

CONTRACT
BETWEEN THE
AMESBURY SCHOOL COMMITTEE
AND THE
AMERICAN FEDERATION OF TEACHERS (AFT)
AFT MASSACHUSETTS
AFT AMESBURY
LOCAL 1033
AFL-CIO
TEACHERS AND NURSES UNIT
SEPTEMBER 1, 2023 – AUGUST 31, 2026

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This Agreement is made and entered into, effective September 1, 2023, by and between the School Committee of the City of Amesbury (hereinafter referred to as the “Committee”) and the AFT Amesbury, Local 1033 (hereinafter referred to as the “Federation”).

**ARTICLE I – FEDERATION RECOGNITION,
JURISDICTION AND DEFINITIONS**

A. Federation Recognition

The Committee recognizes the AFT Amesbury, Local 1033, AFT Massachusetts as the exclusive bargaining representative for all personnel engaged in teaching in the Amesbury School Department as defined as bargaining Unit B in the document of recognition of AFT Massachusetts by the Massachusetts Labor Relations Commission and all regularly employed full and part-time nurses, licensed Physical Therapists, Occupational Therapists, and Speech Language Pathologists employed by the Committee excluding all confidential and managerial employees and all other employees.

The Parties agree to accrete the position of Board Certified Behavior Analyst to the Teachers’ and Nurses’ bargaining unit pending negotiations over terms and conditions of employment, including a review of the provisions of the CBA relative to applicability, and wages.

B. Jurisdiction

The jurisdiction of the Union shall include all Teachers Nurses, Physical Therapists, Occupational Therapists, and Speech Language Pathologists.

C. Definitions

1. The term “school” as used in this Agreement means any work location or functional division maintained by the School Department in which the education process is carried on.
2. The term “Principal” as used in this Agreement means the responsible administrative head of the respective school.
3. The term “Teacher” as used in this Agreement means a person employed by the Committee in the bargaining unit as described in Article I.
4. The term “School Nurse” as used in this Agreement means registered nurses employed by the Committee to tend to its medical responsibilities to the students.
5. a. The Committee shall prepare a seniority list, which indicates the date on which all the members of the bargaining unit covered by the AFT Amesbury were hired.

- b. The Federation shall be supplied with the list, which shall be kept current.
- c. Seniority is based on the length of continuous service in the Amesbury school system. Service broken by retirement or resignation shall not be counted towards the determination of seniority.

ARTICLE II – COMPENSATION

A. Basic Salary Schedule

- 1. The salaries of the members of bargaining Unit B are set forth in Appendix B which is attached to and made part of this agreement.
- 2. In applying the salary schedule, the Parties note the following:
 - a. Effective September 1, 2003, Column B ends at Step 5. However, all members in Column B as of August 31, 2003 are grandfathered and may continue to move through all steps, up to step 11. Once the grandfathered members move off the steps, the steps will be eliminated.
 - b. Effective September 1, 2003, Column B18 ends at Step 7. However, all members in Column B18 as of August 31, 2003 are grandfathered and may continue to move through all the steps, up to step 11. Once the grandfathered members move off the steps, the steps will be eliminated.
 - c. Effective September 1, 2004, the Column B36 is eliminated and no current member or new hire may move laterally into Column B36 thereafter. However, all members in Column B36 as of August 31, 2004 will be grandfathered.
- 3. Effective September 1, 2008, all steps referenced above at subparagraph 2 (a) and 2 (b) shall be restored to Column B and B+18, respectively. As such, all members shall be eligible to move through steps on an annual basis commencing September 1, 2008. Column B+36 shall continue to be considered eliminated per subparagraph 2 (c) above.
- 4. Effective September 1, 2018 add a new STEP 17 at 2.5% above the current top Step. All members of the bargaining unit advance to Step 17 upon completion of seventeen (17) years of continuous service with the Amesbury Public Schools within the bargaining unit.
- 5. Effective September 1, 2024, STEP 17 will become STEP 15. All members of the bargaining unit advance to Step 15 upon completion of fifteen (15) years of continuous service with the Amesbury Public Schools within the bargaining unit.

6. Effective September 1, 2025, add a new STEP 12 at 2.5% above STEP 11. All members of the bargaining unit advance to Step 12 upon completion of twelve (12) years of continuous service with the Amesbury Public Schools within the bargaining unit.

B. Differentials for Specific Positions

1. High School Guidance Counselors shall be placed on a 1.05 ratio calculated on their positions on the salary schedule and shall work five (5) days per year in addition to the teacher work year. The actual days of work will be determined by the Principal or their designee.
2. Department Chairs/Lead Teachers
 - a. Effective September 1, 2023, the Department Head organizational structure is as follows:
 1. Science & Technology;
 2. Math;
 3. English;
 4. History;
 5. World Language;
 6. Wellness (Family Consumer Science, Physical Education and Health);
 7. Visual Media & Performing Arts;
 8. Guidance;
 9. Special Education.

The School Committee reserves its right, during the life of this Contract to review the organizational structure and make revisions consistent with its managerial rights, subject to its duty to provide the Federation with notice and the opportunity to impact bargain.

b.	Step	Salary
	1	\$3,000
	2	\$3,600
	3	\$4,200
	4	\$4,800

- c. Members initially appointed as Department Heads shall be placed at Step 1 upon appointment and shall advance a step each September thereafter, if applicable. Any member reappointed to a Department Head position after a break in service of one (1) year or less shall return to their previous Step, and shall advance a Step each September thereafter, if applicable.
- d. High School teachers shall attend one (1) Department meeting with their Department Head per month not to exceed forty-five (45) minutes (hereinafter referred to as Department Head meetings). Teacher attendance at Department Head meetings shall be in lieu of extra help sessions scheduled during the same work week. However, teachers shall not be required to attend Department Head meetings which run beyond forty-five (45) minutes or perform the duties of a Department Head or perform the duties of a Department Head without being compensated as such.
- e. Administrative time for Department Heads will be used to complete department duties/needs. Department Heads may be assigned WIN/Advisory Time.
- f. It shall be noted that Department Heads will involve work beyond the hours specified in Article IV, Sections A and B of the contract. Department Heads will meet with the High School Principal once per month, not to exceed one (1) hour.
- g. Department Heads will work an additional five (5) days per year at the discretion of the Superintendent or their designee. These five days will be in addition to the teacher work year. The actual days of work will be determined by mutual agreement of the Department Head and the Principal or their designee, where possible.
- h. The Superintendent may reduce the teaching time of a Department Head when the Superintendent warrants the need.

C. Co-Curricular Activity

- 1. The amount of compensation as agreed upon by the parties is included in Appendix A-1 of the Agreement.
- 2.
 - a. The School Committee determines on an annual basis whether to run a particular co-curricular activity. This decision may be delegated to the Superintendent.
 - b. The School Committee determines and approves the creation of any new co-curricular positions, upon the recommendation of the Superintendent. In the event a new co-curricular position is created, the Committee shall provide the Federation with notice and the opportunity to bargain.

3. All co-curricular positions in Appendix A-1 shall be posted annually in all buildings and copies of all postings shall be sent to the Federation President as they occur.
4. These stipends shall be paid in two equal installments during the school year, being the first payrolls in December and June.

D. Long-Term Substitutes

Long Term Substitutes hired to fill a particular position for more than twenty (20) consecutive school days shall be considered members of the bargaining unit and placed on the salary scale at Bachelors, Step 1, retroactive to the first day in the position.

E. Methods and Time of Salary Payment

Salaries of regular employees shall be paid in twenty-six (26) or twenty-one (21) bi-weekly installments, starting with the first pay period of the school year. Employees who wish to change after initial notification must notify the Superintendent by July 1. If an employee leaves or dies during the school year, they or their estate shall be entitled to a prorated share based on their period of service in relation to the number of weeks schools are in session during the school year minus the compensation already paid. All weeks during which the schools are in session shall be considered as containing five (5) days each, notwithstanding holidays or no-school days. All staff will be required to enroll in the payroll direct deposit program offered by the District.

F. Approved Courses

1. Each teacher must take approved courses totaling six (6) graduate credits each six (6) years and receive a grade of “B” or better. Effective September 1, 2024, with the exception of those courses taken as part of a pre-approved standards-based program, Pass/Fail courses will not be accepted to satisfy this requirement.
2. Teachers over fifty-five (55) years of age are exempt from the required six (6) graduate credits.
3. Teachers may be excused from this clause if the Department of Education requirements are more stringent than the collective bargaining agreement.
4. Tuition reimbursements of up to \$1,000.00 will be given for each approved three credit graduate course taken by a teacher, and each one (1) or two (2) credit course or combination thereof approved by the Superintendent that is taken by a teacher or nurse at a four (4) year college. In order to receive this reimbursement, the teacher is required to earn a grade of “B” or better. Effective September 1, 2024, with the exception of those courses taken as part of a pre-approved standards-based program, Pass/Fail Courses will not be eligible for this reimbursement. The number of courses to be reimbursed may not exceed four (4) for any teacher during a given

year, and the total amount reimbursed for the school system shall not exceed \$45,000.00 in a given year.

5. Tuition reimbursements, up to the limits specified above, will also be given for approved courses taken by a core academic teacher seeking to obtain their Sheltered English Immersion (SEI) Teacher endorsement.

G. Anniversary Dates

For purposes of salary payment, employees will advance a step on the salary schedule at the beginning of each school year.

H. Mileage Allowance

1. All employees required by the nature of their employment to travel from school to school will be reimbursed at the approved City rate.
2. For those staff members required by their job to travel between buildings or on school business, in order to be compensated, monthly forms are to be passed in to the Superintendent's office by the tenth of the following month, unless the tenth falls on a weekend, holiday or vacation period.
3. Payment will be made to the staff member within thirty (30) days following the timely submission of the travel log.

I. Teaching Before and/or After Established Work Year

No employee shall be required to work before or after the work year. Employees volunteering for work in their positions on open projects approved by the Committee before and/or following the close of the established work year shall be compensated as follows: effective September 1, 2019 at the rate of thirty dollars (\$30.00) per hour; effective September 1, 2021 at the rate of thirty-five dollars (\$35.00) per hour; and effective September 1, 2022 at the rate of forty dollars (\$40.00) per hour. Employees who are assigned to work during the summer in the District's special education programs shall be compensated as set forth at Appendix A-1. All other voluntary programs shall be compensated at the rate established by the Committee. However, this will exclude the faculty meeting on the day before the opening of school.

J. Retirement Provision

An employee who has continuously been employed by the Amesbury Public Schools for ten years may submit their written resignation for the purpose of retirement in advance and receive a longevity increment in their retirement year according to the following schedule. Such letter must be submitted to the Superintendent prior to December 15 proceeding the first school year of which the retirement sequence begins. Longevity increment added to employee's current step of the salary schedule:

Four Year	Three Year	Two Year	One Year
\$1,200	\$1,000	\$850	\$600

An employee wishing to resign for the purpose of retirement with any exceptions to the above schedule must submit a written request stating reasons and circumstances for special consideration to the Superintendent.

K. Sick Leave Buy Back

In recognition of dedicated service to the children of Amesbury, any employee covered by this agreement that has taught for twenty (20) years in the Amesbury school system (or 30 years total teaching, the last fifteen (15) of which have been consecutive in the Amesbury school system), may obtain an increase in compensation in the final year of teaching/nursing by following the established procedure.

Eligible employees who desire to participate in this program will notify the Superintendent of their intention to retire by December 15 of the calendar year prior to the school year in which they intend to retire. If such notice is submitted in writing by December 15, then at the conclusion of the final year of teaching/nursing, all accumulated sick leave shall be eliminated and in lieu thereof the employee shall receive a lump sum payment in the amount of seventy-five percent (75%) of the current teacher or nurse substitute pay per day for each sick leave day surrendered, subject to the cap set forth below.

The above benefits shall be paid to the estate of any employee who dies during the final year of teaching.

It is understood that the giving of a notice of intent to retire pursuant to this provision is irrevocable, and the employee giving such notice shall be required to retire at the conclusion of the next school year following the school year in which the notice of intent to retire is given, except if significant changes in the employee's family or personal life require the employee to continue teaching/nursing.

The amount of sick leave buy back paid to an employee shall be capped at \$10,000.

L. Unused Sick Leave Credit

1. The Committee shall pay \$100 to members of the bargaining unit if they are absent three (3) days or less during the school year. Effective September 1, 2018, this amount shall increase to \$165.00.
2. Payment shall be made within the first month of the school year immediately following the school year in which the employee had the low absence record.

M. Service Credits

All teachers and nurses who have completed the required years of continuous service shall receive the stipends listed below.

September 1, 2023	September 1, 2024	September 1, 2025		
\$1,250	\$1,500	\$1,750	10-14 years	Completed teaching experience in Amesbury
\$1,750	\$2,000	\$2,250	15-19 years	Completed teaching experience in Amesbury
\$2,000	\$2,250	\$2,500	20+ years	Completed teaching experience in Amesbury
\$2,250	\$2,500	\$2,750	25 + years	Completed teaching experience in Amesbury

N. Horizontal Movement on Pay Scale

- Teachers who anticipate a horizontal move on the pay scale must notify the Superintendent's office in writing by December 15 of the year proceeding the September of movement. Teachers not complying will not be moved.
- It is required that courses which are to be submitted for credits receive approval from the building principal and then be forwarded to the Superintendent or their designee for final approval prior to being taken. Only those graduate level courses taken at an accredited college or university and which are reasonably related to the teacher's field of work/discipline shall be approved for purposes of movement on the pay scale. If the course is not approved, it cannot be used for credit towards a horizontal move on the pay scale. In-service credits will not be recognized for purposes of movement on the pay scale.
- In order to utilize an approved course for credit towards a horizontal move on the pay scale, the teacher must have earned a grade of B or better. Effective September 1, 2024, with the exception of those courses taken as part of a pre-approved standards-based program, Pass/Fail courses may not be used for credit towards a horizontal move.
- Effective September 1, 2000 no employee shall receive a horizontal move on the pay scale on the basis of attaining any degree unrelated to the teacher's field of work or discipline in the Amesbury Public Schools.

5. After implementation of the new salary schedule, members who are due to move laterally, from Column B+36 to the Masters Column shall be placed on the Masters Column step which is \$2500 higher than the member's then-current B+36 step, prior to any agreed upon wage increase being applied.
6. Nurses shall be eligible for horizontal movement based upon graduate credits and degrees earned in fields related to nursing, health education or counseling. Notwithstanding, a nurse shall be eligible for horizontal movement to the Masters Column with either a Masters in Nursing, Masters in Public Health, A Masters in School Nursing, or a Masters in Education with a concentration in School Nursing, based upon the same criteria and procedures set forth above at paragraphs 1 – 3.
7. Increments for Advanced Credit – Increments for advanced credit shall be effective upon successful completion of courses, meaning a grade of B or better, and receipt of approved transcript of courses as follows: on September 1, for those courses completed and transcripts received by August 31st and on February 1st for those courses completed and transcripts received by January 31st.
8. Effective September 1, 2011, only graduate level credits earned after the date of the award of a Master's degree may be used to move horizontally on the salary scale beyond a Master's column.

O. Registration – Nurses

The Committee shall compensate nurses in an amount not to exceed \$100 per year for the cost of maintaining their nursing license. Such cost shall include the course work and practicum prescribed by the Commonwealth of Massachusetts.

P. Workshop Instruction

Members of the bargaining unit who teach workshop sessions as part of the Professional Development Program in the City of Amesbury shall be compensated thirty dollars (\$30.00) per hour. Effective September 1, 2021, this rate will increase to thirty-five dollars (\$35.00) per hour and effective September 1, 2022 to forty dollars (\$40.00) per hour. This hourly rate shall also apply to the positions listed in Appendix A-1 as hourly positions. In addition, the District will compensate members of the bargaining unit for instruction of approved in-service graduate courses at the rate of \$900.00 per credit (15 hours). Such payment will be paid within thirty days of the submission of an invoice.

Q. National Board Certification

In addition to the compensation payable in Article II, teachers, nurses and school psychologists who obtain National Board Certification shall receive an annual stipend of \$2500, commencing the school year following receipt of such certification. Teachers, nurses and school psychologists must maintain said certification in order for continued eligibility for the annual stipend.

R. Additional Teaching Time – Compensation

Teachers who teach an additional class, classes, or block, during the regular student day, over the contracted requirement, shall be compensated based on their hourly rate of pay for the additional time teaching.

S. Special Education Teachers – Additional Diagnostic Report Work

With prior notice to the Special Education Facilitator and the approval of the Director of Special Education or their designee, Special Education teachers who require additional time to complete student diagnostic testing reports may be compensated for up to five (5) hours of work outside the contractual day per school year at the contractual hourly rate listed in Article IV.H.3. This provision shall not apply to the school psychologist or related service providers.

ARTICLE III – FRINGE BENEFITS

A. Medical Insurance

The insurance plan offered by the City of Amesbury for other personnel shall be granted to teachers and nurses. The Committee shall pay 75% of the cost of the plan and the employee shall pay 25% of such cost.

B. Flexible Spending Account

The Committee will offer members a flexible spending account (“FSA”) for health care costs. Subject to applicable IRS laws and regulations, the annual cap for such Health Care FSA will be \$5,000.00. The District will pay for the administration of this program.

The City will offer members a flexible spending account (“FSA”) for qualifying Dependent Care costs. Subject to applicable IRS laws and regulations, the annual cap for such Health Care FSA will be \$5,000.00. The District will pay for the administration of this program.

C. Life Insurance

The City of Amesbury shall provide eighty percent (80%) of the cost of a \$10,000 life insurance policy as adopted by the City under Chapter 32B of the General Laws of the Commonwealth to employees.

D. Pension

The parties agree that all provisions of the Massachusetts Teachers’ Retirement Plan shall be made a part of this agreement for employees.

E. Tax-Sheltered Annuity

The Committee agrees to allow employees to take advantage of the federal law concerning tax-sheltered annuities.

F. Workers' Compensation

Employees shall be included under the terms of the Workers' Compensation Act, General Laws of the Commonwealth, Chapter 152.

ARTICLE IV – WORKING CONDITIONS

A. Length of Work Day and Work Year

1. a. The work year shall be 185 days. 181 of these days shall be days school is in session for students. One (1) day shall be the day before school starts for students. Three (3) of these days will be used as workshops to provide professional development opportunities for employees. Workshops shall not be used for parent-teacher conferences. These workshop days will be of six (6) hour duration, with a thirty (30) minute duty free lunch.
- b. The Committee reserves the right to determine on a yearly basis whether to decrease the student year to 180 days. In such event, the Committee shall designate how and when the 181st day shall be used, i.e., professional development or other training, meeting time, assessment review, or to provide educational services to students. The 181st day will be contiguous to the student school year.
- c. The Committee will solicit input from the Federation in developing and/or revising the school calendar for the following year.
2. a. The work day for teachers shall be a seven (7) hour day for the high, middle and elementary schools. Where necessary, bus duty shall be worked out by the faculty of each building within the defined day or through a compensatory time arrangement.
- b. In addition, the Superintendent, Principal or Director of Special Education and Student Services may each call one meeting per month for those teachers working directly under their respective supervision with reasonable notice for meaningful purposes.
- c. In addition to the above, at the discretion of the principal, teachers may be required to remain on duty one day per week for forty-five (45) minutes beyond the normal student day to meet with parents and/or students who may wish assistance or advice.

3. Employees shall be required to attend up to two (2) open house meetings each school year.

B. Teaching Load; Teaching Programs

The definitions set forth below apply to all levels, High School, Middle School, and Elementary.

“Teaching periods” are those periods in which the teacher is actively involved with the pupil in the act of teaching, and has participated in the planning of the instruction to be conducted.

“Home room classes” are those in which children assemble in the morning and other times during the day for administrative purposes.

“Administrative Duty periods” are those periods during which the teacher is assigned an administrative, non-teaching, activity, also referred to as a duty, which may include but is not limited to student supervision, hall duty, cafeteria duty, recess supervision, arrival and/or dismissal. At the High School level, teachers may be assigned substitute teacher coverage as part of an administrative duty, as set forth at Article IV, Section B.1.c. The expectations for substitute teacher coverage during an assigned administrative duty period is limited to the distribution and collection of work, monitoring student safety and dismissal of students from class.

“Preparation periods” are those periods during which the teacher is not assigned to a regular programmed responsibility. Preparation periods are self-directed and shall be used for unassigned professional work.

“WIN/Advisory Time” is an Administrative period of non-instructional time that does not require preparation and may be used for purposes which include but are not limited to: student advisory time, student break/snack/bathroom time, and student extra help, interventions, or other similar activities. If WIN requires preparation for intervention, SEL or other similar activities, the District will provide the resources and materials to do so.

