outlines actions the Educator must take to attain the goals established in the Plan and benchmarks to assess progress. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have similar roles and/or responsibilities.
- B. To determine the goals to be included in the Educator Plan, the Evaluator reviews the goals the Educator has proposed in the Self-Assessment, using evidence of Educator performance and impact on student learning, growth, and achievement based on the Educator's self-assessment and other sources that the Evaluator shares with the Educator. The process for determining the Educator's impact on student learning, growth, and achievement will be determined after ESE issues guidance on this matter. See #22, below.

Evaluators and Educators shall consider team goals. The Evaluator retains authority over goals to be included in an Educator's Plan.

C. Educator Plan Development Meetings shall be conducted as follows:

- i. Educators in the same school may meet with the Evaluator in teams and/or individually at the end of the previous evaluation cycle or by October 15th of the next academic year to develop their Educator Plan. Educators shall not be expected to meet during the summer hiatus.
- ii. For those Educators new to the school, the meeting with the Evaluator to establish the Educator Plan must occur by October 15th or within six weeks of the start of their assignment in that school.
- iii. The Evaluator shall meet individually with Educators with PTS and ratings of needs improvement or unsatisfactory to develop professional practice goal(s) that must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject matter goals.
- iv. For Educators with PTS with ratings of Proficient and Exemplary, the professional practice goal(s) may be team goals. In addition, these Educators may include professional practice goals that address enhancing skills that enable the Educator to share proficient practices with colleagues or develop leadership skills.

D. The Evaluator completes the Educator Plan by November 1st. The Educator shall sign the Educator Plan within 5 school days of its receipt and may include a written response. The Educator's signature indicates that the Educator received the plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents. The Evaluator retains final authority over the content of the Educator's Plan.

**9. Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators without PTS**

A. In the first three years of practice:

- i. The Educator shall have at least two (2) announced observations during the school year, one before January 31st and one after January 31st, using the protocol described in section 11B, below.
- ii. The Educator shall have at least three (3) unannounced observations spaced over the school year.

## **10. Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators with PTS**

- A. The Educator whose overall rating is proficient or exemplary will have at least one (1) unannounced observation during the evaluation cycle. For the purposes of relative consistency within a school, these Educators shall have a similar number of such observations.
- B. The Educator whose overall rating is needs improvement must be observed according to the Directed Growth Plan during the period of the Plan, which will include two (2) announced observations, one before January 31st and one after January 31st. The Educator shall have at least three (3) unannounced observations spaced over the school year.
- C. The Educator whose overall rating is unsatisfactory must be observed according to the Improvement Plan, which must include both unannounced and announced observations. The Educator will have two (2) announced observations, one before January 31st and one after January 31st. The Educator will have a minimum of four (4) unannounced observations, at least one per marking period. For Improvement Plans of six months or fewer, there must be no less than one (1) announced and two (2) unannounced observations.

## **11. Observations**

The Evaluator's first observation of the Educator should take place by November 15th, unless the Educator is on a self-directed plan. Observations required by the Educator Plan should be completed by May 15th.

The Evaluator is not required nor expected to review all the indicators in a rubric during an observation. However, every effort will be made to observe for a period of time sufficient to observe as many indicators as possible.

- A. Unannounced Observations: All unannounced observations shall be conducted according to the following:
  - i. The Evaluator shall observe the Educator between 5 and 15 minutes.
  - ii. Upon entering the room for purposes of an unannounced observation, the Evaluator will verbally inform the Educator the purpose of the visit is for an unannounced observation.
  - iii. The Educator will be provided with written feedback from the Evaluator within 5 school days of the observation. If either the Educator or the Evaluator requests a

meeting to discuss the observation, such a meeting will take place within 5 school days.

- iv. Any observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement must be followed by at least one announced observation of at least 30 minutes in duration within 20 school days. Before the announced observation, the Educator shall be given a written document that summarizes the issue, the action(s) to be taken to correct it, and a time frame for the subsequent observation to demonstrate the completion of such action(s).
- v. Any unannounced observation which may result in disciplinary action shall be brought to the attention of the Educator within 48 hours at a post-observation conference where both the Educator and the Evaluator can be present.

#### B. Announced Observations

All non PTS on Developing Educator Plans and PTS Educators on Directed or Improvement Plans shall have two (2) announced observations conducted according to the following:

- i. The Evaluator shall select the date and time of the lesson or activity to be observed and discuss with the Educator any specific goal(s) for the observation. The observation shall be at least thirty minutes in duration.
- ii. Within 5 school days of the scheduled observation, the Evaluator and Educator shall meet for a pre-observation conference. In lieu of a meeting, the Educator may inform the Evaluator in writing of the nature of the lesson, the student population served, and any other information that will assist the Evaluator to assess the performance.
- iii. The Educator shall provide the Evaluator a draft of the lesson, student conference, IEP plan, or activity. If the actual plan is different, the Educator will provide the Evaluator with a copy prior to the observation.
- iv. The Educator will be notified as soon as possible if the Evaluator will not be able to attend the scheduled observation. The observation will be rescheduled with the Educator as soon as reasonably practical.
- v. The Evaluator shall provide the Educator with written feedback within 5 school days of the observation. For any standard where the Educator's practice was found to be unsatisfactory or needs improvement, the feedback must:
  - Describe the basis for the Evaluator's judgment.

