

**NEWBURYPORT SCHOOL COMMITTEE**

**NEWBURYPORT, MASSACHUSETTS**

## **School Committee**

# **Community Forum & Business Meeting AMENDED**

**Monday, June 6, 2022**

**6:30 PM**

**SC Packet Checklist: SC Business Meeting Agenda June 6, 2022  
SC Business Meeting Agenda Notes June 6, 2022  
SC Business Meeting Minutes – 5/16/2022  
Community Forum flyer  
NTA MOU Sept. 1, 2022 – Aug. 31, 2025 (draft)  
2022-2023 School Committee Meeting Schedule  
NPS PK-12 Literacy Presentation**

**Newburyport Public Schools  
Newburyport, MA**

***School Committee Community Forum & Business Meeting Agenda - AMENDED***  
**Monday, June 6, 2022**

**6:30 PM, Auditorium, Nock Middle School, 70 Low Street, Newburyport, MA 01950**

*The Mission of the Newburyport Public Schools, the port where tradition and innovation converge, is to ensure each student achieves intellectual and personal excellence and is equipped for life experiences through a system distinguished by students, staff, and community who: - practice kindness and perseverance - celebrate each unique individual - value creativity; experiential, rigorous educational opportunities; scholarly pursuits; and life-long learning - provide the nurturing environments for emotional, social, and physical growth - understand and embrace their role as global citizens.*

**Please note:** The listing of matters are those reasonably anticipated by the Chair which may be discussed at the meeting. Not all items listed may in fact be discussed and other items not listed may also be brought up for discussion to the extent permitted by law. This Community Forum & Business Meeting will not be on live TV. It will be recorded and posted online at a future date.

**Community Forum:** 6:30 – 7:45PM

**TOPIC:** Culturally Responsive Teaching and Learning: Creating a Culture of Belonging

- Welcome Community - Mayor Sean Reardon / Vice Chair Sarah Hall
- Brief Overview – Superintendent Sean Gallagher (5 min)
- NHS - Essential Partners/Dialogue – Principal Andy Wulf (10 min)
- Nock - Parent-Teacher Advisory – Principal Nick Markos (10 min)
- Molin - Professional Development – Principal Tara Rossi (10 min)
- Bresnahan - Positive Behavior Intervention System – Principal Jamie Sokolowski (10 min)
- Moderated Question & Answer Session (30 min)

**Business Meeting Agenda:** 8:00 – 9:00PM

1. Call to Order
2. Public Comment
3. \*Consent Agenda (warrants and minutes of 5/16/2022) – *possible Vote*
4. \*Collective Bargaining Agreement between the Newburyport Teachers' Association and the Newburyport School Committee - September 1, 2022 - August 31, 2025 (DRAFT), *Possible Vote*
5. \*Perspectives in Leadership & Change Class Overnight Trip to DC (June 19-22, 2022) – *possible Vote*
6. \*2022-2023 School Committee Meeting Schedule – second read - *Possible Vote*
7. Subcommittee Updates
  - a. Finance Subcommittee – Brian Callahan
  - b. Policy Subcommittee – Sheila Spalding
  - c. Joint Education Subcommittee – Bruce Menin
  - d. Transportation Advisory – Juliet Walker
8. Assistant Superintendent's Report
9. Superintendent's Report
10. New Business

**\*Possible Executive Session:** To discuss strategy with respect to collective bargaining or litigation, and not to reconvene in Open Session. - *Possible Vote*

\*Possible Vote

**Adjournment**

\*\*The School Committee reserves the right to call **executive session**, as provided under Chapter 30A, Section 21(a)(2), of the General Laws to discuss strategy sessions in preparation for negotiations, collective bargaining and/or potential litigation.

## Newburyport School Committee

### School Committee Community Forum & Business Meeting

Monday, June 6, 2022

6:30 PM, Auditorium, Nock Middle School, 70 Low Street, Newburyport, MA 01950

#### AGENDA NOTES - AMENDED

The listing of matters are those reasonably anticipated by the Chair which may be discussed at the meeting. Not all items listed may in fact be discussed and other items not listed may also be brought up for discussion to the extent permitted by law. This Community Forum & Business Meeting will not be on live TV. It will be recorded and posted online at a future date.

#### **Community Forum:** 6:30 – 7:45PM

TOPIC: Culturally Responsive Teaching and Learning: Creating a Culture of Belonging

*School Leaders and educators will present on some of the work the district is doing to provide a culturally responsive learning environment. This work is guided by a commitment to a school community where every child and adult can say “I belong here.” The presentation will be followed by a moderated Q&A session.*

#### **Business Meeting Agenda:**

3. \*Consent Agenda (warrants and minutes of 5/16/2022) – possible Vote
4. \*Collective Bargaining Agreement between the Newburyport Teachers’ Association and the Newburyport School Committee - September 1, 2022 - August 31, 2025 (DRAFT), Possible Vote  
*The Newburyport Teachers Association (NTA) voted to ratify the Memorandum of Understanding (MOU) on Monday, May 9, 2022. The School Committee will discuss and vote to approve the MOU at this meeting. (see attached draft)*
5. \*Perspectives in Leadership & Change Class Overnight Trip to DC (June 19-22, 2022) – possible Vote  
*NPS Literacy Coordinator Tom Abrams, chaperone(s) and five (5) graduated seniors of the Perspectives in Leadership & Change class have been invited to D.C. with two other finalists to present their project to the Department of Homeland Security. This is an all-expenses paid trip to D.C., including flight, hotels, meals etc. The group would fly out on Sunday, June 19, 2022 and return on Wednesday, June 22, 2022.*
6. \*2022-2023 School Committee Meeting Schedule – second read - Possible Vote  
*Vice Chair Sarah Hall will review next year’s School Committee meeting schedule. (attached)*
7. Subcommittee Updates
  - a. Finance Subcommittee – Brian Callahan
  - b. Policy Subcommittee – Sheila Spalding
  - c. Joint Education Subcommittee – Bruce Menin
  - d. Transportation Advisory – Juliet Walker
8. Assistant Superintendent’s Report: *LisaMarie Ippolito will be sharing the Literacy presentation.*
9. Superintendent’s Report: *Thank you to Retirees, Congratulations to Boys Track Team*
10. New Business

**\*Possible Executive Session:** To discuss strategy with respect to collective bargaining or litigation, and not to reconvene in Open Session. - Possible Vote

#### **FYI - Upcoming Dates:**

- ✓ **Beacon Coalition Meeting:** June 7 @ 4:00PM – Nock
- ✓ **NEF Awards Night:** June 7 @ 6:00PM – The Deck
- ✓ **Joint Ed Meeting:** June 7 @ 7:00PM – Nock
- ✓ **Policy Subcommittee Meeting:** June 13 @ 7PM - Nock
- ✓ **Transportation Advisory Meeting:** June 14 @ 4:00PM – Central
- ✓ **Finance Committee Meeting:** June 16 @ 8:00AM - Central

\*Possible Vote

**NEWBURYPORT SCHOOL COMMITTEE  
SCHOOL COMMITTEE BUSINESS MEETING  
Senior/Community Center, 331 High Street, Newburyport, MA 01950  
Monday, May 16, 2022**

**NEWBURYPORT SCHOOL COMMITTEE BUSINESS MEETING**

**Present:** Sarah Hall, Juliet Walker, Brian Callahan, Bruce Menin, and Steve Cole  
**Absent:** Mayor Sean Reardon and Sheila Spalding

**CALL TO ORDER / ROLL CALL PLEDGE OF ALLEGIANCE:**

**Vice-Chairman Sarah Hall** called the School Committee Business Meeting of the Newburyport School Committee to order at 6:32 PM. Roll call found all members present,

**PUBLIC COMMENT:**

There was no Public Comment at this time.

**CONSENT AGENDA:**

**Warrants:**

**Motion:**

On a motion by **Brian Callahan** and seconded by **Bruce Menin** it was

**VOTED:** To approve, receive and forward to the City Auditor for payment the following Warrant:  
Warrant 8050 \$768,878.83

**Motion Passed**

**Mayor Reardon and Sheila Spalding absent for vote**

**MINUTES:**

**Motion:**

On a motion by **Brian Callahan** and seconded by **Steve Cole** it was

**VOTED:** To approve, receive and file the following:  
School Committee Business meeting minutes of Tuesday,  
April 26, 2022.

**Motion Passed**

**Bruce Menin abstained**

**Mayor Reardon and Sheila Spalding absent for vote**

**Motion:**

On a motion by **Bruce Menin** and seconded by **Brian Callahan** was

**VOTED:** To approve, receive and file the following:  
School Committee Business meeting minutes of Monday,  
May 2, 2022.

**Motion Passed**

**Mayor Reardon and Sheila Spalding absent for vote**

## **NHS STUDENT REPRESENTATIVE REPORT:**

NHS Student Representative Olivia Hansen and Avery Hochheiser reported on the following:

- NHS now has less than two weeks left for our seniors.
- Last Wednesday evening was the Academic Key Ceremony. Valedictorian Mia Yim, Salutatorian Jack Fehlner and Bresnahan Scholar Athlete delivered impactful speeches.
- On Wednesday, May 25th NHS will hold its Annual Scholarship Awards Night.
- On May 17, 18 grade 10 students will take the math MCAS and the Freshman class will participate in the Bio-Bjitz to prepare for the Biology MCAS a few weeks later.
- The Interact Club recently collaborated with the Bresnahan Elementary to run a very successful clothing drive for Cradles to Crayons.
- The Student Council is sponsoring a drive for personal care items to benefit Community Service of Newburyport beginning May 11 through May 20.
- Last week NHS peer mentors and newcomers to Newburyport participated in a picnic at Cashman Park.
- On Tuesday, May 24 the Junior class will participate in the Credit for Life Fair sponsored by the Institution for Savings, an interactive event that prepares students to survive financially in the everyday world before they leave high school.
- In conjunction with NHS seniors Nock students participated in an Escape Room capstone project which was a huge success.
- Molin 4th graders had their STEM Showcase on Friday.
- Bresnahan students experienced the magic of our Artist-in-Residence, Kim Salathe by working on Zentangles in art class, a method for drawing which promotes concentration and creativity and increases personal well-being.
- PreK and K students visited with Curious Creatures this week, a program that provides hands-on interactive education teaching respect and appreciation for exotic and unusual animals. They will visit the Seacoast Science Center tomorrow.
- First graders are exploring how literacy and science connect by planting wildflower seeds and journaling their growth.
- Second graders just wrapped up a math module that covered a number of different topics: graphing, money, and measurement.
- Third graders in STEM are using the engineering process to turn recycled materials into new inventions.
- Teachers have been continuing their work on the new literacy curriculum, wrapping up a year of professional development in MyView and Functions. This past Friday a group of teachers participated in a training that will prepare the school to roll out the new Strategies-based and Language-based classrooms.
- The whole school is excited for the Waterfront Festival on May 21, the STEM Expo on May 26 and Field Day on June 3.