“Common Planning Time” (“CPT”) is considered to be non-teaching time that may include but not be limited to PLC by Team, PLC by Grade, IEP Meetings and/or Parent Meetings, as determined by the administration.

1. High School

- a. No teacher shall be assigned more than three (3) different curricular preparations, unless by mutual agreement.

b. Schedule:

1. Teachers will teach 16/24 periods, the equivalent of four (4) year long courses.
2. Teachers will be provided with a daily preparation period the equivalent in length to a teaching period (hereinafter referred to as “daily prep”).
 - a. Up to one (1) period of daily prep per week will be used for common planning time.
3. During two (2) quarters of the year, in addition to daily prep, teachers will have an additional prep period.
 - a. During the two (2) quarters of the year that teachers have an additional prep period, up to one (1) preparation period per week will be used for curriculum writing.
4. During two (2) quarters of the year, teachers will be assigned an administrative duty that includes hall duty, bathroom duty, bus duty, cafeteria duty and/or other duties mutually agreed upon between the building administrator and the teacher with notice to the Federation.
 - a. Members assigned to cafeteria duty will be responsible for overseeing one of the two lunches as assigned by the administration.
 - b. The Administration will use best efforts where possible to staff cafeteria duty with at least two staff members, which could include non-bargaining unit employees.
5. WIN/Advisory Time shall not count as a separate curricular preparation. WIN remains a part of expected teacher responsibilities.
6. Teachers may be assigned administrative periods at the discretion of the Principal.

c. Substitute Class Coverage:

1. Teachers, including department heads, may be called upon up to twelve (12) times per year to cover a class.
2. Substitute Class Coverage would only occur during duty and/or additional prep time.

3. After twelve (12) times, the teacher would be compensated at the contractual hourly rate listed in Article IV.H.3.
4. The Administration will use its best efforts to evenly distribute sub assignments among available teachers.

d. Preparations

Teachers may be assigned to teach up to twenty percent (20%) outside their area of certification.

2. Middle School

- a. Subject preparation is considered the preparation of classes for a particular subject. Each academic subject, i.e. Math, Science, English, and Social Studies, constitutes a different subject preparation.

Special area teachers, i.e. art, band/music, computers, health, life skills, physical education, technical education and world languages will have subject preparations that will cover all grades at the Middle School level.

In the event that the School Committee decides to offer World Language as an academic subject at the Middle School level, then World Language shall be treated as a “subject prep” and not a “special.”

- b. No teacher shall be assigned more than three (3) different curricular preparations, unless by mutual agreement.

c. Schedule:

1. Core and Special Education teachers will teach 20 content periods over a five (5) school day week.
2. EAST teachers will teach four (4) sections of each grade and may be responsible for one (1) additional block of administrative responsibility over a five (5) school day week.
3. Weekly preparation time for each teacher shall be a minimum of 300 minutes per week, based upon a five (5) school day week.
4. In addition to the minimum weekly preparation time referenced above, there shall be up to three (3) administratively-assigned Common Planning Time (CPT) periods per week, based upon a five (5) school day week.

5. All preparation and CPT periods shall be equivalent to one (1) instructional/teaching period.
6. At the Middle School Level, WIN/Advisory periods are Administrative periods in which a teacher is scheduled to provide individual students with various types of informal academic support. WIN/Advisory periods shall not count as a separate subject preparation. WIN periods per week will be dedicated by all CORE and Special Education staff to support Math, ELA, SEL and Advisory.
7. Administrative time shall be distributed on an equitable basis.

3. Elementary School

- a. Preparation periods are self-directed and shall be used for unassigned professional work.
- b. For the purpose of enriching curriculum, improving teaching service and providing preparation periods, the services of teachers of music, art, reading, physical education, library, etc. should be utilized.
- c. Weekly preparation time for each elementary teacher shall be a minimum of 300 minutes per week, based upon a five (5) school day week.
- d. All elementary teachers will be provided with a daily preparation period of no less than 30 continuous and uninterrupted minutes. The District will use its best efforts to schedule 50 minutes of preparation time per school day, where possible.
- e. In addition to the minimum weekly preparation time referenced above, the District will use its best efforts to provide teachers with a minimum of fifty (50) minutes over a two school week cycle for administratively-assigned Common Planning Time (CPT time). If the District determines that it is not possible to provide this amount of CPT time, the Superintendent will inform the Federation President and the parties will meet to discuss.
- f. The Parties will form a joint study committee comprised of an equal number of management and Federation representatives designated by the Superintendent and Federation President, respectively, to study the elementary schedule, including CPT and preparation time and to bring back a recommendation to the negotiation teams. The joint committee will report back on their status to the negotiation teams no later than March 15, 2024. Any agreement reached will remain subject to ratification by the Committee and the Federation.

C. Duty-free Lunch Period

1. A duty-free lunch period of thirty (30) minutes shall be provided for all employees at a time when the School cafeteria is open.

D. Notices and Announcements

1. All official circulars shall be posted on school bulletin boards for the inspection of employees.
2. Each employee shall have access to a copy of the Rules and Regulations of the Committee.
3. A copy of school programs should be accessible to the entire faculty.

E. Co-curricular Activities

1. Assignments to co-curricular activities shall be voluntary.

F. Training Teachers

1. Teachers cooperating in the training of student teachers shall be known as training teachers.
2. Qualifications for training teachers shall include the following:
 - a. Teacher certification.
 - b. Three (3) years successful teaching experience.
 - c. Recommendation of the school, college, or university requesting service.
 - d. Recommendation of the Amesbury School Department.
 - e. Willingness to cooperate with the college requesting service and the Amesbury School Department in effecting a coordinated training program.

G. Employee Files

1. Employee files shall be maintained under the following circumstances:
 - a. Any written communication that is to become part of an employee's official file, maintained in the Superintendent's office, will be indicated as such on the communication.

- b. The employee shall have the right to submit a response to the statement. The employee's answer shall be included in the file. Prior to inclusion in the file, the employee's response shall be initialed and dated by the administrator to whom it is directed.
 - c. Upon written request to the Superintendent, an employee shall be given access to their file without unreasonable delay.
 - d. Upon receipt of a written request to the Superintendent, the employee shall be furnished a reproduction of any material in their file, subject to payment of such materials according to the policies of the Committee. The first twenty pages shall be provided free of charge.
2. Derogatory statements or reports kept by administrators at the school level are subject to the same provisions as official personnel files.
 3. Official grievances filed by any employee under the grievance procedure as outlined in the collective bargaining agreement shall not be placed in the personnel file of the employee.

H Hiring of Substitutes

1. Employment of substitutes is the responsibility of the administration.
2. Substitutes shall be hired to cover classes of regularly assigned teachers when they are absent.
3. In emergency situations, when substitutes are unavailable, teachers required to teach during their preparation periods shall be compensated as follows: effective and retroactive to September 1, 2019 at the hourly rate of thirty dollars (\$30.00); effective September 1, 2021 at the hourly rate of thirty-five dollars (\$35.00). This rate is for all work by teachers and nurses done at the direction of the Superintendent or their designee for work over and above their daily duties.

I. Safety and Health Standards

Within the authority of the Committee:

1. The school department shall comply with all Massachusetts's safety laws.
2. Prompt repair shall be made of broken window panes and cords, and of broken furniture. Such repairs shall be made at a time so as not to disturb instructional classes.
3. Power equipment of the maintenance department shall be used only at a time when it does not disturb the class, or in emergency situations.

J. Assistance in Assault Cases

1. Principals shall report all cases of assault suffered by employees in connection with their employment, to the Superintendent.
2. Whenever it is alleged that an employee has assaulted a person or that a person has assaulted an employee, the principal and Superintendent shall cooperate with the employee involved in the investigation of the incident. The Superintendent shall comply with any reasonable request from the employee for relevant information in the Committee's possession not privileged under the law concerning the person or persons involved. Members of the bargaining unit will cooperate with the Superintendent in the investigation of the incident.
3. So far as permitted by the General Laws of the Commonwealth currently in force at the time, the Committee shall provide indemnification whenever any employee shall become eligible therefore.

K. Size of Instruction Group

The parties agree to comply with the recommendations of the Massachusetts State Board of Education on class size, except if it were to require more teachers in the Amesbury Public Schools than the number employed on the date that this agreement is signed.

L. Student Information

Teachers shall take class attendance and upload such information into the Student Information System in a timely manner.

M. Parent Conferences

Conferences with parents shall be conducted at the close of the school day or at other mutually convenient times by prior arrangement between the parent and the teacher or during early release days as determined by the Superintendent or their designee.

The Parties will form a joint study committee comprised of an equal number of management and Federation representatives designated by the Superintendent and Federation President, respectively, to study the issue of parent-teacher conferences in the District and to bring back a recommendation to the negotiation teams for implementation for the 2024-2025 school year. The joint committee will report back their recommendation to the negotiation teams no later than March 15, 2024. Any agreement reached will remain subject to ratification by the Committee and the Federation.

N. Flexible Scheduling

1. When in the interests of the Amesbury Public Schools the schedule of an employee may be changed to meet the needs of a building or program.

2. In order to make the schedule of an employee different from others in the building, the Federation President will be notified.
3. Participation in flexible scheduling will be strictly on a voluntary basis.
4. Teachers on a flex schedule will return to the regular building schedule after the school year is over unless both parties wish to continue the arrangement. If there are no volunteers for a properly posted position, the Superintendent may look outside for eligible applicants.

O. Orientation Days

New hires shall report and work the three (3) days prior to the start of classes as orientation days, with exact assignment to be made by the Superintendent or their designee.

P. Equity

As a broad based mission statement, the Committee and the Federation recognize the value of providing comparable working conditions for its employees assigned to different elementary school buildings within the City, based upon and taking into consideration the individual needs and programmatic requirements of each school building and the concepts of site-based decision making.

Q. Teacher Assignment

Teachers will be notified of changes in their program for the coming year, including the schools to which they will be assigned and the grades and/or subjects that they will teach, as soon as practical and normally no later than the end of the school year. In case of an unexpected emergency, including budgetary changes, that occur after the end of the year, teachers will be given their assignment no later than August 15.

R. MCAS Alternative Assessments

Teachers who are responsible for preparing MCAS Alternative Assessments (Portfolios) shall be released from their classroom duties for one (1) day per school year for the purpose of such preparation, with the scheduling of such day to be coordinated with the building administration.

S. CORI Policy

1. Employees shall be subject to CORI checks and a state and national fingerprint-based criminal background check (hereinafter collectively referred to as CORI information) consistent with the Amesbury Public Schools CORI Policy and applicable state law, including but not limited to M.G.L. c. 71, s. 38.

2. In implementing its CORI Policy, the Committee agrees that the Superintendent and their confidential administrative assistant shall be the individuals responsible for requesting, reviewing and handling CORI information. The Superintendent may allow building principals to review such CORI information in the Superintendent's office, where the Superintendent determines that the principal's review of such information is appropriate.
3. All CORI information on members shall be maintained in a locked file cabinet(s) in the office of the Superintendent. Access to such files shall be limited to the individuals set forth at Paragraph 2.
4. Members shall be required to complete a CORI Request Form and any other required authorizations prior to the filing of such request by the administration. Use of this form shall serve as the member's notice that the CORI check is being performed. Upon a member's written request, they shall be provided with access to any report issued from the Criminal History Systems Board.
5. Any discipline action taken as a result of information set forth in a CORI report shall be handled in a manner consistent with applicable law and collective bargaining agreement provisions.

T. Epi-Pen Administration

1. All members shall participate in training provided by Amesbury on the use and administration of an Epi-Pen to students with life threatening allergies. Members who refuse to do so may be disciplined in the following manner: for the first offense, a verbal warning; for the second offense, a written warning, a copy of which shall be included in the member's personnel file; for the third offense, a suspension; for the fourth offense, termination.
2. Members shall cooperate with Amesbury administrators and nursing staff in the health care plan meeting for individual students. Members shall communicate to the nursing staff and building principal any concerns or inability on their part to administer an Epi-Pen as part of a student's individual health care plan. In the case of a member's enunciated inability to administer an Epi-Pen, alternative accommodation shall be made within the student's individual health plan for the administration of the Epi-Pen. Members will not be disciplined or penalized due to their inability to administer an Epi-Pen.
3. School nurses are the first line for the provision of health care services in the Amesbury Public Schools.

U. ID Badges

1. Employees shall be required to wear photo identification badges. Said badges shall be worn by employees in a clearly visible manner, promptly upon entering the

building and at all school events at which the member is functioning in their official capacity.

2. The Committee shall provide two (2) identification badges for each employee. One badge will be provided to the employee and the second badge will be kept in the Building Principal's office and made available to the employee in the event they have forgotten, lost or misplaced their originally issued badge.
3. Employees shall not be responsible for any costs associated with the original badge or the first replacement badge. The employee shall be responsible for the cost of any additional replacement badge(s).
4. The doctrine of progressive discipline will be followed relative to any violations of this policy.

V. Discipline

1. No member of the bargaining unit with professional teacher status shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause. A member appealing disciplinary action must elect whether to proceed through the grievance and arbitration provisions of this Agreement or the arbitration provisions of M.G.L. c. 71, s. 42 or 42D. An election of one appeal procedure shall constitute the waiver of all others.
2. All members of the bargaining unit without professional teacher status who have worked for the District for at least 90 calendar days shall be entitled to the due process rights set forth in M.G.L. c. 71, s. 42 and 42D relative to dismissal. A member may appeal procedural violations of this provision through the grievance and arbitration provisions of this Agreement up to Step 3. At Step 1 and Step 2 of the grievance procedure, the Union may also present evidence to refute the allegations giving rise to the disciplinary action, if such evidence exists. The consideration of the grievance by the School Committee at Step 3 shall be limited to a determination of procedural error and shall not involve a review of the merits of the case. The decision of the School Committee at Step 3 of the grievance process shall be final and binding and shall not be subject to arbitration under Article VIII of this Agreement.
3. It is expressly understood that the failure to renew the contract of a unit member without professional teacher status shall not be subject to the above provisions.

ARTICLE V - TRANSFERS & PROMOTIONS

A. Application for Promotion

1. When vacancies occur or are about to occur in higher positions or when new positions of comparable status are to be established, notice of such circumstances shall be posted in each building.

2. Qualifications, requirements, duties, salary, closing date and other pertinent information will be categorically set forth.
3. Applications will be accepted from the personnel who believe themselves qualified by reason of experience, training, capacity and general ability to execute proficiently all the demands of the position.
4. Where factors considered in items 2 and 3 are equal among a number of candidates, that candidate with seniority in the Amesbury Public Schools will be given priority consideration.
5. Such bids shall be in writing and will set forth the basis on which the applicant solicits consideration. Reasonable time will be allowed for such submission of bids. Five (5) work days will be allowed from date of posting in respective buildings. If additional time is offered to applicants outside the system, the same time will be allowed to members of the bargaining unit.
6. Women will be given equal consideration as men for promotion to positions as department chair, supervisors or principals.

B. Transfers

1. Notice of known vacancies shall be posted when they occur.
2. Teachers shall have the right to request transfer to another grade, subject, or school in Amesbury where an opening exists for which they are qualified. At a minimum, all applicants who hold the appropriate license for the position will be offered an interview.
3. No appointment shall be made to positions posted as vacant until pending transfer requests for such openings have been exhausted.
4. In the event that teachers are to be transferred between buildings, they shall be notified no later than June 1st of the preceding year that the transfer is to be effective. The school department shall supply all materials necessary for the move. The date may be waived in the case of an emergency and notification to the Federation President.

C. Involuntary Transfers

An involuntary transfer shall be made only after a meeting between the teacher or teachers involved and the Principal and/or Superintendent of Schools, at which time the teacher or teachers will be notified of the reasons for the involuntary transfer.

Notice of any such transfer after the start of the school year shall be given to the teacher or teachers at least fourteen (14) calendar days before the transfer would occur, except in cases of unexpected emergency.

ARTICLE VI - LEAVES OF ABSENCE

A. Sick Leave

1. Employees shall be allowed sixteen (16) days per year accumulative to 165 days.
 - a. First Five Years

Accrual will be at the rate of 1.6 days per month. Employees completing a given year will be granted sixteen (16) days retroactive to September 1 of that year, provided that the employee teaches the first three days of the school year.
 - b. After Five Years

Sixteen (16) days will be granted at the inception of the year and added to the previous accumulation.
 - c. Sick leave benefits will be pro-rated for employees who work less than a 1.0 FTE based upon a comparison to a full time schedule.
2. An employee shall be entitled to use up to ten (10) of their sixteen (16) 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 and father-in-law, or another relative living in the employee's household.
3. Sick leave will be granted for a period specifically limited to the actual period of the employee's disability caused or contributed to by medical, surgical, or obstetrical conditions.
 - a. Medical and/or other relevant evidence of disability shall be provided by the individual seeking sick leave of more than five (5) days--unless there is cause--if requested to do so by the Superintendent.
4. Information on sick leave for each employee shall be sent by written request. The information should be transmitted in a sealed envelope.

B. Sabbatical Leave

1. A sabbatical leave shall be granted only for personnel who have been teaching for seven (7) years in the Amesbury Public Schools. The number of leaves granted shall not exceed one (1) in any school year.
2. Applications from eligible applicants must be submitted prior to April 15 for leave beginning the following September.
3. Each application must include a proposed plan of study, travel or research, a statement of the applicant's professional purpose and the expected value to the Amesbury Public Schools.
4. In granting a sabbatical leave of absence, the Committee will take into consideration the recommendation of the Superintendent and the educational value to the Amesbury Public Schools of the proposed project.
5. Personnel granted a sabbatical leave of absence will receive one-half (1/2) pay for one year. Professional teacher status, regular salary increments and status shall not be impaired.
6. Prior to the granting of such leave an applicant shall enter into a written agreement with the Committee that upon termination of such leave, they will return to service in the Amesbury Public Schools for a period of two (2) years and that in default of completing such service, they will refund to the City of Amesbury an amount equal to such proportion of salary received by them while on leave as the amount of service not actually rendered bears to the whole amount of service agreed to be rendered, unless this failure is due to illness, disability or death, and shall be so stated on their record.
7. Employees shall be entitled upon their return to all benefits that were in place at the start of the leave.

C. Funeral Leave

1. Five (5) days maximum funeral leave shall be granted to employees upon the death of anyone in the immediate family or anyone residing in the same household with the teacher or nurse. Immediate family shall mean spouse, children, parents, siblings, mother-in-law and father-in-law.
2. Funeral leaves shall be granted to at least one employee per building in the case of the death of a retired teacher/nurse.
3. Funeral leave shall be granted upon request, to at least one teacher/nurse per building on the death of an active employee.

4. Funeral leave of one day shall be allowed on the death of grandparents, grandchild, aunt, uncle, niece, nephew, or in-laws other than those set forth in C.1.
5. Funeral leave benefits will be pro-rated for employees who work less than a 1.0 FTE based upon a comparison to a full time schedule.

D. Military Leave

1. Military leave of absence, without pay, may be granted to a permanent employee inducted into the armed forces for the required length of service, according to the terms of the Selective Services and Training Act of 1940, and subsequent amendments by Congress.
2. Eligible members will be granted leave in accordance with the provisions of the Uniformed Services Employment and Reemployment Rights Act (USERRA).

E. Leave for Visiting Days, Conferences, Conventions, etc.

1. Each employee in the Amesbury Public Schools may be allowed, without loss of pay, at least one (1) day per year for visiting other classes within or outside the city, or for educational conferences or conventions.

F. General Leave

1. Leaves of absence, without pay, may be granted by the Superintendent of Schools or their designee on account of prolonged illness, needed rest, child rearing necessities of the home and allied reasons; or they may be granted to regular teachers or nurses who are not eligible for sabbatical leaves of absence for the purpose of professional improvement. All requests for leave under this provision must be made in writing to the Superintendent of Schools or their designee.
 - a. General leaves of absence are limited to no more than all or part of one school year. A general leave that begins after the start of a school year may be extended through the following school year only upon approval of the principal and the Superintendent.
 - b. The salary status of a regular employee on leave of absence without pay remains unchanged during the period of leave. No increments will be given for the year of absence.
2. Time off, without loss of pay, shall be granted for the observance of any required religious holiday for those employees who adhere to said religious faith.

G. Personal Leave

1. Employees shall be granted three (3) days of personal leave annually to be used for personal affairs that cannot be conducted during non-school hours. Such leave may not be accumulated.
2. Whenever possible, an employee shall give twenty-four (24) hours notice of such absence due to personal reasons on a form provided by the Superintendent's office. The approval of requests made in advance of the required notice shall be completed and returned to an employee as soon as possible and normally within three (3) school days. Requests for Personal Leave shall not be unreasonably denied.
3. Personal leave will not be granted on the day or successive days immediately preceding or immediately following a holiday or vacation period or on a Monday or Friday separated from a holiday or vacation period by a weekend. Exceptions may be granted at the discretion of the Superintendent and shall not be unreasonably denied.
4. Personal leave will not be granted for recreation, vacations, job interviews, private business enterprises or political functions. Personal leave benefits will be pro-rated for employees who work less than a 1.0 FTE based upon a comparison to a full time schedule.

