

AGREEMENT

between the

IPSWICH SCHOOL COMMITTEE

and the

IPSWICH EDUCATORS ASSOCIATION

September 1, 2021 – August 31, 2024

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IPSWICH EDUCATORS ASSOCIATION

THIS AGREEMENT is made and entered into this first (1<sup>st</sup>) day of September 2021 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 Educators 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 “educators”) 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, Board Certified Behavior Analysts 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 educators 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 educators (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 educators and nurses, suspend or dismiss the educators 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 educators in their rights of compensation and the conditions under which they perform their duties, and by giving the educators 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 educators, 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 educators and the fact that educators' 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 educators 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 eleven (11) members as follows:

1. The President of the Association, or their designee.
2. One (1) Elementary educators from each elementary school, one (1) Middle School educator and one (1) High School educator elected from the full-time educating staff of the Ipswich School System, such election to be conducted by the Ipswich Educators Association.
3. The Chairperson of the School Committee, or their designee.
4. Two members of the School Committee
5. The Superintendent of Schools, or their designee.

## 6. One (1) 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 their designee. It is understood that either party may invite guest speakers to speak to certain issues by mutual agreement.

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 shall be required to wear visible (i.e. exterior of clothing) identification badges. The district shall provide said badges and holder to each employee at the beginning of the school year. The district shall provide up to 2 replacement badges per year for employees as necessary free of charge. If additional badges are needed, the employee will pay a nominal fee not to exceed the actual replacement cost.

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 their 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 their 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 their designee within the Association, to the Superintendent,

or in their absence, their designated representative, who shall, within five (5) school days thereafter, meet with the employee and the said President or their 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 their 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 their 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 their 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 educator requests early dismissal for personal reasons, the principal may grant such request at their discretion.

3.        Classroom educators and other educators 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 educators' professional duties and responsibilities will require the educators' presence, at school, beyond the regular school hours for pupils. Therefore, educators 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 educators may be required to report 25 minutes before the regular school hours for pupils. Educators 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 educators' obligations under Section B 5, After School Meetings.

4.        Specialists (physical education, art, music, guidance counselors, specific learning disabilities, technology education, and remedial educators) 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, 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 2016-2017 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 educator'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 educators to change their hours provided that not more than ten educators, system wide, may be so required. Any educator 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 educator'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 educator'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. Educators 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 educators 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 184days, consisting of the following:

- (a) 181 days of instruction.
- (b) 3 orientation/workshop days:
  - (1) One day for educators 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 schedule (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 either 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. Educators 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 their 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 educators 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 educator.
- (3) Educators 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 Educator Conferences

Attendance at Parent-Educator Conferences is required. Active participation in such meetings is consistent with an educator's professional responsibility.

(1) In the event that an educator is required to attend a third evening meeting with parents, they 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 educators shall have a duty-free lunch period equivalent in length to the students' lunch period.

C.2. High School: High School educators shall in addition to their lunch period have one planning period each day during which they will not be assigned to any other duties. In any year in which the High School implements the "5 Day Rotation" schedule (see Appendix H), High School educators waive the right to one planning period each day; instead, High School

educators shall in addition to their lunch period have six (6) planning periods per rotation during which they won't be assigned to any other duties.

C.3. Middle School: Middle School educators 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 educator'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 educators 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 educators a minimum of 150 minutes per week of planning time.

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

Educators will hold parent conferences for 2 hours in the evening in the fall and 2 hours in the evening in the spring. Educators will be paid a stipend of \$200 for the year for these evening conferences.

(A) Elementary Early Release: The school department will utilize 2 administrative planned early release days for afternoon conferences, 1 hour, 40 minutes in the fall and 1 hour, 40 minutes in the spring. During the school year, 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>
--------------	---------------	---------------------------	-------------------

K-5	11	Parent conference	Educators/Administration
K-5	20	Professional activities	Educators
K-5	3	Professional activities	Administration
K-5	2	Placement	Educators/Administration

The following shall be applicable for the school year:

(1) Grades K-5 educators 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 educator 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. Parent conferences for half-day kindergarten shall take place on four (4) 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 educators shall not be assigned more than five (5) teaching periods per day. Special educators in the elementary and secondary (physical education, art, music, guidance counselors, home economics, special learning disabilities, industrial arts and remedial educators) may be assigned more than five (5) teaching periods per day, but not more than five and one-half (5 1/2) work hours.

“Special Educators” 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) Educator 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) Educator 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) Educator 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 educators shall not be required to teach in more than three (3) curriculum areas, provided that such educators 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 educators, 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 educator as well as the student, educator 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 educators, for the time over and beyond the regular workday as hereinbefore set forth, the Superintendent or their designee may work out with the individual concerned an arrangement for compensatory time off, or additional proportional pay compensation. No educator 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 educators to directed study as a supervisory period. It is contemplated that specialists and guidance counselors will not be assigned directed study.
2. Educators may be assigned detention and bus duty as supervisory.
3. Under normal circumstances, educators will not be assigned homeroom duty.
4. Under normal circumstances, educators, 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. Educators may be assigned other supervisory responsibilities consistent with past practice, subject to the above.

C.10. The work year for program managers shall include an additional six (6) days (instead of an additional four (4) days) outside of the work year for educators in the bargaining unit. (The added two days shall be worked in the summer and shall be paid at the employee's per diem rate.)

C.11. The District shall provide a reasonable number of boxes for educators moving from one room to another or from one site to another due to a transfer. If, in the beginning of the school year, the transferred educator requests, the District shall endeavor to remove unwanted items left in the classroom by the predecessor educator at least two weeks prior to the start of the school year.

## **ARTICLE V      TEACHING ASSIGNMENTS AND TRANSFERS**

A. Educators 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 educators 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 educator or educators 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 educator's use.

B. In order to assure that the pupils are taught by educators working within their areas

of competence, educators 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 educator 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 educator involved and the Superintendent, or their designee, at which time the educator shall be notified of the reasons for the assignment or transfer. In the event that an educator objects to the assignment or transfer at this meeting, the Ipswich Educators Association will, upon request of such educator, send a representative to meet with the Superintendent, or their designee, to discuss the assignment or transfer.

D. Educators shall not be required to keep registers.

E. Educators 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. Educators may apply to job share, subject to the following terms and conditions:

1. The educator involved must be certified in the shared job.
2. The job sharing request may not exceed one (1) school year. (Educators may reapply the following year, however.)
3. The job sharing application by the educators 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. Educators 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 educators work at least 20 hours per week. In the event the educator does not work at least such amount, no insurance shall be provided.
6. Educators who job share shall be entitled to seniority credit during the job share year based upon the proportionate time worked (50% Educator = 50%; 40% Educator= 40%).

- 7. Both job share educators may be required by the Administration to attend meetings.
- 8. Job sharing educators may be required to team teach up to the first eight (8) teaching days of the school year. The job sharing educators 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% educator 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 educator
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 educator due to a reduction in force provided, however, the educator 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 educator with professional teacher status or BCBA who has completed three (3) consecutive years of service as a licensed and certified BCBA with the District. will be dismissed due to a reduction in force if there is an educator without professional teacher status or a BCBA who has completed three (3) consecutive years of service as a licensed and certified BCBA with the District holding a position which the teacher with professional teacher status or BCBA who has completed three (3) consecutive years of service as a licensed and certified BCBA with the District is qualified to fill. Where there is more than one such educator without professional teacher status or a BCBA who has completed three (3) consecutive years of service as a licensed and certified BCBA with the District, the Superintendent shall determine which educator or BCBA is not to be reappointed and/or dismissed and their position assigned to the educator with professional teacher status or BCBA who has completed three (3) consecutive years of service as a licensed and certified BCBA with the District.

B. In the event an educator with professional teacher status, a BCBA who has completed three (3) consecutive years of service as a licensed and certified BCBA with the District 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 educators with professional teacher status, BCBA who has completed three (3) consecutive years of service as a licensed and certified BCBA with the District and/or school nurses is to be dismissed: (i) qualifications and history of performance, including factors of job performance in the educator's or BCBA'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 educators or BCBA 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 educators with professional teacher status or BCBA who has completed three (3) consecutive years of service as a licensed and certified BCBA with the District they contemplates will be dismissed, hereinafter sometimes called "affected educator(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 educators". In the event of disagreement, the specific reasons shall be set forth.