- Describe actions the Educator should take to improve his/her performance.
  - Identify support and/or resources the Educator may use in his/her improvement.
  - State that the Educator is responsible for addressing the need for improvement.
- vi. Within 5 school days of the receipt of the written feedback, the Evaluator and Educator shall meet for a post-observation conference. This timeframe may be extended due to unavailability on the part of either the Evaluator or the Educator, but shall be rescheduled within 24 hours, if possible.

### C. Walkthroughs

Walkthroughs, Learning Walks, Instructional Rounds, and other like procedures by another name (herein called “walkthroughs”) are intended to gauge the overall climate, culture, and instruction within a school, program, or department, and entail walking into multiple classrooms, usually for less than five (5) minutes each. Observations from walkthroughs summarize the aggregate climate, culture, and instruction, *rather than comment on individual teachers*, and are used to talk about observed patterns and trends across classrooms. Walkthroughs are not observations for the sake of this evaluation system. However, Educators will expect to receive feedback verbally regarding any issues or concerns observed.

## 12. Evaluation Cycle: Formative Assessment

- A. A specific purpose for evaluation is to promote student learning, growth, and achievement by providing Educators with feedback for improvement. Evaluators are expected to give targeted constructive feedback to Educators based on their observations of practice, examination of artifacts, and analysis of multiple measures of student learning, growth, and achievement in relation to the Standards and Indicators of Effective Teaching Practice.
- B. Formative Assessment may be ongoing throughout the evaluation cycle but typically takes places mid-cycle when a Formative Assessment Report is completed. For an Educator on a two-year Self-Directed Growth Plan, the mid-cycle Formative Assessment Report is replaced by the Formative Evaluation Report at the end of year one. See section 13, below.

- C. The Formative Assessment Report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall, or both
- D. No less than two weeks before the due date for the Formative Assessment Report, which due date shall be collaboratively agreed upon by the Educator and the Evaluator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The Educator may provide to the Evaluator additional evidence of the Educator's performances against the four Performance Standards.
- E. Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Assessment Report.
- F. The Evaluator shall complete the Formative Assessment Report and provide a copy to the Educator. All Formative Assessment Reports must be signed by the Evaluator and delivered face-to-face or delivered to the Educator's school mailbox.
- G. The Educator shall sign the Formative Assessment Report within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Assessment Report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- H. The Educator may reply in writing to the Formative Assessment Report within 10 school days of receiving the report. The Educator's reply shall be attached to the report.

**13. Evaluation Cycle: Formative Evaluation for Two-year Self-Directed Plans Only**

- A. Educators on two-year Self-Directed Growth Plans receive a Formative Evaluation Report no later than May 15th of year one of the two-year cycle. The Educator's performance rating for that year shall be assumed to be the same as the previous summative rating unless evidence demonstrates a significant change in performance, in which case the rating on the performance standards may change, and the Evaluator may place the Educator on a different Educator Plan appropriate to the new rating.
- B. The Formative Evaluation Report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on each performance standard and overall, or both.



- C. Four weeks prior to a mutually agreed upon date of the Formative Evaluation Report, Educators shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The Educator may also provide to the Evaluator additional evidence of the Educator's performance against the four Performance Standards.
- D. The Evaluator shall complete the Formative Evaluation Report and provide a copy to the Educator. All Formative Evaluation Reports must be signed by the Evaluator and delivered face-to-face or by delivery to the Educator's school mailbox.
- E. Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet before and/or after completion of the Formative Evaluation Report.
- F. The Educator shall sign the Formative Evaluation Report within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Evaluation Report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- G. The Educator may reply in writing to the Formative Evaluation Report within 10 school days of receiving the report. The Educator's reply shall be attached to the report.

#### **14. Evaluation Cycle: Summative Evaluation**

- A. The evaluation cycle concludes with a Summative Evaluation Report. For Educators on a one or two-year Educator Plan, the Summative Evaluation Report must be written and provided to the Educator by May 15th.
- B. The Evaluator determines a rating on each standard and an overall rating based on the Evaluator's professional judgment, an examination of evidence against the Performance Standards, and evidence of the attainment of the Educator Plan goals.
- C. The Evaluator shall determine the summative rating that the Educator receives. For an Educator whose overall performance rating is exemplary or proficient and whose impact on student learning is low, the Evaluator's supervisor shall discuss and review the rating with the Evaluator and the supervisor shall confirm or revise the Educator's rating.
- D. The summative evaluation rating must be based on evidence from multiple categories of evidence. MCAS Growth scores shall not be the sole basis for a summative evaluation rating.