H. Alternative Employment Leave

1. An Alternative Employment Leave without pay or increment may be granted to employees in the Amesbury School system under the following conditions:
 - a. The employee must have taught in Amesbury for five (5) years.
 - b. Applications must be filed by April 1 with the Superintendent.
 - c. The leave shall be granted for one school year only and an employee who desires to return to employment at the beginning of the following school year must provide notice of intent to return prior to April 1 of the school year that the employee is on leave.

I. Sick Leave Bank

A sick leave bank shall be established for members of the bargaining unit. The School Committee will initially seed the bank with ten (10) days and will add one (1) day for every ten (10) days donated by employees as of September 30, 2000.

Members of the bargaining unit who wish to participate in the bank may contribute one (1) sick day per year until the bank reaches 500 days. Thereafter, members may contribute up

to one sick day per year. Those who participate in the sick leave bank will have their total accrued sick time permanently lowered to 164.

The bank shall be administered by a Sick Leave Committee comprised of two members of the Federation, appointed by the Federation President and one member appointed by the Superintendent.

An individual seeking assistance from the bank shall submit their request in writing, accompanied by what further information the Sick Leave Bank Committee has determined necessary, which at a minimum shall include certification from the employee's health care provider, regarding reason(s) for absence, diagnosis, prognosis, ability to return to work and expected date of return. Days will be granted from the sick leave bank based upon the majority vote of the Sick Leave Bank Committee. The decision of the committee is binding on all parties and is not subject to the grievance procedure or appealable to any tribunal.

The maximum number of days granted to an individual from the bank will not exceed 150.

An employee is required to have worked the prior school year in order to petition the Sick Leave Bank, unless they were a member of the bargaining unit who was out of work using their own accumulated sick leave from the Amesbury Public Schools.

In order to utilize the bank, the employee must have exhausted their personal sick leave accumulation and have suffered a five (5) day loss of pay.

Sick Leave Bank Days may not be utilized for parental or maternity leave purposes.

Employees found to have abused the Sick Leave Bank benefit will be subject to disciplinary action.

J. Family and Medical Leave Act

Eligible employees will be granted leave in accordance with the federal Family and Medical Leave Act and may use accrued sick time for leave due to their own personal illness. Employees taking FMLA leave for the purpose of the birth or adoption of a child may utilize accrued sick time as set forth at Section K, below.

K. Parental Leave

Eligible members will be granted leave, to the extent they are otherwise eligible, in accordance with the FMLA and/or the Massachusetts Parental Leave Act ("MPLA"), M.G.L. c. 149, s. 105D, for the birth or adoption of a child.

Employees on an approved leave under the FMLA or MPLA for the birth or adoption of a child may use the following benefits, within four (4) months of the date of birth or adoption of a child:

- (a) Effective September 1, 2023 - up to twelve (12) weeks of accrued paid sick leave, to the extent available pursuant to Article VI, Section A;
- (b) Effective September 1, 2024 – one (1) week of paid parental leave not to be deducted from accrued sick time and up to eleven (11) weeks of accrued paid sick leave, to the extent available pursuant to Article VI, Section A; and,
- (c) Effective September 1, 2025 – two (2) weeks of paid parental leave not to be deducted from accrued sick time and up to ten (10) weeks of accrued paid sick leave, to the extent available pursuant to Article VI, Section A.

To be eligible for the paid parental leave benefit, the individual must have been employed by the District for one full school year.

If both parents are employed by the District, the leave benefit will be shared.

To assist with planning, the employee requesting leave under this provision will provide the Superintendent or their designee with notice as far in advance as possible and no less than two (2) weeks prior to the expected commencement of the leave and their intention to return to work following the end of such leave.

L. Small Necessities Leave Act

Eligible members will be granted leave in accordance with the Massachusetts Small Necessities Leave Act, M.G.L. c. 149, s. 52D, and may use available Personal Leave or Sick Leave for absences granted under this section. An eligible employee may elect to take leave granted under this section in half day increments, however, accumulated Personal or Sick Leave may only be substituted if the reason for the leave would normally have qualified for paid leave. Where an employee's paid leave has been exhausted such leave is unpaid.

ARTICLE VII - GRIEVANCE PROCEDURE

A. Definition

- 1. A "Grievance" shall mean a complaint by any employee or the Federation that there has been a violation, misinterpretation, or unfair or unjust application of any of the provisions of this agreement.
- 2. As used in this Article, the term "employee" shall mean either an individual employee or a group of employees having the same grievance.
- 3. The Federation may initiate and process grievances under the following procedure, acting in place of the employee.

B. Adjustment of Grievance

1. Level 1 - Principal

- a. An employee may present a grievance to the principal of the school within fifteen (15) school days following knowledge by the grievant of the act or conditions which is the basis of their complaint, unless the grievant has a valid excuse for later filing.
- b. The employee and the principal shall first confer on the grievance with a view to arriving at a mutually satisfactory resolution of the complaint. At the conference, the employee may be represented by the appropriate Federation representative; but where the employee is represented, they must be present. Whenever a grievance is presented to the principal by the teacher or nurse personally, the principal shall give the Union representative the opportunity to be present and state the views of the Federation.
- c. The principal of the school shall communicate their decision to the aggrieved employee and to the Federation representative who participated within five (5) school days after receiving the complaint, unless the principal has a valid excuse for later filing.

2. Level 2 - Superintendent of Schools

- a. If the grievance is not resolved at Level 1, the aggrieved employee may appeal from the decision at Level 1 to the Superintendent of Schools within ten (10) school days after the decision of the principal has been delivered. The appeal shall be in writing, shall set forth specifically the reasons for the appeal, and shall be accompanied by a copy of the appeal and the decision at Level 1.
- b. The Superintendent of Schools shall meet and confer with the aggrieved employee with a view at a mutually satisfactory resolution of the complaint. The aggrieved employee and the appropriate Federation representative shall be given at least five (5) school days notice of the conference and an opportunity to be heard.
- c. Notice of the conference shall also be given to the principal of the school who may be present at the conference and present their views.
- d. When the employee is not represented by the Federation at this level, the Superintendent of Schools shall furnish the Federation with a copy of the appeal from Level 1 together with notice of the date of the conference. In such cases, the Federation may be present and state its views.

- e. The Superintendent shall communicate their decision in writing together with the supporting reasons, to the aggrieved employee, and to any Federation representatives who participated at this level within fifteen (15) school days after receiving the appeal, unless the Superintendent has a valid reason for later filing.
- f. The principal of the school shall also receive a copy of any decision at this level.

3. Level 3 - School Committee

- a. If the grievance is not resolved at Level 2, the aggrieved employee may appeal from the decision at Level 2 to the Committee within ten (10) school days after the decision of the Superintendent of Schools has been delivered. The appeal shall be in writing, shall set forth specifically the reasons for the appeal, and shall be accompanied by a copy of the appeal and the decision at Level 2.
- b. The Committee shall meet with the aggrieved employee to attain mutual resolution of the complaint. The aggrieved employee, and the appropriate Federation representative shall be given at least five (5) school days notice of the conference and an opportunity to be heard.
- c. Notice of the conference shall also be given to the Superintendent and principal who may be present at the conference to state their views.
- d. When the employee is not represented by the Federation at this level, the Committee shall furnish the Federation with a copy of the appeal from Level 2 together with notice of the date of the conference. In such cases, the Federation may be present and state its views.
- e. The Committee shall communicate its decision in writing, together with the supporting reasons, to the aggrieved employee and to any Federation representatives who participated at this level within fifteen (15) school days after receiving the appeal.
- f. The Superintendent and the principal shall also receive a copy of any decision at this level.

4. Special Procedures for Grievances Relating to Salary and Leave Matters

- a. Any grievance based on a complaint that the employee has been placed on the wrong salary schedule, or step, or that they have been improperly denied an increment, or that their salary has been miscalculated or that the person's absence was improperly calculated shall be filed directly with the Superintendent of Schools. In such cases, the provisions of the general

procedures shall apply to the presentation and adjustment of the grievance that:

- (1) The grievance shall be filed within fifteen (15) school days following knowledge by the grievant of the act or condition which is the basis of the complaint, unless the grievant has a valid excuse for later filing.

The provisions of the general procedures relating to Level 3 shall apply to any appeal to the Committee regarding the decision of the Superintendent of Schools.

5. Time Limits

The time limits in the Article may be altered by mutual agreement.

6. Adjustment of Grievance

Informal adjustments to grievances may be made by the employee and the supervisor, if the Federation and Committee approve.

ARTICLE VIII - ARBITRATION

- A. A grievance dispute which was not resolved at the level of the Committee under the Grievance Procedure may be submitted by the Federation to arbitration. The proceeding may be initiated by notifying the Committee and the American Arbitration Association of a request for arbitration. The notice shall be filed within ten (10) school days after receipt of the decision of the Committee, under the Grievance Procedure. The voluntary labor arbitration rules of the American Arbitration Association shall apply to the proceeding.
- B.
 1. The arbitrator shall issue their decision not later than thirty (30) days from the date of the close of the hearing, or, if oral hearings have been waived, then from the date of transmitting the final statements and proofs to the arbitrator. The decision shall be in writing and shall set forth the arbitrator's opinion and conclusion on the issues submitted. The decision of the arbitrator, if made in accordance with their jurisdiction and authority under this Agreement, will be accepted as final by the parties to the dispute and both will abide by it. The arbitrator's fee will be shared equally by the parties to the dispute.
 2. The arbitrator, in their opinion, shall not amend, modify, nullify, ignore, nor add to the provisions of the Agreement. Their authority shall be strictly limited to deciding only the issue or issues presented in writing by the Committee and the Federation, and their decision must be based solely upon their interpretation of the meaning or application of the express relevant language of the Agreement.

- C. The Committee agrees that it will apply to all substantially similar situations the decision of an arbitrator sustaining a grievance and the Federation agrees that it will not bring, or continue, and that it will not represent any employee in any grievance denied by the decision of an arbitrator.

ARTICLE IX - FEDERATION PRIVILEGES AND RESPONSIBILITIES

A. Fair Practices

As sole collective bargaining agent, the Federation will continue its policy of accepting into voluntary membership all eligible persons in the unit without regard to race, color, creed, national origin, sex, age, or marital status. The Federation will represent equally all persons without regard to membership, participation in or activities in any employee organization.

The Committee agrees to continue its policy of not discriminating against any persons on the basis of race, creed, color, national origin, sex, age, marital status, or participation in or association with the activities of any employee organization.

B. Dues Check-Off

The Federation may secure authorization for payroll deductions for Federation dues. Such authorization may be revocable as provided by law. The Committee will request the Treasurer of the City of Amesbury to submit such sums to the Federation Treasurer no later than ten (10) days after such deduction is made. Dues deduction will be standard monthly for all members.

C. Allowed Time for Federation Negotiations

1. The principal shall recognize the Federation building representatives of the Federation in the school.
2. The principal, or Superintendent, will meet with a committee of the Federation, if requested to do so, with adequate notice. Such meetings will take place at a time mutually agreeable to both parties.

D. Bulletin Boards

The Federation shall be provided a bulletin board or space on any existing bulletin boards in each school and other work locations for the posting of notices and other materials and shall be responsible for the maintenance of its materials.

E. Federation Meetings

The authorized representative of the Union shall have the right to schedule Federation meetings in the building before or after regular class hours so long as there is no conflict with Article IV, Section A of this contract.

F. Protection of Individual and Group Rights

1. Nothing contained, herein shall be construed to prevent the Committee, a member of the Committee or its designated representatives from meeting with any teacher for mutual expression of the teacher's views. In the area of Collective Bargaining, no changes or modifications shall be made except through consultation and negotiation with the Federation. Nothing contained herein shall be construed to permit an organization other than the Federation to appear in an official capacity in the processing of a grievance.
2. Nothing contained herein shall be construed to prevent any person from informally discussing any dispute with their immediate supervisor or processing a grievance on their own behalf in accordance with the Grievance Procedure, hereto set forth in Articles VII and VIII.

G. Information

The Committee shall make available to the Federation, upon its reasonable and specific request in writing, available information, statistics, and records relevant to negotiations, or necessary for the proper enforcement of the terms of this Agreement. The Committee agrees to provide the Union President or their designee with the following information, in writing, on all members of the bargaining unit no later than October 1st of each school year, and for newly hired employees within ten (10) work days of their date of hire: name, job title, department, current work location/building assignment, home telephone number, cell phone number, home address, and personal (non-work) email, if on file.

The Federation shall make available to the Committee, upon its reasonable and specific request in writing, available information, statistics and records relevant to negotiations, or necessary for the proper enforcement of the terms of this Agreement.

H. Existing Laws and Regulations Preserved

The rights and benefits of persons provided herein are in addition to those provided by City, state or federal law, rule or regulation.

I. Printing of the Agreement

The Committee and the Federation agree to share equally the cost of reproducing the Agreement and in sufficient quantity to distribute a copy to each member of the bargaining

unit employed by the Committee and to each member of the Committee and administration and additional copies as requested by the Union and Committee.

J. Voluntary Deductions

The Employer shall deduct from and transmit to the Federation funds from members who voluntarily choose to participate in the Federation's scholarship or COPE program.

K. Employee Organization Access to Members

The Employer shall provide the Federation access to members of the bargaining unit that the Federation exclusively represents consistent with the provisions of M.G.L. c. 150E, s. 5A, including:

1. The right to meet with individual employees on school premises during the workday to investigate and discuss grievances, workplace-related complaints, and other workplace issues;
2. The right to conduct worksite meetings during lunch breaks and other non-work breaks and before and after the workday on the school premises to discuss workplace issues, collective bargaining negotiations, the administration of collective bargaining agreements, other matters related to the Federation's duties as the exclusive bargaining representative and internal Federation matters involving the governance or business of the Federation; and
3. The right to meet with newly-hired employees, without charge to the pay or leave time of such an employee, as outlined in Article IX, Section L.

L. New Employee Orientations

1. For bargaining unit employees hired prior to the start of the academic year, the Federation shall be provided at least one (1) hour to meet with such newly hired employees during new teacher orientation, typically occurring prior to the start of the school year for students. The parties note that new teacher orientation is typically an unpaid day. In the event that new teacher orientation is held on a work day, then the Employer shall provide release time for new employees to attend with no loss of pay. The Employer shall release two (2) members of the Federation to conduct the orientation with no loss of pay.
2. For bargaining unit employees hired after the start of the academic year, the Federation shall have the right to meet with such newly hired employee within the first five (5) days of employment, with no loss of pay, for not less than one (1) hour. The Employer shall release a building representative, or other representative chosen by the Federation, to conduct an orientation of no less than one (1) hour with no loss of pay.

M. Union Release Time

Bargaining unit employees shall be released, with no loss of pay, to attend conventions, training, and conferences of the Federation, for a total annual allotment of six (6) days per school year. Requests to utilize such union leave days will be made in writing to the Superintendent at least two (2) calendar weeks in advance.

ARTICLE X - HANDLING OF NEW ISSUES

A. Matters of Collective Bargaining

1. By the Committee

The Committee agrees it will make no changes without prior consultation and negotiation with the Federation.

B. Being a mutual agreement, this instrument may be amended at any time by mutual consent.

ARTICLE XI - SAVING CLAUSE

A. If any provision of this agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law and substitute action shall be subject to appropriate consultation and negotiation with the Federation.

B. In the event that any provision of this agreement is or shall at any time be contrary to law, all other provisions of this agreement shall continue in effect.

ARTICLE XII - RESOLUTION OF DIFFERENCES BY PEACEFUL MEANS

A. The Federation and the Committee agree that differences between the parties shall be settled by peaceful means as provided within this agreement.

B. In consideration of the terms of this agreement and the legislation that engendered it, the Federation and its members, individually and collectively, agree for the term hereof, that they shall not cause, sponsor, sanction, assist or participate in any strike, work stoppage, concerted absence or refusal to perform assigned duties during the terms of this contract.

C. If the Federation disclaims such activities publicly and in writing to the Committee, and advises the individuals concerned that the activity is illegal and in violation of the contract and instructs them to cease such activities, it will not be liable in any way therefore.

ARTICLE XIII - LAYOFF PROCEDURE

A. Reductions in staff will first be made among those teachers in the department and/or classification to be reduced who have not obtained professional teacher status.

- B.** No professional teacher status teacher shall be laid off if there is a non P.T.S. teacher whose position the tenure teacher is qualified to fill.
- C.** Any teacher who is reduced from full-time to part-time status shall be compensated on a pro-rata basis.
- D.** If a reduction in a department and/or classification results in the layoff of a P.T.S. teacher, the teacher with the least seniority in the department and/or classification shall be laid off first provided that the following factors, when applied to the next senior teacher, are at least equal to the teacher to be laid off:
 - 1. Professional performance based upon written evaluations within the three (3) year period prior to layoff.
 - 2. Current educational needs of the system based upon a teacher's ability to teach a course or courses or provide a specialized service of a professional nature.

List of specialized positions:

Academic Enrichment

Music

- 1. Vocal
- 2. Instrumental

Advanced Placement

Early Childhood (Pre-K - K)

Special Needs Specialist

- 1. Hearing and Language
- 2. Vision
- 3. Audition

Any new positions of a specialized nature shall be designated on an annual basis.

- 3. Professional Development (including courses taken at a college and graduate level; in-service and outside courses; committee and curriculum work membership and participation in professional organizations and societies; writing for publication).
- 4. Effective September 1, 2016, no teacher with professional status shall be displaced by a more senior teacher unless the more senior teacher is currently certified pursuant to M.G.L. c. 71, s. 38G and is at least as qualified for the position as the junior teacher holding the position. The criteria for determining a qualified teacher

under this provision shall include, as the primary factors, indicators of job performance, including overall ratings resulting from the comprehensive evaluation conducted pursuant to the Amesbury Educator Evaluation Process and the best interests of the students in the school or District. For the purposes of this Article an overall rating of “proficient” or higher shall be considered equivalent. Where qualifications are determined to be equal, seniority shall be the determining factor.

- E.** A displaced P.T.S. teacher can bump a less senior P.T.S. teacher in a department and/or classification in which the displaced teacher has certification provided that the factors set forth in paragraph D above, when applied to the displaced P.T.S. teacher, are at least equal to the less senior teacher. In applying paragraph E, the Superintendent can consider the specific courses taken at the college and graduate level as part of Professional Development to evaluate the fitness of a teacher with certification to displace a less senior tenure teacher in a department or classification.
- F.** Seniority is the length of continuous service in a permanently appointed professional position in the Amesbury Public Schools, including time spent on paid leaves of absence authorized under this Agreement. Teachers who have transferred to other departments and/or classifications shall maintain their overall seniority. Unpaid leaves of absence of one year or more shall not count in the computation of seniority but will not constitute a break in continuous employment.
- G.** P.T.S. teachers who have been laid off shall be entitled to recall to their former department and/or classification for a period of two years from the effective date of their layoff. During the recall period, teachers who have been laid off shall be notified of any openings in the former department and/or classification and offered employment on a last-out, first-in basis. During the recall period, teachers who have been laid off shall be given preference on the substitute list.
- H.** Recall notices will be sent to laid off P.T.S. teachers by registered return receipt mail to their last address of record, with copies being sent to the Federation. A recalled teacher shall have seven (7) days after receipt of the recall notice to accept that position. A teacher who accepts recall may, upon request, be given an additional two (2) weeks to return to work if required to provide notice to their then current employer. If the teacher either rejects the recall offer or fails to respond to the recall notice, the teacher's name shall be bypassed on the recall list and the position shall be offered to the next person, if any, on the recall list. A teacher who rejects a recall offer or fails to respond to a recall notice for the second time shall be removed from the recall list and all rights of recall shall terminate.
- I.** To the extent permitted by law, teachers shall be allowed to maintain insurance coverage by paying the full premium to the City during the recall period.
- J.** A list specifying the seniority of each member of the bargaining unit and any changes in the list of specialized positions shall be prepared by the Committee and forwarded to the President of the Federation within thirty (30) days following the execution of this Agreement. Updated lists shall be supplied by the Committee annually thereafter. Any list

submitted by the Committee will become final at the end of thirty (30) days following submission to the Federation, and will not thereafter be subject to grievance or arbitration.