## **NPS STRATEGIC PLAN REPORT:**

**Superintendent Sean Gallagher** presented the results of his strategic planning process which consisted of the following:

- Background
- Our Mission

- Our Vision - a Portrait of a Graduate
- Strategic Objectives
- District Strategic Initiatives 2022-2027
- Tactical Action Plans
- Appendix I: Portrait of a Graduate Report
- Appendix 2: Strategic Objectives Focus Group Report
- Appendix 3: Tactical Planning through School Improvement Plans
- Francis T. Bresnahan School: School Improvement Plan
- Edward G. Molin School: School Improvement Plan
- Rupert A. Nock Middle School: School Improvement Plan
- NHS: School Improvement Plan

**Bruce Menin** asked how this impacts on the budget.

**Juliet Walker** said:

- She appreciated the repetition - revisiting process - did this without outside consultants
- Liked the Table of strategic outcomes
- Annual update - when would that happen

**Sarah Hall** stated she liked the plan.

**Steve Cole** inquired re: measurement outcomes - would there be opportunities to report out?

**Bruce Menin** asked that it would be really clear on measurement outcomes.

#### **NPS FY23 SCHOOL BUDGET UPDATE:**

**Superintendent Gallagher** provided an overview of modifications reflective of the 5% increase of the City Budget as follows:

May 16, 2022 FY23 Budget Request Overview

- The FY23 budget moves forward
- Investment in Special Education
- Investments in Tuition Free Kindergarten
- Investments in Staff through negotiated contract
- Investments in Staffing
- Investments in the Arts
- Investments in Instructional Technology
- Tiered Budget Additions
- City Appropriation Increase

**Bruce Menin** inquired re: tiered budget additions

**Juliet Walker** commented on

- 6% that School Committee passed - 1% less that City Council passed
- She suggested that the City Council be advised what the tiers mean.

**Sarah Hall** suggested that things be prioritized.

**Juliet Walker** said to show them all.

**Brian Callahan** commented that the process works. He spoke about the 1% reduction by the City Council.

#### **2022-2023 SCHOOL COMMITTEE MEETING SCHEDULE:**

**Sarah Hall** asked the Committee how they would like to proceed on this item.

**Brian Callahan** suggested that the Committee take it home and look at it.

**SUB-COMMITTEE UPDATES:**

**Finance:**

**Brian Callahan** said they met and discussed the Superintendent's budget proposal and lunch fees.

**Joint Education:**

**Bruce Menin** said they met and discussed the budget.

**SUPERINTENDENT'S REPORT:**

**Superintendent Gallagher** provided updates on the following:

- He met with a parent group re: Lunch program. There will be a survey going out to the district.
- Competency Forum
- COVID Report  
COVID going up - Last week to today 37 students and 14 staff
- He suggested all those who had contracted COVID wear masks when returning.
- School Choice -

**Sarah Hall** inquired if he was meeting with the health care advisory team this Wednesday.

**Bruce Menin** inquired about slots.

**Juliet Walker** inquired about COVID protocol - school testing.

**NEW BUSINESS:**

**Sarah Hall** said the Tuesday, January 21 School Committee has been canceled.

**Steve Cole** inquired re: transmissibility and asked about protocol.

**Juliet Walker** inquired about the Forum - Truly Responsive Teaching and Learning - June 6 - e-mail going out to families; focus presentation from each school.

**ADJOURNMENT:**

**Motion:**

On a motion by **Bruce Menin** and seconded by **Steve Cole** it was

**VOTED:** To adjourn the Business Meeting of the Newburyport School Committee at 7:35 PM.

**Motion Passed**

**Mayor Reardon and Sheila Spalding absent for vote**

# **School Committee Community Forum**

**Culturally Responsive Teaching and Learning:**

**Creating a Culture of Belonging**

**June 6, 2022**

**6:30 – 7:45PM**

**Rupert A. Nock Middle School Auditorium**



School leaders and educators will present on work the district is doing to provide a culturally responsive learning environment. This work is guided by a commitment to a school community where every child and adult can say “I belong here.” The presentation will be followed by a moderated Q&A session.



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE NEWBURYPORT TEACHERS ASSOCIATION  
AND THE  
NEWBURYPORT SCHOOL COMMITTEE**

September 1, 2022 through August 31, 2025

DRAFT

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE NEWBURYPORT TEACHERS ASSOCIATION  
AND THE  
NEWBURYPORT SCHOOL COMMITTEE**

This **MEMORANDUM OF UNDERSTANDING** is entered into by and between the Newburyport School Committee (hereinafter referred to as “the Committee”) and the Newburyport Teachers Association (hereinafter referred to as “the Association”).

**WHEREAS**, the Committee and the Association entered into a collective bargaining agreement for the period September 1, 2019 through and including August 31, 2022; and

**WHEREAS**, duly-authorized representatives of the Committee and the duly authorized representatives of the Association have met, pursuant to Massachusetts General Laws, Chapter 150E, to negotiate a successor agreement; and

**WHEREAS**, said representatives of the Committee and the Association have, subject to ratification by the membership of the Committee and the Association, agreed that the following additions and modifications shall be incorporated into and made a part of the Collective Bargaining Agreement which expires on August 31, 2022. All proposals presented by the parties not specifically addressed herein, have been withdrawn by the parties;

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

**1. Prior Agreement**

The Collective Bargaining Agreement in effect for the period September 1, 2019 through and including August 31, 2022, shall be in full force and effect for the period of September 1, 2022 through and including August 31, 2025, except as modified by this **MEMORANDUM OF UNDERSTANDING**.

**2. Article XIV, Section A - Sick Time**

Amend to read as follows:

**A. Annual Allowance**

In any school year, an employee may be absent for fifteen days because of personal illness and receive full pay. The Superintendent of Schools or his/her designee may request a doctor’s certificate for any period of declared sickness. The annual allowance of sick days shall accrue to each member of the bargaining unit at the rate of 1.5 days per month commencing on the last day of September in each school year, and shall continue to accrue at said rate on the last days of each month on the school year thereafter, while

said member continues in employment. *To assist employees, the annual allotment of sick days will be credited to the employee as of the start of each school year. If an employee separates from the employment with the District prior to the conclusion of a school year, the sick day allowance will be pro-rated to reflect the actual portion of the year worked. If an employee has utilized sick days in advance of those actually earned, an adjustment will be made to the employee's final paycheck. This rate of accrual may be accelerated because of hardship or for other good reason shown, at the discretion of the School Committee.*

3. **Article X, Section B (7) (b) - Special Educators Preparation Time**

Amend Subsection b to read as follows:

- b. The joint committee will begin meeting in September 2019 **2022** with the goal of bringing forward recommendations to the Superintendent and Association President by January 15, ~~2020~~**2023**.

4. **Article X, Section L - Class Coverage**

Delete Article X, Section C.4 in its entirety:

- 4. ~~No teacher will be required by the Administration or a supervisor to cover another teacher's class or portion of a class during his/her preparation period unless he/she is compensated at the rate of \$25/class or a portion thereof. This provision shall not apply to teachers who are assigned to the same study hall under paragraph 3 above.~~

Insert a new Article X, Section L:

**L. Class Coverage:**

*No teacher will be required by the Administration or a supervisor to cover another teacher's class or portion of a class during their preparation period unless they are compensated at the rate of \$35.00/class or a portion thereof.*

5. **Article XVI, Section B – Funeral Leave**

Amend to read as follows:

B. Funeral Leave

For a period not exceeding ~~three (3)~~ **five (5)** days, full pay will be granted in the case of death ~~in the family (~~ **of an employee's** husband, wife, **partner,** child, parent, **grandchild,** or relative living in the household. ~~Three (3)~~

*days of leave will be granted in the case of death of the employee's grandparent, child, brother, or sister). In-laws or step-relatives will be included in the appropriate tier. The same privileges will be granted for absence due to the death of a relative with whom the employee is living. An employee will be allowed absence for a single day with pay to attend the funeral of a friend or a distant relative.*

**6. Article XIX, Section D.3 – In-Service Credits**

Amend to insert a new subparagraph e:

*e. Teachers who have attained Masters +90 status on the salary schedule remain eligible to earn In-Service Credits for participation in the work/activities outlined at Section D.3.c.2 above. However, in-service credits earned may only be utilized for recertification purposes. Those teachers who serve as mentors or mini mentors may elect to earn In-Service Credits for recertification use or payment of an annual stipend, in the amount of \$1000.00 for mentors and a pro-rated amount for mini-mentors, not to exceed \$1000.00. Mentors/Mini Mentors must inform the Human Resources office at the start of the school year as to their election. In the absence of such notification, the mentor will be awarded in-service credits.*

**7. Appendix B, Section 6 – Stipend Positions**

Amend the Mentor Teacher and Mini Mentor Teacher “stipend amount” to read as follows, wherever appearing in the schedule:

Mentor Teacher *		in-service <i>or \$1,000 stipend*</i>	multiple	LEA
Mini Mentor Teacher **		in-service <i>or pro-rated stipend, not to exceed 1,000**</i>	multiple	LEA

At end of table, amend \* and \*\* descriptions as follows:

\* *If not eligible for in-service, would receive \$1,000-As set forth at Article XIX, Section D.3.e, Mentor Teachers who have attained Masters +90 status on the salary schedule may elect to earn In-Service Credits for recertification use or payment of an annual stipend in the amount of \$1000.00.*

\*\* *The above applies, amount would be based on time and not to exceed \$1,000 As set forth at Article XIX, Section D.3.e, Mini Mentor Teachers who have attained Masters +90 status on the salary schedule may elect to earn In-Service Credits for recertification use or a pro-rated amount of the Mentor annual stipend, based upon time, not to exceed \$1000.00.*

8. **Appendix A, Section 6 – Salary Memo**

Amend to read as follows:

By September 30th of each year the ~~Committee~~ **District** shall provide each teacher with *the following information, digitally*: ~~a salary memorandum which shall include~~ salary information, an accumulated sick leave statement and a statement of earned credits, both in-service and graduate.