- E. To be rated proficient overall, the Educator shall, at a minimum, have been rated proficient on the Curriculum, Planning, and Assessment and the Teaching All Students Standards of Effective Teaching Practice.
- F. The Educator will provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The Educator may also provide to the Evaluator additional evidence of the Educator's performance against the four Performance Standards.
- G. The Summative Evaluation Report should recognize areas of strength as well as identify recommendations for professional growth.
- H. The Evaluator shall deliver a signed copy of the Summative Evaluation Report to the Educator face to face or to the Educator's School mailbox no later than May 15th.
- I. The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by June 1st.
- J. The Evaluator shall meet with the Educator rated proficient or exemplary to discuss the summative evaluation, if either the Educator or the Evaluator requests such a meeting. The meeting shall occur by June 10th.
- K. Upon mutual agreement, the Educator and the Evaluator may develop the Self-Directed Growth Plan for the following two years during the meeting on the Summative Evaluation Report.
- L. The Educator shall sign the final Summative Evaluation Report by June 15th. The signature indicates that the Educator received the Summative Evaluation Report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- M. The Educator shall have the right to respond in writing to the summative evaluation which shall become part of the final Summative Evaluation Report.
- N. A copy of the signed final Summative Evaluation Report shall be filed in the Educator's personnel file.

**15. Educator Plans – General**

- A. Educator Plans shall be designed to provide Educators with feedback for improvement, professional growth, and leadership and to ensure Educator effectiveness and overall

system accountability. The Plan must be aligned to the standards and indicators and be consistent with district and school goals.

- B. The Educator Plan shall include, but is not limited to:
  - i. At least one goal related to improvement of practice tied to one or more Performance Standards.
  - ii. At least one goal for the improvement the learning, growth, and achievement of the students under the Educator's responsibility.
  - iii. An outline of actions the Educator must take to attain the goals that include specified professional development and learning activities that the Educator will participate in as a means of obtaining the goals, as well as other support that may be suggested by the Evaluator or provided by the school or district. Examples may include, but are not limited to, coursework, self-study, action research, curriculum development, study groups with peers, and implementing new programs.
- C. It is the Educator's responsibility to attain the goals in the Plan and to participate in any trainings and professional development provided through the state, district, or other providers in accordance with the Educator Plan. Educators will not be required to pay for any of these programs.

#### **16. Educator Plans: Developing Educator Plan**

The Developing Educator Plan is for all Educators without PTS. The Educator shall be evaluated at least annually.

#### **17. Educator Plans: Self-Directed Growth Plan**

- A. A Two-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after 2013-2014 whose impact on student learning is moderate or high, when available. A Formative Evaluation Report is completed at the end of year one and a Summative Evaluation Report at the end of year two.
- B. A One-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after 2013-2014 whose impact on student learning is low, when available. In this case, the Evaluator and Educator shall analyze the discrepancy between the summative evaluation rating and the rating for impact on student learning to seek to determine the cause(s) of the discrepancy.

## **18. Educator Plans: Directed Growth Plan**

- A. A Directed Growth Plan is for those Educators with PTS whose overall rating is needs improvement.
- B. The goals in the Plan must address areas identified as needing improvement as determined by the Evaluator.
- C. The Evaluator shall complete a summative evaluation for the Educator at the end of the period determined by the Plan, but at least annually, and in no case later than May 15th.
- D. For an Educator on a Directed Growth Plan whose overall summative performance rating is at least proficient, the Evaluator will place the Educator on a Self-Directed Growth Plan for the next Evaluation Cycle.
- E. For an Educator on a Directed Growth Plan whose overall summative performance rating is not at least proficient, the Evaluator will rate the Educator as unsatisfactory and will place the Educator on an Improvement Plan for the next Evaluation Cycle.

## **19. Educator Plans: Improvement Plan**

- A. An Improvement Plan is for those Educators with PTS whose overall rating is unsatisfactory. The parties agree that in order to provide students with the best instruction, it may be necessary from time to time to place an Educator whose practice has been rated as unsatisfactory on an Improvement Plan of no fewer than 30 school days and no more than one school year. The Evaluator must complete a summative evaluation for the Educator at the end of the period determined by the Evaluator for the Plan. In those cases where an Educator is rated unsatisfactory near the close of a school year, the Educator may voluntarily include activities during the summer preceding the next school year as part of the plan.
- B. An Educator on an Improvement Plan shall be assigned an Evaluator (see definitions). The Evaluator is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan.
- C. Support Team

An Educator placed on an Improvement Plan as a result of an unsatisfactory overall rating may formally ask his/her Evaluator, in writing, on the form attached to the IEA Agreement as Appendix D 3, for the intervention of a Support Team. The Evaluator, upon receipt of the teacher's written request, will then establish a Support Team, subject to the terms and conditions hereinafter provided:

i. Agreement, Consent, and Cooperation of the Educator with an Unsatisfactory Overall Rating

The ability of the Support Team to fulfill its role will depend on many factors. Obviously, one essential factor is the agreement, consent and cooperation of the Educator with an unsatisfactory overall rating. The designation of the Support Team as hereinafter provided, and its continued functioning, is predicated on such agreement, consent, and cooperation. The Educator with an unsatisfactory overall rating may at any time, by notice in writing to the Evaluator, terminate the continued functioning of the Support Team.