ARTICLE XIV - MANAGEMENT RIGHTS

The Committee is a public body established under and with the powers provided by the statutes of the Commonwealth of Massachusetts. Under the laws of Massachusetts, the Committee elected by the citizens of Amesbury is charged with the responsibility for the quality of education of the Amesbury Public Schools. It is acknowledged that the Committee has final responsibility for establishing the educational policies of the public schools of Amesbury, for the management of said schools and for directing their operation - a responsibility which includes the duty to maintain public elementary and secondary schools and such other educational activities as it finds will best serve the interests of the City of Amesbury. It is further acknowledged that the Superintendent of Schools of Amesbury has the responsibility for carrying out the policies so established.

ARTICLE XV – EVALUATION

Educators shall be evaluated pursuant to the Amesbury Educator Evaluation System attached hereto and incorporated herein as Appendix C.

The Parties agree to create a joint subcommittee comprised of an equal number of AFT members appointed by the AFT President and administrators appointed by the Superintendent to study and make recommendations relative to a revised Educator Evaluation Process.

The Subcommittee's recommendations will be brought forward to the negotiation teams by march 1, 2020.

Any changes to the existing process will be subject to ratification by the Parties.

ARTICLE XVI - DURATION


- A. This Agreement shall be effective as of September 1, 2023 and shall continue in full force and effect until August 31, 2026.
- B. The parties agree that no later than October 1, 2025, they will enter into negotiations for a successor Agreement to become effective September 1, 2026. Negotiations for a successor Agreement will include any matters covered by this Agreement, and any other matters, which the parties mutually agree to be negotiable.

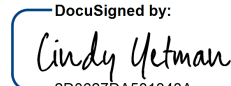
The funding of this agreement is contingent upon the continuation of funding of at least current levels pursuant to the Education Reform Act.

The Parties hereto have caused this Contract Agreement to be executed by their duly authorized agents on the dates set forth below.

AMESBURY SCHOOL COMMITTEE

**AFT AMESBURY, LOCAL 1033, AFT,
AFT MASSACHUSETTS, AFL- CIO
TEACHERS AND NURSES UNIT**

By: 
2FA6B6B307C8462...
Kassandra Gove, Mayor
Its Chair
10/19/2023
Date: _____

By: 
2D0627DA581343A...
Cindy Yetman
Its President
10/19/2023
Date: _____

APPENDIX A-1
CO-CURRICULAR ACTIVITY STIPENDS

	<u>September 1, 2023</u> (3%)	<u>September 1, 2024</u> (3%)	<u>September 1, 2025</u> (3%)
LEVEL I			
	\$1288	\$1326	\$1,366
<u>Amesbury High School:</u>			
Big Brother/Sisters	\$1288	\$1326	\$1,366
Community Service	\$1288	\$1326	\$1,366
Debate and Speech Club Advisor	\$1288	\$1326	\$1,366
Drama Coordinator (Play/Musical)	\$1288	\$1326	\$1,366
Lead Robotics Coach	\$1288	\$1326	\$1,366
Literary Magazine Advisor	\$1288	\$1326	\$1,366
Math Team Advisor	\$1288	\$1326	\$1,366
Model U.N. Advisor	\$1288	\$1326	\$1,366
Peer Leader Advisor	\$1288	\$1326	\$1,366
Peer Mediation Coordinator	\$1288	\$1326	\$1,366
School Newspaper Advisor	\$1288	\$1326	\$1,366
Science Team Advisor	\$1288	\$1326	\$1,366
Select Choir Advisor (Rhythmics – 3 Hrs/Week/Outside School Day/6-8 concerts/year)	\$1288	\$1326	\$1,366
Student Advisory Council Advisor	\$1288	\$1326	\$1,366
Yearbook Advisor	\$1288	\$1326	\$1,366

APPENDIX A-1
CO-CURRICULAR ACTIVITY STIPENDS

	<u>September 1, 2023</u>	<u>September 1, 2024</u>	<u>September 1, 2025</u>
	(3%)	(3%)	(3%)
<u>Amesbury Middle School:</u>			
Destination Imagination Advisor	\$1288	\$1326	\$1,366
Drama Club Advisor	\$1288	\$1326	\$1,366
Literary Magazine Advisor	\$1288	\$1326	\$1,366
Peer Leaders Advisor	\$1288	\$1326	\$1,366
Peer Mediation Advisor	\$1288	\$1326	\$1,366
Ski Club Advisor	\$1288	\$1326	\$1,366
Yearbook Advisor	\$1288	\$1326	\$1,366
<u>Elementary Schools:</u>			
AES & CES Destination Imagination Advisor	\$1288	\$1326	\$1,366
AES & CES Chorus Advisors	\$1288	\$1326	\$1,366
LEVEL II			
	\$927	\$955	\$983
<u>Amesbury High School:</u>			
Advisory Liaison	\$927	\$955	\$983
Art and Camera Club	\$927	\$955	\$983
Assistant Robotics Coach	\$927	\$955	\$983
Audio/Visual Coordinator	\$927	\$955	\$983
Gay/Straight Alliance Advisor	\$927	\$955	\$983
National Honor Society Advisor	\$927	\$955	\$983
<u>Amesbury Middle School:</u>			
Art Club Advisor	\$927	\$955	\$983
Audio Visual Coordinator	\$927	\$955	\$983

APPENDIX A-1
CO-CURRICULAR ACTIVITY STIPENDS

	<u>September 1, 2023</u>	<u>September 1, 2024</u>	<u>September 1, 2025</u>
	(3%)	(3%)	(3%)
Communications Club Advisor	\$927	\$955	\$983
Computer Club Advisor	\$927	\$955	\$983
Games Club Advisor	\$927	\$955	\$983
Geology Club Advisor	\$927	\$955	\$983
Jazz-Rock Band Advisor	\$927	\$955	\$983
Math League Advisor	\$927	\$955	\$983
Melody Club Advisor	\$927	\$955	\$983
Newspaper Club Advisor	\$927	\$955	\$983
Project Runway	\$927	\$955	\$983
Student Council Advisor	\$927	\$955	\$983
<u>Elementary Schools:</u>			
AES & CES Art Club Advisors	\$927	\$955	\$983
AES & CES Computer Club Advisors	\$927	\$955	\$983
AES & CES Drama Club Advisors	\$927	\$955	\$983
AES & CES Math League Advisors	\$927	\$955	\$983
AES & CES Student Council Advisors	\$927	\$955	\$983
AES & CES Audio Visual Coordinator	\$927	\$955	\$983

APPENDIX A-1
CO-CURRICULAR ACTIVITY STIPENDS

	<u>September 1, 2023</u> (3%)	<u>September 1, 2024</u> (3%)	<u>September 1, 2025</u> (3%)
<u>LEVEL III</u>			
	\$567	\$583	\$601
<u>Amesbury High School:</u>			
Academic Decathlon/Quiz Show Advisor	\$567	\$583	\$601
Book Worms	\$567	\$583	\$601
English/Language Arts Honor Society Advisor	\$567	\$583	\$601
Environmental Club Advisor	\$567	\$583	\$601
Foreign Language Honor Society Advisor	\$567	\$583	\$601
Math Honor Society Advisor	\$567	\$583	\$601
History Honor Society Advisor	\$567	\$583	\$601
Science Honor Society Advisor	\$567	\$583	\$601
Tri-M Music Honor Society Advisor	\$567	\$583	\$601
Interact Club Advisor	\$567	\$583	\$601
MVP Advisors	\$567	\$583	\$601
<u>Amesbury Middle School:</u>			
Recycling Program Advisor	\$567	\$583	\$601
Child Care Club Advisor	\$567	\$583	\$601
Interact Club Advisor	\$567	\$583	\$601
World Culture Club Advisor	\$567	\$583	\$601
<u>Elementary Schools:</u>			
AES & CES Chess Club Advisors	\$567	\$583	\$601

APPENDIX A-1
CO-CURRICULAR ACTIVITY STIPENDS

	<u>September 1, 2023</u>	<u>September 1, 2024</u>	<u>September 1, 2025</u>
	(3%)	(3%)	(3%)
AES & CES Newspaper Club Advisors	\$567	\$583	\$601
AES & CES Recycling Program Advisors	\$567	\$583	\$601
ADDITIONAL RESPONSIBILITY STIPENDS			
Adult Education Coordinator	3708	3819	3934
Adult Education Teacher	31 per hour	32 per hour	33 per hour
Camp Bournedale Coordinator (x2)	1030	1061	1093
Camp Bournedale Stipend	129 per night	132 per night	137 per night
Catering Coordinator	1288	1326	1366
Elementary Building Coordinator (x2)	6180	6365	6556
Elementary School Intramurals (x4)	618 per session	637 per session	656 per session
Ed. Relations Facilitators (x4)	1545	1591	1639
High School Band Director (Concerts/Parades)	2112	2175	2240
High School Graduation/Honors Coordinator	618	637	656
High School Chess Club Advisor	600	618	637
High School Chorus Director (Concerts/Nursing Homes)	721	743	765
High School Class Advisors Grades 9 & 10	1500	1545	1591
High School Class Advisors Grades 11 & 12	2000	2060	2122

APPENDIX A-1
CO-CURRICULAR ACTIVITY STIPENDS

	<u>September 1, 2023</u>	<u>September 1, 2024</u>	<u>September 1, 2025</u>
	(3%)	(3%)	(3%)
Homework Club Advisors AES, CES (x2 per building)	618	637	656
Homework Club Advisors AMS (x2 per building)	31 per hour	32 per hour	33 per hour
Mentor Teachers	618	637	656
Middle School Band Director	721	743	765
Middle School CARE Program Coordinator	1250	1288	1326
Middle School Chorus Director	721	743	765
Middle School Field Hockey Club Advisor	600	618	637
Middle School Intramurals	618	637	656
Middle School Ski Club	1500	1545	1591
Musical Advisor – Pit Band/Instruments	618	637	656
Nurse Leader	10,000	10,300	10,609
STUCO Advisor @ AHS	3090	3183	3278
5 th -8 th Grade Fall Running Club	618	637	656
7 th -8 th Grade Girls Spring Running Club	618	637	656
8 th Grade Trip Coordinators (x2)	1545	1591	1639
8 th Grade Trip Stipend	129 per night	133 per night	137 per night
Special Education Facilitators (1 per building)	2575	2652	2732
Work Study Supervisor	1545	1591	1639

* Plus two (2) additional work days as scheduled by the Building Administrator.

** Stipends remain at 9/1/2019 rates unless specifically noted otherwise.

APPENDIX A-1
CO-CURRICULAR ACTIVITY STIPENDS
EXTENDED SCHOOL YEAR

All positions for Special Education (SPED) Summer Programs shall be posted annually in all buildings and, when possible, no later than May 1st. A copy of all postings shall be sent to the Federation President. Any member of the bargaining unit who wishes to work in SPED Summer Programs shall submit an application, in writing, to the Director of Special Education no later than June 1st. Qualified members of the bargaining unit shall be given preference over non-bargaining unit applicants when filling positions for the SPED Summer Programs. All successful applicants shall be notified, in writing, and no later than June 15th. Postings for SPED Summer Programs shall include the following:

- Name of Summer Program
- Start Date of the Summer Program
- End Date of the Summer Program
- Projected Number of Hours of Work/Day
- Projected Number of Days of Work/Week
- Projected total Number of Hours of Work for the Summer Program
- Qualifications to Work in the Summer Program
- Hourly Rate of Pay for the Summer Program

Special Education Summer Programs	
Teachers	Shall be compensated at the rate of \$50.00 per hour for all pre-approved hours worked in the District Special Education Summer Program. Teachers will be provided with one (1) hour of paid preparation time for every five (5) hours of teaching time in a given day. Preparation time will be pro-rated for teachers working less than five (5) hours a day.
OT, PT, Speech Therapists	Shall be paid at the rate of \$50.00 per hour for time worked as defined by the student's IEP. Therapists working the summer program will be provided with five (5) hours of prep time at the beginning of the summer program.
Nurse	Shall be paid at the rate of \$50.00 per hour for time worked as defined by the student's IEP. Nurses working the summer program will be provided with five (5) hours of prep time at the beginning of the summer program.

APPENDIX A-2
ATHLETIC COACHES STIPENDS

Sport Step	9/1/2023			9/1/2024			9/1/2025		
	High	Medium	Low	High	Medium	Low	High	Medium	Low
Head Football (1)	8,862	8,311	7,465	9,128	8,560	7,689	9,402	8,817	7,920
Asst. Football (4)	4,896	4,332	3,769	5,042	4,462	3,882	5,194	4,596	3,998
Head Field Hockey (1)	6,339	5,774	5,212	6,529	5,947	5,368	6,725	6,126	5,529
Asst. Field Hockey (2)	4,366	3,802	3,240	4,497	3,916	3,338	4,632	4,033	3,438
Head Soccer (2) (G & B)	6,056	5,494	4,930	6,238	5,659	5,077	6,425	5,829	5,230
Asst. Soccer (2) (G & B)	4,085	3,521	2,957	4,208	3,626	3,046	4,334	3,735	3,137
Head Cross Country (1)	4,497	3,933	3,369	4,632	4,051	3,470	4,771	4,172	3,574
Cross Country Asst. (1)	2,020	1,806	1,590	2,080	1,860	1,638	2,143	1,916	1,687
Head Cheering (1)	2,518	2,251	2,036	2,594	2,318	2,097	2,672	2,388	2,160
Head Golf (1)	4,085	3,521	2,957	4,208	3,626	3,046	4,334	3,735	3,137
Head Basketball (2) (G & B)	6,339	5,774	5,212	6,529	5,947	5,368	6,725	6,126	5,529
Asst. Basketball (4) (G & B)	4,366	3,802	3,240	4,497	3,916	3,338	4,632	4,033	3,438
Head Ice Hockey (1)	6,339	5,774	5,212	6,529	5,947	5,368	6,725	6,126	5,529
Asst. Ice Hockey (1)	4,366	3,802	3,240	4,497	3,916	3,338	4,632	4,033	3,438
Head Cheering (1)	2,518	2,251	2,036	2,594	2,318	2,097	2,672	2,388	2,160
Head Indoor Track (1)	4,662	4,073	3,429	4,802	4,195	3,532	4,946	4,321	3,638
Asst. Indoor Track (1)	2,679	2,465	2,251	2,759	2,539	2,318	2,842	2,615	2,388
Head Spring Track (1)	6,761	6,196	5,633	6,964	6,382	5,802	7,173	6,574	5,976
Asst. Spring Track (3)	4,085	3,521	2,957	4,208	3,626	3,046	4,334	3,735	3,137
Head Baseball (1)	6,056	5,494	4,930	6,238	5,659	5,077	6,425	5,829	5,230
Asst. Baseball (2)	4,085	3,521	2,957	4,208	3,626	3,046	4,334	3,735	3,137
Head Softball (1)	6,056	5,494	4,930	6,238	5,659	5,077	6,425	5,829	5,230
Asst. Softball (2)	4,085	3,521	2,957	4,208	3,626	3,046	4,334	3,735	3,137
Head Tennis (2) (G & B)	4,497	3,933	3,369	4,632	4,051	3,470	4,771	4,172	3,574
Asst. Tennis (2)	2,020	1,806	1,590	2,080	1,860	1,638	2,143	1,916	1,687

APPENDIX A-2
ATHLETIC COACHES STIPENDS

Sport Step	9/1/2023			9/1/2024			9/1/2025		
	High	Medium	Low	High	Medium	Low	High	Medium	Low
Asst. Athletic Dir. (2@.5)	12,850	11,682	10,514	13,236	12,033	10,830	13,633	12,394	11,155
Trainer	5,841			6,016			6,197		

Service Credits (after 10 yrs) 300

Service Credits (after 15 yrs) 500

APPENDIX B
TEACHERS/NURSES SALARY SCHEDULE

2023-2024 School Year
Effective the 1st day (2.5% Increase)

Step	B/BSN	B/BSN+18	B/BSN+36	M/MSN	M/MSN+15	M/MSN+30	M/MSN+45	M/MSN+60	MM/CAGS
1	54,937.86	57,279.27	64,381.62	61,180.82	63,521.04	65,862.45	68,203.86	70,544.08	74,446.83
2	56,780.92	59,151.91	67,601.34	63,053.47	65,394.88	67,736.29	70,075.33	72,417.92	76,318.30
3	58,684.34	61,024.57	72,320.86	64,926.13	67,268.72	69,608.94	71,950.35	74,291.76	78,192.14
4	60,557.00	62,897.22	74,238.49	66,799.97	69,140.19	71,481.60	73,823.00	76,164.41	80,065.97
5	62,428.47	64,769.88		68,671.44	71,012.85	73,354.25	75,695.66	78,035.88	81,938.63
6	64,301.13	66,642.53		70,544.08	72,885.49	75,226.91	77,568.31	79,909.72	83,811.27
7	66,176.14	68,517.55		72,417.92	74,759.33	77,099.55	79,440.96	81,782.38	85,683.93
8	67,062.75	69,368.64		74,291.76	76,633.16	78,972.21	81,313.61	83,655.02	87,556.58
9				76,164.41	78,504.64	80,846.04	83,187.45	85,526.49	89,429.24
10				78,035.88	80,377.29	82,719.88	85,060.10	87,401.51	91,304.25
11				80,799.87	83,141.29	85,482.70	87,822.92	90,164.33	94,065.88
17				82,819.87	85,219.82	87,619.76	90,018.49	92,418.44	96,417.53

NOTES

¹ Shaded Columns/Steps for grandfathered Members only under the provisions of Article II A (2).

² STEP 17 is for members of the bargaining unit who have completed seventeen (17) years of continuous service with the Amesbury Public Schools within the bargaining unit.

APPENDIX B
TEACHERS/NURSES SALARY SCHEDULE

2023-2024 School Year
Effective the 91st day (.5% Increase)

Step	B/BSN	B/BSN+18	B/BSN+36	M/MSN	M/MSN+15	M/MSN+30	M/MSN+45	M/MSN+60	MM/CAGS
1	55,212.54	57,565.66	64,703.52	61,486.73	63,838.65	66,191.77	68,544.88	70,896.80	74,819.07
2	57,064.82	59,447.67	67,939.35	63,368.74	65,721.86	68,074.98	70,425.71	72,780.01	76,699.89
3	58,977.76	61,329.70	72,682.47	65,250.76	67,605.07	69,956.99	72,310.10	74,663.22	78,583.10
4	60,859.79	63,211.71	74,609.69	67,133.97	69,485.89	71,839.01	74,192.11	76,545.23	80,466.30
5	62,740.61	65,093.73		69,014.79	71,367.91	73,721.02	76,074.14	78,426.06	82,348.32
6	64,622.63	66,975.74		70,896.80	73,249.92	75,603.04	77,956.15	80,309.27	84,230.33
7	66,507.02	68,860.14		72,780.01	75,133.13	77,485.05	79,838.17	82,191.29	86,112.35
8	67,398.06	69,715.49		74,663.22	77,016.33	79,367.07	81,720.18	84,073.30	87,994.36
9				76,545.23	78,897.16	81,250.27	83,603.39	85,954.12	89,876.38
10				78,426.06	80,779.17	83,133.48	85,485.40	87,838.52	91,760.77
11				81,203.87	83,556.99	85,910.11	88,262.03	90,615.15	94,536.21
17				83,233.97	85,645.92	88,057.86	90,468.58	92,880.53	96,899.62

NOTES

¹ Shaded Columns/Steps for grandfathered Members only under the provisions of Article II A (2).

² STEP 17 is for members of the bargaining unit who have completed seventeen (17) years of continuous service with the Amesbury Public Schools within the bargaining unit.

APPENDIX B
TEACHERS/NURSES SALARY SCHEDULE

2023-2024 School Year
COMBINED SCHEDULE

Step	B/BSN	B/BSN+18	B/BSN+36	M/MSN	M/MSN+15	M/MSN+30	M/MSN+45	M/MSN+60	MM/CAGS
1	55,078.91	57,426.33	64,546.92	61,337.91	63,684.14	66,031.56	68,378.98	70,725.21	74,637.98
2	56,926.71	59,303.79	67,774.91	63,215.36	65,562.79	67,910.21	70,255.25	72,603.86	76,514.25
3	58,835.02	61,181.26	72,506.55	65,092.83	67,441.44	69,787.67	72,135.09	74,482.51	78,392.90
4	60,712.49	63,058.71	74,429.11	66,971.48	69,317.71	71,665.13	74,012.55	76,359.97	80,271.54
5	62,588.76	64,936.18		68,847.75	71,195.18	73,542.59	75,890.01	78,236.24	82,149.01
6	64,466.22	66,813.63		70,725.21	73,072.63	75,420.06	77,767.47	80,114.89	84,026.46
7	66,346.05	68,693.47		72,603.86	74,951.28	77,297.51	79,644.93	81,992.36	85,903.93
8	67,234.94	69,546.75		74,482.51	76,829.92	79,174.98	81,522.39	83,869.81	87,781.39
9				76,359.97	78,706.21	81,053.62	83,401.04	85,746.08	89,658.85
10				78,236.24	80,583.66	82,932.27	85,278.50	87,625.92	91,538.68
11				81,007.33	83,354.76	85,702.18	88,048.41	90,395.83	94,307.40
17				83,032.52	85,438.63	87,844.73	90,249.62	92,655.73	96,665.09

NOTES

¹ Shaded Columns/Steps for grandfathered Members only under the provisions of Article II A (2).