*In the alternative, an employee will be provided with a written salary memo including the above information, if such request is made in writing to the Business Manager by September 15<sup>th</sup>.*

9. **Appendix A, Section 8 – Salary Schedule**

Increase the 2021-2022 salary schedule as follows:

2022-2023:

Effective September 1, 2022 by 3%.

2023-2024:

Effective September 1, 2023 by 2%.

2024-2025:

Effective September 1, 2024:

(1) Add \$500.00 to Steps 11 – 11E; and

(2) Then increase the schedule by 2%.

10. **Appendix A, Section 8 – Nurses (NEW)**

Insert the following as a new Section 8:

1. School Nurses shall be eligible for horizontal movement to the Masters Column with either a Masters degree or certification from the National Board Certification of School Nurses (NBCSN). Nurses without a Masters degree must maintain said certification in order for continued eligibility for placement in the Masters Column.
2. A Nurse with NBCSN Certification who does not hold a Masters degree may not advance horizontally on the salary scale beyond the Masters column until earning a Masters degree.
3. A Nurse with a Masters Degree and NBCSN certification shall receive an annual stipend of \$1000.00, commencing the school year following receipt

of such certification. Nurses must maintain said certification in order for continued eligibility for the annual stipend.

**11. Parental Leave**

The Parties agree to create a joint committee comprised of the District’s Business Administrator and Human Resources Manager and the Association President and another member designated by the Association President to review the benefits available to members requesting parental leave and to develop a written guide/handbook to identify the benefits available to members and the process for accessing such benefits. The Parties will use their best efforts to complete this guide/handbook by Fall 2022. The draft guide/handbook recommended by the joint committee will be brought back to the negotiating teams for finalization before being distributed to staff.

**12. Additional Class/Intervention Support Pilot**

- A. The Parties agree to implement the following voluntary program as a pilot during the term of the 2022-2025 Collective Bargaining Agreement.
- B. The provisions of this pilot program will terminate effective June 30, 2025, unless the Parties agree otherwise. Any agreement to continue this pilot, or any modified version thereof, shall be subject to ratification by the Committee and the Association members.
- C. It is the intention of the Parties that this opportunity will be available in all schools across the District. The Superintendent or their designee will determine the specific opportunities available.
- D. Members who are interested in teaching an additional class or providing intervention support under this pilot program must submit an application of interest by June 1<sup>st</sup> of each year, in the form set forth below:

Application to Teach One Additional Class/Intervention Support

Name: \_\_\_\_\_

Certification Area: \_\_\_\_\_

*Per the Agreement with the Newburyport Teachers Association, Unit A members may volunteer to teach one (1) additional class for the \_\_\_\_\_ school year, subject to the following:*

- 1. Unit members may volunteer to teach one (1) additional class or intervention support above the five (5) classes per semester or regular work day schedule during non-instructional time determined by the Principal. Where possible, the Principal will utilize prep/duty time for this purpose.

2. To be eligible a teacher must have good references and must have completed teaching one full school year in the Newburyport Public Schools.
3. The Superintendent and the Principal will consult with the Association President relative to applicants and the need to add the additional class/intervention support with the operational schedule.
4. The compensation for teaching an additional class/intervention support (based on the equivalent of a year or half year course) throughout the District shall be as follows:
  - 5 credit course/full year class/intervention support equivalent - \$7,500.00;
  - 2.5 credit course/full year class/intervention support equivalent - \$3,750.00;

*Note: Please return this form to the building Principal by June 1<sup>st</sup>. Tentative course and instructor status will be announced aft the student course selection/intervention programming/schedule has been completed during the summer months.*

**13. Housekeeping**

The Parties agree to incorporate the changes set forth in the Housekeeping document attached hereto as Exhibit A.

This Memorandum of Understanding is subject to ratification by the Committee and the Association. The Parties agree to use their best efforts to obtain ratification by their respective bodies.

This Memorandum may be signed in counterparts, which together shall constitute an original. The Parties agree that electronic signatures or signatures by fax and/or scanned and sent via email are acceptable as originals.

Signed by the duly authorized bargaining representatives on the dates set forth below:

**NEWBURYPORT SCHOOL COMMITTEE**

**NEWBURYPORT TEACHERS ASSOCIATION**

\_\_\_\_\_  
Sarah Hall, Vice-Chair

\_\_\_\_\_  
Joan Sheehan, President

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

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

Exhibit A – Housekeeping Document

Page	To be replaced
1	Literacy and math specialists grade spans k-12 lit coordinator
8, 12-14, 44	<a href="#">High School Schedule</a>
13	Sped Ed Prep time committee
16	Vacancies - Update communication method
18	Sick Leave front load annual 15 days
23	Quarantine Determined by the local BOH
33	Performance Evaluation needs to be lower case A-23 sec C
37	C-2 eliminate
38	Change Foreign Language to World Language
42	teachers illness → teacher's illness
43	<p>Article 26:</p> <p>"The Parties agree to form the following study committee, with representatives of their own choosing, to study and collaborate on inclusionary practices, including the integrated therapies approach."</p> <p><i>No committees are then listed.</i></p>
44 & 45	Dates
48	Payroll Creep -Is it coming up soon??
57-58	Adviser → advisor
59	Middle School CEL needs correcting \$ is listed incorrectly

**HIGH SCHOOL SCHEDULE LANGUAGE CHANGES**



**Pronouns**  
**Change to they/them/their, etc.**

**There is precedence for gender-neutral language — p. 20 XIV.C.1 ("their match").**

Page	Section/Text
4	<p>Step One A professional employee with a grievance shall first discuss it with <b>his</b> principal or immediate superior directly or through an Association representative with the object of resolving the matter informally. Said discussion shall take place no later than thirty days after the teacher knew or should have known of the act or condition on which the grievance is based. A dispute as to whether a grievance has been waived under the paragraph will be subject to arbitration pursuant to Step Four.</p> <p>Step Two: (a) If the aggrieved person is not satisfied with the disposition of <b>his</b> grievance at step one, or if no decision has been rendered within five (5) school days after the presentation of the grievance, the teacher may file the grievance in writing with the Professional Rights and Responsibilities Committee (hereinafter referred to as the "P R &amp; R Committee") within five school (5) days after the decision at Step One or eight school (8) days after the grievance was presented, whichever is sooner. If the P R &amp; R Committee determines that the grievance is meritorious and is in the best interest of the Newburyport School System, within five (5) school days after receiving the written grievance, the P R &amp; R Committee may refer the grievance in writing to the Superintendent of Schools or <b>his</b> designee. (b) The Superintendent or <b>his</b> designee shall meet with the aggrieved person (and a representative of the Association if so requested) within five (5) school days after receipt of the written grievance from the P R &amp; R Committee in an effort to resolve the grievance. The Superintendent or <b>his</b> designee shall respond to said grievance in writing and provide the rationale for <b>his</b> decision.</p>
5	<p>(b) The Arbitrator will issue <b>his</b> decision not later than thirty (30) calendar days from the date of the close of hearings or if oral hearings have been waived, then from the date the final statements and briefs are submitted to <b>him</b>. The Arbitrator's decision will be in writing and will set forth <b>his</b> findings of fact, reasoning and conclusions on the issues submitted.</p> <p>(1) The failure or refusal by the Superintendent to renew the contract of, or to reappoint a probationary or a teacher without professional teacher status. The parties recognize that a teacher without professional teacher status who has been teaching for more than ninety (90) days in Newburyport School System has a right to a hearing at <b>his</b> request before the Superintendent under Massachusetts General Laws Chapter 71, Section 42.</p>
8-9	<p>2. Each nurse will schedule a duty free lunch period during the day equal to the 9 length of the unit member lunch in the building. The nurse, however, understands that <b>s/he</b> must respond to emergencies in the building. In the event the nurse loses all or a portion of the identified lunch period, <b>s/he</b> will reschedule the lunch time during that day.</p>

9	<p>I. Special Subject Teachers Responsibility for a class shall rest with the special subject teacher when that teacher is teaching a class. The regular teacher may decide for <b>himself</b> whether or not to leave a room.</p>
10	<p>K.4</p> <p>The implementation of a flexible work schedule shall not result in the layoff of any bargaining unit member, and no unit member will have any action taken against <b>him/her</b> for refusing to participate in the arrangement.</p>
	<p>K. 7</p> <p>The Superintendent or <b>his/her</b> designee will create policies and/or procedures for the District's flexible schedule programming, including but not limited to safety protocols and class cancellations and make-ups, which will be communicated to and reviewed with the Association President.</p>
11	<p>L.2</p> <p>Professional Development – Part-time teachers are required to attend a prorata amount of District professional development based upon their FTE. If professional development is held on a day that the part-time teacher is not required to work, the Principal and employee will explore options for alternative professional development to be scheduled during the teacher's regular paid non-student contact time, not to include the teacher's preparation or lunch time. If an alternative offering is not possible and the Principal requires the teacher to attend professional development during a time that the teacher is not required to work, then the teacher will be paid at the contract hourly rate. The teacher will be provided with a minimum of two (2) weeks' notice, when possible, of the need to be present during a time outside of <b>his/her</b> regular work hours.</p>
14	<p>C.4</p> <p>No teacher will be required by the Administration or a supervisor to cover another teacher's class or portion of a class during <b>his/her</b> preparation period unless <b>he/she</b> is compensated at the rate of \$25/class or a portion thereof. This provision shall not apply to teachers who are assigned to the same study hall under paragraph 3 above.</p>
16	<p>K.4</p> <p>A unit member who is assigned to more than one school building in a given school day will be provided with a reasonable amount of time to travel from building to building, as well as time to set up and break down <b>his/her</b> class materials where necessary. Any issues with respect to reasonableness will first be discussed by the Superintendent and the Association President in an effort to resolve the concern.</p>
	<p>XI.A</p>