ii. Support Team Members

The Support Team shall consist of the Educator's Evaluator and three colleagues of the Educator, with the Educator selecting one colleague, the Association selecting one colleague, and the Administration selecting one colleague. The colleagues should be Educators in the school of the Educator with an unsatisfactory overall rating, if possible, but in any event must be teachers in the Ipswich school system.

iii. Submission of Information

The Educator requesting Support Team intervention shall provide the Support Team, or authorize his/her Evaluator to provide the Support Team, with copies of the relevant documentation placing the Educator on an Improvement Plan as a result of an unsatisfactory overall rating, and such other information which the Support Team deems relevant.

iv. Role of Support Team

- a. The Support Team shall review the performance issues and suggest alternatives to address the performance problems, i.e., enlist outside support on the Educator's behalf; participation in professional development activities; course work; third party evaluation; release time opportunities to visit other classrooms; increase in tuition reimbursement opportunities; peer coaching; other growth activities, etc. The aforementioned are set forth as possibilities, not mandates, and are not exhaustive.
- b. The Support Team may expend up to a total of \$1,000 in implementing its suggestions to address the performance problems. Any expenditure in excess of \$1,000 (total) shall require the advance written approval of the Superintendent.

- c. Support Team members who are colleagues will receive \$500 stipend each.  
*[role description to be defined]*
  - d. The Support Team shall: work with the Educator; monitor the progress of the teacher; make recommendations with regard to the performance problems and their solutions; and, at the conclusion of an appropriate time period, submit their findings with regard to the alleviation of the Educator's performance problems.
- D. The Improvement Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the improvement goals to be met, the activities the Educator must take to improve, and the assistance to be provided to the Educator by the district.
- E. The Improvement Plan process shall include:
- i. Within ten school days of notification to the Educator that the Educator is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Educator to discuss the Improvement Plan. The Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the Educator.
  - ii. The Educator may request that a representative of the Association attend the meeting(s).
  - iii. If the Educator consents, the Association will be informed that an Educator has been placed on an Improvement Plan.
- F. The Improvement Plan shall:
- i. Define the improvement goals directly related to the performance standard(s), indicator(s), element(s), and/or student learning outcomes that must be improved.
  - ii. Describe the activities and work products the Educator must complete as a means of improving performance.
  - iii. Describe the assistance/resources, be it financial or otherwise, that the district will make available to the Educator.
  - iv. Articulate the measurable outcomes that will be accepted as evidence of improvement.

- v. Detail the timeline for completion of each component of the Plan, including at a minimum a mid-cycle Formative Assessment Report of the relevant standard(s) and indicator(s).
  - vi. Identify the individuals assigned to assist the Educator, which must include minimally the Evaluator and may include Support Team members.
  - vii. Include the signatures of the Educator and Evaluator.
- G. A copy of the signed Plan shall be provided to the Educator. The Educator’s signature indicates that the Educator received the Improvement Plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- H. Decision on the Educator’s status at the conclusion of the Improvement Plan:
- i. All determinations below must be made no later than June 1st. One of three decisions must be made at the conclusion of the Improvement Plan:
    - a. If the Evaluator determines that the Educator has improved his/her practice to the level of proficiency, the Educator will be placed on a Self-Directed Growth Plan.
    - b. If the Evaluator determines that the Educator is making substantial progress toward proficiency, the Evaluator shall place the Educator on a Directed Growth Plan.
    - c. If the Evaluator determines that the Educator is not making substantial progress toward proficiency, the Evaluator shall recommend to the superintendent that the Educator be dismissed.
    - d. If the Evaluator determines that the Educator’s practice remains at the level of unsatisfactory, the Evaluator shall recommend to the superintendent that the Educator be dismissed.

**20. Timeline For Non PTS Educators or PTS on Improvement or Directed Growth Plans**

<b>Activity:</b>	<b>Completed On or Before:</b>
Superintendent, principal, or designee meets with Evaluators and Educators to explain evaluation process	September 15

Evaluator meets with first-year Educators to assist in self-assessment and goal-setting process  Educator submits self-assessment and proposed goals	October 1
Evaluator meets with Educators in teams or individually to establish Educator Plans (Educator Plan may be established at Summative Evaluation Report meeting in prior school year)	October 15
Evaluator completes Educator Plans	November 1
Evaluator should complete first observation of each Educator	November 15
Educator submits evidence on parent outreach, professional growth, and progress on goals (and other standards, if desired)	January 5
Evaluator should complete mid-cycle Formative Assessment Reports for Educators on one-year Educator Plans	February 1
Evaluator holds Formative Assessment Meetings if requested by either Evaluator or Educator	February 15
Educator submits evidence on parent outreach, professional growth, and progress on goals (and other standards, if desired)	April 15
Evaluator completes Summative Evaluation Report	May 15
Evaluator meets with Educators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory	June 1
Evaluator meets with Educators whose ratings are proficient or exemplary at request of Evaluator or Educator	June 10
Educator signs Summative Evaluation Report and adds response, if any, within 5 school days of receipt	June 15