² STEP 17 is for members of the bargaining unit who have completed seventeen (17) years of continuous service with the Amesbury Public Schools within the bargaining unit.

APPENDIX B
TEACHERS/NURSES SALARY SCHEDULE

2024-2025 School Year
3.25% Increase

Step	B/BSN	B/BSN+18	B/BSN+36	M/MSN	M/MSN+15	M/MSN+30	M/MSN+45	M/MSN+60	MM/CAGS
1	57,006.95	59,436.55	66,806.39	63,485.05	65,913.40	68,343.00	70,772.59	73,200.95	77,250.69
2	58,919.43	61,379.72	70,147.38	65,428.22	67,857.82	70,287.41	72,714.54	75,145.36	79,192.64
3	60,894.54	63,322.91	75,044.65	67,371.41	69,802.23	72,230.59	74,660.18	77,089.78	81,137.05
4	62,837.73	65,266.09	77,034.50	69,315.82	71,744.18	74,173.78	76,603.36	79,032.95	83,081.45
5	64,779.68	67,209.27		71,257.77	73,687.37	76,116.95	78,546.55	80,974.90	85,024.64
6	66,722.87	69,152.45		73,200.95	75,630.54	78,060.14	80,489.72	82,919.32	86,967.82
7	68,668.50	71,098.09		75,145.36	77,574.96	80,003.31	82,432.91	84,862.50	88,911.00
8	69,588.50	71,981.24		77,089.78	79,519.36	81,946.50	84,376.09	86,805.68	90,854.18
9				79,032.95	81,461.32	83,890.90	86,320.50	88,747.63	92,797.37
10				80,974.90	83,404.50	85,835.32	88,263.68	90,693.27	94,743.00
11				83,843.00	86,272.59	88,702.19	91,130.55	93,560.14	97,608.64
15				85,939.08	88,429.41	90,919.74	93,408.81	95,899.14	100,048.86

NOTES

¹ Shaded Columns/Steps for grandfathered Members only under the provisions of Article II A (2).

² STEP 15 is for members of the bargaining unit who have completed fifteen (15) years of continuous service with the Amesbury Public Schools within the bargaining unit.

APPENDIX B
TEACHERS/NURSES SALARY SCHEDULE

2025-2026 School Year
3.25% Increase

Step	B/BSN	B/BSN+18	B/BSN+36	M/MSN	M/MSN+15	M/MSN+30	M/MSN+45	M/MSN+60	MM/CAGS
1	58,859.68	61,368.23	68,977.60	65,548.31	68,055.59	70,564.15	73,072.70	75,579.98	79,761.33
2	60,834.31	63,374.56	72,427.17	67,554.64	70,063.20	72,571.75	75,077.76	77,587.59	81,766.40
3	62,873.61	65,380.91	77,483.60	69,560.98	72,070.80	74,578.08	77,086.64	79,595.20	83,774.00
4	64,879.96	67,387.23	79,538.12	71,568.59	74,075.87	76,584.42	79,092.97	81,601.52	85,781.60
5	66,885.02	69,393.58		73,573.65	76,082.21	78,590.75	81,099.31	83,606.59	87,787.94
6	68,891.36	71,399.90		75,579.98	78,088.54	80,597.09	83,105.64	85,614.19	89,794.27
7	70,900.22	73,408.78		77,587.59	80,096.14	82,603.42	85,111.98	87,620.54	91,800.61
8	71,850.13	74,320.63		79,595.20	82,103.74	84,609.76	87,118.31	89,626.86	93,806.94
9				81,601.52	84,108.81	86,617.36	89,125.92	91,631.93	95,813.28
10				83,606.59	86,115.14	88,624.97	91,132.24	93,640.80	97,822.14
11				86,567.90	89,076.45	91,585.01	94,092.29	96,600.85	100,780.92
12				88,732.09	91,303.37	93,874.64	96,444.60	99,015.87	103,300.44
15				89,506.47	92,077.74	94,649.01	97,218.97	99,790.24	104,074.82

NOTES

¹ Shaded Columns/Steps for grandfathered Members only under the provisions of Article II A (2).

² STEP 12 is for members of the bargaining unit who have completed twelve (12) years of continuous service with the Amesbury Public Schools within the bargaining unit.

³ STEP 15 is for members of the bargaining unit who have completed fifteen (15) years of continuous service with the Amesbury Public Schools within the bargaining unit.

APPENDIX C
AMESBURY EDUCATOR EVALUATION SYSTEM

A. Introduction

The evaluation system used by the parties shall adhere to all state laws and regulations, including but not limited to M.G.L. c. 71, §38 and the Educator Evaluation regulations, 603 CMR 35.00 et seq. This contract language shall take effect in all schools district-wide on September 1, 2012.

B. Initial and Ongoing Training for Evaluators and Educators

Prior to the implementation of the new evaluation system contained in this article, the School District shall arrange training for all principals, Educators, and Evaluators that outlines the components of the new evaluation process and provides an explanation of the evaluation cycle.

Furthermore, at the start of each school year, the School District shall arrange district-wide or school-level meetings for Educators and Evaluators focused on Educator evaluation. The district and the union shall determine the locations, times, and content of the meetings.

At a minimum, the meetings shall:

- Provide an overview of the evaluation process, including goal setting and the development of Educator plans.
- Provide all Educators with a copy of the rubrics and forms used to evaluate members of the bargaining unit.
- Provide Educators with the opportunity to ask questions relating to the evaluation system.

The parties agree that Evaluator training should be designed to make evaluations as consistent, reliable, and equitable as possible across schools, grades, subjects, and assignments.

The School District agrees to provide joint training to Educators and Evaluators beginning in August 2012, prior to the implementation of this evaluation system, and as needed throughout the first year of implementation. Subsequent training will be scheduled on an annual basis.

C. Evaluators

1. Definition

An Evaluator shall be a person outside the bargaining unit who has been designated in writing by the Superintendent as having responsibility for evaluations. All Evaluators must be licensed as Administrators by the Mass. Department of Elementary and Secondary Education (DESE) and must be full-time employees of the School District.

APPENDIX C
AMESBURY EDUCATOR EVALUATION SYSTEM

2. Training

The superintendent has the responsibility to ensure that all Evaluators receive training in the principles of effective supervision and evaluation; know the requirements of the new state regulations and this Article; and, when possible, have or have available to them knowledge of the subject matter and/or area they will evaluate. If subject matter knowledge is an issue, the Evaluator may utilize a trained Evaluator, who may or may not be an employee of the District and who currently holds licensure in the content area in question to evaluate the Educator. The Educator will be notified in advance.

The parties agree that Evaluator training should be designed to make evaluations as consistent, reliable, and equitable as possible across schools, grades, subjects, and assignments.

The Union President will be invited to an initial Evaluator training session provided by the School District.

3. Procedures

All Evaluators shall follow the evidence collection and reporting requirements outlined in this contract.

4. Evaluator Roles and Responsibilities

There shall be three categories of Evaluators:

a. Primary Evaluator

The superintendent shall identify a Primary Evaluator, normally the principal, for each school in the district.

The Primary Evaluator shall assign all Supervising Evaluators (if any) in a school building.

The Primary Evaluator shall approve all Educator Plans; and approve all Formative/Summative Assessment/Evaluation reports and ratings for Educators after receiving recommendations from the Supervising Evaluator (if any).

The Primary Evaluator may perform any or all duties ascribed to Supervising Evaluators below.

b. Supervising Evaluator

The Supervising Evaluator may be the Primary Evaluator or their designee.

APPENDIX C AMESBURY EDUCATOR EVALUATION SYSTEM

The Supervising Evaluator's responsibilities include supervising goal setting and plan development with the Educator; conducting classroom observations, collecting and analyzing other evidence as allowed under state regulations; and providing feedback and support to the Educator.

The Supervising Evaluator completes the Formative Assessment/Evaluation report and, if applicable, recommends formative ratings to the Primary Evaluator. Any change in a rating from the preceding assessment/evaluation, either on a particular standard or overall, must be reviewed and approved by the Primary Evaluator. The Supervising Evaluator drafts the Summative Evaluation report and recommends summative ratings to the Primary Evaluator. The Primary Evaluator shall review and approve and may amend the final summative report and ratings.

5. Notifications and Changes to Evaluators

The Educator shall be notified in writing of their Primary Evaluator, Supervising Evaluator (if any) at the outset of each new evaluation cycle.

At any time during the evaluation cycle, the Educator may send a written request to their Primary Evaluator for a different Supervising Evaluator.

D. Performance Standards and Ratings

An Educator shall be rated on each of four performance standards and shall receive an overall rating.

The four performance standards are:

1. Curriculum, Planning, and Assessment
2. Teaching All Students
3. Family and Community Engagement
4. Professional Culture

There shall be four performance ratings:

- Exemplary shall mean that the Educator's performance consistently and significantly exceeds the requirements of a standard or overall.
- Proficient shall mean that the Educator's performance fully and consistently meets the requirements of a standard or overall.
- Needs improvement shall mean that the Educator's performance on a standard or overall is below the requirements of a standard or overall, but is not considered to be unsatisfactory at this time. Improvement is necessary and expected.
- Unsatisfactory shall mean that the Educator's performance on a standard or overall has not significantly improved following a rating of needs improvement, or the Educator's performance is consistently below the requirements of a standard or overall and is considered inadequate, or both.

APPENDIX C
AMESBURY EDUCATOR EVALUATION SYSTEM

An Educator must receive a proficient or higher rating on the first two standards to receive a proficient or higher rating overall.

E. Rubrics, Forms, and Documents

The parties agree to use the performance rubrics, forms, and documents included in this CBA and attached hereto incorporated herein by reference as follows: Appendix C-1 – Forms; Appendix C-2 – Setting SMART Goals; Appendix C-3 – Teacher Rubric; and Appendix C-4 – SISIP Rubric.

F. Evaluation Cycle: Self-Assessment and Goal Proposal

At the start of each new evaluation cycle, an Educator shall submit a Self-Assessment Form to their Supervising Evaluator. In cases of one-year or two-year plans that begin at the start of the school year, Educators shall submit the self-assessment by Oct. 1. Between the start of the school year and Oct. 1, teams of Educators shall have common planning time to work on their self-assessments collaboratively.

Each self-assessment shall contain:

1. An analysis of evidence of student learning, growth, and achievement for students under the Educator's responsibility.
2. A reflection on practice using each of the four performance standards of effective practice using the appropriate rubric(s) in Appendix C-3 or Appendix C-4.
3. Proposed goals for the Educator Plan:
 - a. Each Educator must propose a minimum of one goal directly related to improving student learning and a minimum of one goal directly related to improving professional practice. However for the 2012-2013 school year, Educators shall be required to propose one goal related to improving student learning and one goal directly related to improving professional practice.
 - b. The proposed goals must align with school and district goals.
 - c. Educators shall consider goals for grade-level, subject-area, or department teams, or for other groups of Educators who share responsibility for student learning and results.
 - d. For Educators with PTS rated Needs Improvement or Unsatisfactory, the professional practice goal must address specific standards and indicators identified for improvement.
 - e. Guidance for setting SMART Goals is attached hereto as part of Appendix C-2.

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AMESBURY EDUCATOR EVALUATION SYSTEM

G. Educator Plans: Types, Durations, and Special Requirements

All Educators will be on Educator Plans. Educator Plans shall take effect upon written approval by the Primary Evaluator and will remain in effect until the end of the period defined in the plan or until the plan is changed in accordance with state regulations and the provisions of this Article.

The types, durations, and special requirements of Educator Plans are as follows:

1. Developing Plans:

For Non-PTS Educators

All Educators without professional teacher status (PTS) shall be on Developing Plans.

For PTS Educators

The parties acknowledge that it may take some time for an Educator with PTS to become proficient in a new assignment. A new assignment shall mean a change in subject area, licensure, building, or grade level. However, at the elementary level, a grade level change shall mean a change of 3 or more grades. The Primary Evaluator may assign a Developing Plan to a PTS Educator in a new assignment at the Educator's request or at the Primary Evaluator's discretion.

Each Developing Plan for PTS Educator in new assignments will be for one school year. If the Educator receives an overall rating of proficient or higher upon the Summative Evaluation at the end of the year, the Educator may begin a Self-Directed Growth Plan for the next school year. If the overall summative rating is below proficient, the Primary Evaluator and the Educator may discuss the possibility of a more appropriate assignment, and a different assignment that matches the Educator's certification may be offered. If a different assignment is made, the Primary Evaluator may extend the Developing Plan for a subsequent plan period of up to one school year. If a different assignment is not made, the Educator shall be placed on a Directed Growth Plan.

2. Self-Directed Growth Plans for PTS Educators

Educators with PTS who have an overall rating of Proficient or Exemplary and whose impact on student learning is moderate or high after the DESE implementation of such ratings, shall be on two-year Self-Directed Growth Plans. The Primary Evaluator shall complete a Formative Evaluation report at the end of year one and a Summative Evaluation report at the end of year two.

Educators with PTS who have an overall rating of Proficient or Exemplary and, after the DESE implementation of such ratings, whose impact on student learning is low, shall be on one-year Self-Directed Growth Plans.

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3. Directed Growth Plans for PTS Educators

a. Overview

Educators with PTS who receives an overall rating of Needs Improvement from the Primary Evaluator, shall be on Directed Growth Plans.

b. Assignment of Supervising Evaluator and First Conference

The Primary Evaluator may designate a Supervising Evaluator to oversee the development and implementation of a Directed Growth Plan. The Supervising Evaluator may be the Primary Evaluator.

Within 15 school days of an Educator receiving an overall rating of Needs Improvement, the designated Supervising Evaluator shall meet with the Educator to develop the Directed Growth Plan. The Educator may request that a Union Representative attend this meeting and any subsequent meetings relating to the development, implementation, or monitoring of a Directed Growth Plan.

c. Plan Length

The parties agree that a reasonable amount of time shall be provided to permit the Educator to implement the plan and demonstrate proficiency. The Primary Evaluator, in consultation with the Supervising Evaluator, the Educator, and a Union Representative, if requested by the Educator, shall determine the plan length.

d. Plan Components

The Directed Growth Plan shall be completed using the Educator Plan Form in Appendix C-1. Each plan shall include, at a minimum, the following components:

- The assigned Primary Evaluator and Supervising Evaluator if any.
- The start and end dates of the plan.
- The area(s) targeted for improvement. The Supervising Evaluator shall delineate the specific standards and indicators the Educator has not fully met on the appropriate performance rubric, drawing on evidence supplied in previous evaluations.
- The performance goals to be met, which shall directly relate to the standard(s) and indicator(s) in which improvement is needed.

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- The recommended actions and activities for improvement. The Supervising Evaluator shall prescribe the actions the Educator needs to take to meet the performance goals.
- The supports and modes of assistance available to the Educator from the district, school, and/or individuals. These may include workshops, courses, trainings, materials, instructional coaches, peer assistants, and any other supports the district or school may provide to assist the Educator in improving their performance in the targeted areas. The Supervising Evaluator shall provide the Educator with guidance and assistance in accessing the resources and professional development outlined in the Directed Growth Plan.
- The anticipated number of announced and unannounced observations that will take place during the plan period.
- The anticipated timeline for collecting evidence and monitoring progress toward goals, including at a minimum a mid-cycle Formative Assessment report on the relevant standard(s) and indicator(s).
- The delivery date of the Summative Evaluation report.

e. Signatures and Delivery

The Primary Evaluator must approve the Directed Growth Plan and both the Primary and Supervising Evaluators must sign it and deliver it to the Educator at least 15 school days before the start date of the plan.

The Educator shall sign their Directed Growth Plan within 5 school days of receipt and may include a written response using the Educator Response Form in Appendix C-1. The Educator's signature shall denote receipt of the plan, not agreement with its contents. A copy of the signed plan shall remain with the Educator.

f. Appeal Process

If an Educator disagrees with any element of the approved Directed Growth Plan, the Educator may submit comments of that nature using the Educator Response Form to the Superintendent, copying the Union President if desired. The notified parties may consult each other on the matter. Following any consultation, the Superintendent may discuss the matter with the Primary Evaluator, and ask them to revise elements of the Directed Growth Plan.

g. Changes During Plan Period

A rating on a particular standard may be changed through a Formative Assessment at any time during the plan period.

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The parties agree that, barring a pattern of performance of an egregious nature or other just cause, no Educator with PTS on a Directed Growth Plan shall be dismissed during the prescribed plan period, or have their overall rating changed until the Summative Assessment, if applicable.

4. Improvement Plans for PTS Educators

a. Overview

An Educator with PTS who receives an overall rating of Unsatisfactory, from their Primary Evaluator, shall be on an Improvement Plan.

b. Assignment of Supervising Evaluator and First Conference

The Primary Evaluator may designate a Supervising Evaluator to oversee the development and implementation of an Improvement Plan. The Primary Evaluator may be the Supervising Evaluator.

Within 15 school days of an Educator receiving an overall rating of Unsatisfactory, the designated Supervising Evaluator shall meet with the Educator to discuss and assist in the development of the Improvement Plan. The Educator may request that a Union Representative attend this meeting and any subsequent meetings relating to the development, implementation, or monitoring of an Improvement Plan.

c. Plan Length

The parties agree that a reasonable amount of time, and in no event less than 30 school days, shall be provided to permit the Educator to implement the plan and demonstrate improvement. The Primary Evaluator, in consultation with the Supervising Evaluator, the Educator, and a Union Representative, if requested by the Educator, shall determine the plan length.

d. Plan Components

The Improvement Plan shall be completed using the Educator Plan Form in Appendix C-1. Each plan shall include, at a minimum, the following components:

- The assigned Primary Evaluator and Supervising Evaluator if any.
- The start and end dates of the plan.
- The area(s) targeted for improvement. The Supervising Evaluator shall delineate the specific standards and indicators on the appropriate performance rubric that the Educator has not met, drawing on evidence supplied in previous evaluations.

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- The performance goals to be met, which shall directly relate to the standard(s) and indicator(s) in which improvement is needed.
- The recommended actions and activities for improvement. The Supervising Evaluator shall prescribe the actions the Educator needs to take to meet the performance goals.
- The supports and modes of assistance available to the Educator from the district, school, and/or individuals. These may include workshops, courses, trainings, materials, instructional coaches, peer assistants, and any other supports the district or school may provide to assist the Educator in improving their performance in the targeted areas. The Supervising Evaluator shall provide the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan.
- The anticipated number of announced and unannounced observations that will take place during the plan period.
- The anticipated timeline for collecting evidence and monitoring progress toward goals, including at a minimum a mid-cycle Formative Assessment report on the relevant standard(s) and indicator(s).
- The delivery date of the Summative Evaluation report.

e. Signatures and Delivery

The Primary Evaluator must approve the plan and both the Primary Evaluator and the Supervising Evaluator must sign it and deliver it to the Educator at least 15 school days before the start date of the plan.

The Educator shall sign their Improvement Plan within 5 school days of receipt and may include a written response using the Educator Response Form in Appendix C-1. The Educator's signature shall denote receipt of the plan, not agreement with its contents. A copy of the signed plan shall remain with the Educator.

f. Appeal Process

If an Educator disagrees with any element of the approved Improvement Plan, the Educator may submit comments of that nature using the Educator Response Form to the Superintendent, copying the Union President if desired. The notified parties may consult each other on the matter. Following any consultation, the Superintendent may discuss the matter with the Primary Evaluator, who may be asked to revise elements of the Improvement Plan.

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g. Changes During Plan Period

The parties agree that, barring a pattern of performance of an egregious nature or other just cause, no Educator with PTS on an Improvement Plan shall be dismissed during the prescribed plan period.

A rating on a particular standard and/or an overall rating may be upgraded to Needs Improvement or higher through a Formative Assessment at any time during the plan period.

h. Decision on the Educator's status at the conclusion of the Improvement Plan:

1. All determinations below must be made no later than June 1. One of the following decisions must be made at the conclusion of the Improvement Plan:
 - a. If the Evaluator determines that the Educator has improved their 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 may 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.

H. Evaluation Cycle: Goal Finalization and Educator Plan Development

● **Conferences**

By Oct. 15, the Primary Evaluator shall schedule and conduct a final goal-setting and plan-development conference with all Educators under their supervision.

The final goal-setting and plan-development conferences may occur in groups.