C. The affected educator(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 educator's recall rights, infra. Upon expiration of the educator's recall rights, the educator 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 educator waiving their 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 educator 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 their 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 educator'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 educator's election to proceed under this Article, then the costs of the arbitration proceeding shall be shared equally between the District and the affected educator with such parties bearing the expense of preparing and presenting its own case. The fact that the Association does not join in the affected educator's election to proceed under the Article shall not bar the affected educator 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 their determinations. The arbitrator shall not substitute their 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) An educator with professional teacher status or BCBA who has completed three (3) consecutive years of service as a licensed and certified BCBA with the District who elects one of the options under Section II C of this Article or who does not contest their dismissal under M.G.L. Chapter 32 and/or Chapter 71, shall have recall rights, as hereinafter provided, for two years from the educator's or BCBA'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 educator's two year recall period.
  - (2) In filling positions which become vacant on other than a temporary basis whenever educators with professional teacher status or BCBA who has completed three (3) consecutive years of service as a licensed and certified BCBA with the District have recall rights under this Article, such vacancies shall be filled in the following manner:
    - a. No new educator shall not be hired for a position when there is an educator with professional teacher status or BCBA who has completed three (3) consecutive years of service as a licensed and certified BCBA with the District with recall rights who, in the judgment of the Superintendent, is qualified to fill such position.
    - b. As among educators with professional teacher status or BCBA who has completed three (3) consecutive years of service as a licensed and certified BCBA with the District 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 educator's, or leave of absence educator's, as the case may be, last known email address, with an email copy of such notice being sent to the Association. The recalled educator shall have two weeks after the date of the email to accept the recall. In the event the recalled educator 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) An educator with professional teacher status or BCBA who has completed three (3) consecutive years of service as a licensed and certified BCBA with the District who elects one of the options under Section II C of this Article or who does not contest their dismissal under M.G.L. Chapter 32 and/or Chapter 71 shall be entitled to retain their 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) An educator with professional teacher status or BCBA who has completed three (3) consecutive years of service as a licensed and certified BCBA with the District recalled under this Article shall have all of the benefits to which they were entitled prior to their 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 they occupied upon receipt of notice of termination or exercise of option, as the case may be, provided they would have advanced to such step had they 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 educator 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 educator 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, an educator shall be placed on the salary schedule at the level the educator would have achieved if the educator remained actively employed in the system during the period of their leave of absence.

An educator 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 educators and students.

b. Details

Educators 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. Educators may use their sick leave to take care of an ill or injured member of the educator'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 their approval. In the event the Superintendent denies any such request, their denial is not challengeable.
- D. Immediate family as used herein shall mean:

Parents and step-parents, spouse, domestic partner (as defined by MA law), siblings, mother-in-law, father-in-law, children, or persons residing in the household. 2. An educator who is not the parent giving birth to the child may use up to fifteen (15) days of accrued sick leave to cover the educator's absence for the birth of their child or for the adoption of a child commencing with the day following the birth or placement of the child with the educator for adoption. Such accrued sick leave shall only be used during the 15 calendar days, excluding Saturdays, Sundays, and legal holidays, following the birth of the child/placement of the child for adoption. (For example, an educator who adopts a child on July 1<sup>st</sup> is not entitled to use any paid sick leave following the placement of the child for adoption as the fifteen days following the birth of the child, excluding Saturdays, Sundays and the legal holiday on the 4<sup>th</sup> of July, are not work days.) The educator requesting to use sick leave for such purpose must provide the Human Resources Department with written notice at least one month prior to the anticipated date the leave is to commence or with as much notice as the educator can provide under the circumstances.

3. Sick leave days under sections c.1 and c.2 shall not exceed fifteen (15) days per contract year in the aggregate.

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, shall have the same definition as in Article VIII.B.c.1.D).
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. In the event of the loss of a child(ren) due to miscarriage or stillbirth educators may be entitled to up to five (5) days at the time of this loss.
4. 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.
5. Subject to the approval of the Superintendent, additional days may be granted.
6. School Principals may authorize educators 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

The Ipswich Public Schools will provide two (2) personal days per school year. Personal days are not cumulative. All personal leave usage must be requested in writing to the employee's Principal/Supervisor at least forty-eight (48) hours in advance except in case of emergency. Personal leave requests shall be responded to by Principals within twenty-four (24) hours. Employees are encouraged to request days as far in advance as is practicable.

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

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

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 educator meetings may be required by the Superintendent following attendance by an educator 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) An educator may not utilize more than one (1) of such days per school year.
- (2) An educator who wishes to utilize one (1) of these days must advise the Superintendent, or their designee, in writing, on or before the first day of school of the school year involved that they wish to utilize one (1) of the days and the day requested. If more than five educators request such days, the names of the educators 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 educator 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 educator has completed less than three (3) continuous years of service in the Ipswich School System, and such leave would increase their 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 educator shall enter into a written agreement with the School Committee that upon a termination of such leave they 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, they will refund to the Town an amount equal to such proportion of salary received by their 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 an educator on such professional leave shall be at the following rates:

- a. Fifty percent (50%) of the salary an educator would have received for the year on leave if the educator 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 educator would have received for the year on leave, pro-rated for one-half (1/2) year, if the educator 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 educator's regular salary which they would have received for the year or one-half (1/2) year on leave if the educator remained in the Ipswich Schools.

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

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

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

1. Parental Leave (Statutory)
  - A. M.G.L. Chapter 149, Section 105D (Up to eight weeks)

An educator 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)

An educator 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)

An educator 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 educator 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 an educator 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 their contribution toward the health insurance premium.

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

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

A. The educator must be a PTS teacher or a BCBA who has completed three (3) consecutive years of service as a licensed and certified BCBA with the District.

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

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 school year. :

Educators opting to take leave for one school year, beyond the school year in which the leave commences, must provide the District with notice of their anticipated return by December 1 of the school year for which they are on leave. Failure to provide timely notice may be interpreted as the educator's voluntary resignation.

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

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

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

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

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

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

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

- (a) The educator continues to work until such time as they are disabled. The District may require the educator 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. Educators on extended child rearing leave shall notify the Superintendent by March 15 of the school year preceding the school year of their return of their intent to return. Failure to so notify the Superintendent may be deemed a resignation by the Committee/Administration.

## **ARTICLE X EDUATOR 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, 2021 to September 1, 2024. The schedule recognizes the professional status of educators or a BCBA who has completed three (3) consecutive years of service as a licensed and certified BCBA with the District.

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 educator 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 educator’s

choice of payment schedule. Each educator shall notify the payroll office, in writing, by June 1 of the preceding school year as to which payroll schedule they desire. Commencing with the first Thursday in the educator 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 educators selecting the 26 pay option.

All employees shall receive their pay through direct deposit. (Each employee who has not been receiving their pay through direct deposit shall provide the required signed authorization forms to facilitate direct deposit to the Human Resources office of the Ipswich Public Schools at least three weeks prior to the start of the work year.)

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. Educators may move from one preparation category to another on the salary schedule annually at the beginning of the school year provided that the educator has notified the Director of Finance and Operations and the Superintendent on or before January 15<sup>th</sup> of the prior school year that the educator anticipates advancing to another preparation category.
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

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 the start of the work year and (b) the Superintendent and the Director of Finance and Operations have been given written notice of the expected movement by January 15 preceding the date of the expected 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.)

*[Paragraph 3 of Text of Section II.D. of Article X effective until the start of the 2022-2023 school year. For text of paragraph 3 forward effective the start of the 2022-2023 school year, see below.]*

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 seven-year period only, except for programs ending in a college degree. (Colleges generally limit credit use to seven (7) years.)

Unit members hired prior to the ratification of this agreement, February 20, 2022, who have earned 15 credits beyond a Master's degree may have credits older than 7 years. Subject to the requirements of the CBA and this provision, these members will be held harmless and be placed on the M+15 column upon reinstatement of the M+15 Column to the salary schedule. Unit members shall notify Human Resources and/or the Director of Finance within 30 days of execution of this Agreement in order to be placed on M+15 for the appropriate subsequent school year.

E. PLACEMENT ON THE SALARY SCHEDULE

1. New Educators: Educators hired from and after 2/--/86

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

2. Current Educators(Educators Employed as of 2/--/86)

Subject to Article X.E and Appendix A2, a, b, c, and d, an educator 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 EDUCATORS

1. All educators' classes will be provided with a substitute in the event of absence of the assigned educator 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. Educators shall receive extra assignment pay as set forth in Appendix "B" which is incorporated herein by reference for the assignments set forth therein.

2. Effective summer 2019 and summer 2020, educators will be paid at the rate of \$40.00 per hour for the hours the teacher is teaching in the summer program for the Ipswich Public Schools. Effective starting with the summer of 2021, educators will be paid at the rate of \$45.00 per hour for the hours the educator is teaching in the summer program for the Ipswich Public Schools

#### I. RESIGNATIONS

An educator 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 educators at maximum step, subject to the following terms and conditions:

- (a) The educator is given appropriate notice, through the evaluation process, that they are at risk in terms of the Administrator recommending withholding of wage increases based upon job performance. The Administrator must set forth: (1) that the educator is "at risk" regarding the withholding of their wage increase and (2) the basis upon which they are making their recommendation, i.e. which criteria they find not acceptable in terms of the educator's performance and the reasons why they find such performance not acceptable.
- (b) Withholding may take place only after the educator receives two (2) successive yearly notices that they are "at risk" of losing their wage increase.
- (c) An educator 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 educator improve.