### Timeline for Educators with PTS on Two-year Plans

<b>Activity:</b>	<b>Completed On or Before:</b>
Superintendent, principal, or designee meets with Evaluators and Educators to explain evaluation process	September 15
Evaluator meets with Educators to assist in self-assessment and goal-setting process  Educator submits self-assessment and proposed goals	October 1
Evaluator meets with Educators in teams or individually to establish Educator Plans (Educator Plan may be established at Summative Evaluation Report meeting in prior school year)	October 15 of Year 1
Evaluator completes Educator Plans	November 1 of Year 1
Evaluator completes unannounced observation, See Section 11 A. IV and V	Any time during the 2-year evaluation cycle
Evaluator completes Formative Evaluation Report	May 15 of Year 1
Evaluator conducts Formative Evaluation Meeting, if any	June 1 of Year 1
Evaluator completes Summative Evaluation Report	May 15 of Year 2
Evaluator conducts Summative Evaluation Meeting if Educator is rated needs improvement or unsatisfactory	June 1 of Year 2
Evaluator conducts Summative Evaluation Meeting, if requested, for Educator rated proficient or exemplary	June 10 of Year 2
Evaluator and Educator sign Summative Evaluation Report	June 15 of Year 2

## **Educators on Plans of Less than One Year**

The timeline for Educators on Plans of less than one year will be established in the Educator Plan.

### **21. Advancement to PTS Status**

In order to attain Professional Teacher Status, the Educator should achieve ratings of proficient or exemplary on each Performance Standard and the overall rating. A principal considering making an employment decision that would lead to PTS for any Educator who has not been rated proficient or exemplary on each performance standard and the overall rating on the most recent evaluation shall confer with the superintendent by May 15th. The principal's decision is subject to review and approval by the superintendent.

### **22. Rating Impact on Student Learning Growth**

ESE will provide model contract language and guidance on rating Educator impact on student learning growth based on state and district-determined measures of student learning. Upon receiving this model contract language and guidance, the parties agree to bargain with respect to this matter.

### **23. Using Student Feedback in Educator Evaluation**

ESE will provide model contract language, direction, and guidance on using student feedback in Educator Evaluation by June 30, 2013. Upon receiving this model contract language, direction, and guidance, the parties agree to bargain with respect to this matter.

### **24. Using Staff Feedback in Educator Evaluation**

ESE will provide model contract language, direction, and guidance on using staff feedback in Administrator Evaluation by June 30, 2013. Upon receiving this model contract language, direction, and guidance, the parties agree to bargain with respect to this matter.

### **25. Transition from Existing Evaluation System**

In terms of determining who will be on-cycle during the first year of implementation, the following matrix will be used in order that approximately 50% of the staff are on-cycle:

- A. Non-PTS
- B. Faculty whose overall performance during FY 12 school year was rated as *failure to meet expectations*
- C. Faculty that were not on the most recent evaluation cycle (evaluation system for 2011-2012)
- D. PTS Volunteers, if necessary

- E. By Lottery, if necessary, conducted by IEA Building Representatives and Building Administrators

## **26. General Provisions**

- A. Only building or district administrators (including the Director of Fine Arts) who are appropriately licensed and designated by the superintendent shall have responsibility for observation and evaluation.
- B. Evaluators shall not make negative comments about the Educator's performance, or comments of a negative evaluative nature, in the presence of students, parents, or other staff, except in the unusual circumstance where the Evaluator concludes that she/he must immediately and directly intervene. Nothing in this paragraph is intended to limit an administrator's ability to investigate a complaint or secure assistance to support an Educator.
- C. The superintendent shall ensure that Evaluators have training in supervision and evaluation, including the regulations and Standards and Indicators of Effective Teaching Practice promulgated by ESE (35.03) and the evaluation Standards and Procedures established in this Agreement.
- D. Should there be a serious disagreement between the Educator and the Evaluator regarding an overall summative performance rating of unsatisfactory, the Educator may meet with the Evaluator's supervisor to discuss the disagreement. Should the Educator request such a meeting, the Evaluator's supervisor must meet with the Educator. The Evaluator may attend any such meeting at the discretion of the superintendent.
- E. The parties agree to establish a joint labor-management evaluation team which shall review the pilot evaluation processes and procedures annually through the first three years of implementation and recommend adjustments to the parties, as well as discuss other parts of the evaluation process noted as needing further negotiations. Recommendations from this team shall be forwarded to the parties for further negotiations and ratification.
- F. Violations of this article are subject to the grievance and arbitration procedures.

**APPENDIX E**  
**SCHOOL NURSES**

The following shall be applicable to the School Nurses:

ARTICLE I

ARTICLE II

ARTICLE III

ARTICLE IV

- A. 1, 2, 3
- B. 1, 2, 3
- C. 1, 2
- D. Add the following: “Subject to the fulfillment of their professional responsibilities, the School Nurse shall have a duty free lunch equivalent in length to the students’ lunch period.”

H.

I.

ARTICLE V

A.

ARTICLE VII

- IA 1. Delete second sentence beginning with the words “Where there is”
- 2. Add the following language: No Nurse who has passed his/her probationary period shall be dismissed due to a reduction in force if there is a probationary nurse holding a position which the non probationary nurse is qualified to fill.
- A. Amend Section B to reflect the following:
  - 1. Separate grouping for Nurses – no bumping across groupings.
  - 2. Provision only applicable to Nurses who have passed their probationary period.