During the conferences, Evaluators and Educators shall consider finalizing goals for grade-level, subject-area, or department teams, or for other groups of Educators who share responsibility for student learning and results.

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Educators rated Needs Improvement or Unsatisfactory may participate in group conferences for final goal-setting and plan development; however, they shall also meet individually with their Primary Evaluators to finalize professional practice goal(s) that address specific standard(s) and indicator(s) identified for improvement.

2. Drafting of Educator Plans

During or as soon as possible after the final goal setting conference, the Primary Evaluator and Educator shall draft an Educator Plan using the appropriately designated form in Appendix C-1:

The Directed Growth Plan designation shall be used for Educators on Directed Growth Plans.

The Improvement Plan designation shall be used for Educators on Improvement Plans.

The Educator Plan designation shall be used for all other Educators.

The Educator Plan Form shall, at minimum, specify the following:

- The assigned Primary Evaluator and Supervisory Evaluator (if any).
- The start and end dates of the plan.
- The Educator's student learning and professional practice goals.
- The actions the Educator will take to attain their goals.
- The supports, resources, and professional development available from the School District.
- The anticipated delivery date of the Formative Assessment or Formative Evaluation report.
- The anticipated delivery date of the Summative Evaluation report.

3. Approval and Delivery of Educator Plans

The Primary Evaluator must approve and sign and the Supervising Evaluator (if any) must sign the Educator Plan and deliver it to the Educator no later than November 1 for plans beginning at the start of the school year.

Additionally, all final Educator Plans shall be delivered to the Educator at least 5 school days before the start date of any Education Plan.

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The Educator shall sign their Educator Plan within 5 school days of receipt and may include a written response using the Educator Response Form in Appendix C-1. The Educator's signature shall denote receipt of the plan not agreement with its contents. A copy of the signed plan shall remain with the Educator.

4. Appeal Process

If an Educator disagrees with any element of the approved Educator Plan, the Educator may submit comments of that nature using the Educator Response Form to the Primary Evaluator and/or Superintendent, copying the Union President if they wish. The notified parties may consult each other on the matter. Following any consultation, the Primary Evaluator and/or the Superintendent may discuss the matter with the Supervisory Evaluator, who may be asked to work with the Educator to revise the goals and contents of the Educator Plan.

I. Evaluation Cycle: Record of Evaluation and Evidence Collection

1. Record of Evaluation

The parties agree that an effective evaluation process requires meaningful, ongoing, two-way communication.

To facilitate this process, the parties agree that each Educator shall have a Record of Evaluation maintained as part of their personnel file, pursuant to Article IV I.

All evaluation documents shall remain confidential as personnel records of each member of the bargaining unit.

Each Educator's Record of Evaluation shall consist of three parts: 1) all forms and documents used or contained in the evaluation process; 2) Evaluator-supplied evidence; and 3) Educator-supplied evidence. Standard forms shall include all relevant forms in Appendix C-1. The other components are described below.

2. Role of the Record of Evaluation in Evaluation Reports

Formative or summative evaluation reports shall rely on evidence previously entered into the Record of Evaluation according to the protocols below.

3. Evaluator-Supplied Evidence

Use of Evidence Log

Any Evaluator who collects evidence shall maintain an Evidence Log for each Educator under their supervision using the Evaluator Record of Evidence Form in Appendix C-1. The Log shall be used to document and preserve evidence that may be relied upon to determine ratings against standards and/or to assess progress toward goals.

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A Log entry may include attachments. Any time an Evaluator makes an entry into a Log, the Educator will receive a copy of the Log entry and any relevant attachments.

Evidence Collection and Recordkeeping Protocols

Evaluators shall collect and record evidence from classroom observations and other sources of evidence allowed under state regulations according to the following protocols:

Classroom observations

Classroom observations may be announced or unannounced and of any duration.

A. Educators without PTS:

1. In the first year of practice or first year assigned to a school, the Educator shall have at least one announced observation and at least three (3) unannounced observations.
2. In their second and third years of practice or second and third years as a non-PTS Educator in the school, the Educator shall have at least one announced and at least two (2) unannounced observations.

B. Educators with PTS:

1. The Educator whose overall rating is proficient or exemplary must have at least one unannounced observation during the evaluation cycle.
2. The Educator whose overall rating is needs improvement must be observed according to the Directed Growth Plan during the period of the Plan which must include at least two unannounced observations.
3. The Educator whose overall rating is unsatisfactory must be observed according to the Improvement Plan which must include both unannounced and announced observations. The number and frequency of the observations shall be determined by the Evaluator, but in no case, for improvement plans of one year, shall there be fewer than one announced and four unannounced observations. For improvement Plans of six months or fewer there must be no fewer than one announced and two unannounced observations.

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C. Observation Process

The Evaluator's first observation of the Educator should take place by November 15. Observations required by the Educator Plan should be completed by May 15th. The Evaluator may conduct additional observations after this date.

The Evaluator is not required nor expected to review all the indicators in a rubric during an observation.

1. Unannounced Observations

- i.) Unannounced observations may be in the form of partial or full-period classroom visitations, Instructional Rounds, Walkthroughs, Learning Walks, or any other means deemed useful by the Evaluator.
- ii.) In case of an observation that raises questions or concerns, the Evaluator shall request an in-person conference with the Educator within two (2) school days of the observation.
- iii.) The Educator will be provided with at least brief written feedback from the Evaluator within 3 – 5 school days of the observation. The written feedback shall be delivered to the Educator in person, electronically, placed in the Educator's school mailbox in a sealed envelope or, in the event that, after good faith efforts, other options are unsuccessful or unavailable, mailed to the Educator's home.
- iv.) Any observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement for the first time must be followed by at least one observation of at least 30 minutes in duration within 30 school days.

2. Announced Observations

- i.) All non-PTS Educators in their first year in the school, PTS Educators on Improvement Plans and other Educators at the discretion of the Evaluator shall have at least one Announced Observation.
 - (a) 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.

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- (b) Within 5 school days of the scheduled observation, upon request of either the Evaluator or Educator, 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 performance.
 - (1st) The Educator shall provide the Evaluator with a completed copy of the Pre-Observation Data Sheet.
 - (2nd) 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.

- (c) Within 5 school days of the observation, 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.

- (d) The Evaluator shall provide the Educator with written feedback within 5 school days of the post-observation conference. For any standard where the Educator's practice was found to be unsatisfactory or needs improvement, the feedback must:
 - (1st) Describe the basis for the Evaluator's judgment.
 - (2nd) Describe actions the Educator should take to improve their performance.
 - (3rd) Identify support and/or resources the District will provide the Educator for use in their improvement.
 - (4th) State that the Educator is responsible for addressing the need for improvement.

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Other sources of evidence

The Evaluator may record sources of evidence other than classroom observations on the Evaluator Record of Evidence Log with the appropriate feedback accompanying each entry. Such entries may be put into the Log at any time, provided that the Evaluator holds a meeting with the Educator to share and discuss an entry which raises questions or concerns before it is formally entered into the Log, thus giving the Educator an opportunity to address the evidence and dispel the concerns.

Additionally, following a Log entry made by an Evaluator, the Educator may use the Educator Response Form in Appendix C-1 to submit comments and/or additional information they believe relevant to the Evaluator's understanding of the evidence. Any comments or information added by the Educator shall become part of the Educator's Record of Evaluation, and the Evaluator who collected and documented the evidence shall acknowledge receipt with their signature or electronic acknowledgement using the Oasis Program.

4. Educator-Supplied Evidence

Every Educator shall have the right to compile and present any evidence or information that relates to their performance against the standards and/or progress toward plan goals.

The Educator may share any or all compiled evidence/information with their Evaluator(s) at any point in the evaluation cycle, in which case said contents will be entered into the Educator's Record of Evaluation using the Educator Collection of Evidence Form. The Primary Evaluator shall acknowledge receipt of said contents with their signature or electronic acknowledgement using the Oasis Program.

J. Evaluation Cycle: Formative Assessment/Evaluation

1. Overview

The Formative Assessment takes stock of the Educator's performance against the standards and/or progress toward plan goals throughout the evaluation cycle but typically takes places mid-cycle when the Supervising Evaluator completes a Formative Assessment report.

For an Educator on a two-year Self-Directed Growth Plan, the Formative Evaluation report occurs at the end of year one.

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2. Timelines

a. Formative Assessments

For Educators on one-year or shorter plans, the Supervising Evaluator shall complete at least one Formative Assessment report during the evaluation cycle. For one-year plans that begin at the start of the school year, they shall complete a report and deliver it to the Educator no later than February 15.

In all cases, the Supervising Evaluator shall notify the Educator in writing of the intended delivery date of a Formative Assessment report at least 30 days before said date. At least 15 days before said date, either party may request a personal conference which, shall occur before the Supervising Evaluator completes the Formative Assessment report is and delivers it to the Educator.

b. Formative Evaluations

For Educators on two-year Self-Directed Growth plans that begin at the start of the school year the Supervising Evaluator shall complete a Formative Evaluation report and deliver it to the Educator between May 15 and June 1. On or before May 1, either party may request an in-person conference which shall occur before the Evaluator completes the Formative Evaluation report and delivers it to the Educator.

c. Completion and Delivery of Formative Assessment/Evaluation Report

In assessing progress toward goals, the Primary Evaluator shall consider evidence of the efforts, actions, and perseverance demonstrated by the Educator. In the case of team goals, the Evaluator shall consider evidence of the contributions made by each individual to the team.

When writing a Formative Assessment/Evaluation report, the Primary Evaluator need not recommend performance ratings on each standard or overall but instead may assess solely on progress toward goals. If they make no ratings recommendations, the previous summative ratings shall remain in effect.

The Primary Evaluator must review and approve any recommended change in a rating, either on a particular standard or overall, must be reviewed and approved by the Primary Evaluator, provided that:

- Reports that give an overall rating of needs improvement or unsatisfactory must rely on evidence previously entered into the Record of Evaluation.
- No Educator previously rated Proficient or Exemplary overall may have their overall rating lowered through a Formative Assessment/Evaluation unless the following process has occurred:

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The Supervising or Primary Evaluator must first have noted at least three (3) classroom observations in the Record of Evaluation during the evaluation cycle that have raised concerns and for which the Evaluator has provided appropriate feedback. The observations must include at least two (2) different classes (e.g. different content, grade level, students and/or time of day) over a period of at least fifteen (15) school days.

The Primary and Supervising Evaluators shall sign and date each Formative Assessment/Evaluation and deliver it to the Educator. The Educator shall sign the report within 5 school days of receipt and may include a written response using the Educator Response Form. The Educator's signature shall denote receipt of the report, not agreement with its contents. A copy of the signed report shall remain with the Educator.

3. Post-Report Conferences

a. Educators Rated Unsatisfactory or Needs Improvement Overall

Any Educator so rated may request a conference with the Primary Evaluator and/or the Supervising Evaluator to discuss the Formative Assessment/Evaluation report, and the conference shall take place within 5 school days of the request. The Educator may request that a Union representative attend the conference.

b. Educators Rated Proficient or Exemplary Overall

Any Educator so rated, may request a post-report conference. If requested, the conference shall occur within 10 school days of the request.

L. Evaluation Cycle: Summative Evaluation

1. Overview

For all Educators, the evaluation cycle concludes with a Summative Evaluation report.

2. Timeline

For Educators on one- or two-year Educator Plans that begin at the start of the school year, the Primary Evaluator shall complete a Summative Evaluation report and deliver it to the Educator between May 1 and May 15. On or before April 15, either party may request an in-person conference which, if requested, shall occur before the Evaluator completes the Summative Evaluation report and delivers to the Educator.

For Educators on Directed Growth or Improvement Plans, the plan shall state the intended delivery date of the Summative Evaluation report. At least 15 days before said date, either party may request an in-person conference, which, if requested, shall occur

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before The Primary Evaluator completes the Summative Evaluation report and delivers it to the Educator.

3. Completing and Delivering the Report

The Supervising Evaluator shall draft the Summative Evaluation report using the Summative Evaluation Report Form in Appendix C-1.

The Supervising Evaluator shall recommend to the Primary Evaluator a rating on progress toward student learning goals; a rating on progress toward professional practice goals; a rating on each of the four standards; and an overall rating. The Supervising Evaluator shall provide a rationale and evidence for each recommendation.

In assessing progress toward goals, the Supervising Evaluator shall consider evidence of the efforts, actions, and perseverance demonstrated by the Educator. In the case of team goals, the Evaluator shall consider evidence of the contributions made by the individual to the team.

The Primary Evaluator shall review the draft report and recommended ratings. The Primary Evaluator may amend the draft report and recommended ratings, citing evidence to support the change(s).

The Primary Evaluator shall then approve the final Summative Evaluation report and ratings, provided that:

Reports that give an overall rating of needs improvement or unsatisfactory must rely on evidence entered into the Record of Evidence that the Primary or Supervising Evaluator has already discussed in person with the Educator at a conference to which the Educator may invite a Union Representative if they wish to do so.

No Educator previously rated Proficient or Exemplary overall may have their overall rating lowered through a Formative Assessment/Evaluation unless the following process has occurred:

The Supervising or Primary Evaluator must first have noted at least three (3) classroom observations in the Record of Evaluation during the evaluation cycle that have raised concerns and for which the Evaluator has provided appropriate feedback. The observations must include at least two (2) different classes (e.g. different content, grade level, students and/or time of day) over a period of at least fifteen (15) school days.

The Primary and Supervising Evaluators shall sign the final Summative Evaluation report and deliver it to the Educator. The Educator shall sign the report within 5 school days of receipt and may include a written response using the Educator Response Form. The

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Educator's signature shall denote receipt of the report, not agreement with its contents. A copy of the signed report shall remain with the Educator.

4. Post-Report Conferences

Any Educator regardless of their rating may request a conference with the Supervising Evaluator and/or Primary Evaluator to discuss the Summative Evaluation report, and the conference shall take place within 5 school days of the request. The Educator may request that a Union Representative attend the conference.

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M. Timelines

Activity:	Completed By:
Superintendent, principal or designee meets with Evaluators and Educators to explain evaluation process	September 15
Evaluator meets with first-year Educators to assist in self-assessment and goal setting process	October 1
Educator submits self-assessment, goals and educator plans to Evaluator no later than	October 15
Evaluator meets with Educators in teams or individually to establish Educator Plans (Educator Plan may be established at Summative Evaluation Report meeting in prior school year)	October 15
Evaluator completes Educator Plans	November 1
Evaluator should complete first observation of each Educator	November 15
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) *or four weeks before Formative Assessment Report date established by Evaluator	January 5*
Evaluator should complete mid-cycle Formative Assessment Reports for Educators on one-year Educator Plans	February 1
Evaluator holds Formative Assessment Meetings if requested by either Evaluator or Educator	February 15
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) *or 4 weeks prior to Summative Evaluation Report date established by Evaluator	April 20*
Evaluator completes Summative Evaluation Report	May 15
Evaluator meets with Educators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory	Within 10 school days of May 15
Evaluator meets with Educators whose ratings are proficient or exemplary at request of Evaluator or Educator	June 10 or at least 5 school days before the last Educator work day
Educator signs Summative Evaluation Report and adds response, if any, within 5 school days of receipt	June 15 or at least 5 school days before the last Educator work day

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A) Educators with PTS on Two Year Plans

Activity:	Completed By:
Evaluator completes unannounced observation(s)	Any time during the 2-year evaluation cycle
Evaluator completes Formative Evaluation Report	June 1 of Year 1
Evaluator conducts Formative Evaluation Meeting, if any	June 1 of Year 1
Evaluator completes Summative Evaluation Report	May 15 of Year 2
Evaluator conducts Summative Evaluation Meeting, if any	June 10 of Year 2 or at least 5 school days before the last Educator work day
Evaluator and Educator sign Summative Evaluation Report	June 15 of Year 2 or at least 5 school days before the last Educator work day

B.) Educators on Plans of Less than One Year

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

N. General Provisions

In the event that DESE issues updated regulations, processes or rubrics, the Parties agree to reopen Appendix C of this Agreement for the limited purpose of negotiating over such updated regulations, processes or rubrics. For that purpose, the parties agree to establish a joint union-management evaluation team to review the amended regulations and/or DESE recommended adjustments. The recommendations of the joint evaluation team will be brought forward to the negotiation teams and any agreed upon changes will be reduced to writing in the form of a Memorandum of Agreement.

The Union President shall appoint the Union team members. The School Committee Chair shall appoint the management team members.

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The Parties agree to use the DESE Model forms as amended through mutual agreement. The Forms will be incorporated into the Oasis/My Learning Plan Program. The Parties acknowledge the electronic format may differ from the print format of the DESE forms.

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Overview

Priorities for implementing the Framework

"Simply put, poor evaluation practices are a missed opportunity for promoting better leading, better teaching, better learning, and better schools."

This statement by the Task Force highlights the underlying principles of these regulations: the purpose of evaluation is to promote student learning by providing educators with feedback for improvement and enhanced opportunities for professional growth. To achieve this, all educators—school and district alike—must maintain a focus on creating the conditions that can realize this vision. This requires an approach that is both thoughtful and strategic so that evaluation can be seized as an opportunity.

Approaching educator evaluation thoughtfully and strategically requires attention to **coherence, connection, collaboration** and **conversation**. Attending to each will help create the synergy needed to ensure that the new educator evaluation system will achieve its twin goals of supporting educator growth and student achievement.

Coherence

Create coherence and leverage opportunities to reinforce it. Without explicit linkage to other priorities and on-going work, the new educator evaluation regulations will be both perceived and undertaken as an "add on" that is disconnected from daily practice and big picture goals for the school and district, limiting opportunities for feedback and growth. Linking the data analysis, self-assessment, goal setting, and evidence collection activities required for educator evaluation to key activities already underway in the school is one way to build this coherence.

For example, all schools and districts are transitioning to the new MA Frameworks in Mathematics and English Language Arts. Team goal setting in the evaluation cycle can be used to advance this work: teacher teams can share the common professional practice goal of learning "backwards design" principles and applying them to design together a unit that aligns with the new Frameworks. Department, grade level and/or faculty meetings can provide opportunity to share and critique models.

Similarly, a school may be revamping parent-teacher conferences. In this case, the evidence collection component of the evaluation cycle—for both evaluators and educators—could focus on collecting and analyzing data about the implementation and impact of this change in practice. At one faculty meeting, indicators for Standard III (Parent Engagement) can be "unpacked" and new expectations for the conferences developed; at a later one, faculty can share their experiences and the feedback they solicited in order to refine the practice for the future.

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Overview

Connection

Connect individual educator goals to school and district priorities. Connecting individual educator goals to larger school and district priorities is critical to effective implementation. Strong vertical alignment between individual, team, school and district goals will accelerate progress on the goals. For example, when a district is determined to build a strong tiered system of support in mathematics, it makes sense to ask individuals and their teams to focus self-assessment and goal setting on areas most closely associated with that work. When the benchmarks of progress detailed in Educator Plans are connected to the benchmarks in school and district improvement plans, their achievement will reinforce and accelerate progress. As important, when individual educators and teams are having trouble meeting their benchmarks, stakeholders will have a signal that school and district plans may need review.

Collaboration

Support teacher and administrator teams to collaborate throughout the cycle. Grade-level, department and other teams can use the steps in the evaluation cycle to help focus their work and learn from one another more systematically, thus enhancing opportunities for professional growth and feedback for improvement. "Unpacking" several specific indicators and elements together as part of the self-assessment process can lead to identifying models and agreeing on team goals. Analyzing formative assessments or other student learning data together will sharpen each member's insights and can lead to decisions to refine the action steps for the student learning goals. Similarly, team members can share individual professional practice goals and make plans to develop model lessons or units and observe each other's classes.

Conversation

Engage everyone in on-going conversation about improving practice. Creating a shared understanding of effective practice is not limited to teams, however. Encouraging reflection and dialogue among teams, individuals, colleagues, and school leaders around the rubrics, student data, and teaching strategies is at the heart of the new educator evaluation process. Create time and space for those conversations throughout the evaluation cycle—during common planning time, faculty meetings, and professional development sessions—and in classrooms, hallways and faculty rooms. On-going, focused conversations about practice following frequent, short classroom visits are essential. So, too, are conversations in well-structured faculty and team meetings and through review and analysis of product and practices. All of these conversations will help create a shared vision of effective practice, a critical ingredient for nearly every strong and improving school.

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Appendix C-1: Forms for Educator Evaluation

Overview of Forms

The forms included in this Appendix are suggested templates, provided as tools to support educators and evaluators as they implement the new educator evaluation framework. For all of these forms, additional pages may be attached as needed.