	<p>All open positions in the school system shall be posted in each building and on the School District's web site during the school year, and in the case of vacancies which occur after the last day of school and prior to August 15, in lieu of the posting, the Superintendent or his/her designee shall notify the president of the Newburyport Teachers Association and shall mail notice to those teachers who have provided stamped self-addressed envelopes to the Superintendent or his/her designee at the beginning of the summer vacation. If a vacancy occurs after August 15 and prior to the first day of school, such vacancy may be filled without such notice. In filling such vacancies, all other qualifications being equal (such qualifications to include training, experience, teaching ability, the teacher's evaluations and the judgment of the Superintendent and the appropriate principal), preference will be given to qualified teachers already employed by Newburyport Public Schools. All teachers covered by this agreement who make written application for such vacancies will be given the courtesy of an interview and a timely follow-up response. The parties agree that the decision of the Superintendent will be final and will not be subject to procedures provided in Article IV of this agreement.</p>
17	<p>2. When involuntary transfers are necessary, a teacher's area of competence, major and/or minor field of study, quality of teaching performance, and length of service in the Newburyport School System will be considered in determining which teacher is to be transferred. Teachers being involuntarily transferred will be transferred only to a comparable position. An involuntary transfer will be made only after a meeting between the teacher involved and the Superintendent (or his designee), at which time the teacher will be notified of the reasons for the transfer. In the event that a teacher objects to the transfer at this meeting, upon request of the teacher the Association will be notified and the Superintendent (or his designee) will meet with the Association's representative to discuss the transfer.</p> <p>6. Teachers desiring a transfer will submit a written request to the Superintendent or his/her designee stating the assignment preferred. Such requests must be submitted between September 1 and June 1 of each school year to be considered for the next school year. Request must be renewed each year. All requests will be acknowledged in writing.</p>
18	<p>B. Promotion and Retention The evaluation of the pupil by the classroom teacher shall be given prime consideration in determining the promotion or retention of the pupil. The teacher shall submit for the approval of the principal a clear explanation of all the factors in his evaluation of pupils and shall, when requested to do so, present his rank book for inspection by the principal. It is understood that the final decision shall be made by the principal.</p> <p>XIV.A</p> <p>In any school year, an employee may be absent for fifteen days because of personal illness and receive full pay. The Superintendent of Schools or his/her designee may request a doctor's certificate for any period of declared sickness. The annual allowance of sick days shall accrue to each member of the bargaining unit at the rate of 1.5 days per month commencing on the last day of September in each school year, and shall continue to accrue at said rate on the last days of each month on the school year thereafter, while said member continues in employment. This rate of accrual may be accelerated because of hardship or for other good reason shown, at the discretion of the School Committee.</p>

	<p>An employee shall be entitled to use up to fifteen (15) sick days each year in case of emergency, illness or injury in the immediate family which requires an employee to care for or to make arrangements for necessary medical or nursing care. Immediate family shall mean spouse, children, parents, siblings, mother-in-law, father-in-law, and a member of his/her immediate household.</p>
19	<p>B. Cumulative Sick Leave Cumulative sick leave as herein defined is the sum of all unused portions of an employee’s annual allowance of fifteen (15) days. A written notice of application for benefits under the cumulative sick leave rule must be accompanied by an additional statement of the beneficiary’s physician and must be presented to the Superintendent of Schools or his/her designee within ten (10) days after commencement of the cumulative period. Thereafter at the end of each two weeks the beneficiary shall file with the Superintendent of Schools or his/her designee an absentee’s certificate of disability, signed by his or her physician. The School Committee reserves the right to require the certificate of the School Physician in addition to the above certificate.</p> <p>Failure to comply with the regulations governing the cumulative sick leave plan suffices to deprive the applicant of participation therein. In any current school year, an employee shall be entitled to his/her current sick leave allowance, and in conformity with above, that portion of his/her cumulative sick leave which has accrued.</p>
20	<p>contribution to achieve the \$500.00 match. The employee’s contributions will be deducted in equal installments from his/her biweekly pay over the course of the school year and must equal or exceed \$500.00 by May 15th .</p> <p>D. Sick Leave/FMLA Leave When an eligible teacher, (i.e. a teacher who has completed one full academic year of continuous service as a full-time employee), utilizes sick leave, whether from the Sick Leave Bank or his/her own accumulated sick leave, for a serious health condition, such leave will be deducted from the teacher’s entitlement to (12) weeks leave under the FMLA.</p>
22	<p>due to extenuating or serious circumstances. Such a request must be made in writing to the Superintendent or his/her designee who may approve the use of a personal day in these circumstances.</p> <p>5. Requests for use of consecutive personal days in excess of two consecutive days will be granted only on approval by the Superintendent or his/her designee.</p> <p>2. Any teacher who must be absent from school to fulfill military obligations because of membership in an active reserve unit of the Armed Forces, provided he is ordered to duty, shall be paid the difference of his full salary as a teacher and his compensation as a reservist up to seventeen (17) calendar days of such leave. If such leave is granted over seventeen (17) calendar days no pay shall be given. Such time shall not be counted as sick or personal leave.</p> <p>D. Court Appearance When an employee is summoned into Court as a witness during school</p>

	<p>hours, the School Department will pay the difference between the full salary and the full compensation for serving as a witness for up to three (3) days per school year, provided that the employee has previously utilized his four (4) days leave of absence pursuant to Paragraph A above. The requirements to use personal days shall not apply to job related appearances. This paragraph shall be subject to the same condition as Paragraph A above.</p> <p>E. Jury Duty An employee shall receive his full compensation minus a deduction for his juror’s pay when required to serve as a juror during the school year. The teacher shall make every effort to obtain permission from the Court to serve as a juror during a period when school is not in session.</p>
23	<p>F. Religious Leave A teacher whose religious faith requires in the usual observance of religious holidays of that faith that he be absent from work for one or more full teaching days shall have the above limit extended by the number of such holidays that occur during the school year</p> <p>b. The employee shall notify the Superintendent or his/her designee, in writing, at least 45 school days prior to the anticipated date of departure and the employee’s intention to return, or provide notice as soon as practicable if the delay is for reasons beyond the individual’s control. At the time of the notification, the employee shall select, in writing, one of the following options:</p> <ol style="list-style-type: none"> <li>1. Extended leave without pay for up to one (1) year - A member taking leave under this provision who has accrued sick leave benefits under Article XIV of this Agreement may use these benefits under the same terms and conditions which apply to other temporary disabilities for the period of his/her disability as certified by the member’s health care provider. Up to the first twelve (12) weeks of such leave shall be considered leave pursuant to the Family</li> </ol>
24	<ol style="list-style-type: none"> <li>2. Leave of up to twelve (12) weeks duration pursuant to the Family Medical Leave Act 1993 (FMLA leave), depending upon the employee’s eligibility – A member taking leave under this provision who has accrued sick leave benefits under Article XIV of this Agreement may use these benefits under the same terms and conditions which apply to other temporary disabilities for the period of his/her disability as certified by the member’s health care provider.</li> <li>3. An employee who has not completed one full academic year of full time service, but who has completed more than three (3) months of service, may be granted up to eight (8) weeks of leave of absence pursuant to G.L. c.149, §105D, the Massachusetts Parental Leave Act (“MPLA”). A member taking leave under this provision who has accrued sick leave benefits under Article XIV of this Agreement may use these benefits under the same terms and conditions which apply to other temporary disabilities for the period of his/her disability as certified by the member’s health care provider.</li> </ol> <p>A. An employee on leave pursuant to the MPLA shall provide the Superintendent of his/her designee with at least two (2) weeks’ notice of the anticipated date of departure and the employee’s intention to return, or provide notice as soon as practicable if the delay is for reasons beyond the individual’s control.</p> <p>I.1.c</p>

	An employee on leave shall retain all rights held prior to such leave. However, <b>she/he</b> shall not advance in increment unless <b>he/she</b> taught at least ninety (90) school days in the school year in which the leave commenced.
24-25	I.1.d  While an employee is on the FMLA leave, the Committee shall continue its contribution toward the employee's health insurance premium, provided that the employee makes timely payment of <b>his/her</b> contribution toward the health insurance premium. An employee on an unpaid, non-FMLA leave of absence may 25 continue <b>his/her</b> insurance coverage during the leave of absence provided that <b>he/she</b> pays 100% of the monthly premium.
25	e. Notice of Return to Work 1. Extended Leave: An employee on an extended leave pursuant to Section 1(c)(1) above shall notify the Superintendent or <b>his/her</b> designee by March 1 (if <b>she/he</b> were scheduled to return at the beginning of the school year) whether or not <b>she/he</b> is going to return to work at the beginning of the school year. An employee on an extended leave pursuant to Section 1(c)(1) above shall notify the Superintendent or <b>his/her</b> designee by September 1 if <b>she/he</b> were scheduled to return to work at the beginning of the second semester whether or not <b>she/he</b> is going to return to work at the beginning of the second semester. 2. FMLA Leave: An employee on FMLA leave shall notify the Superintendent or <b>his/her</b> designee at least four (4) weeks prior to <b>his/her</b> scheduled date of return from leave whether or not <b>she/he</b> intends to return to work.  J. FMLA Leave for Serious Health Condition 1. An eligible employee may be entitled to up to twelve (12) weeks of unpaid leave of absence per contract year due to <b>his/her</b> own serious health condition or the serious health condition of a member of <b>his/her</b> immediate family. In addition, that employee may be entitled to use sick leave during the 12 week leave (or any portion) provision to Article XV. Fact sheets from the Department of Labor which describe the terms of this leave are available from the Superintendent's office.  4. Prior to an employee's return from FMLA related to <b>his/her</b> own serious health condition, the Superintendent may require a fitness for duty certificate from the employee's health care provider.
26	2. That the application be in writing to the Superintendent of Schools or <b>his/her</b> designee on or before November 15 of the school year.  3. That it be a requirement that if such leave is granted, that a member of the staff who is granted this leave must enter into a written agreement with the Committee that upon termination of such leave <b>he</b> will return to serve in the Newburyport Public Schools for a period equal to twice the length of such leave and that, in default of completing such service, <b>he/she</b> will refund the City of Newburyport, an amount equal to such proportion of salary received by <b>him/her</b> while on leave as the amount of service actually rendered as agreed, bears to the whole amount of service agreed to be rendered.
30	E.1. The course must be approved in advance by the Superintendent or <b>his/her</b> designee.