C.

II. Current language not applicable.

Add language covering Nurse Recall Rights

Basic Concepts

1. Notice regarding dismissal
2. L/A procedure during recall period
3. 2 year recall period
4. Only applicable to Nurses who have passed probationary period
5. Expedited arbitration provisions
6. Same standards of review (See D4)

ARTICLE VIII

A-I

ARTICLE IX

ARTICLE X

I A, B

II, A, B, C, D, E, F, G, H, J2, K

ARTICLE XI

ARTICLE XII

ARTICLE XIII

ARTICLE XIV

ARTICLE XV

ARTICLE XVI

ARTICLE XVII

ARTICLE XIX

Current language not applicable  
Add language concerning the Nurse.

Basic Concepts

1. Each new nurse and each nurse hired after a break in service shall be considered as a probationary employee until he/she shall have completed three (3) continuous years of active employment. Probationary nurses may be disciplined, discharged, and otherwise terminated in the sole discretion of the Committee/Administration and any such action shall not be subject to challenge.
2. The District agrees that it will not suspend or discharge any nurse who has passed his/her

probationary period without just cause. (A reduction in force termination is not subject to the just cause provision.)

3. Current Nurses (Nurses employed as of 3/18/93)  
Just cause standard as herein provided is applicable.
4. Provisions for expedited arbitration.

ARTICLE XX

ARTICLE XXI

ARTICLE XXIII

Schedule A

Appendix A

Appendix B

Appendix D (modify form)

Appendix I

Appendix J

Add the following to Article IV:

The nurses may be assigned classroom teaching duties and responsibilities, subject to the following:

They may not be assigned more than five (5) teaching periods per day.

(1983)

## **Nursing Coordinator Job Description**

### **1. General**

The Nursing Coordinator functions as leader of the school health services team. As a health care expert within the school system, the school nurse coordinator is a leader in the development, evaluation and implementation of school health policies

### **2. Duties and Responsibilities**

- a. Be available to assist other team members, as needed, to keep current in computer data entry by either phone or in person.
- b. Coordinate bi-monthly meetings with school physician.
- c. Review and update school health protocol with school health team and school physician at the start of each school year.
- d. Review status of school epi pen prescriptions and refill as necessary.
- e. Coordinate the annual calibration and cleaning of all vision and hearing machines.
- f. Monitor the status of the district wide field trip medication waiver along with the epi pen delegation waiver from the Department of Public Health and renew when necessary
- g. Is the liaison for the Enhanced School Health Grant, and is responsible for all grant related paperwork and meetings.
- h. Assure that all state required paperwork is done in a timely manner at each school.
- i. Act as an informational resource to the Building Principal/s or other team members on any issues related to health or nursing function.
- j. Be a resource to the Building Principal/s in reference to a nurse's evaluation.
- k. Notify the appropriate Building Principal/s of any nurse's performance deficiencies as they interfere with the daily operation of the health room.
- l. The Nursing Coordinator shall recommend to the Superintendent any policies/rules additions, changes, deletion and modifications which the team feels would best serve the nursing needs of the Ipswich School District.
- m. The Nursing Coordinator shall be advised in a timely manner by the Building Principal/s or the Superintendent of any health or staff related issues within the district.

The "School Health Team" shall refer to the School Nurse and the School Physician.

### **3. Appointment**

The Nursing Coordinator will be appointed annually by the Superintendent.

### **4. Supervisor**

The Nursing Coordinator is not a supervisor of the nurses. Each nurse works under the guidance of the School Physician. The supervisor of each nurse is the Building Principal.

### **5. Stipend**

The Nursing Coordinator stipend shall be commensurate with Department Chairs as indicated in Appendix B.

### **6. Qualifications**

The Nursing Coordinator must be a R.N. and must fulfill statutory and regulatory requirements.

7. Evaluation

The Nursing Coordinator will be evaluated in his/her leadership and nursing performance. The evaluation shall be done by the Building Principal in which he/she is housed with input from the other Building Principals.



## School Nurse Job Description

The professional school nurse is an essential member of the educational team responsible for protection, promoting and improving the health status of all students. The unique contribution they make lies in their ability to provide professional health care and to coordinate the resources of the school, home and community as they pertain to the overall health of the students and the staff.

- The goal of the school health program is to maximize each student's potential to learn and grow by promoting wellness and providing quality health services.

This job is defined by several distinguishing factors. The school nurse not only reports to their building principal, but also to the district school physician, and receives general direction and guidance from the Department of Public Health School Health Unit.

### The School Nurse:

- Promotes, implements and upholds the professional standards of nursing practice as established by the Massachusetts Nurse Practice Act.
- Applies nursing practice to the unique needs of individuals, groups and populations of the school.
- Follows state and local health practice statutes and district policies.
- Serves as a medical resource and health advocate for students and staff.
- Assumes the responsibility of appropriate health assessment, planning, intervention and evaluation for all students.
- Plays a key role in identifying health concerns and treatment measures, providing instruction, counseling, and guidance in the maintenance of good health practices and disease prevention.
- Maintains a current Massachusetts Nursing License and DESE licensure.
- Stays current with changes in School Nursing Practice by attending appropriate conferences.