- **Educator Tracking Sheet.** This form is intended to be used to track the completion of each step throughout the educator's evaluation process. It will be completed by the educator in conjunction with their primary (and possibly supervising) evaluator.
- **Self-Assessment Form.** This form is intended to be used in support of Step 1: Self-Assessment, the educator's initial step of the cycle. The form can be used by individuals or teams; however, each individual will need to submit a self-assessment. Evaluators sign the form to indicate receipt. The form includes sections for the educator to complete an analysis of student learning, growth, and achievement and an assessment of practice against performance standards. Submission of this form will be noted and initialed on the **Educator Tracking Sheet**.
- **Goal Setting Form.** This form is intended to be used in support of Step 1: Self-Assessment **and** Step 2: Goal Setting and Plan Development. Individuals and teams may use this form to propose goals (a minimum of one student learning goal and one professional practice goal). The form should initially be submitted with the Self-Assessment Form with the box "Proposed Goals" checked. If the goals are approved as written, the evaluator will check the box "Final Goals" and include a copy of the form with the **Educator Plan Form**. If the goals undergo further refinement, edits may be made to the original, or the form may be rewritten. If the form is redone, the new form should have the box "Final Goals" checked and should then be attached to the **Educator Plan Form**. Submission of this form will be noted and initialed on the **Educator Tracking Sheet**.
- **Educator Plan Form.** This form is intended to be used in support of Step 2: Goal Setting and Plan Development. It will either be completed by the educator for a *Self-Directed Growth Plan*, by the educator and the evaluator together for a *Directed Growth Plan* and a *Developing Educator Plan*, and by the evaluator for an *Improvement Plan*. Completion and/or submission of this form will be noted and initialed on the **Educator Tracking Sheet**.
- **Evaluator Record of Evidence Form.** This form is intended to be used by the evaluator in gathering evidence of an educator's practice during Step 3: Implementation of the Plan. It will be completed by the evaluator and may be reviewed by the educator at any time.
Educator Collection of Evidence Form. This form is intended to be used to support the educator in collecting evidence of their practice. It will be completed by the educator and shared with the evaluator prior to Formative Assessment/Evaluation and Summative

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Formative Assessment Report Form. This form is intended to be used in support of an educator's formative assessment (Step 4) at the mid-point of the evaluation cycle, at minimum; it can be used multiple times as Formative Assessment can be ongoing. It will be completed by the evaluator. Evaluators are not required to assess both progress toward goals and performance on Standards; they will check off whether they are evaluating "Progress toward Attaining Goals," "Performance on each Standard," or both. Evaluators will provide a brief narrative of progress that includes feedback for improvement. Educators sign off to indicate that they have received a copy of the report and may use the **Educator Response Form** to provide a written response. Completion of this form will be noted and initialed on the **Educator Tracking Sheet**.

Formative Evaluation Report Form. This form is intended to be used in support of an educator's formative evaluation at the end of year one of a two-year *Self-Directed Growth Plan*. It will be completed by the evaluator. Evaluators are not required to assess both progress toward goals and performance on Standards; they will check off whether they are evaluating "Progress toward Attaining Goals," "Performance on each Standard," or both. Evaluators will provide a brief narrative of progress that includes feedback for improvement. At the point of Formative Evaluation, the overall rating is assumed to be the same as the prior summative evaluation unless evidence demonstrates a significant change in performance leading to a change in Overall Rating and, possibly, Educator Plan. If there is a change in rating, evaluators must provide comments on each of the four Standards briefly describing *why* the rating has changed, the *evidence* that led to a change in rating, and offering *feedback for improvement* (evaluators are encouraged to provide comments even if there is no change to ensure that educators have a clear sense of their progress and performance and receive feedback for improvement). Educators sign off to indicate that they have received a copy of the report and may use the **Educator Response Form** to provide a written response. Completion of this form will be noted and initialed on the **Educator Tracking Sheet**.

Summative Evaluation Report Form. This form is intended to be used for Step 5: Summative Evaluation. This form applies to all Educator Plans. It will be completed by the evaluator. The evaluator must complete all sections, which are: "Attainment of Student Learning Goal(s)," "Attainment of Professional Practice Goal(s)," "Rating on each Standard," "Overall Performance Rating," and "Plan Moving Forward." Evaluators must provide comments on the student learning goal(s), professional practice goal(s), each of the four Standards, and the overall rating briefly describing the level of attainment or performance rating, the *evidence* that led to the level of attainment/rating, and offering *feedback for improvement*. Educators sign off to indicate that they have received a copy of the report and may use the **Educator Response Form** to provide a written response. Completion of this form will be noted and initialed on the **Educator Tracking Sheet**.

Educator Response Form. This form is intended to be used in support of the educator, should they want to have a formal response to any part of the evaluation process kept on record. It will be completed by the educator; the evaluator will sign to acknowledge receipt. If the form is submitted in response to the Formative Assessment/Evaluation or to the Summative Evaluation, receipt of the response will also be noted and initialed on the **Educator Tracking Sheet**.

APPENDIX C-2
AMESBURY EDUCATOR EVALUATION SYSTEM
SETTING SMART GOALS

Appendix C-2: Setting SMART Goals¹

Good goals help educators, schools, and districts improve. That is why the educator evaluation regulations require educators to develop goals that are specific, actionable, and measurable. They require, too, that goals be accompanied by action plans with benchmarks to assess progress.

This "SMART" Goal framework is a useful tool that individuals and teams can use to craft effective goals and action plans:

S	=	Specific and Strategic
M	=	Measurable
A	=	Action Oriented
R	=	Rigorous, Realistic, and Results-Focused (the 3 Rs)
T	=	Timed and Tracked

Goals with an action plan and benchmarks that have these characteristics are "SMART."

A practical example some of us have experienced in our personal lives can make clear how this SMART goal framework can help turn hopes into actions that have results.

First, an example of *not* being "SMART" with goals: *I will lose weight and get in condition.*

Getting SMARTer: *Between March 15 and Memorial Day, I will lose 10 pounds and be able to run 1 mile nonstop.*

The **hope** is now a **goal**, that meets most of the SMART Framework criteria:

It's Specific and Strategic	= 10 pounds, 1 mile
It's Measurable	= pounds, miles
It's Action-oriented	= lose, run
It's got the 3 Rs	= weight loss and running distance
It's Timed	= 10 weeks

SMART enough: To make the goal really "SMART," though, we need to add an action plan and benchmarks. They make sure the goal meets that final criteria, "Tracked." They also strengthen the other criteria, especially when the benchmarks include "process" benchmarks for tracking progress on the key actions and "outcome" benchmarks that track early evidence of change and/or progress toward the ultimate goal.

¹ The SMART goal concept was introduced by G.T. Doran, A. Miller and J. Cunningham in *There's a S.M.A.R.T. way to write management's goals and objectives*, *Management Review* 70 (11), AMA Forum, pp. 35-36. *What Makes a Goal "SMART"?* also draws from the work of Ed Costa, Superintendent of Schools in Lenox; John D'Auria, Teachers 21; and Mike Gilbert, Northeast Field Director for MASC.

APPENDIX C-2
AMESBURY EDUCATOR EVALUATION SYSTEM
SETTING SMART GOALS

Appendices

Key Actions

- Reduce my daily calorie intake to fewer than 1,200 calories for each of 10 weeks.
- Walk 15 minutes per day; increase my time by 5 minutes per week for the next 4 weeks.
- ® Starting in week 5, run and walk in intervals for 30 minutes, increasing the proportion of time spent running instead of walking until I can run a mile, non-stop, by the end of week 10.

Benchmarks:

- ® For process, maintaining a daily record of calorie intake and exercise
- For outcome, biweekly weight loss and running distance targets (e.g., After 2 wks: 2 lbs/0 miles; 4 wks: 4 lbs/0 miles; 6 wks: 6 lbs/.2 mi; 8 wks: 8 lbs/.4 miles)

S = Specific and Strategic

Goals need to be straightforward and clearly written, with sufficient specificity to determine whether or not they have been achieved. A goal is strategic when it serves an important purpose of the school or district as a whole and addresses something that is likely to have a big impact on our overall vision.

M = Measurable

If we can't measure it, we can't manage it. What measures of quantity, quality, and/or impact will we use to determine that we've achieved the goal? And how will we measure progress along the way? Progress toward achieving the goal is typically measured through "benchmarks." Some benchmarks focus on the process: are we doing what we said we were going to do? Other benchmarks focus on the outcome: are we seeing early signs of progress toward the results?

A = Action Oriented

Goals have active, not passive verbs. And the action steps attached to them tell us "who" is doing "what." Without clarity about what we're actually going to do to achieve the goal, a goal is only a hope with little chance of being achieved. Making clear the key actions required to achieve a goal helps everyone see how their part of the work is connected—to other parts of the work and to a larger purpose. Knowing that helps people stay focused and energized, rather than fragmented and uncertain.

R = Rigorous, Realistic, and Results-Focused (the 3 Rs)

A goal is not an activity: a goal makes clear what will be different as a result of achieving the goal. A goal needs to describe a realistic, yet ambitious result. It needs to stretch the educator, team, school, or district toward improvement but not be out of reach. The focus and effort required to achieve a rigorous but realistic goal should be challenging but not exhausting. Goals set too high will discourage us, whereas goals set too low will leave us feeling "empty" when it is accomplished and won't serve our students well.

T = Timed

A goal needs to have a deadline. Deadlines help all of us take action. For a goal to be accomplished, definite times need to be established when key actions will be completed and benchmarks achieved. Tracking the progress we're making on our action steps (process benchmarks) is essential: if we fall behind on doing something we said we were going to do, we'll need to accelerate the pace on something else. But tracking progress on process outcomes isn't enough. Our outcome benchmarks help us know whether we're on track to achieve our goal and/or whether we've reached our goal. Benchmarks give us a way to see our progress and celebrate it. They also give us information we need to make mid-course corrections.

APPENDIX C-3
AMESBURY EDUCATOR EVALUATION SYSTEM
TEACHER RUBRIC

APPENDIX C-4
AMESBURY EDUCATOR EVALUATION SYSTEM
SPECIALIZED INSTRUCTIONAL SUPPORT PERSONNEL
RUBRIC



Massachusetts Department of
ELEMENTARY & SECONDARY
EDUCATION

Massachusetts Model System for Educator Evaluation

Part III: Guide to Rubrics and Model Rubrics for Superintendent, Administrator, and Teacher

Appendix D. Specialized Instructional Support Personnel Rubric

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Guide to Specialized Instructional Support Personnel (SISP) Rubric

Rubrics — defined in the regulations as "scoring tool[s] that describe characteristics of practice or artifacts at different levels of performance" ([603 CMR 35.02](#)) — are a critical component of the Massachusetts educator evaluation framework and are required for every educator. Rubrics are designed to help educators and evaluators (1) develop a consistent, shared understanding of what proficient performance looks like in practice, (2) develop a common terminology and structure to organize evidence, and (3) make informed professional judgments about formative and summative performance ratings on each Standard and overall. This appendix contains the ESE Model "SISP" Rubric.

Structure of the Specialized Instructional Support Personnel (SISP) Rubric

- **Standards:** Standards are the broad categories of knowledge, skills, and performance of effective practice detailed in the regulations. There are four Standards for teachers: *Curriculum, Planning, and Assessment*; *Teaching All Students*; *Family and Community Engagement*; and *Professional Culture*.
- **Indicators:** Indicators, also detailed in the regulations, describe specific knowledge, skills, and performance for each Standard. For example, there are three Indicators in Standard I of the SISP rubric: *Curriculum and Planning*; *Assessment*; and *Analysis*.
- **Elements:** The elements are more specific descriptions of actions and behaviors related to each Indicator. The elements further break down the Indicators into more specific aspects of educator practice and provide an opportunity for evaluators to offer detailed feedback that serves as a roadmap for improvement.
- **Descriptors:** Performance descriptors are observable and measurable statements of educator actions and behaviors aligned to each element and serve as the basis for identifying the level of teaching or administrative performance in one of four categories: Unsatisfactory, Needs Improvement, Proficient, or Exemplary.

Use of the Specialized Instructional Support Personnel (SISP) Rubric

This rubric describes practice that is common across educators in professional support roles such as school counselors, school psychologists, school nurses, and others defined in the recognition clause of the appropriate collective bargaining agreement. It is intended to be used throughout the 5 step evaluation cycle for educators who provide direct services such as education, therapy, counseling, assessment, and diagnosis to a caseload of students, as well as educators who may provide indirect support to students through consultation to and collaboration with teachers, administrators, and other colleagues.

The roles and responsibilities of educators to whom this rubric will be applied will vary. ESE encourages educators and evaluators to use the rubric strategically by discussing and agreeing upon certain Indicators and Elements that should be high priorities according to that educator's role and responsibilities as well as their professional practice and student learning needs. There are a variety of ways to emphasize these components throughout the evaluation cycle. For example, high priority Indicators and/or elements can be analyzed in greater depth during self-assessment, targeted during goal setting, a focus for more comprehensive evidence collection, or all of the above. However, the expectation is that by the end of the evaluation cycle, educators and evaluators have gathered and shared a reasonable amount of evidence on every Indicator to support a rating for each Standard.

Specialized Instructional Support Personnel (SISP) Rubric At-A-Glance

Standard I: Curriculum, Planning, and Assessment	Standard II: Teaching All Students	Standard III: Family and Community Engagement	Standard IV: Professional Culture
<p>A. Curriculum and Planning Indicator</p> <ol style="list-style-type: none"> 1. Professional Knowledge 2. Child and Adolescent Development 3. Plan Development 4. Well-Structured Lessons 	<p>A. Instruction Indicator</p> <ol style="list-style-type: none"> 1. Quality of Effort and Work 2. Student Engagement 3. Meeting Diverse Needs 	<p>A. Engagement Indicator</p> <ol style="list-style-type: none"> 1. Parent/Family Engagement 	<p>A. Reflection Indicator</p> <ol style="list-style-type: none"> 1. Reflective Practice 2. Goal Setting
<p>B. Assessment Indicator</p> <ol style="list-style-type: none"> 1. Variety of Assessment Methods 2. Adjustments to Practice 	<p>B. Learning Environment Indicator</p> <ol style="list-style-type: none"> 1. Safe Learning Environment 2. Collaborative Learning Environment 3. Student Motivation 	<p>B. Collaboration Indicator</p> <ol style="list-style-type: none"> 1. Learning Expectations 2. Student Support 	<p>B. Professional Growth Indicator</p> <ol style="list-style-type: none"> 1. Professional Learning and Growth
<p>C. Analysis Indicator</p> <ol style="list-style-type: none"> 1. Analysis and Conclusions 2. Sharing Conclusions With Colleagues 3. Sharing Conclusions With Students and Families 	<p>C. Cultural Proficiency Indicator</p> <ol style="list-style-type: none"> 1. Respects Differences 2. Maintains Respectful Environment 	<p>C. Communication Indicator</p> <ol style="list-style-type: none"> 1. Two-Way Communication 2. Culturally Proficient Communication 	<p>C. Collaboration Indicator</p> <ol style="list-style-type: none"> 1. Professional Collaboration 2. Consultation
	<p>D. Expectations Indicator</p> <ol style="list-style-type: none"> 1. Clear Expectations 2. High Expectations 3. Access to Knowledge 		<p>D. Decision-Making Indicator</p> <ol style="list-style-type: none"> 1. Decision-making
			<p>E. Shared Responsibility Indicator</p> <ol style="list-style-type: none"> 1. Shared Responsibility
			<p>F. Professional Responsibilities Indicator</p> <ol style="list-style-type: none"> 1. Judgment 2. Reliability and Responsibility

Note: The SISP rubric is designed to have close alignment with the teacher rubric to emphasize commonalities across educators. Please see Appendix E addressing "Role-Specific Indicators" for additional guidance and samples of how to strategically supplement this rubric to further differentiate by role.

How to reference parts of the rubric:

Indicator terminology: under the "Teaching All Students" Standard (II), the "Instruction Indicator" (A) can be referred to as *Indicator II-A*

Element terminology: under the Instruction Indicator (A), the Student Engagement Element (2) can be referred to as *Element II-A-2*

Standards and Indicators of Effective Teaching Practice: Specialized Instructional Support Personnel Rubric

Standard Curriculum, Planning, and Assessment. *promotes the learning and growth of all students by providing high-quality and coherent instruction, designing and administering authentic and meaningful student assessments, analyzing student performance and growth data, using this data to improve instruction, providing students with constructive feedback on an ongoing basis, and continuously refining learning objectives.*

Indicator I-A. Curriculum and Planning: Has strong knowledge specific to subject matter and/or professional responsibility, has a good grasp of child development and how students learn, and designs effective and rigorous plans for support consisting of well-structured lessons with measurable outcomes.				
I-A. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
I-A-1. Professional Knowledge	Demonstrates limited professional knowledge; relies heavily on outdated practices as opposed to current practices supported by research. Rarely engages students in academic, behavioral, and social/emotional learning experiences through the use of educational and/or clinical practices.	Demonstrates factual knowledge of the professional content and delivery and sometimes applies it to engage students in academic, behavioral, and social/emotional learning experiences through the use of educational and/or clinical practices.	Demonstrates sound knowledge and understanding of professional content and delivery by consistently engaging students in academic, behavioral, and social/emotional learning experiences through the use of educational and/or clinical practices that enable students to acquire knowledge and skills.	Demonstrates mastery of professional content and its delivery by engaging all students in academic, behavioral, and social/emotional learning experiences, through the use of educational and/or clinical practices, that enable students to synthesize knowledge and skills. Is able to model this element.
I-A-2. Child and Adolescent Development	Demonstrates little or no knowledge of child and adolescent development; typically develops one learning experience, and/or type of support or assistance for all students that does not adequately address intended outcomes.	Demonstrates general knowledge of child and adolescent development but does not apply this knowledge when providing differentiated learning experiences, support, and/or assistance that would enable all students—as opposed to just some—to move toward meeting intended outcomes.	Demonstrates knowledge of students' developmental levels and the different ways these students learn or behave by providing differentiated learning experiences, support, and/or assistance that enable all students to progress toward meeting intended outcomes.	Demonstrates expert knowledge of the developmental levels of individual students and students in the grade or subject more generally and uses this knowledge to differentiate and expand learning experiences, supports, and/or types of assistance, enabling all students to make significant progress toward meeting stated outcomes. Is able to model this element.

Note: At the *Exemplary* level, an educator's level of expertise is such that they are able to model this element through training, teaching, coaching, assisting, and/or demonstrating. In this rubric, this level of expertise is denoted by "Is able to model."

Standards and Indicators of Effective Teaching Practice: Specialized Instructional Support Personnel Rubric

I-A. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
1-A-3 Plan Development ¹	Develops or contributes to the development of plans that are not timely and/or not tailored to the needs of individual students; or, plans do not include appropriate supports or measurable outcomes that would enable students to meet the goals and objectives of the plan.	Develops or contributes to the timely development of plans that respond to some but not all relevant individual student needs, and/or plans that lack sufficient measurable outcomes or supports that enable students to meet all goals and objectives of the plan.	Develops or contributes to the timely development of well-structured plans with measurable outcomes that respond to all relevant individual student needs, and include supports that enable students to meet the goals or objectives of the plan.	Develops or contributes to the timely development of comprehensive, well-structured plans with measurable outcomes that respond to all relevant individual student needs, are coordinated with other plans relevant to those students, and include supports that enable students to meet all goals or objectives of the plan. Is able to model this element.
I-A-4. Well-Structured Lessons	Develops lessons (which may include individual and group activities or sessions) with inappropriate student engagement strategies, pacing, sequence, activities, materials, resources, and/or grouping.	Develops lessons (which may include individual and group activities or sessions) with only some elements of appropriate student engagement strategies, pacing, sequence, activities, materials, resources, and grouping.	Develops well-structured lessons (which may include individual and group activities or sessions) with challenging, measurable objectives and appropriate student engagement strategies, pacing, sequence, activities, materials, resources, technologies, and grouping.	Develops well-structured and highly engaging lessons (which may include individual and group activities and sessions) with challenging, measurable objectives and appropriate student engagement strategies, pacing, sequence, activities, materials, resources, technologies, and grouping to attend to every student's needs. Is able to model this element.

"Plan" is used throughout this document to refer to a variety of plans, including but not limited to: lesson plans, unit plans, Individualized Education Programs (IEPs), Individualized Health Care Plans (IHCPs), Career Plans, and 504 Plans. The type of plan that an educator is responsible for depends on the educator being evaluated; both the educator and evaluator should understand and agree upon the definition relevant to the educator's role.

Note: At the *Exemplary* level, an educator's level of expertise is such that they are able to model this element through training, teaching, coaching, assisting, and/or demonstrating. In this rubric, this level of expertise is denoted by "Is able to model."