- (f) The Superintendent shall notify the Association and affected educator, in writing, that it is their intent to recommend withholding of the increase no later than April 1 of the school year preceding the scheduled increase. The Association and affected educator 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 their 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 educator 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 educators have been appointed, they will be utilized, if possible, to help the educator.

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.'

#### **K. BOARD CERTIFIED BEHAVIOR ANALYSTS (BCBAs)**

Unless otherwise explicitly provided herein, all provisions of this agreement shall apply to BCBAs effective September 1, 2021.

##### **1. BCBA Licensure and Certification**

All BCBAs shall be required to maintain licensure through the Behavior Analyst Certification Board. The cost of maintaining such licensure shall be borne solely by the BCBA.

All BCBAs shall be required to maintain an active certification through the Massachusetts Board of Allied Mental Health and Human Services Professions. The cost of maintaining such certification shall be borne solely by the BCBA. In the event that the federal or state government requires additional licensure or certification in order to maintain BCBA status, BCBAs shall be required to obtain and maintain such license or certification. The cost of maintaining such license and/or certification shall be borne solely by the BCBA unless federal or state funding is provided to the district for the sole purpose of assisting BCBAs to obtain the additional licensure or certification.

##### **2. JUST CAUSE**

A BCBA who has been employed as a BCBA in the District for less than ninety calendar days may be dismissed without cause and is deemed an employee at will.

A BCBA who has been employed as a BCBA in the District for at least ninety calendar days shall not be dismissed unless they have been furnished with written notice of intent to dismiss and with an explanation of the grounds for the dismissal in sufficient detail and to permit the BCBA to respond, and, if they so request, be given a reasonable opportunity within ten (10) school days after receiving such written notice to review the decision with the principal or superintendent, as the case may be, and to present information pertaining to the basis for the decision and to the BCBA's status. The BCBA receiving such notice may be represented by an attorney or other representative at such a meeting with the principal or superintendent.

Once a BCBA has completed three (3) consecutive years of service as a BCBA with the District,



the BCBA shall not be dismissed absent just cause. Just cause herein shall be defined as inefficiency, incompetency, incapacity, conduct unbecoming, insubordination, or failure on the part of the BCBA to satisfy performance standards.

In the event the dismissal of a BCBA is in dispute, such dispute shall be settled through the contractual grievance and arbitration procedures.

### 3. WORK DAY AND WORK YEAR

BCBAs shall work the educator work day and work year, as defined in Article IV of the collective bargaining agreement. Any days and/or hours worked beyond the educator work day and/or educator work year shall be compensated at the contractual per diem or hourly rate

### 4. IN-HOME SERVICES

With reasonable notice, BCBAs shall be required to provide in-home services as required by the District. When a BCBA is required to provide in-home services during the contractual work day, the BCBA shall receive their regular compensation. When the BCBA is required to provide in-home services outside the contractual work day, up to a maximum of 4 hours per month, it will be in lieu of attending after school faculty meetings.

No BCBA will be required to provide in-home services prior to the start of the educator work day as defined in Article IV of the collective bargaining agreement nor any later than 5pm on any work day

### 5. SUPERVISION OF REGISTERED BEHAVIOR TECHNICIANS

BCBAs shall be required to supervise Registered Behavior Technicians (RBTs). Such supervision shall include, but not be limited to, completing the required competency assessments and day-to-day supervision.

The District will endeavor to have BCBAs assigned a supervisory caseload of no more than 10 RBTs (or full-time equivalent) at any given time.

### 6. PLANNING TIME

Board Certified Behavior Analysts will be guaranteed a minimum of 350 minutes per week of self-directed preparatory time for the purposes of planning, observations, and administrative work such as writing reports.

## **ARTICLE XI            EDUCATOR PROTECTION AND LIMITATIONS**

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

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

- a. Educators 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, educators 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 educator's report will be forwarded to the Committee or their designee. The Committee will comply with any reasonable request from the educator or the Association for information in its possession relevant to the incident, persons directly involved, and will otherwise reasonably act and cooperate with the educator, 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 educator, the Committee recognizes it has a responsibility to the educator 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 an educator 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 educator 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 educators individually and voluntarily authorize the Committee to deduct, and to transmit the moneys promptly to such associations or association. Educators' authorizations will be in writing. [See law permitting payroll deduction of Educators' 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 educators individually and voluntarily authorize the Committee to deduct, and to transmit the moneys deducted for the MTA Credit Union promptly to the MTA. Educators' authorizations will be in writing. In the case of Savings Bond deductions, the educators 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 party 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      COURSE APPROVAL AND TUITION REIMBURSEMENT**

**A. Course Approval**

Educators shall request approval for course credits towards category changes and/or tuition

reimbursement.

To be eligible for tuition reimbursement, the educator must obtain the Superintendent's approval for the course prior to starting the course. The Superintendent's approval is also required for a course to count toward salary schedule category changes.

Educators shall apply for course approval in writing on a form supplied by the Superintendent in advance of the start of the course. Digital forms are available on the District website under Staff Resources and hard copies can be found in the main office of each school building. . An educator requesting approval for a course shall submit the completed form to the Office of the Superintendent for approval, which shall not be unreasonably withheld. A copy of the form will be shared with the educator with a decision regarding approval, including the date and time it was submitted to the Office of the Superintendent.

## **B. Tuition Reimbursement**

Not more than \$20,000 per fiscal year will be spent for tuition reimbursement, which amount shall be budgeted by the Committee. In the event the \$20,000 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>. Only graduate courses of up to and including four (4) credits shall be eligible for reimbursement. Educators shall be eligible for reimbursement for tuition, but not lab or material fees, supplies, expenses, books, etc. subject to satisfying the requirements in this Article. Additionally, educators shall be eligible for reimbursement for both tuition and non-discretionary fees at Massachusetts State Universities.

### **1. Procedure:**

A educator whose course has been approved by the Superintendent will be notified via email as to whether or not the request was approved for reimbursement or waitlisted. Within two (2) weeks of the start of the course, the educator will submit the tuition bill and proof of payment to the Office of the Superintendent . Failure to submit the tuition bill and proof of payment can result in forfeiture of the reimbursement and the next educator on the waitlist will be moved forward for reimbursement.

### **2. Reimbursement:**

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

(a) The educator must obtain a grade of B or better and present a copy of their final grade to the Office of the Superintendent within one month of the course end date To receive reimbursement, the final grade must include the educator's name, course title and the grade earned by the educator.

An educator will be reimbursed for approved graduate courses up to a maximum of \$800 per

educator per year (subject to the one course per educator per round limit below).

Reimbursement will be based on a "first come, first served basis" based on the date and time the educator submitted the request for approval to the Office of the Superintendent and will be dependent on fund availability in the Round for which the educator's reimbursement is applied. The course end date determines the specific reimbursement round.

(b) Reimbursement will be determined in three rounds per fiscal year:

SPECIFIC ROUND	DATES	AGGREGATE AMOUNT OF REIMBURSEMENT AVAILABLE FOR THE SPECIFIC ROUND AND FISCAL YEAR
First Round	June 1 to August 31	\$12,000
Second Round	September 1 to December 31	\$4,000
Third Round	January 1 to May 31	\$4,000

Funds will be reserved for reimbursement based upon the date and time of educator 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 an educator does not complete the requirements for reimbursement, the next educator(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.

Educators may receive reimbursement for one course per round. If an educator seeks reimbursement for more than one course in a given round, the following shall apply:

- 1) Subject to this Article, the educator shall be reimbursed for one course (up to the total course cap of \$800).
- 2) Should all eligible educators who sought reimbursement for a course, receive reimbursement during a given round, and there are remaining funds, the educator may have a second course reimbursed (up to the total course cap of \$800).
- 3) Should all eligible educators who sought reimbursement for course(s), receive reimbursement during a given round, and there are remaining funds, the educator may have a third course reimbursed (up to the total course cap of \$800).

#### **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 their knowledge. Educators will have the right to submit a written answer to such material and attach to the file copy.

C. A single personnel file will be maintained for each educator by the District. Additional personnel files will not be created or maintained by administrators or School Committee members. Educators will have the right to review and/or duplicate the contents of their personnel file consistent with law. An educator who would like to view and/or duplicate the contents of their file will submit a request to do so in writing to the Superintendent's office, or their designee. Every effort will be made to honor such a request within 24 hours, but in all cases consistent with law. An educator may, if they wish, have a representative of the Association accompany them 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. An educator may revoke their 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 educator may make a request to the Committee, based upon emergency reasons, to revoke their 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) An educator 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 they receive 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 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 educator has 205 accumulated sick leave days.