### Duties and Responsibilities:

- Maintains a clean and fully supplied health room, orders and stocks medical supplies for the health room
- Maintains student health records as required both electronically and a physical chart (hard copy)
- Performs health screenings as required by MGL 71 Sec 57 (i.e. vision and hearing screening, scoliosis, and heights, weights and BMI). Recording results in both the chart (hard copy) and on the computer. Sends out referral slips and notifies teachers of students who are having difficulty.
- Monitors compliance with current state immunization and health assessment requirements.
- Supervises prescribed medical treatments and medication administration according to School Committee policy
- Provides assessment, planning, intervention, evaluation, management and referral for appropriate medical care of students with acute/chronic health conditions and in emergency situations.
- Coordinates the provision of first aid supplies for school staff, i.e. disposable gloves, band-aids
- Assists in the development or revision of policies, procedures and work standards for the school health program

- Serves as liaison and facilitator for access to health care resources in the community
- Provides identification, assessment, care planning, referral and follow-up for students with acute/chronic health care needs
- Serves as consultant and resource for health and wellness promotion
- Develops and conducts in-service training sessions for school staff on blood borne Pathogens, epi-pen use and other health related topics as needed
- Compiles and maintains statistics as required by the Department of Public Health
- Communicates effectively with parents and administrators regarding health-related school issues.

**APPENDIX F-1**

**FORM OF LETTER TO SUPERINTENDENT  
FROM TEACHER ELECTING "OPTION II C (1)"**

(Date)

Ipswich Superintendent of Schools  
Payne School Building  
One Lord Square  
Ipswich, MA 01938

Dear \_\_\_\_\_:

I have received notice that it is your intent to dismiss me from the employ of the Ipswich Public Schools effective \_\_\_\_\_. Please be advised that I hereby elect, pursuant to Article VII, II C (1) of the Collective Bargaining Agreement between the Ipswich School Committee and the Ipswich Educators Association, to be put on unpaid leave of absence status for the period set forth in said Article VII, II C (1).

Please be further advised that in consideration of the granting of said leave of absence and the benefits provided in said Article VII, I hereby waive whatever rights I may have under M.G.L. Chapter 32, Section 16 and M.G.L. Chapter 71, Section 42.

I do not challenge the Superintendent's actions under the grievance and arbitration provisions of the Collective Bargaining Agreement. As noted above, I have elected a leave of absence pursuant to Article VII, II C (1).

Please consider this my letter of resignation effective at the end of my recall period. This resignation is subject to my being recalled pursuant to Article VII, II E.

Sincerely,

**APPENDIX F-2**

**FORM OF LETTER TO SUPERINTENDENT  
FROM TEACHER ELECTING "OPTION II C (2)"**

(Date)

Ipswich Superintendent of Schools  
Payne School Building  
One Lord Square  
Ipswich, MA 01938

Dear \_\_\_\_\_:

I have received notice that it is your intent to dismiss me from the employ of the Ipswich Public Schools effective \_\_\_\_\_. Please be advised that I hereby elect, pursuant to Article VII, II C (2) of the Collective Bargaining Agreement between the Ipswich School Committee and the Ipswich Educators Association, to be put on unpaid leave of absence status for the period set forth in said Article VII, II C (2).

Please be further advised that in consideration of the granting of said leave of absence and the benefits provided in said Article VII, I hereby waive whatever rights I may have under M.G.L. Chapter 32, Section 16 and M.G.L. Chapter 71, Section 42.

I do not waive my right to challenge your action (my selection as a person to be RIFed) under the grievance and arbitration provisions of the Collective Bargaining Agreement. As noted above, I have elected a leave of absence pursuant to Article VII, II C (2). In this respect, pursuant to Article VII, II C (2), the specific reasons for my challenge are as follows:

Please consider this my letter of resignation effective upon the end of my recall period. This resignation is subject to my being recalled pursuant to Article VII, Section II E.

Sincerely,

## **APPENDIX G**

This Appendix Intentionally Left Blank.

## APPENDIX H-5

### IPSWICH HIGH SCHOOL BELL SCHEDULE

1997-1998

#### MONDAY, TUESDAY, WEDNESDAY AND FRIDAY

Time	Semester One	Semester Two
7:30 – 8:56	Period One	Period Four
8:56 – 9:01		
9:01 – 10:27	Period Two	Period Five
10:27 – 10:31		
10:31 – 11:21	Directed Study	Directed Study
11:21- 11:24*	1st Lunch: 11:21-11:49 or second lunch 12:09-12:37	
11:24 – 12:37	Period Seven	Period Seven
12:37 – 12:40		
12:40 – 2:06	Period Three	Period Six

#### THURSDAY, Early Release Day (No Directed Study, 1:09 Dismissal)

Time	Semester One	Semester Two
7:30 – 8:56	Period One	Period Four
8:56 – 9:01		
9:01 – 10:27	Period Two	Period Five
10:27– 10:31*	1st Lunch 10:27-10:55 or 2nd lunch 11:12 – 11:40	
10:31 – 11:40	Period Seven	Period Seven
11:40-11:43		
11:43 – 1:09	Period Three	Period Six

\*Lunch determined by location of Period 7 class.