	<p>2 The course must be part of a planned program to enhance the competence of the teacher in <b>his/her</b> present position, and normally one that would be part of a degree program. Other courses may be approved at the discretion of the Superintendent or <b>his/her</b> designee.</p> <p>3. The teacher must achieve a grade of at least B or its equivalent and shall submit a record of the grade to the Superintendent or <b>his/her</b> designee.</p> <p>4. The teacher shall pay the entire tuition fee and shall be reimbursed on the successful completion of the course as provided herein. A received copy of the tuition bill shall be submitted to the Superintendent or <b>his/her</b> designee as evidence of the cost of the course.</p> <p>5. To be eligible for tuition reimbursement as provided in this article a teacher shall be planning to continue <b>his</b> employment in the Newburyport Public Schools during the year following the year in which the course was taken. Payment for courses taken during a summer session will be made only to teachers who return in September.</p>
31	<p>1. The course must be approved in advance by the Superintendent or <b>his/her</b> designee.</p> <p>3. The course must be part of a planned program to enhance the competence of the teacher in <b>his/her</b> present position or to satisfy re-licensure requirements. Other courses may be approved at the discretion of the Superintendent or <b>his/her</b> designee.</p> <p>4. The teacher must submit a certification of completion to the Superintendent or <b>his/her</b> designee.</p> <p>5. The teacher shall pay the entire course cost and shall be reimbursed on the successful completion of the course as provided herein. A received copy of the bill shall be submitted to the Superintendent or <b>his/her</b> designee as evidence of the cost of the course.</p> <p>6. To be eligible for reimbursement as provided in this Article a teacher shall be planning to continue <b>his/her</b> employment in the Newburyport Public Schools during the year following the year in which the course was taken. Payment for courses taken during a summer session will be made only to teachers who return in September.</p>
32	<p>2. The exchange teacher shall be placed on the salary schedule in accordance with <b>his</b> experience and training.</p>
33	<p>D. The Association shall furnish the Superintendent with a list of its officers, members and members of its standing committee as soon as they are appointed and shall notify <b>him</b> of any changes that occur thereafter.</p> <p>E. The Association shall furnish the Superintendent with the names of any person or persons empowered by it to conduct negotiations with the School Committee, and in the case of any such person who is not a member of the professional staff of the Newburyport Public Schools, the Association shall furnish information relative to the professional affiliations of that person and</p>

	<p><b>his</b> relationship to the Association. The Committee agrees to furnish the same information to the president of the Teachers Association.</p> <p>D. Personnel Files 1. If any written report is made concerning a teacher, which is to be placed in the teacher's file, the teacher shall be given a copy of such report before it is filed. The teacher shall sign the file copy to acknowledge that <b>he</b> has seen the report prior to its filing. The teacher's signature shall not be construed as agreement with the contents of the report.</p>
34	<p>2. A teacher who disagrees with the contents of any such report shall have the right to submit a written commentary which shall be placed with the report in <b>his</b> personnel file.</p>
37	<p>3. When a BCBA is required as a result of the terms of a student's IEP to conduct a home visit outside of regular work hours, such work shall be considered voluntary and then the member will be paid <b>his her</b> hourly rate of pay (based upon <b>his/her</b> per diem rate).</p> <p>4. Notwithstanding the respective working conditions of the two positions referenced above, it is understood for the Fall 2009 semester, one individual may be called upon to serve in a combined capacity: as both the VHS Coordinator and the VHS Teacher. In such case, the individual will be employed under the working conditions for a VHS Coordinator (a 1.0 FTE teacher who serves as a Coordinator outside <b>his/her</b> regular duties for an annual stipend of \$5,000.00) who also performs an additional .2 FTE as the VHS Teacher, for which <b>he/she</b> is compensated. As such the individual would be working as a 1.2 FTE.</p>
39	<p>5. Seniority shall determine retention and layoffs shall occur in reverse of order of seniority. If however, the junior teacher in a department can be demonstrated to be "head and shoulders" above an individual member in the department senior to <b>him</b>, the junior teacher may be retained. If the next most junior teacher in a department can be demonstrated to be "head and shoulders" above an individual member of the department senior to <b>him, he</b>, too, may be retained and the next most junior teacher shall be laid off. If layoff occurs by seniority, such action is not grievable. In the event an administrator is returned to this bargaining unit, the "head and shoulders" standard does not apply and the most junior teacher shall be laid off. An administrator who returns to this bargaining unit shall be credited with one-half of the number of years of service accrued while serving in an administrative position, in addition to any years of service previously accrued as a member of the teachers bargaining unit. To demonstrate "head and shoulders" superiority, the following criteria shall be used in order:</p>
40	<p>6. A teacher with professional teacher status who is scheduled to be laid off may "bump" a less senior teacher in another department if <b>he</b> is certified and has taught a course successfully for one year in the department. A teacher may be prevented from bumping into another department if the assignments of the members of the department cannot be adjusted to accommodate the entry of the teacher into the department. A reasonable effort shall be made to adjust the assignments.</p> <p>8. Nothing in the Agreement shall prevent a teacher from volunteering to be laid off, should <b>he</b> so choose.</p>
41	<p>2. Once a teacher has been notified of being affected by a layoff, the teacher must determine</p>



	<p>whether <b>he</b> desires to exercise <b>his</b> rights pursuant to M.G.L. c.71, §42 or exercise rights pursuant to this Agreement and be placed on the recall list. Said written decision must be sent to the Superintendent within thirty (30) calendar days of receipt of the layoff notice. Any affected <b>teacher (s)</b> who elects to waive rights to a dismissal hearing pursuant to M.G.L. c.71, §§42 or 42A does so with the understanding that such waiver applies irrevocable to that particular position held at the time and shall encompass the automatic termination process at the end of the layoff period. Should the teacher not be reduced or should the teacher be recalled at any time prior to the expiration or the recall period, the written waiver shall be returned to the teacher, except said waiver shall not be returned to a teacher who agrees to replace a teacher on leave of absence or who otherwise agrees to return on a temporary basis. The waiver is contained in Appendix E, Forms.</p> <p>4. Should a teacher not accept recall for any reason prior to the expiration of the recall period, the teacher may resign or retire from the system. If the teacher retires, <b>he</b> shall be entitled to the benefit otherwise accorded retiring teachers in Article XV C (in accordance with the procedure outlined therein).</p> <p>b. A laid off teacher shall have the right to return to a position in the Department from which <b>he</b> was reduced.</p> <p>c. A laid-off teacher shall have the right to return to a position in a department other than that from which <b>he</b> was reduced if there is no other teacher from the department on the recall list, if <b>he</b> is certified, and if <b>he</b> has taught a course successfully for one year in the department.</p>
42	<p>a. If a teacher is under contract to teach in another school district <b>he</b> may claim the vacancy within fourteen (14) days or agree in writing within the same time period to return to Newburyport on September 1st of the following school year. The vacancy would then be offered to the next qualified teacher on the recall list, if any, on a temporary basis for the balance of the school year. The seniority standing of a teacher filling in on a temporary basis shall not be added to or detracted from by said acceptance</p> <p>8. Any teacher affected by a reduction-in-force who accepts another teaching position during the two-year recall period shall notify the Superintendent of this act within thirty (30) days of <b>his</b> appointment and shall inform the Superintendent as to whether or not <b>he</b> wishes to maintain <b>his</b> status on the recall list. Such notification and information shall be in writing. Any person who fails to comply with the provisions of this section shall be placed at the bottom of the recall list.</p> <p>10. If a teacher on recall is not recalled within the two year period, <b>his</b> rights under this Article are terminated, and <b>he</b> shall be dismissed automatically in accordance with the terms of the waiver executed <b>him</b>.</p>
43	<p>E. Waiver A teacher with professional teacher status who is notified that <b>he</b> is to be laid off and who waives in writing on the form Appendix F, Forms, present and/or future rights to a dismissal hearing pursuant to MGL CH. 71 S. 42 for the express purpose of the specific reduction for which <b>he</b> has been notified pursuant to this Article XXV, shall be placed on an involuntary unpaid leave of absence and retain all tenure rights, seniority and other contractual</p>