(a)  $50 \times \$25.00$  (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, subject to the following conditions:

1. Each school year, each PTS teacher or a BCBA who has completed three (3) consecutive years of service as a licensed and certified BCBA with the District may become a member of the Bank for that year by donating to the Bank one (1) day of sick leave to which they are entitled. Such donation will be made by September 30 of that year. A PTS teacher or a BCBA who has completed three (3) consecutive years of service as a licensed and certified BCBA with the District 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 or a BCBA who has completed three (3) consecutive years of service as a licensed and certified BCBA with the District who deposit days to the Bank as provided in paragraph 1, above, shall be eligible to withdraw sick days from the Bank, subject to the terms and conditions of this Article during that school year.

3. If the Bank goes below 180 days at the start of any school year, PTS teachers or a BCBA who has completed three (3) consecutive years of service as a licensed and certified BCBA with the District, 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 or a BCBA who has completed three (3) consecutive years of service as a licensed and certified BCBA with the District must have exhausted their annual and accumulated sick leave and must present a physician's statement certifying a disability, illness or accident which will result in long term illness or injury. In determining eligibility, the SLBC may consider a PTS teacher's or a BCBA who has completed three (3) consecutive years of service as a licensed and certified BCBA with the District 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 or a BCBA who has completed three (3) consecutive years of service as a licensed and certified BCBA with the District, 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 educators 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 educators directly affected desire to implement the idea.
- b. A trial period is agreed to by the Superintendent, the administration and the educators 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 educators 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

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

2. EDUCATOR EVALUATION

The Educator

Evaluation Agreement is set forth in Appendix D.1.

**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. Five members of the Committee shall be designated by the Superintendent, and five by the Association. The Joint Committee shall be co-chaired by a representative of the educators 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 ASSOCIATION RIGHTS**

**1. Litigation Attendance: An IEA delegate whose appearance is required before any judicial, quasi-judicial, or administrative tribunal, including but not limited to arbitration, mediation, or fact-finding proceedings, shall not lose any compensation for the performance of such obligations for up to 2 days per unit per school year. If the proceedings were initiated by the Association, then the Association shall pay for the cost of the substitute.**

**2. President Release Time: The position of the Association President shall be relieved of all non-teaching duties, provided that the Association President arranges for coverage for missed non-teaching duties.**

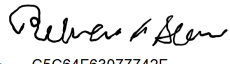
**3. MTA Annual Meeting: One (1) Unit A delegate of the Association shall be granted one (1) day’s leave with pay to attend the MTA Annual Meeting. The district shall be notified with reasonable advance notice.**


**ARTICLE XXVII DURATION**

“This Agreement shall become effective September 1, 2021 , except as otherwise provided herein, and shall continue in full force and effect until August 31, 2024 , 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 20<sup>th</sup> day of February 2022.

DocuSigned by:  
  
12/1/2022  
65C64F63677742F...  
Becky Slawson, President  
Ipswich Educators Association

DocuSigned by:  
  
11/21/2022  
605E5DB854B5416...  
Greg Stevens, Chairperson  
Ipswich School Committee

**APPENDIX A  
SALARY SCHEDULES**

Year	Effective Day	Increase
Year 1	First day of the 2021-2022 work year	2%
	Delete Step 1 and Step 2 from the salary schedule	
Year 2	First day of the 2022-2023 work year	2%
	Add a new Step 16 to the salary schedule (Step 16 will equal 1% above the value of the 2021-2022 work year Step 15 + 2%)	
Year 3	Frist day of the 2023-2024 school year	2%

**Percent increases shall apply to all steps and lanes of the salary scale.**

<b>FY22</b>	<b>2% Increase</b>							
<b>Step</b>	<b>Bach</b>	<b>B15</b>	<b>B30</b>	<b>Master</b>	<b>M15</b>	<b>M30</b>	<b>M45</b>	<b>M60</b>
3	\$ 46,502	\$ 48,963	\$ 52,017	\$ 53,031	\$ 55,020	\$ 59,012	\$ 61,007	\$ 62,895
4	\$ 48,356	\$ 50,818	\$ 54,272	\$ 55,429	\$ 57,531	\$ 61,402	\$ 63,394	\$ 65,387
5	\$ 50,206	\$ 52,675	\$ 56,525	\$ 57,812	\$ 59,806	\$ 63,793	\$ 65,775	\$ 67,778
6	\$ 52,057	\$ 54,520	\$ 58,783	\$ 60,200	\$ 62,197	\$ 66,187	\$ 68,182	\$ 70,172
7	\$ 53,910	\$ 56,374	\$ 61,044	\$ 62,600	\$ 64,592	\$ 68,578	\$ 70,572	\$ 72,563
8	\$ 55,759	\$ 58,224	\$ 63,297	\$ 64,990	\$ 66,980	\$ 70,969	\$ 72,965	\$ 74,954
9	\$ 57,612	\$ 60,078	\$ 65,555	\$ 67,382	\$ 69,378	\$ 73,361	\$ 75,357	\$ 77,350
10	\$ 59,462	\$ 61,929	\$ 67,816	\$ 69,778	\$ 71,767	\$ 75,755	\$ 77,750	\$ 79,740
11	\$ 62,782	\$ 65,643	\$ 71,660	\$ 73,665	\$ 75,770	\$ 79,979	\$ 82,088	\$ 84,191
12	\$ 66,502	\$ 69,314	\$ 75,902	\$ 78,100	\$ 80,259	\$ 84,580	\$ 86,744	\$ 88,904
13	\$ 70,254	\$ 73,016	\$ 80,181	\$ 82,569	\$ 84,785	\$ 89,223	\$ 91,441	\$ 93,658
14	\$ 70,956	\$ 73,744	\$ 80,984	\$ 83,393	\$ 85,632	\$ 90,117	\$ 92,356	\$ 94,596
15	\$ 71,665	\$ 74,482	\$ 81,793	\$ 84,229	\$ 86,490	\$ 91,018	\$ 93,280	\$ 95,542
<b>FY23</b>	<b>2% Increase</b>							
<b>Step</b>	<b>Bach</b>	<b>B15</b>	<b>B30</b>	<b>Master</b>	<b>M15</b>	<b>M30</b>	<b>M45</b>	<b>M60</b>
3	\$ 47,432	\$ 49,942	\$ 53,057	\$ 54,091	\$ 56,120	\$ 60,192	\$ 62,227	\$ 64,153
4	\$ 49,323	\$ 51,835	\$ 55,358	\$ 56,537	\$ 58,682	\$ 62,630	\$ 64,662	\$ 66,695
5	\$ 51,211	\$ 53,728	\$ 57,656	\$ 58,968	\$ 61,002	\$ 65,069	\$ 67,090	\$ 69,134
6	\$ 53,098	\$ 55,610	\$ 59,958	\$ 61,404	\$ 63,440	\$ 67,511	\$ 69,546	\$ 71,575
7	\$ 54,988	\$ 57,502	\$ 62,265	\$ 63,852	\$ 65,883	\$ 69,949	\$ 71,983	\$ 74,014
8	\$ 56,875	\$ 59,388	\$ 64,563	\$ 66,290	\$ 68,320	\$ 72,388	\$ 74,424	\$ 76,453
9	\$ 58,764	\$ 61,280	\$ 66,867	\$ 68,730	\$ 70,766	\$ 74,829	\$ 76,864	\$ 78,897
10	\$ 60,651	\$ 63,168	\$ 69,172	\$ 71,174	\$ 73,203	\$ 77,271	\$ 79,304	\$ 81,334
11	\$ 64,038	\$ 66,956	\$ 73,093	\$ 75,139	\$ 77,285	\$ 81,579	\$ 83,729	\$ 85,875