### 5 Day Rotation Schedule

Min/Block	Start	End	Block	M	T	W	Th	F
71	7:45 AM	8:56 AM	A	1	4	2	5 7:45-8:58	3
70	9:00 AM	10:10 AM	B	2	5	3	1 9:02-10:14	4
70	10:14 AM	11:24 AM	C	3	1	4	2 10:18-11:30	5
25	11:28 AM	11:53 AM		Lunch			11:34-11:59	
70	11:57 AM	1:07 PM	D	6	6	R3/R4	6 12:03-1:17	R5/R6
70	1:11 PM	2:21 PM	E	R1/R2	7	7	Early Release	7

Lunch: Two lunches, before and after D Block (On Thurs, before or after C block) (TBD)  
 R= Resource Block (two 35-minutes periods per block)

**APPENDIX I**

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 Educators Association, a personal leave day on

---

Date

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

---

Signature of Teacher

\_\_\_\_\_ Approved

\_\_\_\_\_ Not Approved

---

Signature(s) (Principal/SPED Director)

Date

\_\_\_\_\_ Approved

\_\_\_\_\_ Not Approved

---

Signature (Superintendent)

Date

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



## APPENDIX J

### DRUG-FREE WORKPLACE POLICY – STANDARDS

1. The unlawful possession, use or distribution of illicit drugs and alcohol on school premises or as part of any of its activities is wrong and harmful to the employees and the operation of the school system.
2. The unlawful possession, use, or distribution of illicit drugs and alcohol on school premises or as part of any of its activities is strictly prohibited.
3. Compliance with the terms of this policy, including without limitation the standards of conduct referred to in paragraph 2, is mandatory.
4. Any employee found to be in violation of this policy will be subject to disciplinary action (consistent with local, state, and federal law) including but not limited to suspension, discharge and referral for prosecution. Employees may also be required to participate in a drug abuse assistance or rehabilitation program approved for such purposes by federal, state or local health, law enforcement or other appropriate agency.

Any disciplinary action taken by the Ipswich School Committee/Administration shall be in accordance with (1) any applicable just cause clause of any applicable collective bargaining agreement, and/or (2) any applicable statutory provisions. For example, M.G.L. Chapter 71, Section 42.

5. Each employee, as a condition of employment, is required to notify the Superintendent within five (5) days after he or she is convicted for a violation of any federal or state criminal statute where such violation occurred on school premises or as part of its activities.
6. The Ipswich Public Schools shall provide information about available drug and alcohol counseling and rehabilitation and re-entry programs that are available to employees.
7. Employees shall be given a copy of this policy including, without limitation, the standards of conduct set forth in Section 2 and the statement of sanctions required by Section 4.
8. This policy shall be reviewed at least every two years by the Ipswich School Committee/Administration to determine its effectiveness; to implement changes to the program if they are needed (subject to fulfilling whatever bargaining obligations may exist with the Association); and to ensure that the sanctions required by Section 4 are consistently enforced.

9. The Committee recognizes that in certain cases employee participation in a drug abuse and/or alcohol abuse assistance program may be appropriate. It is not the intent of the parties hereto to establish general rules for all cases. Rather, the Committee and/or the Administration will deal with each case on an individual basis to determine the appropriateness of such a program in the circumstances involved. Nothing contained herein, however, shall be interpreted to negate the appropriateness of disciplinary action under the applicable standard involved.
  
10. Nothing contained herein shall be deemed to restrict or limit in any way the rights of the Ipswich School Committee to take appropriate disciplinary action against employees for the unlawful or inappropriate possession, use, or distribution of illicit drugs and alcohol off school premises.

Acknowledgment of Receipt

Ipswich Public Schools Drug-Free Workplace Policy  
And  
Ipswich Public Schools Regulations Information for Employees on the  
Drug-Free Workplace Act of 1988

TO THE EMPLOYEE:

This acknowledgment must be completed, signed, and returned to your immediate supervisor.

I, \_\_\_\_\_, an employee of the Ipswich Public Schools, hereby certify that I have received a copy of the Ipswich Public Schools Drug-Free Workplace Policy and Drug-Free Regulations Information for Employees regarding the maintenance of a drug-free workplace. I realize that the manufacture, distribution, dispensing, possession, or use of illicit drugs or alcohol is prohibited on this School Committee's premises and violation of this policy can subject me to disciplinary action, including termination of employment. I realize that as a condition of employment by this School Committee, a federal grantee, I must abide by the terms of this policy and will notify the Ipswich School Department of any criminal drug conviction for a violation occurring in the workplace no later than five (5) days after such conviction. I understand that on-the-job drug or alcohol use is specifically prohibited by the Ipswich School Department and that the penalties include termination of employment.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Revised: May 15, 1996

DWLIBDB\291376.v1-10414/01