	<p>benefits in lieu of dismissal. Such involuntary unpaid leave of absence shall be for a period of two (2) years from September 1st, immediately following notice of reduction. Should the teacher accept recall, said waiver is null and void. The teacher shall be dismissed automatically following the termination of the involuntary leave of absence.</p>
44	<p>2. Teachers shall be made aware that CORI and/or CHRI reports concerning them are being requested and when such request is actually made. In accordance with applicable law, all current and prospective teachers shall sign a CORI/CHRI Request Form which shall be maintained by the Superintendent, authorizing receipt by the Newburyport Public Schools of all available CORI/CHRI data from the Massachusetts Department of Criminal Justice Information Services (DCJIS). In the event that an individual teacher has questions concerning the signing of the CORI/CHRI Request Form, <b>he/she</b> may meet with the superintendent. If the concerns are not resolved and the teacher fails to sign the CORI/CHRI Request Form the Superintendent may take appropriate action. Any and all personnel actions resulting from a teacher's failure to sign the CORI/CHRI Request Form shall be conducted pursuant to the provisions of the General Laws of the Commonwealth of Massachusetts.</p> <p>4. A teacher may challenge information contained in <b>his/her</b> CORI/CHRI report by notifying the Superintendent, in writing, of <b>his/her</b> intent to challenge the CORI/CHRI report within ten (10) days of the teachers receipt of the CORI/CHRI report from the Superintendent's office as described in paragraph 2 above. If the teacher informs the Superintendent in writing that there is an error in <b>his/her</b> CORI/CHRI report, then the teacher will be given thirty (30) days to have the CORI/CHRI report corrected by the DCJIS or the appropriate state or national agency. The Superintendent may extend this thirty (30) day period as needed. Such an extension will not be unreasonably denied. No personnel action will be taken against the teacher until the teacher has received a <b>response from to his/her</b> correction request.</p> <p>5. All CORI/CHRI records shall be kept in a separate, secure file maintained in the office of the Superintendent separate from personnel files. Upon retirement or termination of <b>his/her</b> employment an employee may request in writing that <b>s/he</b> be given <b>his/her</b> reports. Such reports shall be provided to the employee within ten (10) days of the request.</p>
45	<p>6. Access to CORI/CHRI records will be restricted to the Superintendent or <b>his/her</b> designee, the Human Resources Administrative Assistant and the Principal of the teacher, except that, where a teacher challenges any disciplinary action taken as a result of an unfavorable CORI/CHRI, the CORI/CHRI report and/or its contents may be shared with others.</p> <p>7. After review of a CORI/CHRI report, the Superintendent, if <b>s/he</b> deems it necessary, may meet with the employee who may, at such meeting, be represented by the Association. Any and all personnel actions resulting from information acquired from a CORI/CHRI report shall be conducted pursuant to the provisions of the Collective Bargaining Agreement and the General Laws of the Commonwealth of Massachusetts.</p>
47	<p>Section 2: Annual Increments a. It is mutually agreed that annual increments are not automatic. They are granted by the Superintendent. A teacher may have <b>his</b> increment withheld provided that prior to March 15 <b>he</b> is notified in writing by the Superintendent that <b>his</b> work is</p>

	<p>unsatisfactory. The Superintendent and the Principal shall take steps to provide help and guidance to the teacher for the purpose of improving his/her efficiency. If by June 1, the teacher is still considered to be unsatisfactory, the School Committee may withhold the salary increment due the following September. However, the increment shall not be unreasonably withheld.</p> <p>c. The determination of the number of credits a teacher may use for salary increments shall begin with the number of credits stated by the teacher on his application form and verified through the presentation of appropriate credentials.</p> <p>d. A teacher obtaining the approved credits, or a Master's degree, will be placed in his proper classification when his next increment would normally take place. Certified credentials must be in the hands of the Superintendent by September 1. Credits not to be completed until August will be honored contingent upon evidence of satisfactory completion before the beginning of the new school year.</p>
48	2. The teacher would select which pay plan he will be on not later than May 1.
64	1. Placement on the coaches' salary schedule shall be at the discretion of the School Committee, except that an assistant coach, other than a football coach, currently employed in the system, who is elected head coach in the same sport, may be placed on salary schedule no lower than two steps below his present placement.
66	<p>1. No Head Coach will be placed on a step lower than any of his or her coaches' salaries.</p> <p>3. The School Committee reserves the right to place a coach further up the schedule than his/her experience allows, for meritorious service or experience.</p>
71	<p>F.2.g</p> <p>In the event a teacher needs assistance with the implementation of Section 2 of these procedures, he/she shall proceed first to the collaboration team, then the SPED Coordinator within that school building and finally the Principal. A teacher may discuss the issue(s) with the Director of Student Services if the problem is still unresolved.</p>
72	<p>Also - there's no #5 on this page</p> <p>6. The Leadership model will be run as a one (1) year pilot during the 2019-2020 school year. The Superintendent or his/her designee and the Association President or his/her designee will meet during the year, beginning at least mid-year, to review the implementation of the model and discuss working conditions, including but not limited to work load and compensation. Recommended modifications to the working conditions set forth herein shall be forwarded to the negotiation teams. Agreed upon changes shall be in writing, signed by the duly authorized bargaining representatives and subject to ratification by the Parties. Until such time as any agreed upon changes are ratified by the parties, the terms set forth herein shall continue</p>
Appendix I	ii. Notification: The Educator shall be notified in writing of his/her Evaluator at the outset of each new evaluation cycle, but no later than September 15 of such year. The Evaluator(s) may be

Ed. Eval. Page 3	changed upon notification in writing to the Educator.
Page 8	<p>i. The evaluation cycle begins with the Educator completing and submitting to the Evaluator a self-assessment by October 1 or within four weeks of the start of his/her employment at the school.</p> <p>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 address shared District, grade level or subject area goals.</p>
Page 12	<p>2 nd Describe actions the Educator should take to improve his/her performance.</p> <p>3 rd Identify support and/or resources the Educator may use in his/her improvement.</p> <p>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.</p>
Page 13	<p>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.</p>
Page 18	<p>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.</p>
Page 22	<p>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 s/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.</p>

**School Committee Meeting Schedule  
July 2022 – June 2023**

2nd <sup>t</sup> read – June 6, 2022
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Voted/Approved - \_\_\_\_\_

**NOTES:**  
 School Committee Meetings are held on the **1st and 3rd Mondays** of each month at 6:30 PM at the Senior/Community Center; (By city Charter, SC meetings shall not meet on the same day as a regular city council meeting, except in case of an emergency.)  
 \*Exceptions to the rule: \*Tuesday, September 6 due to Labor Day; \*Tuesday, November 15 - Joint FY23 Budget meeting; \*Tuesday, January 3 due to New Year’s holiday, Tuesday, January 17 due to MLK holiday, \*Tuesday, February 28 and Tuesday, April 25 due to school vacation weeks, and Tuesday, June 20 due to Juneteenth holiday, and not to conflict with City Council meetings.

DATE	TIME	INFO		DATE	TIME	INFO
SUMMER RETREAT Wednesday, July 27	4:00 PM - 8:00 PM	<i>RETREAT</i> NHS Library		<i>Tuesday, January 3, 2023</i>	6:30 PM	Business/Organizational Meeting
August 15, 2022	6:30 PM	Business Meeting		<i>Tuesday, January 17, 2023</i>	6:30 PM	Business Meeting
<i>Tuesday, Sept. 6, 2022</i>	6:30 PM	Business Meeting		February 6, 2023	6:30 PM	Business Meeting
September 19, 2022	6:30 PM	Business Meeting		<i>Tuesday, February 28, 2023</i>	6:30 PM	Business Meeting
October 3, 2022	6:30 PM	Business Meeting		March 6, 2023 <i>Public FY24 Preliminary Budget Presentations</i>	6:30 PM	Business Meeting
October 17, 2022	6:30 PM	Business Meeting		March 20, 2023	6:30 PM	Business Meeting
November 7, 2022	6:30 PM	Business Meeting		April 3, 2023	6:30 PM	<i>Public Hearing on Budget</i> Business Meeting
* <i>Tuesday, Nov. 15, 2022</i> 6:30 PM	City Council & School Committee Joint Meeting FY23 Budget			<i>Tuesday, April 25, 2023</i>	6:30 PM	Business Meeting
November 21, 2022	6:30 PM	Business Meeting		May 1, 2023	6:30 PM	Business Meeting
December 5, 2022	6:30 PM	Business Meeting		May 15, 2023	6:30 PM	Business Meeting
December 19, 2022	6:30 PM	Business Meeting		June 5, 2023	6:30 PM	Business Meeting
				<i>Tuesday, June 20, 2023</i>	6:30 PM	Business Meeting

**\*\* Meeting dates, times and/or locations may be changed, added or deleted, throughout the year.**

# Newburyport Public Schools

PreK - 12 Literacy  
Presentation

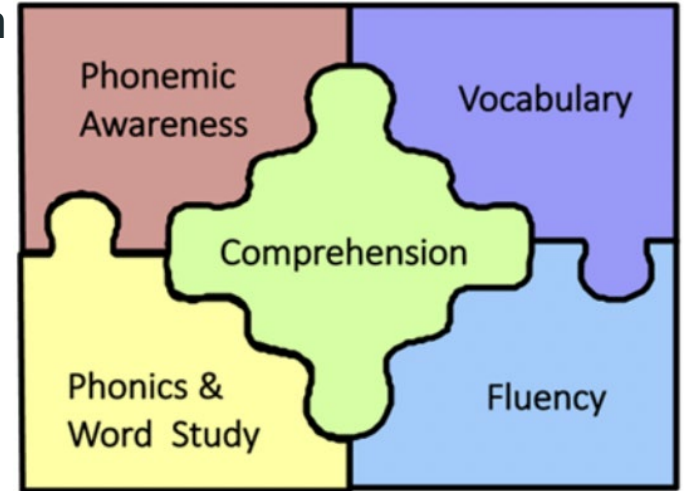
# Areas of Reading

The main goal of the English Language Arts program is to teach students English language literacy skills. These skills are primarily expressed in the ability to effectively read, write, listen and speak.

We seeks to develop students who are strategic readers, effective writers, engaging speakers, and critical thinkers.

Without strong reading and writing skills, a student's ability to enjoy success in school and in the workplace is diminished.