<b>12</b>	\$ 67,832	\$ 70,700	\$ 77,420	\$ 79,662	\$ 81,864	\$ 86,272	\$ 88,479	\$ 90,682
<b>13</b>	\$ 71,659	\$ 74,476	\$ 81,785	\$ 84,220	\$ 86,481	\$ 91,008	\$ 93,270	\$ 95,532
<b>14</b>	\$ 72,375	\$ 75,219	\$ 82,604	\$ 85,061	\$ 87,345	\$ 91,919	\$ 94,203	\$ 96,488
<b>15</b>	\$ 73,099	\$ 75,972	\$ 83,429	\$ 85,913	\$ 88,220	\$ 92,838	\$ 95,146	\$ 97,453
<b>16</b>	\$ 73,829	\$ 76,732	\$ 84,263	\$ 86,772	\$ 89,102	\$ 93,766	\$ 96,097	\$ 98,428
FY24	2% Increase							
<b>Step</b>	<b>Bach</b>	<b>B15</b>	<b>B30</b>	<b>Master</b>	<b>M15</b>	<b>M30</b>	<b>M45</b>	<b>M60</b>
<b>3</b>	\$ 48,380	\$ 50,941	\$ 54,118	\$ 55,173	\$ 57,243	\$ 61,396	\$ 63,472	\$ 65,436
<b>4</b>	\$ 50,310	\$ 52,872	\$ 56,465	\$ 57,668	\$ 59,855	\$ 63,883	\$ 65,955	\$ 68,029
<b>5</b>	\$ 52,235	\$ 54,803	\$ 58,809	\$ 60,147	\$ 62,222	\$ 66,370	\$ 68,432	\$ 70,516
<b>6</b>	\$ 54,160	\$ 56,723	\$ 61,157	\$ 62,632	\$ 64,709	\$ 68,861	\$ 70,936	\$ 73,007
<b>7</b>	\$ 56,088	\$ 58,652	\$ 63,510	\$ 65,130	\$ 67,201	\$ 71,348	\$ 73,423	\$ 75,494
<b>8</b>	\$ 58,012	\$ 60,576	\$ 65,854	\$ 67,616	\$ 69,686	\$ 73,836	\$ 75,912	\$ 77,982
<b>9</b>	\$ 59,939	\$ 62,505	\$ 68,204	\$ 70,104	\$ 72,181	\$ 76,325	\$ 78,401	\$ 80,475
<b>10</b>	\$ 61,864	\$ 64,431	\$ 70,555	\$ 72,597	\$ 74,667	\$ 78,816	\$ 80,891	\$ 82,961
<b>11</b>	\$ 65,318	\$ 68,295	\$ 74,555	\$ 76,642	\$ 78,831	\$ 83,210	\$ 85,404	\$ 87,592
<b>12</b>	\$ 69,189	\$ 72,114	\$ 78,969	\$ 81,256	\$ 83,501	\$ 87,997	\$ 90,248	\$ 92,496
<b>13</b>	\$ 73,092	\$ 75,966	\$ 83,420	\$ 85,905	\$ 88,211	\$ 92,828	\$ 95,135	\$ 97,442
<b>14</b>	\$ 73,823	\$ 76,723	\$ 84,256	\$ 86,762	\$ 89,092	\$ 93,758	\$ 96,087	\$ 98,417
<b>15</b>	\$ 74,560	\$ 77,492	\$ 85,097	\$ 87,631	\$ 89,984	\$ 94,695	\$ 97,049	\$ 99,402
<b>16</b>	\$ 75,306	\$ 78,266	\$ 85,948	\$ 88,508	\$ 90,884	\$ 95,642	\$ 98,019	\$ 100,396

**Master's + 15 Column**

Column M+15 shall be of no further force and effect, provided, however, all educators 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.

Effective with the start of the 2022-2023 school year, the above "Master's + 15 Column" directly above shall be of no further force and effect.

Effective for the 2022-2023 school year the B+15 and B+30 columns shall be of no further force and effect, provided, however, all educators employed as of the close of the 2021-2022 school year shall be "grandfathered" i.e., they shall be eligible, subject to the provisions of this agreement, to move to B+15 and/or B+30.

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 educator lies will proceed, according to the terms of this agreement from that step held by the educator on the salary schedule effective September 1, 1980 through August 31, 1981 previously agreed to by the parties.
- d. An educator will not advance a step during the year in which that educator moves into or through the Master's category, except if the educator's pay status prior to such movement was B+30. Effective the 2022-2023 school year, the language of Section 2(d) shall be abolished and this section shall be intentionally left blank.
- e. In the event school year 2015 – 2016, 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 educators with ten or more years of teaching experience shall be eligible for the B+30 category provided, however, educators 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 educator would otherwise have qualified: The educator's salary

would be increased by an amount equal to 1/4th the difference between the B+15 Step the educator is on and the B+30 Step the educator would otherwise have been eligible for in the absence of the 10 or more years of teaching experience requirement.

2. The next year: The educator moves another 1/4.
3. The next year: The educator moves another 1/4.
4. The fourth year: The educator moves the final 1/4.

## APPENDIX B

### 1. Extra Curricular Compensation

Effective with the start of the 2021-2022 school year Stipends (“Extra Assignments (“A. Non-Coaching” and “B. Coaching”)) shall be increased annually by the percentage negotiated for salary increases.

### EXTRA ASSIGNMENTS

	FY21	FY22	FY23	FY24
<b>IHS -Fine Arts Stipends</b>				
Art club advisor-IHS	\$1,000	\$1,020	\$1,040	\$1,061
Band Director-IHS	\$3,200	\$3,264	\$3,328	\$3,395
Choreographer-IHS	\$1,000	\$1,020	\$1,040	\$1,061
Drama Director-IHS (per play/yr) Spring/Fall	\$3,250	\$3,315	\$3,381	\$3,449
Drama Costume Director-IHS per yr	\$1,100	\$1,122	\$1,144	\$1,167
Drama Set Director for Plays-IHS \$300/show	\$300	\$306	\$312	\$318
Drama Tech Director for Plays-IHS- \$300/show	\$300	\$306	\$312	\$318
Drama Musical Director IHS	\$1,300	\$1,326	\$1,353	\$1,380
Music IMS/HS Orchestra Director	\$650	\$663	\$676	\$690
Music Choral Director - IHS	\$1,100	\$1,122	\$1,144	\$1,167
Music IHS Accompanist	\$1,500	\$1,530	\$1,561	\$1,592
Music Select Chorus Director	\$600	\$612	\$624	\$637
<b>IMS -Fine Arts Stipends</b>				
Art club advisor-IMS	\$1,000	\$1,020	\$1,040	\$1,061
Choreographer-IMS	\$1,000	\$1,020	\$1,040	\$1,061
Drama Costumer-IMS per yr	\$1,000	\$1,020	\$1,040	\$1,061
Drama Director-IMS (per play/yr) Spring/Fall	\$3,250	\$3,315	\$3,381	\$3,449
Drama Music Director - IMS Musical (one show)	\$1,000	\$1,020	\$1,040	\$1,061
Drama Set Director for Plays-IMS	\$500	\$510	\$520	\$531
Drama Tech Director for Plays-IMS	\$500	\$510	\$520	\$531
Drama Musical Accompanist IMS	\$1,000	\$1,020	\$1,040	\$1,061
Music IMS/HS Orchestra Director	\$650	\$663	\$676	\$690
Music Choral Director - IMS	\$650	\$663	\$676	\$690
Music IMS Accompanist	\$4,800	\$4,896	\$4,994	\$5,094
Music MS Band Co-Director (2)	\$350	\$357	\$364	\$371
Music MS Jazz Band Director	\$600	\$612	\$624	\$637
<b>Elementary -Fine Arts Stipends</b>				



Art Show - each elementary	\$300	\$306	\$312	\$318
Music Elementary (per school):				
Band (4th&5th)	\$300	\$306	\$312	\$318
Orchestra (4th&5th)	\$300	\$306	\$312	\$318
Choral (4th&5th)	\$300	\$306	\$312	\$318
Musical/Concerts(General Music)	\$300	\$306	\$312	\$318
Music Accompanist (elementary)	\$1,500	\$1,530	\$1,561	\$1,592
<b>Professional Development/Curriculum Stipends</b>				
Professional Learning Community (PLC) Leader (up to 25)	\$1,300	\$1,326	\$1,353	\$1,380
Compass Leader (up to 25)	\$1,300	\$1,326	\$1,353	\$1,380
Technology Specialist (up to 25)	\$1,300	\$1,326	\$1,353	\$1,380
Department Head - IHS	\$3,650	\$3,723	\$3,797	\$3,873
Educator Evaluation (1/school + 1 fine arts)	\$1,300	\$1,326	\$1,353	\$1,380
IMS Cluster Coordinator (6)	\$600	\$612	\$624	\$637
STEAM Committee (\$750.00 per member, \$3000 allocation)		\$750	\$765	\$780
Seal of Biliteracy		\$1,200	\$1,224	\$1,248
<b>Co-Curricular Stipends</b>				
Bookroom Coordinator (Doyon - 2)	\$250	\$255	\$260	\$265
Chameleon Literary Magazine - IHS	\$1,000	\$1,020	\$1,040	\$1,061
Class Advisor-faculty (each grade)	\$3,250	\$3,315	\$3,381	\$3,449
Community Service-IMS	\$1,000	\$1,020	\$1,040	\$1,061
Data Team (1/school +1 coordinator)	\$250	\$255	\$260	\$265
Elementary Conferences (\$100 fall, \$100 spring per teacher)	\$200	\$204	\$208	\$212
Environmental Club-IHS	\$750	\$765	\$780	\$796
Foreign Language Club	\$500	\$510	\$520	\$531
Grade 6 field trip coordinator	\$1,000	\$1,020	\$1,040	\$1,061
Grade 7 field trip coordinator	\$1,000	\$1,020	\$1,040	\$1,061
Grade 8 field trip coordinator	\$1,000	\$1,020	\$1,040	\$1,061
IMS Green Team Coordinator		\$500	\$510	\$520
GSA/Diversity	\$750	\$765	\$780	\$796
Guidance IHS - Summer scheduling adjustment (per diem)	per diem	per diem	per diem	per diem
Homework Club Coordinator (2) SPED Elementary	\$300	\$306	\$312	\$318
Honors reception coordinator (2)	\$300	\$306	\$312	\$318
IMS/IHS Building Scheduler	\$2,000	\$2,040	\$2,081	\$2,122
Interact Club-IHS	\$500	\$510	\$520	\$531
International Club-IHS	\$500	\$510	\$520	\$531
IPAC Director	\$8,000	\$8,160	\$8,323	\$8,490
Ipswich Advisors and Mentor (IAM) Coordinator-Doyon	\$300	\$306	\$312	\$318