Standards and Indicators of Effective Teaching Practice: Specialized Instructional Support Personnel Rubric

Indicator I-B. Assessment: Uses a variety of informal and formal methods of assessments to measure student learning, growth, and understanding to develop differentiated and enhanced learning experiences and improve future instruction.				
I-B. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
I-B-1. Variety of Assessment Methods	Administers assessments and/or collects only the data required by the school and/or measures only point-in-time student achievement or development.	May design and administer assessments and/or collect some data to measure student learning, growth, or development, but uses a limited range of methods.	Designs and administers assessments and/or collects data to measure student learning, growth, and/or development through a variety of methods, including informal and formal assessments and common interim assessments where applicable.	Uses an integrated, comprehensive assessment system, including informal and formal assessment methods and common interim assessments where applicable, to measure student learning, growth, and development. Is able to model this element.
I-B-2. Adjustment to Practice	Makes few adjustments to practice by identifying and/or implementing appropriate differentiated interventions, supports, and programs based on formal and informal assessments.	May organize and analyze some assessment results but only occasionally adjusts practice and identifies and/or implements appropriate differentiated interventions, supports, and programs for students.	Organizes and analyzes results from a variety of assessments to determine progress toward intended outcomes and uses these findings to adjust practice and identify and/or implement appropriate differentiated interventions, supports, and programs for students.	Organizes and analyzes results from a comprehensive system of assessments to determine progress toward intended outcomes and frequently uses these findings to adjust practice and identify and/or implement appropriate differentiated interventions, supports, or programs for individuals and groups of students and appropriate modifications of plans. Is able to model this element.

Note: At the *Exemplary* level, an educator's level of expertise is such that they are able to model this element through training, teaching, coaching, assisting, and/or demonstrating. In this rubric, this level of expertise is denoted by "Is able to model."

Standards and Indicators of Effective Teaching Practice: Specialized Instructional Support Personnel Rubric

Indicator I-C. Analysis: Analyzes data from assessments, draws conclusions,			and shares them appropriately.	Exemplary
I-C. Elements	Unsatisfactory	Needs Improvement		
I-C-1. Analysis and Conclusions	Does not analyze data and/or draw conclusions from data beyond completing minimal requirements.	Draws conclusions from a limited analysis of data to inform student learning, growth, and development.	Individually and with colleagues, draws appropriate conclusions about programs, plans, and practices from a thorough analysis of a wide range of data to improve student learning, growth, and development.	Individually and with colleagues, draws appropriate, actionable conclusions about programs, plans, and practices from a thorough analysis of a wide range of data that improve short- and long-term planning decisions. Is able to model this element.
I-C-2. Sharing Conclusions With Colleagues	Rarely shares with colleagues conclusions about student progress and/or rarely seeks feedback from them about practices that will support improved student learning and/or development.	Only occasionally shares with colleagues conclusions about student progress and/or seeks feedback from them about practices that will support improved student learning and/or development.	Regularly shares with appropriate colleagues (e.g., classroom teachers, administrators, and professional support personnel) conclusions about student progress and seeks feedback from them about practices that will support improved student learning and/or development.	Establishes and implements a schedule and plan for regularly sharing with all appropriate colleagues (e.g., classroom teachers, administrators, and professional support personnel) conclusions and insights about student progress. Seeks and applies feedback from them about practices that will support improved student learning and/or development. Is able to model this element.
I-C-3. Sharing Conclusions With Students and Families	Provides little or no feedback on student growth or progress except through minimally required reporting or provides inappropriate feedback that does not support students to grow and improve.	Provides some feedback about student growth or progress beyond required reports but rarely shares strategies for students to grow and improve.	Based on assessment results and/or other data, provides descriptive feedback and engages students and families in constructive conversation that focuses on student growth and improvement.	Establishes early, constructive feedback loops with students and families that create a dialogue about student growth, progress, and improvement. Is able to model this element.

Note: At the *Exemplary* level, an educator's level of expertise is such that they are able to model this element through training, teaching, coaching, assisting, and/or demonstrating. In this rubric, this level of expertise is denoted by "Is able to model."

Standards and Indicators of Effective Teaching Practice: Specialized Instructional Support Personnel Rubric

Standard Teaching All Students. *Promotes the learning and growth of all students through instructional practices that establish high expectations, create a safe and effective classroom environment, and demonstrate cultural proficiency.*

Indicator II-A. Instruction: Uses instructional and clinical practices that reflect high expectations regarding content and quality of effort and work; engage all students; and are personalized to accommodate diverse learning styles, needs, interests, and levels of readiness.

II-A. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
II-A-1. Quality of Effort and Work	Establishes no or low expectations for student work and behavior and/or offers few supports to help students know what is expected of them.	May state high expectations for student work and behavior, but provides few exemplars and rubrics, or limited guided practice, and/or few other supports to help students know what is expected of them.	Consistently defines high expectations for student work and behavior, and the perseverance and effort required to produce it; often provides exemplars, rubrics, or guided practice, and/or models appropriate behaviors.	Consistently defines high expectations for student work and behavior and effectively supports students to set high expectations for each other to persevere and produce high-quality work. Is able to model this element.
II-A-2. Student Engagement	Uses instructional and/or clinical practices that leave most students uninvolved and/or passive.	Uses instructional and/or clinical practices that motivate and engage some students but leave others uninvolved and/or passive.	Consistently uses instructional and clinical practices that are likely to motivate and engage most students during the lesson, activity, or session.	Consistently uses instructional and clinical practices that typically motivate and engage most students during the lesson, activity, or session, and during independent work. Is able to model this element.
II-A-3. Meeting Diverse Needs	Uses limited and/or inappropriate practices and/or supports to accommodate differences.	May use some appropriate practices and/or supports to accommodate differences, but fails to address an adequate range of differences.	Uses appropriate practices, including tiered instruction, scaffolds, and other supports, to accommodate differences in learning styles, needs, interests, and levels of readiness, including those of students with disabilities and English learners.	Uses a varied repertoire of practices and/or supports to create structured opportunities for each student to meet or exceed expectations for growth and development. Is able to model this element.

Note: At the *Exemplary* level, an educator's level of expertise is such that they are able to model this element through training, teaching, coaching, assisting, and/or demonstrating. In this rubric, this level of expertise is denoted by "Is able to model."

Standards and Indicators of Effective Teaching Practice: Specialized Instructional Support Personnel Rubric

Indicator II-B. Learning Environment: Creates and maintains a safe and collaborative learning environment that motivates students to take academic risks, challenge themselves, and claim ownership of their learning.				
II-B. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
II-B-1. Safe Learning Environment	Maintains a physical environment that is unsafe or does not support student learning. Uses inappropriate or ineffective rituals, routines, and/or responses to reinforce positive behavior or respond to behaviors that interfere with students' learning.	May create and maintain a safe physical environment but inconsistently maintains rituals, routines, and responses needed to prevent and/or stop behaviors that interfere with all students' learning.	Uses rituals, routines, and appropriate responses that create and maintain a safe physical and intellectual environment where students take academic risks and most behaviors that interfere with learning are prevented.	Uses rituals, routines, and proactive responses that create and maintain a safe physical and intellectual environment where students take academic risks and play an active role—individually and collectively—in preventing behaviors that interfere with learning. Is able to model this element.
II-B-2. Collaborative Learning Environment	Makes little effort to teach interpersonal, group, and communication skills or facilitate student work in groups, or such attempts are ineffective.	Teaches some interpersonal, group, and communication skills and provides some opportunities for students to work in groups.	Develops students' interpersonal, group, and communication skills and provides opportunities for students to learn in groups with diverse peers.	Teaches and reinforces interpersonal, group, and communication skills so that students seek out their peers as resources. Is able to model this practice.
II-B-2. Student Motivation	Directs all learning experiences, providing few, if any, opportunities for students to take risks or challenge themselves.	Creates some learning experiences that guide students to identify needs, ask for support, and challenge themselves to take risks.	Consistently creates learning experiences that guide students to identify their strengths, interests, and needs; ask for support when appropriate; take risks; and challenge themselves to succeed.	Consistently supports students to identify their strengths, interests, and needs; ask for support; take risks; challenge themselves; set learning goals; and monitor their own progress. Is able to model this element.

Note: At the *Exemplary* level, an educator's level of expertise is such that they are able to model this element through training, teaching, coaching, assisting, and/or demonstrating. In this rubric, this level of expertise is denoted by "Is able to model."

Standards and Indicators of Effective Teaching Practice: Specialized Instructional Support Personnel Rubric

Indicator II-C. Cultural Proficiency: Actively creates and maintains an environment in which students' diverse backgrounds, identities, strengths, and challenges are respected.				
II-C. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
II-C-1. Respects Differences	Establishes an environment in which students demonstrate limited respect for individual differences.	Establishes an environment in which students generally demonstrate respect for individual differences.	Consistently uses strategies and practices that are likely to enable students to demonstrate respect for and affirm their own and others' differences related to background, identity, language, strengths, and challenges.	Establishes an environment in which students respect and affirm their own and others' differences and are supported to share and explore differences and similarities related to background, identity, language, strengths, and challenges. Is able to model this element.
II-C-2. Maintains Respectful Environment	Minimizes or ignores conflicts and/or responds in inappropriate ways.	Anticipates and responds appropriately to some conflicts or misunderstandings but ignores and/or minimizes others.	Anticipates and responds appropriately to conflicts or misunderstandings arising from differences in backgrounds, languages, and identities.	Anticipates and responds appropriately to conflicts or misunderstandings arising from differences in backgrounds, languages, and identities in ways that lead students to be able to do the same independently. Is able to model this element.

Note: At the *Exemplary* level, an educator's level of expertise is such that they are able to model this element through training, teaching, coaching, assisting, and/or demonstrating. In this rubric, this level of expertise is denoted by "Is able to model."

Standards and Indicators of Effective Teaching Practice: Specialized Instructional Support Personnel Rubric

Indicator II-D. Expectations: Plans and implements lessons and/or supports that set clear and high expectations and also make knowledge, information, and/or supports accessible for all students.				
II-D. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
II-D-1. Clear Expectations	Does not make specific standards for student work, effort, interactions, and behavior clear to students.	May communicate specific standards for student work, effort, interactions, and behavior, but inconsistently or ineffectively enforces them.	Clearly communicates and consistently enforces specific standards for student work, effort, and behavior.	Clearly communicates and consistently enforces specific standards for student work, effort, interactions, and behavior so that most students are able to describe them and take ownership of meeting them. Is able to model this element.
II-D-2. High Expectations	Gives up on some students or communicates that some cannot accomplish challenging goals..	May tell students that a goal is challenging and that they need to work hard but does not model ways students can accomplish the goal through effective effort..	Effectively models and reinforces ways that students can set and accomplish challenging goals through effective effort, rather than having to depend on innate ability.	Effectively models and reinforces ways that students can consistently accomplish challenging goals through effective effort. Successfully challenges students' misconceptions about innate ability. Is able to model this element.
II-D-3. Access to Knowledge	Rarely adapts instruction, services, plans, communication, and/or assessments to make curriculum/supports accessible to all students for whom the educator has responsibility.	Occasionally adapts instruction, services, plans, communication, and/or assessments to make curriculum/supports accessible to all students for whom the educator has responsibility.	Consistently adapts instruction, services, plans, communication, and/or assessments to make curriculum/ supports accessible to all students for whom the educator has responsibility, including English learners and students with disabilities.	Individually and with colleagues, consistently adapts instruction, services, plans, communication, and/or assessments to make curriculum/supports accessible to all students for whom the educator has responsibility, including English learners and students with disabilities. Is able to model this element.

Note: At the *Exemplary* level, an educator's level of expertise is such that they are able to model this element through training, teaching, coaching, assisting, and/or demonstrating. In this rubric, this level of expertise is denoted by "Is able to model."

Standards and Indicators of Effective Teaching Practice: Specialized Instructional Support Personnel Rubric

Standard Family and Community Engagement. *Promotes the learning and growth of all students through effective partnerships with families, caregivers, community members, and organizations.*

Indicator III-A. Engagement: Welcomes and encourages every family to become active participants in the classroom and school community.				
III-A. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
III-A-1. Parent/Family Engagement	Does not welcome families to become participants in the classroom and school community or actively discourages their participation.	Makes limited attempts to involve families in school and/or classroom activities, meetings, and planning.	Uses a variety of strategies to support families to participate actively and appropriately in the classroom and school community.	Successfully engages most families and sustains their active and appropriate participation in the classroom and school community. Is able to model this element.

Indicator III-B. Collaboration: Collaborates with families to create and implement strategies for supporting student learning and development both at home and at school.				
III-B. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
III-B-1. Learning Expectations	Does not inform parents about learning, behavior, and/or wellness expectations.	Sends home only a list of rules/expectations and an outline of the student learning, behavior, or wellness plan for the year.	Consistently provides parents with clear, user-friendly expectations for student learning, behavior, and/or wellness.	Successfully conveys to most parents clear, user-friendly student learning, behavior, and wellness expectations. Is able to model this element.
III-B-2. Student Support	Rarely, if ever, communicates with parents on ways to support learning and development at home or at school.	Sends home occasional suggestions on how parents can support learning and development at home or at school.	Regularly communicates with parents to create, share, and/or identify strategies for supporting learning and development at school and home.	Regularly communicates with parents to share and/or identify strategies for supporting learning and development at school and home, successfully encourages most families to use at least one of these strategies, and seeks out evidence of their impact. Is able to model this element.

Note: At the *Exemplary* level, an educator's level of expertise is such that they are able to model this element through training, teaching, coaching, assisting, and/or demonstrating. In this rubric, this level of expertise is denoted by "Is able to model."

Standards and Indicators of Effective Teaching Practice: Specialized Instructional Support Personnel Rubric

Indicator 111-C. Communication: Engages in regular, two-way, and culturally proficient communication with families about student learning, behavior and wellness.				
III-C. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
III-C-1. Two-Way Communication	Rarely communicates with families except through required reports; rarely solicits or responds promptly to communications from families.	Relies primarily on sharing general information and announcements with families through one-way media and usually responds promptly to communications from families.	Regularly uses two-way communication with families about student learning, behavior, and wellness; responds promptly and carefully to communications from families.	Regularly uses a two-way system that supports frequent, proactive, and personalized communication with families about individual student learning, behavior, and wellness. Is able to model this element.
III-C-2. Culturally Proficient Communication	Makes few attempts to respond to different family cultural norms and/or responds inappropriately or disrespectfully.	May communicate respectfully and make efforts to take into account different families' home language, culture, and values, but does so inconsistently or does not demonstrate understanding and sensitivity to the differences.	Always communicates respectfully with families and demonstrates understanding of and sensitivity to different families' home language, culture, and values.	Always communicates respectfully with families and demonstrates understanding and appreciation of different families' home language, culture, and values. Is able to model this element.

Note: At the *Exemplary* level, an educator's level of expertise is such that they are able to model this element through training, teaching, coaching, assisting, and/or demonstrating. In this rubric, this level of expertise is denoted by "Is able to model."

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Standard IV: Professional Culture. *Promotes the learning and growth of all students through ethical, culturally proficient, skilled, and collaborative practice.*

Indicator IV-A. Reflection: Demonstrates the capacity to reflect on and improve the educator's own practice, using informal means as well as meetings with teams and work groups to gather information, analyze data, examine issues, set meaningful goals, and develop new approaches in order to improve teaching and learning.				
IV-A. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
IV-A-1. Reflective Practice	Demonstrates limited reflection on practice and/or use of insights gained to improve practice.	May reflect on the effectiveness of instruction, supports, and interactions with students but not with colleagues and/or rarely uses insights gained to improve practice.	Regularly reflects on the effectiveness of instruction, supports, and interactions with students, both individually and with colleagues, and uses insights gained to improve practice and student outcomes.	Regularly reflects on the effectiveness of instruction, supports, and interactions with students, both individually and with colleagues; and uses and shares with colleagues insights gained to improve practice and student outcomes. Is able to model this element.
IV-A-2. Goal setting	Participates passively in the goal-setting process and/or proposes goals that are vague or easy to reach.	Proposes one goal that is vague or easy to achieve and/or bases goals on a limited self-assessment and analysis of student data.	Proposes challenging, measurable professional practice, team, and student learning goals that are based on thorough self-assessment and analysis of student data.	Individually and with colleagues builds capacity to propose and monitor challenging, measurable goals based on thorough self-assessment and analysis of student data. Is able to model this element.

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Indicator IV-B. Professional Growth: Actively pursues professional development and learning opportunities to improve quality of practice or build the expertise and experience to assume different instructional and leadership roles.				
IV-B. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
IV-B-1. Professional Learning and Growth	Participates in few, if any, professional development and learning opportunities to improve practice and/or applies little new learning to practice.	Participates only in required professional development and learning activities and/or inconsistently or inappropriately applies new learning to improve practice.	Consistently seeks out and applies, when appropriate, ideas for improving practice from supervisors, colleagues, professional development activities, and other resources to gain expertise and/or assume different instruction and leadership responsibilities.	Consistently seeks out professional development and learning opportunities that improve practice and build expertise of self and other educators in instruction, academic support, and leadership. Is able to model this element.

Indicator IV-C. Collaboration: Collaborates effectively with colleagues on a wide range of tasks.				
IV-C. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
IV-C-1. Professional Collaboration	Rarely and/or ineffectively collaborates with colleagues; conversations often lack focus on student performance and/or development.	Does not consistently collaborate with colleagues in ways that support productive team effort.	Consistently and effectively collaborates with colleagues through shared planning and/or informal conversation in such work as: analyzing student performance and development and planning appropriate interventions at the classroom or school level.	Facilitates effective collaboration among colleagues through shared planning and/or informal conversation in such work as analyzing student performance and development and planning appropriate, comprehensive interventions at the classroom and school level. Is able to model this element.
IV-C-2. Consultation	Regularly provides inappropriate advice; does not provide advice and expertise to general education teachers or other colleagues unless prompted to do so; and/or fails to offer advice when appropriate.	Provides advice and expertise to support general education teachers and other colleagues to create appropriate and effective academic, behavioral, and social/emotional learning experiences for only some students for whom responsibility is shared, or sometimes provides advice that is inappropriate or poorly customized.	Regularly provides appropriate advice and expertise that is customized to support general education teachers and other colleagues to create appropriate and effective academic, behavioral, and social/emotional learning experiences for students for whom responsibility is shared.	Utilizes a variety of means to regularly provide advice and expertise that is customized to support general education teachers and other colleagues to successfully create appropriate and effective academic, behavioral, and social/emotional learning experiences for students. Is able to model this element.

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Indicator IV-D. Decision-Making: Becomes involved in schoolwide decision making, and takes an active role in school improvement planning.				
IV-D. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
IV-D-1. Decision-Making	Participates in planning and decision making at the school, department, and/or grade level only when asked and rarely contributes relevant ideas or expertise.	May participate in planning and decision making at the school, department, and/or grade level but rarely contributes relevant ideas or expertise.	Consistently contributes relevant ideas and expertise to planning and decision making at the school, department, and/or grade level.	In planning and decision-making at the school, department, and/or grade level, consistently contributes ideas and expertise that are critical to school improvement efforts. Is able to model this element.

Indicator IV-E. Shared Responsibility: Shares responsibility for the performance of all students within the school.				
IV-E. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
IV-E-1. Shared Responsibility	Rarely reinforces schoolwide behavior and learning expectations for all students and/or makes a limited contribution to their learning by rarely sharing responsibility for meeting their needs.	Within and beyond the classroom, inconsistently reinforces schoolwide behavior and learning expectations for all students, and/or makes a limited contribution to their learning by inconsistently sharing responsibility for meeting their needs.	Within and beyond the classroom, consistently reinforces schoolwide behavior and learning expectations for all students, and contributes to their learning by sharing responsibility for meeting their needs.	Individually and with colleagues, develops strategies and actions that contribute to the learning and productive behavior of all students at the school. Is able to model this element.

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Indicator 1V-F. Professional Responsibilities: Is ethical and reliable, and meets routine responsibilities consistently.				
IV-F. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
IV-F-1. Judgment	Demonstrates poor judgment and/or discloses confidential student information inappropriately.	Sometimes demonstrates questionable judgment and/or inadvertently shares confidential information.	Demonstrates sound judgment reflecting integrity, honesty, fairness, and trustworthiness and protects student confidentiality appropriately.	Demonstrates sound judgment and acts appropriately to protect student confidentiality, rights and safety. Is able to model this element.
IV-F-2. Reliability & Responsibility	Frequently misses or is late to assignments, makes errors in records, and/or misses paperwork deadlines; frequently late or absent.	Occasionally misses or is late to assignments, completes work late, and/or makes errors in records.	Consistently fulfills professional responsibilities; is consistently punctual and reliable with paperwork, duties, and assignments; and is rarely late or absent from school.	Consistently fulfills all professional responsibilities to high standards. Is able to model this element.

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