5 Pillars of Reading



# Four Key Elements in Effective Literacy Instruction

1. Shared vision and values
2. Common goals, language and collective responsibility
3. A high level of teacher expertise
4. A culture of continuous professional learning



# Shared Vision and Values what does it look like?

- ❖ High expectations for all students, valuing linguistic, ethnic, and cultural diversity;
- ❖ Students gaining an understanding of their physical, social, and emotional world and their roles as informed global citizens.
- ❖ Teacher teams taking collective responsibility for the success of each student;
- ❖ Effective practices appropriate to whole-class, small-group, and individual contexts;
- ❖ Students engaged in authentic inquiry about topics that fuel their intellectual curiosity;
- ❖ Students as powerful agents in their own learning, frequently making choices;
- ❖ Students thinking, talking, reading, and writing about their world;
- ❖ Lots of texts providing rich, diverse examples of genre, theme, topic, setting, and other literary qualities;
- ❖ Shifts from “my students and my classroom” to “our students, our classrooms, our curriculum, our school, our data, our goals, our professional learning opportunities, and our expectations for students and one another.” (Fountas)

# High Level of Teacher Expertise Examples

- ❖ A repertoire of techniques for observation and assessments
- ❖ A clear vision of proficiency in reading, writing, and talking and writing
- ❖ A deep knowledge of texts, their characteristics, and their demands
- ❖ Expertise in implementing a range of research-based instructional practices

# Literacy Assessment - Elementary

Newburyport Public Schools uses multiple data points to make instructional determinations and to assess students' reading proficiency.

- standardized tools (Amplify)
- classroom-based assessments (Rubrics)
- both whole-class and individual settings

These provide teachers, parents/guardians and students with specific information beginning the first month of Kindergarten and continuing over the course of each year. Teachers also informally assess and work with students to build confidence and a love for reading.

Teachers use progress monitoring data, classroom assessments, professional observation, and diagnostic assessments to ascertain student growth, benchmark students' achievement in grade level standards and plan instruction to target student learning goals. Staff regularly review student data to help inform the literacy instruction that is most appropriate for all students. Intervention services are considered for students who score in the lowest quartile (25th percentile and below).

## Essential support for students striving to learn literacy skills

- Differentiated small group or individual instruction within the classroom
- Models include pull-out and push-in from interventionists
- Classroom teachers , Title One and building administration work collaboratively to identify potential candidates using a variety of assessment and instructional information (Benchmark Assessment System, classroom observations, conferring notes, writing, etc.)
- Students are selected during grade level meetings with classroom teachers, special educators, EL teachers and literacy specialists

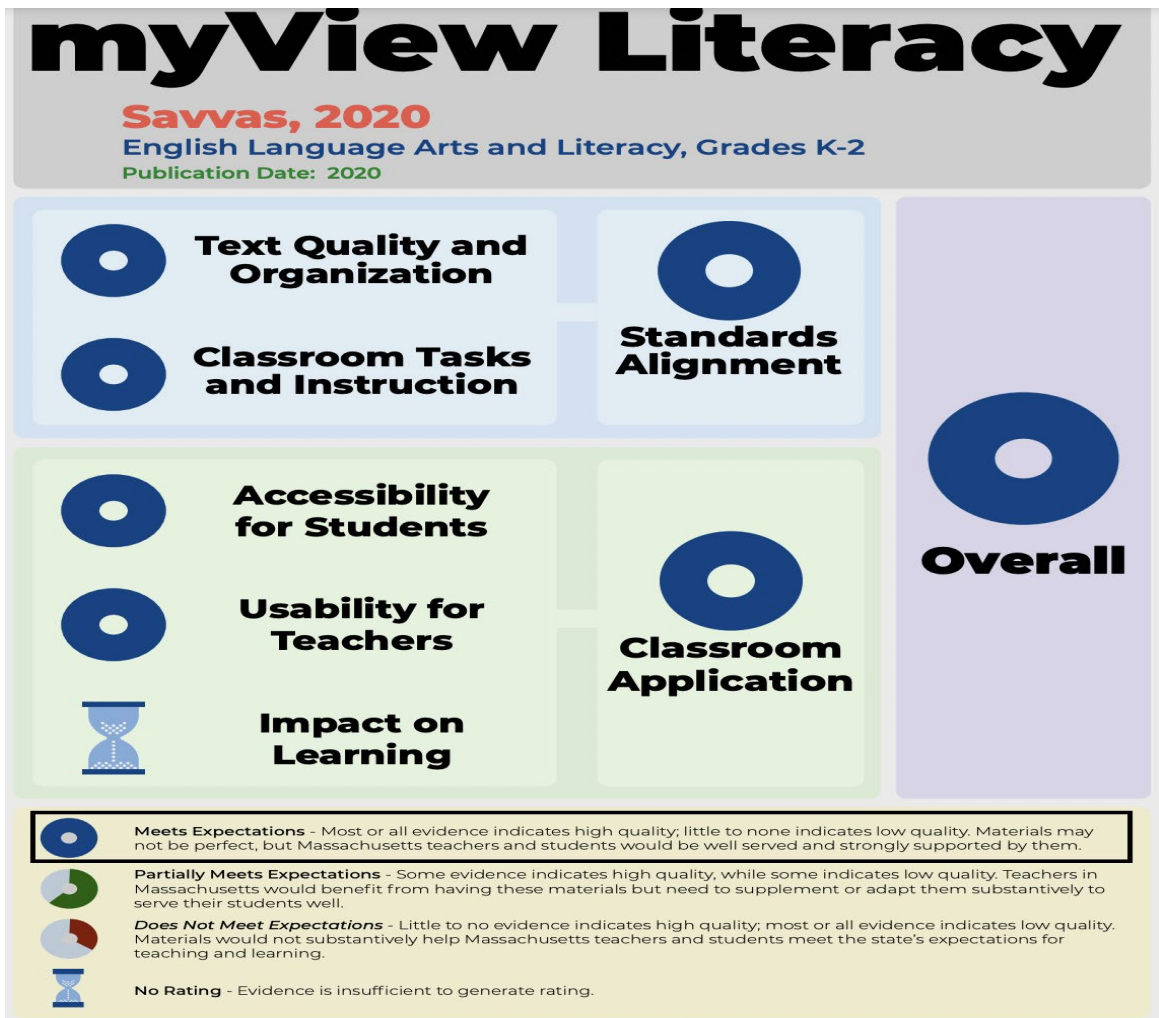
## Scientifically -based Reading Instruction

Scientifically-based reading instruction is consistently implemented throughout the elementary grades. We have reviewed the state standards and aligned current *My View* reading materials to grade level standards. In order to implement the 2017 Massachusetts Frameworks for Literacy Standards in the Newburyport Public Schools, teachers:

- Use *My View (Comprehension, Fluency and Vocabulary) K -5, My Perspectives Grade 6* (Book Club readers, leveled readers, reader's theater, assessments and digital resources)
- Utilize Wilson Foundations Word Study Program K -3
- Beginning FY 22-23 Three Cheers of Pre K program for our 3 and 4 year old students to focus on early literacy.
- Use other district-selected materials (selected novels, informational text, choice materials both in digital and print formats in the classroom, and media center)
- Employ flexible grouping and guided instruction
- Utilize consistent classroom assessments
- Employ district approved interventions
- Professional development from Landmark for the Science of Reading training.

# My View & Perspectives K-6

## Meets Expectations



# District Literacy Plan Action Steps

## Action Steps

- Establish a team to define a district wide system of student support for literacy PK12.
- Ensure that all professional staff members have common knowledge of and common language for use of the MA Literacy Curriculum Framework.
- Continue grade level teams PK12 to design standardsaligned units of study.
- Identify common writing assessments at each grade level/course that reflect standards.
- Establish a districtwide system of tiered student support that includes scheduled time and definition of an intervention block at each school.
- Post and disseminate literacy information on district website
- Collaborate with School Librarians to support students with a love for reading.
- Communicate NPS District Literacy Plan to all stakeholders (staff, students, parents, school community).
- Provide literacy support tools for our high needs population.

# PreK – 5 Anchor Standards

- **College and Career Readiness Anchor Standards for Reading**
  - Key Ideas and Details
  - Craft and Structure
  - Integration of Knowledge and Ideas
  - Range of Reading and Level of Text Complexity
- **College and Career Readiness Anchor Standards for Language**
  - Conventions of Standard English
  - Knowledge of Language
  - Vocabulary Acquisition and Use
- **College and Career Readiness Anchor Standards for Speaking and Listening**
  - Comprehension and Collaboration
  - Presentation of Knowledge and Ideas

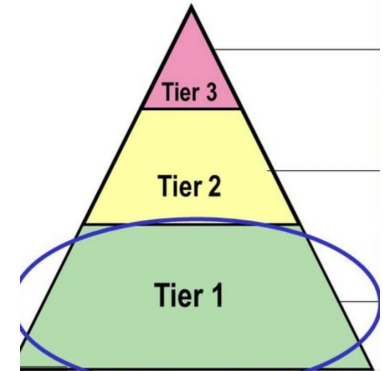


## Tier One Instruction

**Tier one instruction is the core instructional program for all students.**

All classroom teachers are expected:

- ❖ to employ best-practices instruction and the district adopted materials.
- ❖ teach students in flexible groups and with leveled text that allows students to practice and build reading skills and strategies.
- ❖ create flexible groups using assessment data to support student growth.
- ❖ To support interaction with grade-level and above-grade-level texts in order to:
  - build background knowledge,
  - experience excellent writing and language models,
  - build oral language and vocabulary through rich discussions,
  - meaningfully engage with text through a variety of genres.



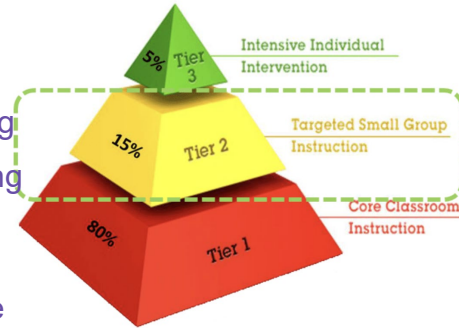
# Tier Two

The second tier of instruction includes targeted interventions for students who may need more time and may need supplemental or different materials or instruction to accelerate growth and reach grade level benchmarks.

Depending on a student's needs, the intervention may focus on increasing capacity in phonemic awareness, phonics/word study, vocabulary, fluency, or comprehension.