Journalism	\$1,500	\$1,530	\$1,561	\$1,592
Kindergarten - Data Input (3)	\$750	\$765	\$780	\$796
Marine studies coordinator-IMS	\$750	\$765	\$780	\$796
Math League Advisor (2)	\$500	\$510	\$520	\$531
Math League Leader	\$1,000	\$1,020	\$1,040	\$1,061
MCAS Administrator (1/school)	\$1,000	\$1,020	\$1,040	\$1,061
MCAS Tutor - (15 - elementary)	\$360	\$367	\$375	\$382
Medical Paperwork - 6th and 8th grade trips (\$300/trip)	\$300	\$306	\$312	\$318
Mentor - elementary (8)	\$800	\$816	\$832	\$849
Mentor - IHS (5)	\$800	\$816	\$832	\$849
Mentor - IMS (2)	\$800	\$816	\$832	\$849
Mentor Coordinator - Elementary	\$2,000	\$2,040	\$2,081	\$2,122
Mentor Coordinator - Secondary	\$2,000	\$2,040	\$2,081	\$2,122
Model UN (2)	\$500	\$510	\$520	\$531
National Honor Society Coordinator	\$1,000	\$1,020	\$1,040	\$1,061
Nurse Coordinator - Elementary	\$1,800	\$1,836	\$1,873	\$1,910
Nurse Coordinator - Secondary	\$1,800	\$1,836	\$1,873	\$1,910
People to People	\$500	\$510	\$520	\$531
Quiz Bowl	\$700	\$714	\$728	\$743
IMS Robotics Club (2)		\$600	\$612	\$624
IHS Robotics Team		\$6,250	\$6,375	\$6,503
Schedule Prep - Doyon	\$600	\$612	\$624	\$637
School To Work/Bridge/Job Shadow (2 x \$2500)	\$2,500	\$2,550	\$2,601	\$2,653
Science League	\$500	\$510	\$520	\$531
Senior Graduation Advisor	\$1,000	\$1,020	\$1,040	\$1,061
Student Leadership Council (Winthrop)/Early Act (Doyon) Coordinators (2 each school)	\$600	\$612	\$624	\$637
Student Leadership Council (Winthrop)/Student Leadership Team (Doyon) Members (2 each school)	\$300	\$306	\$312	\$318
Student Leadership Team (Doyon)/Early Act Leadership Council (Winthrop) (2 each school)	\$500	\$510	\$520	\$531
Student Service Leadership Senate-IMS	\$1,000	\$1,020	\$1,040	\$1,061
Substitute Callers (4)	\$2,000	\$2,040	\$2,081	\$2,122
Talent show coord. (3)	\$100	\$102	\$104	\$106
Technology Specialist Coordinator	\$4,500	\$4,590	\$4,682	\$4,775
Yearbook Coordinator-IHS	\$2,450	\$2,499	\$2,549	\$2,600
Yearbook Coordinator-IMS	\$2,100	\$2,142	\$2,185	\$2,229
ACE program (2) paid Fall/Spring \$2,000 total per person		\$2,000	\$2,040	\$2,081
DEEP program (2) paid Fall/Spring \$1,200 total per person		\$1,200	\$1,224	\$1,248
<b>SPECIAL EDUCATION STIPENDS</b>				

Admin Asst - elementary (\$1,000 and \$500) SPED	\$1,500	\$1,530	\$1,561	\$1,592	
Summer tutoring (3 x \$1,080)	\$1,080	\$1,102	\$1,124	\$1,146	
SPED Program Manager (4 x \$2,604))	\$2,604	\$2,656	\$2,709	\$2,763	
Oversee summer SPED program	\$1,500	\$1,530	\$1,561	\$1,592	
Supervisory coverage summer (including BCBAs) SPED	\$55/hour scheduled to work	\$55/hour scheduled to work	\$55/hour scheduled to work	\$55/hour scheduled to work	
<b>HIGH SCHOOL ATHLETIC STIPENDS</b>					
Baseball - Varsity	\$6,275	\$6,401	\$6,529	\$6,659	
Basketball - Varsity Boys	\$6,275	\$6,401	\$6,529	\$6,659	
Basketball - Varsity Girls	\$6,275	\$6,401	\$6,529	\$6,659	
Cross Country - Varsity Boys	\$6,275	\$6,401	\$6,529	\$6,659	
Cross Country - Varsity Girls	\$6,275	\$6,401	\$6,529	\$6,659	
Cheer Coach - Varsity	\$4,981	\$5,081	\$5,182	\$5,286	
Field Hockey - Varsity	\$6,275	\$6,401	\$6,529	\$6,659	
Football - Varsity	\$10,047	\$10,248	\$10,453	\$10,662	
Golf - Varsity	\$4,981	\$5,081	\$5,182	\$5,286	
Varsity Boys Indoor Track	\$6,275	\$6,401	\$6,529	\$6,659	
Varsity Girls Indoor Track	\$6,275	\$6,401	\$6,529	\$6,659	
Lacrosse - Varsity Boys	\$6,275	\$6,401	\$6,529	\$6,659	
Lacrosse - Varsity Girls	\$6,275	\$6,401	\$6,529	\$6,659	
Outdoor Track - Varsity	\$6,275	\$6,401	\$6,529	\$6,659	
Soccer - Varsity Boys	\$6,275	\$6,401	\$6,529	\$6,659	
Soccer - Varsity Girls	\$6,275	\$6,401	\$6,529	\$6,659	
Softball - Varsity	\$6,275	\$6,401	\$6,529	\$6,659	
Swim/Dive - Varsity	\$6,275	\$6,401	\$6,529	\$6,659	
Tennis - Varsity Boys	\$6,275	\$6,401	\$6,529	\$6,659	
Tennis - Varsity Girls	\$6,275	\$6,401	\$6,529	\$6,659	
Volleyball - Varsity	\$6,275	\$6,401	\$6,529	\$6,659	
Intramural Volleyball - HS (2)	\$750	\$765	\$780	\$796	
Faculty Manager	\$2,740	\$2,795	\$2,851	\$2,908	
Equipment Manager	\$2,625	\$2,678	\$2,731	\$2,786	
Football					
First Assistant					
	1	\$3,573	\$3,644	\$3,717	\$3,792
	2	\$3,882	\$3,960	\$4,039	\$4,120
	3	\$4,195	\$4,279	\$4,364	\$4,452
	4	\$4,506	\$4,596	\$4,688	\$4,782
	5	\$4,814	\$4,910	\$5,008	\$5,109
	6	\$5,272	\$5,377	\$5,485	\$5,595
	7	\$5,437	\$5,546	\$5,657	\$5,770
Ends - JV					
	1	\$3,105	\$3,167	\$3,230	\$3,295
	2	\$3,416	\$3,484	\$3,554	\$3,625
	3	\$3,728	\$3,803	\$3,879	\$3,956
	4	\$4,039	\$4,120	\$4,202	\$4,286

	5	\$4,349	\$4,436	\$4,525	\$4,615
	6	\$4,661	\$4,754	\$4,849	\$4,946
	7	\$4,970	\$5,069	\$5,171	\$5,274
JV					
	1	\$3,105	\$3,167	\$3,230	\$3,295
	2	\$3,416	\$3,484	\$3,554	\$3,625
	3	\$3,728	\$3,803	\$3,879	\$3,956
	4	\$4,039	\$4,120	\$4,202	\$4,286
	5	\$4,349	\$4,436	\$4,525	\$4,615
	6	\$4,661	\$4,754	\$4,849	\$4,946
	7	\$4,970	\$5,069	\$5,171	\$5,274
Freshmen					
	1	\$2,405	\$2,453	\$2,502	\$2,552
	2	\$2,639	\$2,692	\$2,746	\$2,801
	3	\$2,871	\$2,928	\$2,987	\$3,047
	4	\$3,105	\$3,167	\$3,230	\$3,295
	5	\$3,337	\$3,404	\$3,472	\$3,541
	6	\$3,573	\$3,644	\$3,717	\$3,792
	7	\$3,806	\$3,882	\$3,960	\$4,039
Basketball (B/G), Soccer (B/G), Indoor Track, Outdoor Track (B/G), Lacrosse (B/G), Field Hockey, Swim (Coed), Softball (G), Baseball (B), Cross Country (B/G), Tennis (B/G), Volleyball (B/G)					
JV					
	1	\$2,382	\$2,430	\$2,478	\$2,528
	2	\$2,639	\$2,692	\$2,746	\$2,801
	3	\$2,834	\$2,891	\$2,948	\$3,007
	4	\$3,153	\$3,216	\$3,280	\$3,346
	5	\$3,409	\$3,477	\$3,547	\$3,618
	6	\$3,666	\$3,739	\$3,814	\$3,890
	7	\$3,921	\$3,999	\$4,079	\$4,161
Freshmen					
	1	\$2,235	\$2,280	\$2,325	\$2,372
	2	\$2,444	\$2,493	\$2,543	\$2,594
	3	\$2,654	\$2,707	\$2,761	\$2,816
	4	\$2,864	\$2,921	\$2,980	\$3,039
	5	\$3,074	\$3,135	\$3,198	\$3,262
	6	\$3,286	\$3,352	\$3,419	\$3,487
	7	\$3,495	\$3,565	\$3,636	\$3,709
Golf & Cheerleading					
	1	\$1,454	\$1,483	\$1,513	\$1,543
	2	\$1,659	\$1,692	\$1,726	\$1,761
	3	\$1,860	\$1,897	\$1,935	\$1,974
	4	\$2,062	\$2,103	\$2,145	\$2,188
	5	\$2,264	\$2,309	\$2,355	\$2,403
	6	\$2,466	\$2,515	\$2,566	\$2,617
	7	\$2,670	\$2,723	\$2,778	\$2,833