The Newburyport Early Reading Foundations program provides individual and small group reading instruction to students in grades K-3 who qualify for additional reading support based on screening results from Dibels, F&P BAS, My View scores and teacher input.

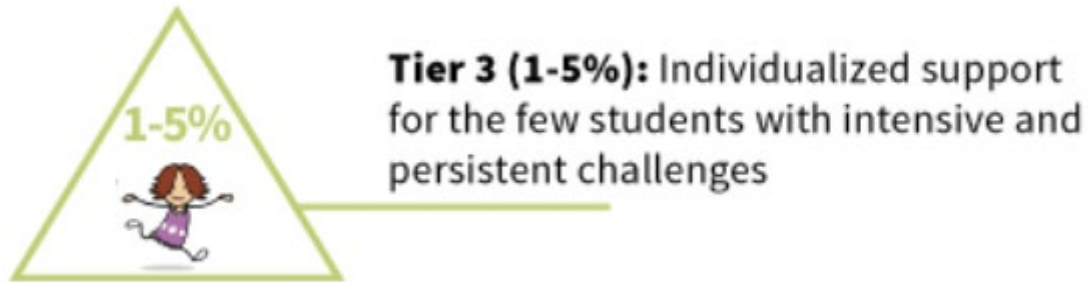
Students in grades K-3 may also be eligible for Targeted Title I services. At-risk students receive support through Tier II interventions, Title I and RTI. Parents are informed of their child's eligibility for these services. These services are provided in addition to their core literacy classroom curriculum, and include targeted instruction with highly qualified reading teachers. The instruction focuses on the five main pillars of reading as identified by the National Reading Panel – phonemic awareness, phonics, vocabulary, comprehension, and fluency.



# Tier Three

In the third tier, students receive increased instruction and may use an alternate curriculum to meet standards and make a year or more of academic growth.

They may be taught by a special education teacher, but not always. Newburyport Public Schools provides a comprehensive program for students with disabilities.



# Assessment Example - K-2

<b>Grade</b>	<b>Assessment</b>	<b>Areas Addressed</b>	<b>Administered By:</b>	<b>Timeline</b>
<b>K</b>	<b>DIBELS 8th</b>	SUBTESTS: Letter Naming Fluency Phoneme Segmentation Fluency Nonsense Word Fluency Word Reading Fluency	Title I Team	4-6 minutes per student <ul style="list-style-type: none"><li>• Fall</li><li>• Winter</li><li>• Spring</li></ul>
<b>1</b>	<b>DIBELS 8th</b>	SUBTESTS: Letter Naming Fluency Phoneme Segmentation Fluency Nonsense Word Fluency Word Reading Fluency Oral Reading Fluency	Title I Team	5-7 minutes per student <ul style="list-style-type: none"><li>• Fall</li><li>• Winter</li><li>• Spring</li></ul>
<b>2</b>	<b>DIBELS 8th</b>	SUBTESTS: Nonsense Word Fluency	Title I Team	4 minutes per student; 5-7 minutes per group

# Proficiency Example - Dibels Kindergarten

GRADE	ASSESSMENT	High Risk	Some Risk	Low Risk	Advancing Proficiency
K	DIBELS 8th	<ul style="list-style-type: none"> <li>-Knows some letter names (0-34 per minute)</li> <li>-Segment some 2-3 phoneme words (0-36 per min.)</li> <li>-Know some letter sounds automatically (0-23 per min.)</li> <li>-be able to blend some CVC words (0-3 per min.)</li> <li>-Have a growing bank of sigh words (0-5 per min.)</li> </ul>	<ul style="list-style-type: none"> <li>-Know most letter names (35-41 per minute)</li> <li>-Segment 2-3 phoneme words (37-43 per min.)</li> <li>-Know some letter sounds automatically (24-30 per min.)</li> <li>-be able to blend some CVC words (4-6 per min.)</li> <li>-Have a growing bank of sigh words (6-9 per min.)</li> </ul>	<ul style="list-style-type: none"> <li>-Know all letter names automatically/with ease (42+ per minute)</li> <li>-Segment 3-4 phoneme words with ease (44-52 per min.)</li> <li>-Know most <u>letter sounds</u> automatically/with ease (31-48 per min.)</li> <li>-be able to blend some CVC words (7-12 per min.)</li> <li>-Have a growing bank of sigh words (10-17 per min.)</li> </ul>	<ul style="list-style-type: none"> <li>-Know all letter names automatically/with ease (42+ per minute)</li> <li>-Segment 3-4 phoneme words with ease (53+ per min.)</li> <li>-Know most <u>letter sounds</u> automatically/with ease (49+ per min.)</li> <li>-be able to blend CVC words (13+ per min.)</li> <li>-Have a growing bank of sigh words (18+ per min.)</li> </ul>

# ELA Mass Frameworks Standards Overview: Reading, 6 - 12

## Reading- Literature [RL]

- **Key Ideas and Details** cite evidence, determine theme, summarize
- **Craft and Structure** determine meaning of words, analyze parts, explain point of view
- **Integration of Knowledge and Ideas** compare and contrast stories, read different genres
- **Range of Reading and Level of Text Complexity** read and comprehend literary texts representing a variety of genres, cultures, and perspectives and exhibiting complexity appropriate for the grade level

## Reading- Informational Texts [RI]

- **Key Ideas and Details** cite evidence, determine main idea, analyze
- **Craft and Structure** determine word meanings, analyze, determine point of view
- **Integration of Knowledge and Ideas** integrate different media, evaluate argument, compare two authors

# ELA Mass Frameworks Standards Overview: Writing, 6 - 12

## Writing Standards [W]

- **Text Types and Purposes** :Write arguments, informative/explanatory texts, narratives
- **Production and Distribution of Writing**: Produce clear and coherent writing, revise, use technology to produce and publish
- **Research to Build and Present Knowledge** :Conduct short as well as sustained research projects, gather relevant information from multiple print and digital sources, draw evidence from literary or informational texts to support written analysis, interpretation, reflection, and research
- **Range of Writing** :Write routinely over extended time frames

# ELA Mass Frameworks Standards Overview: Speaking and Listening, 6 - 12

## Speaking and Listening Standards [SL]

- **Comprehension and Collaboration** Engage effectively in a range of collaborative discussions, interpret information presented in diverse media and formats, delineate a speaker's argument and claims
- **Presentation of Knowledge and Ideas** present claims and findings, include multimedia components in presentations, adapt speech to a variety of contexts and tasks



# ELA Mass Frameworks Standards Overview: Language, 6 - 12

## Language Standards [L]

- **Conventions of Standard English** Demonstrate command of the conventions of standard English grammar and usage when writing and speaking
- **Knowledge of Language** Maintain style and tone, recognize variations from standard or formal English
- **Vocabulary Acquisition and Use** Acquire vocabulary appropriate to grade level

# A Sampling of Texts Used, Grades 6-8

<b>Grade 6</b>	A Long Walk to Water	My Perspectives				
<b>Grade 7</b>	The Giver	So Far From the Bamboo Grove	Various books for literacy circles			
<b>Grade 8</b>	To Kill a Mockingbird (novel and graphic novel)	Nickel Boys	Romeo and Juliet	Various books for literacy circles		

# A Sampling of Texts Used, 9-12

Grade 9	The Odyssey	Beowulf	The Ocean at the End of the Lane	12 <sup>th</sup> Night/A Midsummer Night's Dream	The Other Wes Moore	Self-chosen Biography
Grade 10	Animal Farm	Frankenstein	Macbeth	Pride and Prejudice	Born a Crime	
Grade 11	Beloved	Catcher in the Rye	The Great Gatsby	Foundational Documents	A Raisin in the Sun	The Crucible
Grade 12	Never Let Me Go	Brave New World	Fahrenheit 451	Await Your Reply	Sing, Unburied, Sing	Hamlet

- All grades 6-12 use a variety of poems, short stories, and informational texts to supplement the units of study.

# A Sampling of Assessments, 6-12

Grade 6	Grade 7	Grade 8	Grade 9	Grade 10	Grade 11	Grade 12
Unit Tests	Unit Tests	Unit Tests	Unit Tests	Unit Tests	Unit Tests	Unit Tests
Nonfiction Narrative Essay	Synthesis Essay	Profile	Mythology Project	Op-Ed Essay	Synthesis Essay	Personal Essay
Explanatory Essay	Poetry Slam	Literary Analysis Essay	Socratic Seminars	Poetry Explication	Rhetorical Analysis Essay	Socratic Seminars
Argument Essay	Narrative Essay	Personal Narrative	Poetry Explication/Poems	Bioethics Project and Presentation	Poetry Explication	Literary Analysis Essay
Invention Project	Argument Essay	Poetry Synthesis Project	Expository Essay on Social Conditions	Propaganda Poster	Letter to Legislator	Argument Essay
Who Am I Project		Speech Analysis and Synthesis	Dialectical journals	Literary Analysis Essay	Junior Argumentative Research Paper	Book to Film Video Project
		Fishbowl Discussions	Freshmen Writing Portfolio	Exposition Paper and Presentation		

- Grades 6-8 use Star360 testing in the fall, winter, and spring
- Grades 9-12 use a preassessment and midyear assessment

# Plan for Assessing and Reporting District Progress

In order to ensure the achievement of the Newburyport Public Schools Literacy Action Plan, the monitoring of progress will be reviewed as the action team's work toward the identified measures of success for each of the goals. The District Literacy Team will meet regularly to review the progress on each goal and action step.

The district will share the progress on its website as well as at Curriculum, Instructions and Student Life (CISL) Committee meetings.

1. The District Literacy Action Plan will be presented:

- a. to the CISL Committee in early fall 2022 and
- b. at the first or second staff meeting at each school in September 2022.

2. The District Literacy Team will meet on the following dates throughout the 2022-2023 school year to guide the implementation of the plan. (subject to change)

- a. September , 2022
- b. November , 2022
- c. January , 2023
- d. March , 2023
- e. May , 2023



**QUESTIONS?**



Congratulations to the Boys Track team  
for winning the Div. IV State Championship in Hingham!