<b>MIDDLE SCHOOL ATHLETIC STIPENDS</b>					
Athletics Coordinator (Intrascholastic)	\$2,600	\$2,652	\$2,705	\$2,759	
Basketball - MS Boys	\$1,000	\$1,020	\$1,040	\$1,061	
Basketball - MS Girls	\$1,000	\$1,020	\$1,040	\$1,061	
Soccer - MS	\$1,500.00 - \$1,950.00	\$1,530.00 - \$1,989.99	\$1,560.60 - \$2,029.79	\$1,591.81 - \$2,070.39	
Track - MS	\$1,500.00 - \$1,950.00	\$1,530.00 - \$1,989.99	\$1,560.60 - \$2,029.79	\$1,591.81 - \$2,070.39	
Assistant Track - MS	\$1,100.00 - \$1,500.00	\$1,132.00 - \$1,530.00	\$1,154.64 - \$1,569.8	\$1,177.73 - \$1,601.20	
Field Hockey - MS	\$1,500.00 - \$1,950.00	\$1,530.00 - \$1,989.99	\$1,560.60 - \$2,029.79	\$1,591.81 - \$2,070.39	
Cross Country - MS	\$1,500.00 - \$1,950.00	\$1,530.00 - \$1,989.99	\$1,560.60 - \$2,029.79	\$1,591.81 - \$2,070.39	
Assistant Cross Country - MS	\$1,100.00 - \$1,500.00	\$1,132.00 - \$1,530.00	\$1,154.64 - \$1,569.8	\$1,177.73 - \$1,601.20	
Intramural Coordinator - MS	\$2,600	\$2,652	\$2,705	\$2,759	
Intramural Golf - MS	\$500	\$510	\$520	\$531	
Intramural Hockey - MS	\$500	\$510	\$520	\$531	
Football, Basketball (B/G), Baseball, Softball, Track (B/G), Soccer (B/G), Field Hockey					
	1	\$1,214	\$1,238	\$1,263	\$1,288
	2	\$1,336	\$1,363	\$1,390	\$1,418
	3	\$1,459	\$1,488	\$1,518	\$1,548
	4	\$1,581	\$1,613	\$1,645	\$1,678
	5	\$1,703	\$1,737	\$1,772	\$1,807
	6	\$1,827	\$1,864	\$1,901	\$1,939
	7	\$1,949	\$1,988	\$2,028	\$2,068

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

### C. General

With prior approval of the Superintendent or their designee, a standard hourly rate of \$40 per hour shall apply for any other necessary extracurricular work that is not explicitly listed in this Appendix.

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

their job duties, accomplishments and recommendations within 30 days from the completion of the activity. Those educators 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 educator 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

Effective September 1, 2022 the longevity schedule shall be as follows:

<u>Years of Continuous Service As an Educator in the Ipswich School System</u>	<u>Amount of Longevity Payment</u>
15 or more years of continuous service	\$1,500.00
20 or more years of continuous service	\$2,000.00
25 or more years of continuous service	\$2,500.00
30 or more years of continuous service	\$3,000.00

3. Mentor Educators

A. The District agrees to pay the following stipend to educators 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 Educator 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 educator’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. An educator who desires to be appointed for succeeding years must reapply for consideration each year.

E. The Administration will not assign a Mentor Educator to an educator with professional teacher status or a BCBA who has completed three (3) consecutive years of service as a licensed and certified BCBA with the District without the educator with professional teacher

status' or the BCBA's who has completed three (3) consecutive years of service as a licensed and certified BCBA with the District approval.

F. In the event the Administration formally evaluates the Mentor Educator in reference to their 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 educators.

**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: \_\_\_\_\_

<b>UNSATISFACTORY</b>	<b>NEEDS IMPROVEMENT</b>	<b>GOOD</b>	<b>MERITORIOUS</b>	<b>EXCEPTIONAL</b>	<p><u><b>JOB GOAL:</b></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><b>REPORTS TO:</b></u> Principal</p> <p><u><b>METHOD OF EVALUATION:</b></u> Twice annually by Principal</p>
1	2	3	4	5	
					<p><b>PERFORMANCERESPONSIBILITIES :</b> 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 educators understand and implement the curriculum.</li> </ol>

1	2	3	4	5	<p>4. Help educators deal with students in the most appropriate way.</p> <p>5. Facilitate the educator'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 educators through what is often an isolating experience.</p> <p>8. Introduce them to the notions of cooperative and team approaches to teaching.</p>
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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 they would bring to the program.</li>   <li>2. Has shown interest; is an involved and committed teacher; has demonstrated involvement in their 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>
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1	2	3	4	5	6. Is open to growth and change.  7. Accepts their own imperfections.  8. Has generous spirit; is willing to give; is willing to take on additional responsibility.  9. Is flexible, with response to time and teaching styles.  10. Places a high value on teaching.  11. Knows how to involve parents.
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PRINCIPAL'S SIGNATURE: \_\_\_\_\_

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

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

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

5/24/89

**APPENDIX C**

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## 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.

**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.

**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 process that all educators follow consisting of 1) Goal Setting and alignment with at least one indicator on each of the rubric standards 2) Development and Implementation of a Plan 3) Evidence submission and Reflection 4) Formative Assessment/Evaluation 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. One goal will be a District Goal based upon the 'Ipswich Strategy for District Improvement' and one goal will be Personal Goal set by the Educator in collaboration with the Evaluator based upon an area of need or interest. The Personal Goal can be connected to the District Goal. All Standards for Effective Teaching Practice must be addressed by the combined goals. 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 shall 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 **ten (10)** 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 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 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.

**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.

### 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 may 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

- iii. Measures of student progress and/or achievement toward 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 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.

**4. Rubrics**

The rubrics are a scoring tool used for Educators' goal setting process, the formative assessment, the formative evaluation and the summative evaluation. The rubrics that shall be used are: DESE 2012 Teacher Rubric, DESE 2012 Specialized Instructional Support Personnel Rubric along with the corresponding adaptations for school nurses and school counselors, the MSPA rubric for school psychologists, and the MSLA adaptation rubric for School Librarians. Changes to the rubrics used for evaluation are subject to bargaining and ratification.

**5. Evaluation Cycle: Annual Orientation and Training**

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 and any updates made to the evaluation process.
- ii. Provide all Educators with directions for obtaining a copy of the forms used by the district and training in any online educator evaluation system (i.e. TeachPoint). 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.

B. During the school year all evaluators will participate training sessions dedicated to Educator Evaluation to help ensure consistency of practice. Training sessions will occur at the beginning of the year, as well as prior to, during, or concentrated around timeline due dates. The sessions will focus on the following topics:

- a. Norming and reporting (Interpretation of rubrics)
- b. Acceptance of artifacts and evidence

6. 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 Strategy for District Improvement Plan and one personal goal. Each of these goals will be linked to corresponding standards on the rubric. The goals must represent at least one indicator from each of the four standards. The plan also outlines actions the Educator must take to attain the goals.

B. 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.

The Evaluator retains authority over goals to be included in an Educator's Plan.

C. 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 goals, which must include induction and mentoring activities. Suggested goals will be provided for new educators. These are optional.
- 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 goals that address enhancing skills that enable the Educator to share proficient practices with colleagues or develop leadership skills. The creation of goals should be rooted in self-assessment and reflection.
- v. For Educators with PTS and ratings of needs improvement or unsatisfactory, the 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.

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

- i. Educators 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.
  - E. The Evaluator completes the Educator Plan and the educator and evaluator sign it 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.
- 7. 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 before May 1st, using the protocol described in section 11B, below.
    - ii. The Educator shall have at least three (3) unannounced observations spaced over the school year.
- 8. 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 two (2) and no more than 4 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 between January 31<sup>st</sup> and May 1st. 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 between January 31<sup>st</sup> and May 1st. 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.

## 9. Observations

The Evaluator's first observation of the Educator should take place by November 30th, unless the Educator is on a self-directed plan. Observations required by the Educator Plan should be completed by May 1<sup>st</sup> for non-PTS Educators.

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 10 and 20 minutes.
  - ii. Upon entering the room for purposes of an unannounced observation, the Evaluator will inform verbally or nonverbally 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 initiated by educator. 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 Educators 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.
- 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.

10. Evaluation Cycle: Formative Assessment for Non-PTS Educators or Directed Growth/Improvement Plan
  - 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 place 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. The Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth. 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 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.
  - G. 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.
11. Evaluation Cycle: Formative Evaluation for Two-year Self-Directed Plans Only

- A. Educators who will remain on two-year Self-Directed Growth Plans receive a Formative Evaluation Report 5 days before the end of the school year in year one of the two-year cycle. Educators whose performance rating requires a change to a Directed or Improvement Plan shall receive a Formative Evaluation Report no later than June 1<sup>st</sup>. 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. 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.
- D. 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.
- E. The Educator may reply in writing to the Formative Evaluation Report within 10 school days of receiving the report.
- F. The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory, in any category or overall, to discuss the summative evaluation. The meeting shall occur by June 1<sup>st</sup>.

**12. 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 June 1<sup>st</sup> or five (5) days before the end of the school year.
- 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.

- D. The summative evaluation rating must be based on evidence from multiple categories of evidence.
- 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 may also provide to the Evaluator additional evidence of the Educator's performance against the four Performance Standards. The Educator will provide a reflection on their goals.
- G. The Summative Evaluation Report should recognize areas of strength as well as identify recommendations for professional growth.
- H. The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory, in any category or overall, to discuss the summative evaluation within five (5) school days of June 1<sup>st</sup>.
- I. 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 the end of the school year.
- J. 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.
- K. The Educator shall sign the final Summative Evaluation Report within five (5) days of receiving it. 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.
- L. The Educator shall have the right to respond in writing to the summative evaluation which shall become part of the final Summative Evaluation Report.
- M. A copy of the signed final Summative Evaluation Report shall be filed in the Educator's personnel file.

#### 14. 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. One goal aligned to the Ipswich Strategy for District Improvement and one personal goal.
- ii. Combined, the goals must align to one or more indicators from each of the four standards from the DESE rubric appropriate to the educator's role.
- 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. The District will provide professional development pertaining to the District Strategic Plan at no-cost to the Educator.
- D. The Educator can seek professional development related to their goals, as defined in their Action Plan, at the cost of the District upon approval of the Administrator/Evaluator.

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

The Developing Educator Plan is for all Educators without PTS. The Educator shall be evaluated 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. A Formative Evaluation Report is completed at the end of year one and a Summative Evaluation Report at the end of year two.

#### 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.

**13. 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 or the Director of Teaching and Learning.

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. Support team roles will be defined at the first support team meeting.
  - 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 a log of meetings and topics.
- 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 a primary improvement goal with secondary concerns directly related to the performance standards 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.

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

Month	Evaluation Cycle
August/September	<ul style="list-style-type: none"> <li>• Evaluator Training</li> <li>• Educator Training</li> </ul>
October	Evaluator meets with Educators to establish goals (focus on Standards 1 and 2)
November	Evaluator completes first observation of Educator by November 30
January	<ul style="list-style-type: none"> <li>• Educator submits evidence for Standards 3 and 4</li> <li>• Educator submits evidence for goals</li> <li>• Evaluator completes first Announced Observation by January 31st</li> </ul>

February	<ul style="list-style-type: none"> <li>• Evaluator completes mid-cycle Formative Assessment (Step 3)</li> <li>• Educator signs Educator Evaluation Form within five (5) days of receipt</li> <li>• Evaluator holds Formative Assessment meetings</li> </ul>
April	<ul style="list-style-type: none"> <li>• Evaluator completes second Announced Observation by April 30<sup>th</sup></li> <li>• Educator submits evidence for Standards 3 and 4</li> <li>• Educator submits evidence of goals</li> </ul>
May	<ul style="list-style-type: none"> <li>• Evaluator completes Summative Evaluation Report by May 15<sup>th</sup></li> <li>• Educator signs Educator Evaluation Form within five (5) days of receipt</li> </ul>
June	<ul style="list-style-type: none"> <li>• Evaluator meets with Educators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory by June 1<sup>st</sup></li> <li>• Evaluator meets with Educators whose ratings are Proficient or Exemplary within five (5) days of the end of the school year</li> </ul>

Timeline for PTS Educators on Self-Directed Growth Plans

Month	Year 1 of Evaluation Cycle	Year 2 of Evaluation Cycle
August/ September	<ul style="list-style-type: none"> <li>• Evaluator Training</li> <li>• Educator Training</li> </ul>	<ul style="list-style-type: none"> <li>• Evaluator Training</li> <li>• Educator Training</li> </ul>
October	<ul style="list-style-type: none"> <li>• Goal setting meetings</li> </ul>	

	<ul style="list-style-type: none"> <li>• Goal submission (Educator Evaluation Form, Step 1)</li> </ul>	
October- May	Unannounced Observations (Educator Evaluation Form, Step 3)	Unannounced Observations (Educator Evaluation Form, Step 2)
May	Educator submission of evidence (Educator Evaluation, Step 2)	Educator submits reflection on goals
June	<ul style="list-style-type: none"> <li>• Evaluator completes Formative Evaluation (Education Evaluation, Step 4) <i>five (5) days before the end of the school year</i></li> <li>• Educator signs Educator Evaluation Form within five (5) days of receipt</li> </ul>	<ul style="list-style-type: none"> <li>• Evaluator completes Summative Evaluation <i>five (5) days before the end of the school year</i></li> <li>• Educator signs Educator Evaluation Form within five (5) days of receipt</li> <li>• Summative Evaluation meetings (if requested)</li> </ul>

### **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.

### **15. 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. Educators shall be notified of their status (PTS or Non-PTS) in writing by June 1<sup>st</sup>.

### **16. 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 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 maintain a joint labor-management team which shall review the evaluation processes and procedures and recommend adjustments to the parties, as well as discuss other parts of the evaluation process noted as needing further negotiations.
- F. Either the Evaluator or Educator can request an IEA Representative, E-board representative, or Educator Evaluation Committee Representative to be present at the meeting (to take notes or clarify as a neutral party).

17. The Educator Evaluation Committee

- A. Purpose: To maintain the Educator Evaluation Process as a productive way to facilitate best teaching practices in the Ipswich Public Schools
- B. Members: 4 Teachers who are members of the IEA (Winthrop, Doyon, Middle and High School), Superintendent, Administrators (as determined by the Superintendent)
- C. Meetings:
  - The Educator Evaluation Committee will meet within the first two weeks of school opening.
  - The Educator Evaluation Committee will meet with all persons serving as evaluators in the district in August/ September.
  - The Educator Evaluation Committee would provide training in Educator Evaluation for teachers new to the district or without professional status before the end of October.

- The Educator Evaluation Committee would meet bimonthly from November - June.
- The Educator Evaluation Committee would meet once in August prior to the start of the school year if needed.

D. Stipend: As indicated in the contract.

E. Potential tasks of the committee:

- Support the mentor program in training new hires in the Educator Evaluation process (as indicated in the contract)
- Facilitate discussion regarding evidence used by both teachers and administrators
- Support educators regarding the use of Educator Evaluation related technology
- Support educators in the application of district goals to Educator Evaluation
- Train teacher leaders in each building to offer educators support with the Educator Evaluation process
- Support in maintaining consistency between evaluators
- Develop communication materials and training resources.

18. Violations of this article are subject to the grievance and arbitration procedures.

**Appendix D1**  
**Evaluation Forms**

**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 their 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 they 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 their 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 their leadership and nursing performance. The evaluation shall be done by the Building Principal in which they are 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 educators 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 EDUCATOR 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 EDUCATOR 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**

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**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.



## HS Schedule 2018

Min/Block	Start	End	M	Tu	W	Th	F
71	7:45 AM	8:56 am	1	5	2	6 7:45-8:58	3
70	9:00 AM	10:10 AM	2	R Block	3	1 9:02- 10:14	R Block
70	10:14 AM	11:24 AM	S	S	R Block	S 10:18- 11:30	4
25	11:28 AM	11:53 AM	1st Lunch			11:34-11:59	
70	11:57 AM **11:28 AM	1:07 PM **12:38 PM	3	6	4	2 12:03- 1:17	5
	**12:42 PM	**1:07 pm	2nd Lunch				
70	1:11 PM	2:21 PM	4	1	5	Early Release	6

**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 Educator

\_\_\_\_\_ 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 they are 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 is 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 limited 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